

Terms and Conditions

Context

The Terms and Conditions are made in the following context:

- A. The Licensee has applied for the Veteran Employment Commitment (**VEC**) and that application will be assessed for approval by the Department.
- B. Dependant on the **Activities** undertaken by the Licensee, as determined during the VEC assessment, the Licensee may be recognised as a:
 - a. Veteran Employment Supporter;
 - b. Veteran Friendly Employer; or
 - c. Veteran Employer of Choice.

Approval at one of these **Levels** will determine the VEC Logo the Licensee is permitted to use.

- C. As a result of the VEC assessment process a Licensee approved by the Department at a Level of the Veteran Employment Commitment may use the relevant **VEC Logo** in accordance with the following Terms and Conditions. Capitalised terms have the meaning given to those terms in clause 10.
- D. In recognising the unique nature of military service and how this can translate and be beneficial to a civilian organisation, Veteran Employment Commitment signatories also recognise that they should not seek to recruit any person who is a current serving **ADF** member that has not previously signalled their intention to separate from the ADF.

1. Licence for Term

1.1 Grant of licence

- (a) Subject to clause 1.1(b), the Department grants to the Licensee a non-exclusive, non-transferable, royalty-free licence to use the VEC Logo during the **Term**, within the **Territory** and solely for the Permitted Purposes.
- (b) The Licensee must ensure that the VEC Logo is used in accordance with the Guidelines and these Terms and Conditions.
- (c) The Licensee is not required to pay a licence fee in connection with the licence granted pursuant to these Terms and Conditions.
- (b) this licence does not adversely affect any interest, right or entitlement of the Department to the VEC Logo;
- (c) the Department may undertake due diligence reviews of the Licensee on application or during any licence term to ensure the integrity of the VEC, including but not limited to a Fair Work Ombudsman compliance history search, before approving the Licensee's use of the VEC Logo; and
- (d) nothing in these terms and Conditions confers on the Licensee any interest, right or entitlement in the VEC Logo other than as a non-exclusive licensee of the VEC Logo.

1.2 Extension of Term

The Term will be extended for a three-year period on each occasion that the Licensee is re-assessed and approved for a higher Level of the Veteran Employment Commitment. The relevant extension period will commence immediately following approval by the Department of eligibility of a higher Level of VEC.

1.3 Licensee's acknowledgments

The Licensee acknowledges and agrees that:

- (a) the Department is the owner of the VEC Logo;

1.4 Restrictions on use

The Licensee must not:

- (a) use the VEC Logo in any way that is likely to harm or prejudice the rights of the Department or damage the reputation of the Department;
- (b) use the VEC Logo other than for the Permitted Purposes;
- (c) alter, deface, make additions to, remove, erase or obliterate, wholly or partly, the VEC Logo;
- (d) license or purport to license any other person to use the VEC Logo;

- (e) apply to register as a trademark or authorise or assist anyone else to apply to register as a trademark the VEC Logo or any similar VEC Logo, either alone or in conjunction with any other VEC Logo or brand name; and
- (f) use or apply to register as a trademark, or authorise or assist anyone else to use or apply to register, a company, business or trading name or domain name which contains any part of the VEC Logo including any similar VEC Logo.

2. Use of Licensee's name and logo

- (a) If the Department approves the Licensee's use of the VEC Logo, the Licensee agrees that the Department may, subject to clause 2(c), include:
 - (i) the name, Australian Business Number, and website link of the Licensee on the **Website**; and
 - (ii) if the Licensee provides the Department with the Licensee's Logo in a medium acceptable to the Department, the Licensee's Logo on the Website.
- (b) The Department will remove the name of the Licensee from the Website and the Licensee's Logo (if applicable) within 30 Business Days from:
 - (i) the expiry or termination of the Term; or
 - (ii) the date on which the Licensee requests the Department to remove the Licensee's name and/or the Licensee's Logo from the Website; or
 - (iii) the date when the Department, at its absolute discretion, determines that reasonable attempts by the Department to contact the Licensee's representative are unsuccessful.
- (c) The Department will not distort cover up, modify or otherwise vary the Licensee's Logo as provided to the Department, other than altering the size
- (d) The Licensee acknowledges that the Department may:
 - (i) disclose or publish (including for marketing or public relations purposes) the Licensee's name and Australian Business Number, that the Licensee has

made the VEC and any other information the Licensee provides to the Department including information about the Licensee's business, the industry the Licensee is in, the location of the Licensee's business, the size of the Licensee's business and activity undertaken to support veteran employment (**Activities**);

