



**AUSTRALIAN  
OWNED**

# **AUSTRALIAN OWNED CERTIFICATION TRADE MARK RULES**

**Governing the Use of the Australian Owned Certification Trade Mark owned by  
Australian Owned Pty Ltd**

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## 1. BACKGROUND AND PURPOSE

The Australian Owned Certification Trade Mark (AO LOGO) has been established to enable business owners and operators to communicate Australian ownership to consumers and other businesses.

The Company owns the AO LOGO set out in **Schedule A**.

The AO LOGO has been created to act as an indicator for consumers looking for Australian owned businesses and products, to support and advance manufacturing and operations in Australia, creating jobs and strengthening the Australian economy. This is achieved through a strict certification process.

The AO LOGO is simple and iconic to add value and trust to goods or services. It provides Australian consumers with confidence that goods or services displaying the AO LOGO meet the particular requirements of the Australian Owned Certification Trade Mark Rules (the Rules).

The AO LOGO does not represent strictly Australian made products, but Australian Owned businesses that create products and provide services within Australia. As such marketing and communications must not indicate that products are made in Australia if they are not. Any products that claim to be Australian made must adhere to application ACCC guidelines and Australian Consumers Laws.

The Company has filed a copy of the Rules with the Australian Trade Marks Office in accordance with s.173 of The Australian Trade Marks Act 1995 (Cth) (The Act).

## 2. DEFINITIONS

In the Rules the following definitions apply:

<b>ACCC</b>	The Australian Competition and Consumer Commission.
<b>AO LOGO</b>	The Certification Trade Mark, representations of which are set out in <b>Schedule A</b> .
<b>Applicant</b>	An individual, business or organisation that applies to the Company for a Licence in accordance with Rule 4. For clarity, reference to an Applicant includes reference to all their employees and agents.
<b>Australian Owned Network</b>	A network of the Licensees.
<b>Australian Owned ID</b>	A unique number assigned to a business and used to identify certification. This number may also be referred to as AO ID.

<b>Business Day</b>	A day that is not a Saturday, a Sunday or a public holiday in the place concerned.
<b>Certified Witness</b>	A witness appointed as a Justice of the Peace or Commissioner for Declarations in the appropriate State or Territory within the Commonwealth of Australia where the Applicant/Licensee's Company holds its Primary Trading address.
<b>Certifier</b>	A person authorised by the Company to assess and certify that an Applicant meets the eligibility criteria set out in Rules 4.1 – 4.5. The approved Certifier is a Registered Australian Accountant or the Company.
<b>Certification Administrator</b>	A person authorised by the Company to assess and certify that an Applicant meets the eligibility criteria set out in Rule 4.
<b>Compliance Officer</b>	A person authorised by the Company to oversee internal certification processes.
<b>Company</b>	Australian Owned Pty Ltd ACN 640 496 260.
<b>Decision</b>	A decision made by the Company in respect of whether an Applicant should be granted a Licence after review of an application for a Licence, in accordance with Rule 4.
<b>Determination</b>	A determination made by the Company after review of a Request.
<b>Licence</b>	A non-exclusive right permitting a Licensee to use the AO LOGO in accordance with the Rules.
<b>Licence Agreement</b>	An agreement between the Company and the Licensee which sets out the terms of the Licence and includes the Rules.
<b>Licensee</b>	An Applicant that is considered to meet the eligibility criteria set out in Rules 4.1 - 4.5 and granted a Licence by the Company in accordance with the Rules. For clarity, reference to a Licensee includes reference to all of their employees and agents.
<b>Licence Period</b>	A period ending 12 months after the date the annual licence fee was paid in accordance with Rule 10.1.
<b>Manufacturer</b>	A business that manufactures goods within Australia and includes remanufacturing.
<b>Mediation</b>	An independent structured negotiation process managed by an impartial third party, known as a Mediator. A Mediator assists the disputing parties with assessing options and negotiating an agreement to resolve their dispute. A Mediator must be accredited under the National Mediator Accreditation System (NMAS) Standards and must be a member of a Registered Mediator Accreditation Body (RMAB) in Australia.
<b>Notice</b>	A Notice must be in English and delivered by prepaid post or email. A Notice delivered by pre-paid post is taken to be received 5 business days from the date of posting or, if from a place outside Australia, 14 Business Days from the date of posting. A Notice delivered by email is said to be received on the day the email was sent. A Notice sent on a non-Business Day or after 5.00pm on a Business Day is taken to be received on the next Business Day.

