

# AFFILIATE TERMS AND CONDITIONS FOR USE OF THE CLIMATE ACTIVE CARBON NEUTRAL STANDARD THE CERTIFICATION TRADE MARK

## 1. Background

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We and the Responsible Entity have entered into an agreement for Certification of the Responsible Entity's Item and for the Responsible Entity's use of the CTM (the "**Licence Agreement**").

The Responsible Entity has nominated you to use the CTM as an Affiliate Entity in connection with the Certified Item.

Once accepted by you, these Affiliate Terms and Conditions govern your obligations for use of the CTM in connection with the Responsible Entity's Certified Item and are a legally binding agreement between you and us.

## 2. Affiliate Entity particulars and CTM Conditions of Use

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<b>Affiliate Entity:</b>	<i>[Please insert your details including legal name, ABN/ACN, address]</i>
<b>Certified Item(s):</b>	
<b>Responsible Entity:</b>	<i>[Please insert details of the legal entity that has Certification of the relevant Item, including the name of the legal entity, ABN/ACN and address]</i>
<b>Permitted Use and Conditions of Use:</b>	1. <i>Insert details of conditions</i>
<b>Permitted Time:</b>	Only while the Responsible Entity maintains a carbon neutral Certification for the Certified Item

## 3. About this Affiliate Agreement

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- a. These Affiliate Terms and Conditions, together with the Standard and User Guide, record the entire agreement between you and us in connection with use of the CTM and supersede all previous negotiations, understandings, representations and agreements, in relation to this.
- b. Capitalised terms in these Affiliate Agreement Terms and Condition have the meaning given to them in the Glossary and this Affiliate Agreement is interpreted in accordance with paragraph 2 of the Glossary.

## 4. Changes to Affiliate Agreement

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You agree that:

- a. we may change the terms of this Affiliate Agreement at any time;
- b. if we give you Notice of any change, you must comply with the updated version (at your own cost) from the date specified in the Notice;
- c. if you do not agree to the changes, you (as your sole remedy) should cease to use the CTM;
- d. if you access the CTM after you have been Notified of a change to this Affiliate Agreement, you will be taken to have agreed to that change in respect of all use of the CTM after that date; and
- e. this Affiliate Agreement can not be changed orally or by conduct.

## 5. Priority of documents

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The documents forming part of this Affiliate Agreement will be interpreted in the following order of priority to the extent of any inconsistency:

- a. the Standard; then
- b. these Affiliate Terms and Conditions; then
- c. the User Guide; then
- d. the Glossary; and then
- e. any other documents referred to or incorporated by reference into this Affiliate Agreement.

## 6. Commencement and Term

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Subject to clause 19.4, or unless otherwise stated, this Affiliate Agreement:

- a. commences on the Affiliate Agreement Start Date; and
- b. ends when the Item ceases to be Certified, or if it is terminated earlier in accordance with clause 14.

## 7. Permissible Use

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- a. On and from the Affiliate Agreement Start Date, we grant you a non-transferable, revocable, non-exclusive licence for the Term of this Affiliate Agreement to use the CTM in Australia only in relation to the Responsible Entity's Certified Item provided that:
  - i. such use is strictly in accordance with this Affiliate Agreement and any of the Responsible Entity's or our other written directions or approvals given to you;
  - ii. when using the CTM, you submit to us any draft materials containing the CTM for our review and approval each time you propose to use the CTM in a substantially new way prior to any publication or distribution of those materials; and
  - iii. if the Item ceases to be Certified, you must immediately cease to use the CTM and any materials containing the CTM in connection with the Item.
- b. You agree to only use the CTM in connection with the Certified Item, for the Permitted Use and Permitted Time on the Conditions of Use set out at clause 2, and only if we have not Notified you that the Item's Certification has been suspended, revoked or terminated or the Responsible Entity has not complied with its obligations under its agreement with us.
- c. You must not use the CTM under this Affiliate Agreement in a manner that directly or indirectly:
  - i. misrepresents the nature of Certification of the Item; or
  - ii. indicates that you are Certified, approved or endorsed under the Standard, or in any other manner by us.
- d. You must only use the Variant of the CTM corresponding to the Certification of the Item, unless you have a separate agreement with us to use any Other Variants of the CTM in connection with any other Certifications under the Standard.
- e. For the purposes of the User Guide, by agreeing to these Affiliate Terms and Conditions we approve you as an **"Approved User"** (as defined in the User Guide); and these Affiliate Terms and Conditions constitute the **"Terms and Conditions for use of the Certification Trade Mark"** (as defined in the User Guide).