- (ii) provide general information to the Licensee about veteran employment (inclusive of defence and veteran partners 'partners') that will not include identifiable veteran data; and
- (iii) request the Licensee complete voluntary surveys or provide information to the Department to support the development or delivery of policy, programs or processes supporting veteran and partner employment
- (e) Disclosing information provided by the Licensee as is necessary for the purposes of administering these Terms and Conditions.
- (f) The Department will not be in breach of these Terms and Conditions if it discloses the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.
- (g) The Department's privacy statement can be found on it's website at [Website privacy statement | Department of Veterans' Affairs \(dva.gov.au\)](https://www.dva.gov.au/website-privacy-statement).

3. Warranties

3.1 Warranties by the Licensee

The Licensee warrants that:

- (a) it will cooperate and take all reasonable steps to preserve the existing rights of the Department in the VEC Logo during the Term;
- (b) it will not use the VEC Logo other than for the Permitted Purpose; and
- (c) the use by the Department of any Licensee's Logo provided to the Department will not infringe the rights of the Licensee or any third party or infringe any law.

3.2 Obligations of the Licensee

The Licensee agrees to:

- (a) accept the Department's decisions on approvals applicable to an applicant's VEC Level;
- (b) acknowledge that the Licensee has a right to discuss their assessment with the Department;
- (c) continue supporting the VEC activities they have declared they undertake;
- (d) not recruit or attempt to recruit, directly or by assisting others, any person who is a current serving **ADF** member that has not previously signalled their intention to separate from the ADF;
- (e) continue to recognise that employment of partners of veterans and veterans can be beneficial to the Licensee's [insert wording];
- (f) within three Business Days, notify the Department in writing of any changes to the VEC Level activities undertaken, contact details, or of anything that may affect the integrity of the VEC.

3.3 Exclusion of liability

To the extent permitted by law, the Department is not liable for any liabilities, demands, expenses or damages, incurred by the Licensee arising out of the use of the VEC Logo or the Department's performance of any action or obligation permitted pursuant to this Deed.

4. Restricting use of VEC Logo

Notwithstanding anything to the contrary in this Deed, the Department may, at any time and in the Department's absolute discretion, require the Licensee to immediately cease using the VEC Logo, including, but not limited to where:

- (a) the Department withdraws its approval for the Licensee to use the VEC Logo;
- (b) the Department has decided to stop using the VEC Logo;
- (c) the Department has agreed with another person that the Department will not use, and will not authorise any other person to use the VEC Logo; or
- (d) the VEC Logo is or has become the subject of a Claim.

5. Infringements and Claims

- (a) The Licensee must immediately notify the Department of any Infringement or Claim of which the Licensee becomes aware of whether actual or threatened in respect of the VEC Logo.
- (b) Only the Department is entitled to take, at its own expense, whatever action it deems reasonably necessary in relation to any Infringement or to defend any Claim.

6. Termination

6.1 Termination by the Commonwealth

The Department may immediately terminate these Terms and Conditions by notice in writing to the Licensee if:

- (a) the Licensee engages in any conduct or practice that is likely, in the Department's opinion, to adversely affect:
 - (i) the VEC Logo (including any reputation and goodwill in the VEC Logo);
 - (ii) the Department's rights to the VEC Logo; or
 - (iii) the Department's reputation;
- (b) the Licensee breaches any of its obligations under these Terms and Conditions and the breach is:
 - (i) not rectified, if it can be rectified, within 20 Business Days of being given a notice of the breach by the Department; or
 - (ii) not capable of being rectified;
- (c) subject to any law to the contrary that binds the Department, the Licensee:
 - (i) commits an act of bankruptcy, becomes insolvent or is unable to pay its debts as and when they become due;
 - (ii) is wound up, voluntarily or involuntarily; or
 - (iii) goes into liquidation or passes a resolution to go into liquidation, otherwise than for the purposes of reconstruction;
- (d) the Department requests the Licensee to re-commit to the VEC and the Licensee indicates that it will not re-commit or the Licensee does not re-commit within the timeframe required by the Department;