<b>Retailer</b>	An individual, business or organisation that sells direct to the public or business to business. For clarity, a retailer is not involved in the manufacturing of the items sold.
<b>Request</b>	A request from an Applicant to review a Decision submitted in accordance with Rule 8.1.
<b>Rules</b>	The rules as set out in this document and any amendments made hereto from time to time.
<b>Service Provider</b>	An individual, business or organisation that provides various aspects of industries which goods or products cannot. In general terms it describes work that supports a business but does not produce a tangible commodity.
<b>Statutory Declaration</b>	A legal instrument delegated pursuant to s.14 of the Oaths Act 1867 in the State of Queensland.
<b>The Act</b>	The Australian Trade Marks Act 1995 (Cth).
<b>Website</b>	The Company's website found at web address <a href="http://www.ausowned.com.au">www.ausowned.com.au</a>

### **3. INTERPRETATION**

3.1 In the Rules, unless context otherwise requires:

- i) words in singular in the plural and vice versa;
- ii) reference to a particular gender shall include all genders;
- iii) where a word has been defined, other parts of speech and grammatical forms of that word or phrase have corresponding definitions;
- iv) a reference to using the AO LOGO on a Product or for a Service is deemed a reference to displaying the AO LOGO on the Product itself, or on any packaging used for its delivery, or on any collateral associated with the advertising of the Product or Service;
- v) any word not defined in the Rules will have its ordinary meaning;
- vi) a reference to a rule is a reference to a rule of the Rules; and
- vii) a reference to a schedule is a reference to a schedule of the Rules.

### **4. AO CERTIFICATION**

4.1 An Applicant must:

- i) be at least 80% Australian owned;
- ii) pay tax in Australia; and
- iii) retain profits in Australia.

- 4.2 Subject to Rule 4.1, a **Retail Applicant** must demonstrate that they are at least 80% Australian owned and that at least 51% of products sold are Australian manufactured or produced for a Licence to be granted.
- 4.3 Subject to Rule 4.1, a **Manufacturer Applicant** must demonstrate that they are at least 80% Australian owned and that at least 31% of the products sold are Australian manufactured or produced for a Licence to be granted.
- 4.4 Subject to Rule 4.1, a **Service Provider Applicant** must demonstrate that they are at least 80% Australian owned and that at least 51% of their workforce are Australian with operations based in Australia for a Licence to be granted.
- 4.5 Subject to Rule 4.1, where an Applicant cannot demonstrate the eligibility criteria to qualify for a Licence under Rule 4.2 – 4.4, the Applicant may under Rule 4.5 apply if they can demonstrate that, if a product is imported, their business:
- i) value adds to the product, the cost of which is at least 31% of the final product cost, including raw goods, manufacturing, labour and any Australian tax payments, but excluding any packaging, assembly and/or added water; or
  - ii) provides a further substantial service, the cost of which is at least 31% of the final service cost, including any Australian tax payments, within Australia.

## 5. CERTIFICATION PROCESS

- 5.1 An Applicant can apply for AO LOGO by completing the online application form on the Website. A representation of the application form is set out in **Schedule B**.
- 5.2 The minimum requirements for an application are set out below. An Applicant must specify:
- i) business name;
  - ii) Australian Business Number (ABN);
  - iii) website;
  - iv) contact name;
  - v) Applicant's contact number;
  - vi) business contact number;
  - vii) email;
  - viii) post code;
  - ix) business type;
  - x) whether the annual turnover is less than \$2 million;
  - xi) what percentage of the business is owned by Australian citizens;
  - xii) how the Applicant became aware of Australian Owned; and
  - xiii) the industry the business belongs to.