## **8. Your audit and Notice obligations**

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### **8.1. Audit**

- a. You must cooperate with any of our audits (including spot audits by an Auditor appointed by us) of your compliance with this Affiliate Agreement, including by providing documents and information required to be held under this Affiliate Agreement or as envisaged under the Standard or User Guide.
- b. The Auditor will be required to sign a confidentiality deed (unless the Auditor is employed under the *Public Service Act 1999* (Cth) or other Commonwealth statute).
- c. You must Notify us and any Personnel we engage of any real or potential safety, health and environment hazard to which our Personnel may be exposed as a result of assessing your compliance with this Affiliate Agreement.
- d. You must provide a safe working environment that accords with all relevant legislation for any of our Personnel who perform work at your premises. Our Personnel must as a condition of entry comply with your reasonable security and work, health and safety requirements imposed on visitors to work sites.

### **8.2. Notification of changes**

- a. You agree to Notify us as soon as reasonably possible and within 10 Business Days after any of the following events occurring:
  - i. any significant changes that would affect your compliance with this Affiliate Agreement, including your ability to maintain compliance with the Standard;
  - ii. any change to your name or the nominated contact person (including contact details) under this Affiliate Agreement;
  - iii. any change in the direct or indirect beneficial ownership or control in respect of you (including details of the new owner); or
  - iv. you cease to have control of the Certified Item or any of the proprietary rights to the Certified Item is sold, transferred, discontinued or terminated.

## **9. Quality Control**

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- a. If we request, you must submit to us samples of products, packaging, promotional and advertising material bearing the CTM for our examination, within 20 Business Days after our written request in a manner and form reasonably specified by us.
- b. You must submit evidence of your compliance with this Affiliate Agreement in relation to the use of the CTM in the manner and form that we request, upon us providing reasonable Notice.

## **10. Rights, Reputation and Goodwill in respect of the CTM**

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You acknowledge and agree that:

- a. all rights, title and interest in the CTM and all directly related marks (whether or not the subject of a corresponding trade mark application or registration) vest in us;
- b. nothing in this Affiliate Agreement confers upon you any rights, title or interest in the CTM other than the rights expressly conferred by this Affiliate Agreement;
- c. all reputation and goodwill attaching to your use of the CTM will enure exclusively for our benefit;
- d. except where expressly stated in this Affiliate Agreement or otherwise agreed in writing between the parties, any statutory or common law rights that may be granted to authorised users of the CTM are expressly excluded;

- e. you must not sublicense the CTM or allow any other entity to use the CTM; and
- f. you must not bring an infringement action for any misuse of the CTM by any person.

#### **11. Maintenance of Certification Trade Mark rights**

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You must:

- a. not take any steps which may affect our rights (including the registrability or the validity) in respect of the CTM or any directly related mark;
- b. not apply for or seek to register any mark which is substantially identical or deceptively similar to the CTM;
- c. Notify us immediately if you detect or reasonably suspect any infringement of the CTM, or non-compliance with the User Guide, by you or any other person; and
- d. provide all reasonable assistance to us in respect of proceedings brought by us in relation to infringement of the CTM.