- (e) termination becomes necessary, in the Department's reasonable opinion and absolute discretion, due to a change of government or government policy;
- (f) the Department is required to exercise its rights under clause 2(b)(iii).

6.2 Consequences of expiry or termination

On termination or expiry of these Terms and Conditions, the Licensee must immediately:

- (a) cease representing itself as a Licensee of the VEC Logo;
- (b) cease using and take down or remove all representations of the VEC Logo including, without limitation all use of the VEC Logo on any item, website, communications material or other property owned or controlled by the Licensee;
- (c) as applicable, apply to remove its recorded interest as a Licensee of the VEC Logo; and
- (d) cease to associate itself with the VEC Logo and not do anything that suggests a connection in respect of the VEC Logo.

7. Dispute resolution

7.1 Procedure for dispute resolution

The Department and the Licensee agree that any dispute arising between the Department and the Licensee will be dealt with as follows:

- (a) first, the party claiming that there is a dispute will send to the other a notice in writing setting out the nature of the dispute;
- (b) secondly, the parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who have authority to intervene and direct some form of resolution;
- (c) thirdly, the parties have 10 Business Days from the receipt of the notice in clause 7.1(a) to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
- (d) lastly, if:
 - (i) there is no resolution or agreement; or
 - (ii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no

resolution within 15 Business Days of the submission, or such extended time as the parties may agree in writing before the expiration of the 15 Business Days,

then, either party may commence legal proceedings.

7.2 Exemption

This clause:

- (a) does not apply to action by either party under or purportedly under any clause relating to termination, whether for convenience or for default; and
- (b) does not preclude either party from commencing legal proceedings for urgent interlocutory relief.

8. General

- (a) No variation of these Terms and Conditions is binding unless agreed in writing between the Department and the Licensee.
- (b) Any reading down or severance of a particular provision does not affect the other provisions of these Terms and Conditions.
- (c) A waiver of any provision of these Terms and Conditions must be in writing.
- (d) No waiver of a term or condition will operate as a waiver of another breach of the same or of any other term or condition.
- (e) If a party does not exercise, or delays in exercising, any of its rights, that failure or delay does not operate as a waiver of those rights.
- (f) A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right.
- (g) The Licensee must not assign or transfer its rights or obligations under these Terms and Conditions.
- (h) These Terms and Conditions are to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory and the parties submit to the jurisdiction of the courts of the Australian Capital Territory.

9. Survival

In addition to this clause, the following clauses will survive the termination or expiry of this licence:

- (a) clause 1.3 (Licensee's acknowledgements);
- (b) clause 1.4 (Restrictions on use);
- (c) clause 3.1 Warranties by the Licensee
- (d) clause 3.2 (Exclusion of liability);
- (e) clause 6.2 (Consequences of termination or expiry); and
- (f) clause 7 (Dispute Resolution).

10. Definitions

In this Deed, unless the contrary intention appears:

Activity/ activities means a demonstration of commitment to employing veterans and creating an environment where veterans can perform at their best, and which fall into three VEC categories:

- Recruitment
- Support and Retention
- Leadership and Public Commitment

ADF Australian Defence Force

Business Day means any day except Saturday, Sunday and a public holiday in Canberra, Australian Capital Territory.

Claim means any actual, suspected or threatened claim by a third party concerning the use of the VEC Logo, or any substantially identical or deceptively similar VEC Logo.

Department means the Commonwealth of Australia as represented by the Department of Veterans' Affairs & The Repatriation Commission and the Military Rehabilitation and Compensation Commission (ABN 23 964 290 824) or such other department or agency of the Commonwealth that is from time to time responsible for the administration of these Terms and Conditions.