The Company will maintain a register of the details above for each Applicant and subsequent Licensee.

- 5.3 The Company will appoint a Certification Administrator who will act as an approved certifier in the review of the Application.
- 5.4 The Company may also appoint a Compliance Officer to oversee and manage the work of the Certification Administrator.
- 5.5 Each application will be processed by the Certification Administrator, who will complete the process of due diligence including: :
- i) Review of the online submission for completeness;
  - ii) Verification of Australian ownership;
  - iii) Completion of checks to confirm the Applicant's business type and operations; ;
  - iv) Communicate with the business to further request evidence in support of the application where shortfalls are identified against the required criteria.
- 5.6 Where evidence is required, the evidence may take the form of:
- i) ownership records;
  - ii) accounts showing local products and services;
  - iii) a statement provided by a Certified Witness, in the form of an executed Statutory Declaration from their respective State or Territory, stating that the Applicant complies with one or more of Rules 4.1 – 4.5; and/or
  - iv) any other documentation demonstrating that the Applicant meets the eligibility criteria.
- 5.7 Where an Applicant does not provide a Statutory Declaration executed by a Certified Witness, the Company may act as the Certifier. An example of a Statutory Declaration applicable in the State of Queensland is set out in **Schedule C**.
- 5.8 Where the Applicant has an annual turnover of less than \$2 million, a statement provided in accordance with Rule 5.6 iii) may be in the form of a Declaration stating that the Applicant complies with one or more of Rules 4.1 – 4.5, executed by the Applicant's managing director. An example of a Declaration is set out in **Schedule D**.
- 5.9 Applications are subject to the approval of the Company. The Company will assess the application, including evidence provided under Rules 5.6 – 5.8, against the eligibility criteria set out in Rules 4.1 – 4.5.
- i) Where an Applicant meets the eligibility criteria to qualify for certification, in accordance with Rules 4.1 – 4.5, the application will be accepted and the Applicant will be granted an Australian Owned ID by the Company.
  - ii) Where an Applicant does not meet the eligibility criteria to qualify for certification, in accordance with Rules 4.1 - 4.5, the application will be rejected.
- 5.10 In instances where an application is rejected, an Applicant may request a review of the Decision in accordance with Rule 8.

## 6. BECOMING A LICENSEE AND OBLIGATIONS

6.1 An Applicant must meet the minimum criteria under Rules 4.1 – 4.5. Where they have demonstrated they meet the criteria under Rules 4.1 – 4.5 they may be granted a Licence, in accordance with Rule 5.9 i). An Applicant accepts and agrees to the terms of the Licence by entering into a Licence Agreement ('Licensee').

6.2 A Licensee of the AO LOGO must:

- i) comply with the Rules;
- ii) not make alterations to the graphic proportions or individual elements of the AO Logo, other than to resize to meet the Licensee's requirements;
- iii) only use the AO Logo in one of the approved forms as set out in **Schedule A** and as provided by the Company;
- iv) only use the AO Logo in association with goods or for services that are offered by the Licensee;
- v) maintain all standards of the Rules throughout the life of their Licence.

A Licensee is responsible for their use of the AO Logo and their own compliance with the Rules.

6.3 The AO Logo must only be used on services that meet the eligibility criteria in accordance with Rules 4.1 – 4.5 and have been approved by the Company in accordance with Rule 5.9. Evidence that the service complies with this Rule may be requested by the Company at any point during the life of the Licence.

6.4 The AO Logo must only be used on products that meet the eligibility criteria in accordance with Rules 4.1 – 4.5 and have been approved by the Company in accordance with Rule 5.9. Evidence that the product complies with this Rule may be requested by the Company at any point during the life of the Licence. .