#### **12. Ceasing use of the Certification Trade Mark**

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- a. If the Responsible Entity or you Notify us that you are no longer an Affiliate Entity or you no longer want to use the CTM, your licence to use the CTM ceases in 20 Business Days after the Notification.
- b. You must then:
  - i. discontinue the use of the CTM in connection with the Item (to avoid doubt, products manufactured and packaged before the end of this 20 Business Day period do not need to be repackaged or recalled, but can continue to be sold until those existing packaged products have been exhausted);
  - ii. remove all references to the CTM in connection with the Item, in your premises, retail outlets, vehicles, stationery, invoices, labels and other material, and destroy any advertisements, catalogues, directories and other promotional material bearing the CTM where such references relate to the Item;
  - iii. cease to represent that you have any connection with us in connection with the Item; and
  - iv. comply with any of our reasonable directions in relation to your use of the CTM.

#### **13. Confidential Information**

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- a. Subject to clause 13b, we will not disclose your Confidential Information to a third party without your prior written approval.
- b. We are entitled to disclose your Confidential Information:
  - i. to our Personnel for the purposes of this Affiliate Agreement;
  - ii. to our Minister or Parliamentary Secretary for the purposes of the administering Certification against the Standard or managing the Standard;
  - iii. to the Department or to another agency or body of the Commonwealth or to a State Government body to meet accountability requirements regarding a Commonwealth program;
  - iv. into Parliament or a Parliamentary Committee; or
  - v. where we are required or permitted by law to disclose the Confidential Information, as long as we make the recipient aware of the confidential nature of the information

## **14. Suspension and Termination**

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### **14.1. Suspension or Termination**

- a. Either party may suspend or terminate this Affiliate Agreement at any time by providing Notice no less than 30 Business Days to that other party, without liability for any Loss incurred by the other party, including loss of prospective profits.
- b. If the Responsible Entity's Licence Agreement is suspended or terminated at any time, this Affiliate Agreement will be suspended or terminated at the same time, unless we Notify you otherwise.

### **14.2. Suspension or Termination for your default**

- a. Without limiting any other right we hold, we may by Notice immediately suspend or terminate your right to use the CTM, if we consider, in our sole and absolute discretion, that:
  - i. you have failed to comply with this Affiliate Agreement;
  - ii. you have failed to comply with clause 18; or
  - iii. you are no longer the Affiliate Entity of the Responsible Entity for the Certified Item.
- b. If your licence to use the CTM granted by this Affiliate Agreement is suspended or terminated under this clause 14, you will not be entitled to compensation for any Loss, including Consequential Loss.

### **14.3. Requirement to comply with suspension or termination Notice**

Unless we have agreed in writing, you must immediately take all reasonable steps to comply with a suspension or termination Notice, including complying with the requirements of clause 12.b.

### **14.4. Register of non-compliance**

In addition to our rights under this clause 14, we may record your non-compliance with this Affiliate Agreement at our discretion on a non-compliance register that we maintain which may be made publicly available.

## **15. Claims and Injunctive Relief**

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You:

- a. must immediately Notify us in writing of any Claim, demand or proceeding brought against you, or in respect of which you may become liable, arising out of the use of the CTM or any other matter relating to this Affiliate Agreement; and
- b. acknowledge that:
  - i. we may suffer commercial or other Loss if you use the CTM or allow other entities to use the CTM other than in accordance with this Affiliate Agreement;
  - ii. damages may be an inadequate remedy to protect our interests if you or any of your Personnel (including the Responsible Entity) breach the provisions of this Affiliate Agreement or use the CTM other than as we permit; and
  - iii. we are entitled to seek and obtain injunctive relief or any other remedy, in any court, against you or the Responsible Entity for breach of this Affiliate Agreement.

## **16. Disclaimer**

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To the extent permitted by law, we disclaim all warranties and implied terms and neither you nor we are liable to each other for any Loss, including Consequential Loss, howsoever arising.

## **17. Publication**

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You provide us consent to publish for promotional purposes information relating to your use of the CTM in connection with the Certified Item on government websites and in articles, media releases or papers.

## **18. Assignment and Novation**

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You must not assign or otherwise transfer your rights or obligations under this Affiliate Agreement.

**Note: The new entity must enter into a new licence agreement with us.**

## **19. General provisions**

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### **19.1. Relationship of the parties**

You must not misrepresent your relationship with us.