Guidelines means the Guidelines at Schedule 1 as amended from time to time by and at the sole discretion of the Department.

Infringement means any actual, suspected or threatened infringement of, or challenge to, the VEC Logo and any conduct in relation to the VEC Logo that may constitute passing off or misleading or deceptive conduct.

Level means one of three tiered sets of VEC activities that represent support for veterans and partners of serving or former ADF members

- Veteran Employment Supporter;
- Veteran Friendly Employer; or
- Veteran Employer of Choice.

Licensee means the entity that has agreed to comply with these Terms and Conditions including the Guidelines.

Licensee's Logo means any logo provided by the Licensee to the Department for the purposes of display on the Website.

Permitted Purpose means the following purposes:

- a. use for online or physical advertising and signage purposes;
- b. use in online or physical promotional and publicity material; and
- c. use in online or print medium material including press releases.

Term means the term commencing on the date that the Licensee is advised of the determined Level and expiring after three years or such other date determined in accordance with clause 1.2.

Territory means Australia and includes websites with an .au domain name.

VEC Logo means the logo, as applicable to the Licensee's assigned Level, as identified in the attached Guidelines

Veteran Employment Commitment / VEC means the commitments relating to the employment of veterans given by the Licensee as specified on the Website.

Website means the veterans employment website at www.veteransemployment.gov.au and may also be found through www.dva.gov.au

11. Interpretation

In these Terms and Conditions, unless the contrary intention appears:




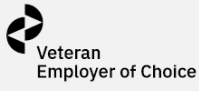





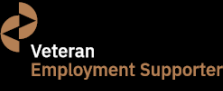

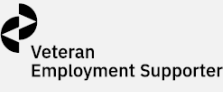
- (a) words importing a gender include any other gender;
- (b) words importing a tense include any other tense;
- (c) words in the singular include the plural and words in the plural include the singular;
- (d) clause headings are inserted for convenient reference only and have no

- effect in limiting or extending the language of provisions to which they refer;
- (e) words importing a person include a partnership and a body whether corporate or otherwise;
 - (f) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of such legislation or legislative provision;
 - (g) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
 - (h) a reference to an Item is a reference to an Item in the Schedule;
 - (i) the Schedule and any attachments form part of these Terms and Conditions;
 - (j) where any conflict arises between the Terms and Conditions and any part of the Schedule (and attachments if any), the
- Terms and Conditions of the clauses prevail;
- (k) where any conflict arises between any part of the Schedule and any part of an attachment, the Schedule prevails;
 - (l) a reference to the Schedule (or an attachment) is a reference to the Schedule (or an attachment) to these Terms and Conditions, including as amended or replaced from time to time by agreement in writing between the parties;
 - (m) a reference to a party to these Terms and Conditions includes any department or agency of that party which is from time to time responsible for the administration of these Terms and Conditions; and
 - (n) a reference to writing means any representation of words, figures or symbols, whether or not in a visible form.

Schedule 1– Guidelines

Veterans Employment Commitment – Logo Guidelines

Part of the Veteran Employment Program, the Veteran Employment Commitment is a sub- brand of the Department of Veterans’ Affairs, which is awarded to organisations that support our program. These are identified in three levels, representing their level of commitment.

<p>Our logos</p> <p>Veteran Employer of Choice</p> <p>Primary Logo</p> <p>This is the Veteran Employer of Choice logo and should be the main logo used on applications.</p> <p>The logo has been designed so that it can be reproduced in as many mediums as possible. Please do not redraw, trace or modify the logo in any way.</p>	 <p>Primary logo in full colour.</p>	 <p>Primary logo in reverse.</p>  <p>Primary logo in white.</p>  <p>Primary logo in black.</p>
<p>Our logos</p> <p>Veteran Friendly Employer</p> <p>Primary Logo</p> <p>This is the Veteran Friendly Employer logo and should be the main logo used on applications.</p> <p>The logo has been designed so that it can be reproduced in as many mediums as possible. Please do not redraw, trace or modify the logo in any way.</p>	 <p>Primary logo in full colour.</p>	 <p>Primary logo in reverse.</p>  <p>Primary logo in white.</p>  <p>Primary logo in full colour.</p>
<p>Our logos</p> <p>Veteran Employment Supporter</p> <p>Primary Logo</p> <p>This is the Veteran Employment Supporter logo and should be the main logo used on applications.</p> <p>The logo has been designed so that it can be reproduced in as many mediums as possible. Please do not redraw, trace or modify the logo in any way.</p>	 <p>Primary logo in full colour.</p>	 <p>Primary logo in reverse.</p>  <p>Primary logo in white.</p>  <p>Primary logo in full colour.</p>