6.5 A Licensee will receive an Australian Owned ID. The Australian Owned ID will be searchable on the Australian Owned database. Licensee information will be displayed on the database.

6.6 A Licensee will have access to the Australian Owned Network.

6.7 A Licensee must inform the Company of any changes to their business or organisation, including contact details and ownership details immediately. .

6.8 The AO Logo is the absolute property of the Company and may not be used by any person, entity or other organisation which has not been approved by the Company according to the Rules.

6.9 The Licensee does not have permission to grant its issued Licence to any third party. The Company has the authority to grant a Licence only.



- 6.10 A Licensee will ensure employees and agents understand the qualifying criteria and intent of the certification, and will refrain from implying that the AO LOGO infers that goods produced by the certified business are Australian made, when this is not the intention of the Trademark. Where Applicants seek to demonstrate that their goods are Australian made, they agree to abide by consumer laws and regulations regarding the Australian made products and other claims.

## **7. AMENDMENT AND REVIEW**

- 7.1 The Company may vary the Rules from time to time by applying to the Registrar of Trade Marks, pursuant to s.178 of The Act.
- 7.2 Where the Company varies the Rules, the Company will inform a Licensee, setting out the variation in the form of a Notice.

## **8. REQUEST TO REVIEW A DECISION NOT TO GRANT A LICENCE**

- 8.1 In instances where an application is rejected, an Applicant may request a review of the Decision. A Request must:
- i) be in writing to the Company;
  - ii) be received by the Company within 21 days of receipt of the Decision by the Applicant; and
  - iii) include all grounds and associated evidence on which the review is sought.
- 8.2 Within 30 days of receipt of a Request, the Company must:
- i) consider the Request;
  - ii) make a Determination as to whether the Decision should be maintained, or be changed pursuant to the Request; and
  - iii) report the Determination and the reason for the Determination to the Applicant in writing.
- 8.3 The Company may appoint another person to assist in reviewing the Decision and making a Determination, in accordance with Rule 8.2.
- 8.4 Where a Determination made in accordance with Rule 8.2 or 8.3 reverses a Decision of the Company, an Applicant may be granted a Licence.
- 8.5 Where a Determination made in accordance with Rule 8.2 or 8.3 maintains a Decision of the Company, an Applicant may apply for Mediation within 14 days of receipt of the Determination by the Applicant. Where an Applicant applies for Mediation, the Applicant must advise the

Company in the form of a Notice. A resolution reached by Mediation will be final. The Applicant will bear the cost of any Mediation.

## **9. COMPLAINTS AND DISPUTE RESOLUTION**

- 9.1 Where the Company receives a complaint about the use of the AO Logo by a Licensee, the Company will:
- i) write to the complainant, in the form of a Notice, to acknowledge receipt of the complaint;
  - ii) advise the Licensee, in the form of a Notice, that a complaint has been received and include details of the complaint; and
  - iii) initiate a compliance investigation, in accordance with Rule 9.2,
  - iv) within 14 days of receipt of the complaint by the Company.
- 9.2 Subject to Rule 9.1, where a compliance investigation is initiated:
- i) the Licensee has 14 days to respond to the Notice and provide evidence of:
    - a) current details of their business or organisation;
    - b) the particular AO Logo being used;
    - c) the products or services the AO Logo is being used for;
    - d) the employee or agent using the AO Logo; and
    - e) any other information demonstrating the Licensee's use of the AO Logo;
  - f) the Company will review the evidence and determine whether the complaint is valid; and
  - g) the Licensee may be required to undergo an independent compliance audit, conducted according to the Rules, at the discretion of the Company.
- 9.3 Where the compliance investigation, carried out in accordance with Rule 9.2, determines that the complaint is:
- i) invalid, there will be no further action; or
  - ii) valid and the Licensee is in breach of the Rules, the Company may take further action in accordance with Rule 9.6.
- 9.4 The Company will inform the Licensee of the outcome of the compliance investigation, within 14 days of completing the compliance investigation, pursuant to Rule 9.3, by Notice advising:
- i) whether the Company is satisfied that the Licensee has complied with the Rules;
  - ii) any actions that are to be taken by the Licensee in light of the compliance investigation; and
  - iii) the steps that the Company intends to take regarding any further action.
- 9.5 Where a Licensee receives a complaint directly about its use of the AO Logo, the Licensee must advise the Company of the complaint, including the details, in the form of a Notice. The Company will manage the complaint in accordance with Rules 9.1 - 9.4.
- 9.6 Where a Licensee is determined to have breached the Rules, the Company may:

- i) suspend the Licence for a specified period; or
- ii) terminate the Licence in accordance with Rule 11.1.

9.7 Where a Licence is suspended under Rule 9.6 i), the Licensee has an opportunity to rectify the breach. In the instance where the breach cannot be rectified or cannot be rectified within the specified period, the Company may terminate the Licence under Rule 9.6 ii).

9.8 Where the Company receives a complaint about the use of the AO Logo by a non-Licensee, the Company can:

- i) write to the complainant, in the form of a Notice, to acknowledge receipt of the complaint;
- ii) write to the non-Licensee, in the form of a Notice, setting out:
  - a) the complaint, including details of the complaint;
  - b) the Rules in accordance with which the AO Logo may legally be used;
  - c) a request for the non-Licensee to discontinue use of the AO Logo, including destroying any products, packaging used for its delivery, or any collateral associated with the advertising of the Product or Service that bear the AO Logo, within 14 days of receipt of the Notice by the non-Licensee; and
  - d) a request that legal costs, an account of profits and/or damages be paid, within 14 days of receipt of the complaint by the Company.

9.9 In addition to Rule 9.8, where the conduct of the non-Licensee has caused damage or failed to rectify the complaint as set out in a Notice pursuant to Rule 9.8(ii), the Company can commence legal action without prior notice, against the non-Licensee at any stage.

9.10 Within 30 days of completing a compliance investigation in response to a complaint received in accordance with Rule 9.1 or Rule 9.5, the Company will inform the complainant of the outcomes of the compliance investigation, in the form of a Notice, setting out:

- i) whether the Company is satisfied that the Licensee is complying with the Rules;
- ii) any actions that are to be taken by the Licensee in light of the compliance investigation; and
- iii) whether the Company intends to take any further action.

9.11 In response to a complaint received in accordance with Rule 9.8, the Company will inform the complainant, in the form of a Notice, that:

- i) the complaint against the non-Licensee has been resolved; or
- ii) that the Company is taking further action.

## **10. LICENSEE FEES AND ANNUAL RENEWAL**

10.1 The Licensee may be required to pay an annual licence fee. Details of the annual licence fee are set out on the Website.

- 10.2 The Company reserves the right to prescribe other fees or an amendment to the fees stipulated in Rule 10.1 from time to time.
- 10.3 Where the Licensee does not agree to any amendments to the licence fees, subject to Rule 10.2, the Licensee will have the opportunity to deregister from the Australia Owned Network and terminate their Licence, in accordance with Rule 11.4, without incurring additional fees.
- 10.4 Upon renewal of a Licence, and payment of the annual licence fee, a Licensee must provide the following to the Company:
- i) where there have been changes to their business or organisation, evidence in accordance with Rule 5.6 iii); or
  - ii) where there have been no changes to their business or organisation, a Declaration executed by the Licensee stating that there have been no changes to the business or organisation.
- 10.5 Where a Licensee provides a Declaration under Rule 10.4 ii), the Company may request that the Licensee provides evidence in accordance with Rule 5.6 iii). An example of a Declaration is set out in **Schedule E**.
- 10.6 Where no declaration is provided, the Certification Administrator will complete relevant checks in accordance with Rule 5.5.