### **19.2. Waiver**

A failure or delay by a party to exercise any right or remedy it holds under this Affiliate Agreement or at law does not operate as a waiver of that right; and a single or partial exercise by a party of any right or remedy it holds under this Affiliate Agreement or at law does not prevent the party from exercising the right again or to the extent it has not fully exercised the right.

### **19.3. Notices**

- a. A Notice must be in English and in writing and directed to the other party's contact person at the other party's address, unless varied by any Notice.
- b. A Notice sent by electronic communication is properly given and deemed to be received at the time that would be the time of receipt under the *Electronic Transactions Act 1999* (Cth).
- c. A message we send to your email address or by Notice published on our Portal is one way of giving you Notice electronically, but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

### **19.4. Survival of obligations**

Clauses 7, 8, 9, 10, 11, 12, 13, 15, 16, 17 and 19.4 and any clause necessary to implement these clauses survive the expiry or termination of this Affiliate Agreement.

### **19.5. Applicable law and jurisdiction**

The laws of the Australian Capital Territory apply to this Affiliate Agreement. The parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

## GLOSSARY AND INTERPRETATION

### 20. Definitions

In the Licence Agreement, capitalised terms have the following meanings unless otherwise stated.

<b>Affiliate Entity</b>	means both Nominated Affiliate Entities and Approved Affiliate Entities.
<b>Affiliate Agreement</b>	means an agreement between the Department and an Approved Affiliate Entity which grants the Affiliate Entity a licence to use the CTM. The agreement consists of the Affiliate Terms and Conditions, the Standard, the User Guide, this Glossary and any annexure, schedules or attachments to them.
<b>Affiliate Agreement Start Date</b>	means the date on which the Affiliate Agreement is accepted by the Approved Affiliate Entity.
<b>Affiliate Terms and Conditions</b>	means the document of that name which sets out the terms and conditions that govern the use of the CTM in connection with the relevant Certified Item by Approved Affiliate Entities.
<b>Annual Report</b>	means the public report specified in section 2.7 of the Standard, the Carbon Account specified in section 2.3 of the Standard, and proof of meeting Third Party Validation and Technical Assessment requirements.
<b>Application</b>	means the request for the Certification of an Item by a Responsible Entity and includes all the information, materials and reports that are required by the Standard for the assessment of such a request by the Department.
<b>Approved Affiliate Entity</b>	means an entity we have approved in writing for the purposes of the Licence Agreement under clause 9.5 of the Licence Terms and Conditions.
<b>Auditor</b>	means an independent third party that is eligible to provide auditing services under the Standard, but is not your Competitor.
<b>Base Year</b>	means a base year as defined in the Standard which is chosen by the Responsible Entity upon applying for Certification for an Item.
<b>Base Year Recalculation</b>	means a calculation of the Carbon Account for a particular year in a manner that allows it be used as a replacement Base Year in accordance with the Standard.
<b>Base Year Report</b>	means an Annual Report prepared for the Base Year.
<b>Building</b>	means a building for the purposes of the Standard as it applies to buildings.
<b>Business Day</b>	means, in relation to the doing of any action in a place, a weekday other than a public holiday in that place.
<b>Calendar Year Reporting Cycle</b>	means a Reporting Cycle that begins on 1 January and ends on 31 December each year.
<b>Carbon Account</b>	means the carbon account as defined in the Standard.
<b>Certification</b>	means certification in accordance with the Standard.
<b>Certification Date</b>	means the date specified in the Notice of Certification we issued to you in relation to the Item, or if no date is specified, the date on which we notified you that the Item was granted Certification.
<b>Certification Period</b>	means the period between the Certification Date and the Expiry Date but subject to any termination, revocation or suspension of Certification.
<b>Certification Trade Mark or CTM</b>	means the Climate Active Carbon Neutral Certification Trade Mark registration No. 2042153.