## **11. TERMINATION OF LICENCE**

- 11.1 The Company may terminate a Licence, in accordance with Rule 11.2.
- 11.2 Where the Company terminates a Licence, the Company will inform a Licensee of the intention to terminate their Licence, in the form of a Notice, setting out:
- i) the reason for termination;
  - ii) a demand for the Licensee to discontinue all use of the AO Logo on all products, marketing material, packaging and other matter that bears the AO Logo or any reference to it; and
  - iii) the specified time frame within which the Licensee must discontinue all use of the AO Logo.
- Any products bearing the AO Logo, or any reference to it, not disposed of by the Licensee within the specified time frame must be dealt with at the Licensee's cost to erase the AO Logo, or any reference to it.
- 11.3 Where the Company terminates a Licence in accordance with Rule 11.1, the specified time frame under Rule 11.2 iii) is between 14 days and 4 months, depending on the severity of the breach and at the Company's discretion.

11.4 A Licensee may terminate their Licence by giving Notice to the Company at any point after being granted a Licence.

11.5 Where a Licensee terminates their Licence in accordance with Rule 11.4, the Licensee must discontinue all use of the AO Logo on all products, marketing material, packaging and other matter that bears the AO Logo or any reference to it within the specified time frame. Any products bearing the AO Logo, or any reference to it, not disposed of within the specified time frame must be dealt with at the Licensee's cost to erase the AO Logo, or any reference to it.

11.6 Where a Licensee terminates their Licence in accordance with Rule 11.4, the specified time frame under Rule 11.5 is:

- i) 1 month or the end of the Licence Period, whichever is first; or
- ii) up to 4 months, and is at the Company's discretion.

11.7 Where a Licensee fails to comply with:

- i) a Notice given by the Company in accordance with Rule 11.2; or
- ii) Rule 11.5,







the Company will have recourse to take other action in order to have the Licensee removed from the Directory online. The Company may reserve its right to commence legal action to recover any associated costs in the exercise of deregistration or damages associated with any economic loss experienced by the Company through the behaviour of the Licensee.









**SCHEDULE A – AUSTRALIAN OWNED TRADE MARK**



**Trade Mark Number 2106045**

**For all Goods & Services in classes**

Specific Goods Condition: Only wine goods with originating grapes grown and bottled in Australia are eligible for application.

1.		2.	
3.		4.	
5.		6.	

7.		8.	
9.		10.	
11.		12.	
13.		14.	

15.		16.	
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Where #00001 appears in the Australian owned Certification Trade Mark, #00001 is a representation of an Australian Owned ID that may be used in conjunction with the Australian Owned Certification Trade Mark as set out in this **Schedule A**. The Australian Owned ID does not form part of the material particulars.



## SCHEDULE B – APPLICATION FORM

### APPLICATION INFORMATION

Business Name	Applicants Contact Number
Australian Business Number (ABN)	Business Contact Number
Website	Email
Contact Name	Post Code

#### Business Type

- |  |                                  |
|--|----------------------------------|
| <input type="checkbox"/> Manufacturer          | <input type="checkbox"/> Service |
| <input type="checkbox"/> Retailer / Wholesaler | <input type="checkbox"/> Other   |

Is your annual turnover less than 2 million dollars? \*

- |                              |                             |                                 |
|------------------------------|-----------------------------|---------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
|------------------------------|-----------------------------|---------------------------------|

What percentage is owned by Australian CITIZENS? \*

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> 100%        | <input type="checkbox"/> Less than 80% |
| <input type="checkbox"/> 80% or more | <input type="checkbox"/> Unsure        |

How did you hear about us? \*

- |   |                                 |
|---|---------------------------------|
| <input type="checkbox"/> Facebook/Instagram | <input type="checkbox"/> Friend |
| <input type="checkbox"/> Radio              | <input type="checkbox"/> Other  |
| <input type="checkbox"/> Google             |                                 |

Please select an industry your business belongs to.