<b>Certified</b>	means, in relation to an Item, being the subject of a current Notice of Certification that has not been terminated, revoked or suspended.
<b>Claim</b>	means any claim, action or allegation which a party may make or bring against another party, or which a third party may bring against a party in respect of any fact, matter or thing under, arising out of, or in connection with the CTM, a Licence Agreement, or an Affiliate Agreement.
<b>Climate Active Carbon Neutral Standard or Standard</b>	<p>means the standard(s) for making carbon neutral claims, maintained by the Australian Government that sets rules for measuring, reducing, offsetting and reporting Emissions, as amended from time to time. The standard is available for the following Certification categories:</p> <ul style="list-style-type: none"> <li>a. Organisations;</li> <li>b. Products and Services;</li> <li>c. Events;</li> <li>d. Precincts; and</li> <li>e. Buildings.</li> </ul> <p>Further information on the Standard is available at <a href="http://www.climateactive.org.au">www.climateactive.org.au</a></p>
<b>Climate Active Network</b>	means the network of all entities that hold at least one current Certification.
<b>Climate Active Network Member</b>	means a member of the Climate Active Network.
<b>Competitor</b>	means a major provider of comparable products or services to you, but does not include one of the big four accounting firms and their consulting arms.
<b>Conditions of Use</b>	means any conditions or restrictions on the use of the CTM imposed by clause 2 of the Affiliate Terms and Conditions.
<b>Confidential Information</b>	<p>means information that:</p> <ul style="list-style-type: none"> <li>a. is inherently confidential and not in the public domain; and</li> <li>b. you Notify us is to be treated in confidence,</li> </ul> <p>but does not include information which:</p> <ul style="list-style-type: none"> <li>c. we hold independently of you disclosing the information;</li> <li>d. is or becomes public knowledge other than by breach of a Licence Agreement or Affiliate Agreement and any other confidentiality obligation; or</li> <li>e. has been independently developed or acquired as established by written evidence.</li> </ul>
<b>Consequential Loss</b>	<p>means any liability of Claim suffered or incurred by any person, whether arising in contract, tort (including negligence), under statute or on any other basis in law for:</p> <ul style="list-style-type: none"> <li>a. punitive or exemplary damages of any kind;</li> <li>b. loss of profit;</li> <li>c. loss of revenue;</li> <li>d. loss of production;</li> <li>e. loss of goodwill; or</li> <li>f. loss of business opportunity.</li> </ul>

<b>Department or we or us or our</b>	means the Commonwealth of Australia, represented by the Department of Industry, Science, Energy and Resources ABN 74 599 608 295, or its administrative successor.
<b>Effective Date</b>	means the date you accepted the Licence Terms and Conditions through the Portal.
<b>Emissions</b>	means greenhouse gas emissions that are measured, reduced and/or offset in the context of the Standard.
<b>Event</b>	means an event for the purposes of the Standard as it applies to events.
<b>Expiry Date</b>	means the last day of the calendar or financial year corresponding the Responsible Entity's reporting basis which is at least two but no more than three years after the Effective Date (or the date on which the Licence Agreement is extended), unless agreed otherwise in writing between the Responsible Entity and us.
<b>Fees</b>	means the annual administration and licence fees the Responsible Entity must pay to us in relation to the Certification of the Item as set out in Fee Schedule available in the Portal and on our website at <a href="http://www.climateactive.org.au">www.climateactive.org.au</a>
<b>Fee Schedule</b>	means the document of that name, as updated from time to time, which forms part of the Licence Agreement and is available in the Portal and on our website at <a href="http://www.climateactive.org.au">www.climateactive.org.au</a>
<b>Financial Year Reporting Cycle</b>	means a Reporting Cycle that begins on 1 July and ends on 30 June of the following year.
<b>Glossary</b>	means this document, which sets out the defined terms and interpretation provisions applicable to Licence Agreements and Affiliate Agreements in connection with the CTM under the Standard.
<b>Item</b>	includes an Organisation, Product, Service, Event, Precinct, Building or other thing in which you seek Certification or which is Certified under the Standard.
<b>Large Event</b>	means an Event with: <ul style="list-style-type: none"> <li>a. more than 2,000 attendees; or</li> <li>b. more than 1,000 attendees and an Event duration of greater than one day.</li> </ul>
<b>Licence Agreement</b>	means the agreement between the Department and a Responsible Entity which grants the Responsible Entity a licence to use the CTM in connection with the relevant Certified Item. The agreement consists of the Licence Terms and Conditions, Standard, User Guide, Fee Schedule, Validation Schedule, Reporting Schedule, Schedule of Certifications, and this Glossary and any annexure, schedules or attachments to them.
<b>Licence Terms and Conditions</b>	means the document of that name which sets out the terms and conditions that govern the use of the CTM by Responsible Entities.
<b>Loss</b>	means any loss, cost, expense, damage, fine or liability (including reasonable legal costs and expenses on a solicitor and own client basis

	and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties), however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
<b>Nominated Affiliate Entity</b>	means an entity nominated by a Responsible Entity under clause 9.5a of the Licence Terms and Conditions.
<b>Notice</b>	means a notice given under clause 17.4 of the Licence Terms and Conditions or clause 19.3 of the Affiliate Terms and Conditions (as applicable).
<b>Notice of Certification</b>	means the notice we issued to the Responsible Entity certifying that the Item is Certified against the Standard and specifying the Certification Period.
<b>Organisation</b>	means an organisation for the purposes of the Standard as it applies to an organisation.
<b>Other Variant of the CTM</b>	means variants of the CTM other than the variants corresponding to the relevant Responsible Entity's Certified Items.
<b>Permitted Use</b>	means the permitted uses of the CTM specified in clause 2 of the Affiliate Terms and Conditions.
<b>Permitted Time</b>	means the time or times during which use of the CTM is permitted as specified in clause 2 of the Affiliate Terms and Conditions.
<b>Personnel</b>	means our or your personnel (as the applicable in the context) and includes individuals who are officers, employees, agents, advisers, consultants, contractors and subcontractors and other personnel.
<b>Portal</b>	means the Climate Active Carbon Neutral Certification Portal hosted by us at <a href="http://www.environment.gov.au/carbon-neutral">www.environment.gov.au/carbon-neutral</a> and, if this Licence Agreement is executed on paper, includes any other method agreed by the parties for performing the actions this Licence Agreement anticipates will be performed by or through the hosted Portal.
<b>Portfolio</b>	means portfolio of Events for the purposes of the Standard as it applies to Events.
<b>Post-event Report</b>	means a post-event report as contemplated by section 3.2 of the Standard as it applies to Events.
<b>Pre-event Report</b>	means a pre-event report as contemplated by section 3.1 of the Standard as it applies to Events.
<b>Precinct</b>	means a precinct for the purposes of the Standard as it applies to precincts.
<b>Product</b>	means a product for the purposes of the Standard as it applies to products.
<b>Recurring Large Event</b>	means a Large Event that occurs annually.
<b>Recurring Small Event</b>	means a Small Event that occurs annually.