Administration & Support Services Agriculture, Forestry, Fishing Arts & Recreational Services Automotive Beauty Products & Services Child Care Services Construction Education Electricity, Gas, Water, Waste Services Financial & Insurance Services First Aid Training Healthcare & Social Assistance Hospitality	Information, Media & Telecommunications Manufacturing Mining Other Services Professional, Scientific & Technical Real Estate Services Rental & Hiring Services Retail Trade Tourism & Travel Transport, Postal & Warehousing Wholesale Trade Window Furnishings
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## SCHEDULE C – STATUTORY DECLARATION QUEENSLAND

### Oaths Act 1867

#### Statutory Declaration

I, [insert name], of [insert Business name] being a Registered Australian Accountant do solemnly and sincerely declare as follows:

1. I act for and on behalf of the Applicant, [insert Applicant's name] in regards to an application for a Licence to use the Australian Owned Trade Mark.
2. I am authorised to make this Declaration on behalf of the Applicant and I make this Declaration on information and documentation provided to me by the Applicant or representatives of the Applicant.
3. I have read and understood Rules 4.1 – 4.5 of the Rules associated with the Australian Owned Trade Mark. From the information and documentation made available to me I declare that the Applicant meets the eligibility criteria to be considered for a Licence to use the Australian Owned Trade Mark.
4. I declare that the Company's annual turnover is between [insert company turnover bracket] and understand pursuant to the fee structure that the business will pay an annual subscription fee of [insert fee cost] (not inclusive of GST) to Australian Owned.

And I make this solemn Declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths act 1867.

Signed and Declared At [insert city], [insert State], Australia dated this day [insert day] of [insert month], [insert year].

By:

.....

(Signature of [insert name of Accountant])

Registered Australian Accountant

[insert address of Accountant]

Taken and declared before me at [insert city], [insert State], Australia dated this day [insert day] of [insert month], [insert year].:

.....

(Signature of [insert name of certified witness])

[insert title of witness] (A Lawyer/Justice of the Peace/Commissioner of Declarations).

[insert address of certified witness]

## SCHEDULE D – DECLARATION

### DECLARATION

I, [insert name], do solemnly and sincerely declare as follows:

1. I am the Managing Director of [insert Applicant's name].
2. I am authorised to make this Declaration on behalf of the Applicant and I make this Declaration on information and documentation available to me.
3. I have read and understood Rules 4.1 – 4.5 of the Rules associated with the Australian Owned Trade Mark. From the information and documentation made available to me I declare that the Applicant meets the eligibility criteria to be considered for a Licence to use the Australian Owned Trade Mark.

And I make this solemn Declaration conscientiously believing the same to be true.

Signed and Declared At [insert city], [insert State], Australia dated this day [insert day] of [insert month], [insert year].

By:

.....

(Signature of [insert name of Managing Director])

Managing Director

[insert name of Applicant]

In The Presence Of:

.....

(Signature of witness)

[insert name of witness]

[insert title of witness]

[insert address of witness]

## SCHEDULE E – DECLARATION

### DECLARATION

I, [insert name] do solemnly and sincerely declare as follows:

1. I represent the Licensee [insert Licensee's name] #[insert Licensee's Australian owned ID] in regards to the renewal of their Licence to use the Australian Owned Trade Mark.
2. I am authorised to make this Declaration on behalf of the Licensee and I make this Declaration on information and documentation available to me.
3. I have read and understood Rules 4.1 – 4.5 of the Rules associated with the Australian Owned Trade Mark. From the information and documentation made available to me I declare that there have been no changes within or to the Licensee that would affect the Licensee's eligibility for a Licence to use the Australian Owned Trade Mark.
4. From the information made available to me, I declare that the Licensee continues to meet the eligibility criteria for their Licence to use the Australian Owned Trade Mark.

And I make this solemn Declaration conscientiously believing the same to be true.

Signed and Declared At [insert city], [insert State], Australia dated this day [insert day] of [insert month], [insert year].

By:

.....

(Signature of [insert name])

[insert position]

[insert address]

In The Presence Of:

.....

(Signature of witness)

[insert name of witness]

[insert title of witness]

[insert address of witness]