<b>Registered Consultant</b>	means a Climate Active Carbon Neutral consultant registered by the Department and listed on <a href="http://www.environment.gov.au/carbon-neutral">www.environment.gov.au/carbon-neutral</a>
<b>Reportable</b>	means, in relation to a calendar or financial year, a year in which an Item was Certified for at least one day.
<b>Reporting Cycle</b>	means the annual cycle of reports that must be submitted to maintain Certification.
<b>Reporting Period</b>	means the annual reporting period set out in the base year Annual Carbon Account in accordance with the Standard.
<b>Reporting Schedule</b>	means the document of that name, as updated from time to time, which forms part of the Licence Agreement and is available in the Portal and on our website at <a href="http://www.environment.gov.au/carbon-neutral">www.environment.gov.au/carbon-neutral</a>
<b>Responsible Entity</b>	means the legal entity that has sought a Notice of Certification in relation to an Item against the Standard and which is agreeing to or has agreed to the Licence Terms and Conditions and is entering or has entered the Licence Agreement and all person(s) duly authorised to act on the legal entity's behalf.
<b>Schedule of Certifications</b>	means the document or webpage of that name, as updated from time to time, which lists all of the Responsible Entity's current Certifications, and forms part of the Licence Agreement and is available in the Portal.
<b>Service</b>	means a service for the purposes of the Standard as it applies to services.
<b>Small Event</b>	means an Event with: <ul style="list-style-type: none"> <li>a. less than 5,000 attendees; or</li> <li>b. less than 10,000 attendees and an Event duration of one day or less.</li> </ul>
<b>Small Organisation</b>	means Small Organisation as defined by Table 3 in the Validation Schedule of the Licence Agreement.
<b>Technical Assessment</b>	means a technical assessment for the purposes of the Standard as specified in guidance to the Standards available at <a href="http://www.climateactive.org.au">www.climateactive.org.au</a> .
<b>Term</b>	means the term of the Licence Agreement in accordance with clause 5 of the Licence Terms and Conditions or the term of the Affiliate Agreement in accordance with clause 6 of the Affiliate Terms and Conditions (as applicable).
<b>Third Party Validation</b>	means validation by third parties for the purposes of the Standard as specified in the guidance to the Standards available at <a href="http://www.climateactive.org.au">www.climateactive.org.au</a> .
<b>Trade Mark or TM</b>	means the Climate Active Trade Mark registration No. 2042136.
<b>User Guide</b>	means the "User Guide for the Climate Active Carbon Neutral Certification Trade Mark" dated 7 August 2017 available in the Portal and published on our website at <a href="http://www.climateactive.org.au">www.climateactive.org.au</a> , as updated from time to time, which sets out the rules that govern how and when the Certification Trade Mark can be used and IP Australia's website, as updated from time to time.

	For the avoidance of doubt, the User Guide forms part of the Licence Agreement and supersedes the “Rules for the Use of the National Carbon Offset Standard Certification Trade Mark” dated 24 October 2011 (which remain available on the IP Australia website).
<b>Validation</b>	Means the validation and verification of assertions about greenhouse gas Emissions made by the Responsible Entity and includes Technical Assessments and Third Party Validations. The Validation requirements for initial Certification and maintaining Certification of a Certified Organisation, Product, Service or Precinct are set out in the Validation Schedule.
<b>Validation Schedule</b>	means the document of that name, as updated from time to time, which forms part of the Licence Agreement and is available in the Portal and on our website at <a href="http://www.climateactive.org.au">www.climateactive.org.au</a>
<b>Variant of the CTM</b>	means the Climate Active Carbon Neutral Certification Trade Mark registration No. 2042153 or any variants of the trade mark (as defined in the User Guide).
<b>you or your</b>	means the Affiliate Entity.

## 21. Interpretation

- a. In the Licence Agreement or Affiliate Entity Agreement (as applicable), unless the contrary intention appears:
  - i. any reference to the '**Department**', '**we**', '**our**' or '**us**' includes a reference to any person authorised by us;
  - ii. words in the singular include the plural and words in the plural include the singular;
  - iii. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
  - iv. words importing a person includes a natural person, partnership, corporation, body corporate, association, governmental or local authority, or agency or other entity;
  - v. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
  - vi. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning; and
  - vii. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.
- b. Any reading down or severance of a particular provision does not affect the other provisions of the Licence Agreement or Affiliate Entity Agreement (as applicable).

# EXECUTION PAGE

I declare and warrant that:

- a) I am the individual that I assert to be;
- b) **[Delete this item (b) if an individual is executing on their own behalf]** I am authorised to act on behalf of [insert entity] in connection with [entity's] status as an Affiliate Entity (if it is granted);
- c) all the information I have provided or will provide is true, complete and correct; and
- d) I understand that giving false or misleading information is a serious offence.

## EXECUTED as an agreement

**[OPTION 1: For an organisation (company, incorporated association, etc.)]**

**SIGNED** for and on behalf of the [insert entity]  
by its duly authorised representative

_____	_____
Name of authorised representative	Name of witness
_____	_____
Signature of authorised representative	Signature of witness
_____	_____
Date	Date

**[OPTION 2: For an individual]**

<b>SIGNED</b> by [ <i>Insert name of individual</i> ]	in the presence of
_____	_____
Signature	Signature of witness
_____	_____
Name (print)	Name of witness (print)
_____	_____
Date	Date