Clear space and minimum size

Clear space

Clear space helps our logos to stand out and ensures they are not compromised by other elements or brands.

The minimum logo clear space is determined by 'X' being half the height of the icon from our logos. This distance should be maintained around each of the logos at all times. These rules apply for all three tiers of the Veteran Employment commitment tiers.

Minimum size

Primary logo (print)	25mm (w)
Primary logo (digital)	70px (w)
Locked up logo (print)	50mm (w)
Locked up logo (digital)	140px (w)



Primary logo

Logo co-branding

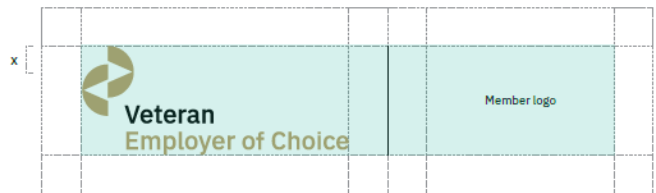
Co-branding for members

When members of the Veteran Employment Commitments need to co-brand their logo with their awarded logo, the following rules should be adhered to.

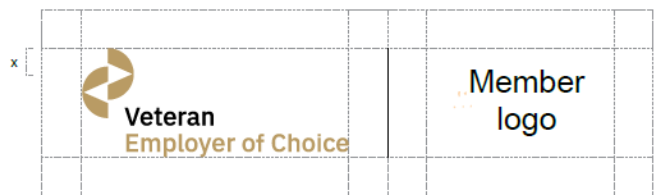
Their tier of the Veteran Employment Commitment logo must always be surrounded by clear space, determined by 'X' being half the height of the icon from our logos, and a black or white vertical divider line at 0.5pt. This ensures both logos are easily identifiable, visible and legible wherever it appears.

The blue zone identified is the maximum space allowed for the members logo. In most cases the member logo should be of equal height of the blue zone. However, in order for the member logo to 'balance' well with the relevant Veteran Employment Commitments logo, these rules may not apply.

Portion and clear space



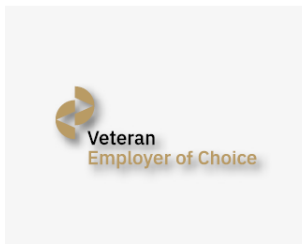
Example



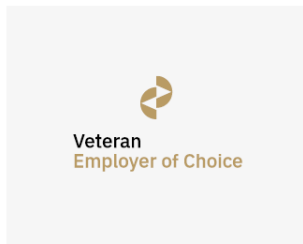
Incorrect use

Here are some examples of treatments to avoid for each of the three tiers under the Veteran Employment Commitments. The logo must never be traced, re-drawn or modified in any way.

The examples on this page show how the logo is not to be used.



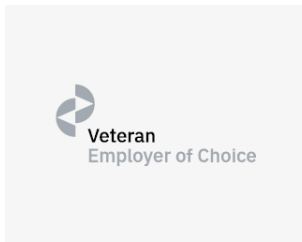
⊗ Do not use heavy drop shadows, embossing or similar effects.



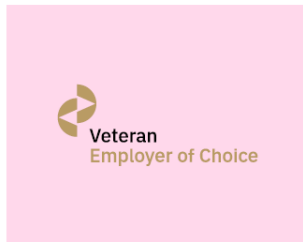
⊗ Do not split or move elements of the logo around.



⊗ Do not shear, skew, tilt or slant the logo.



⊗ Do not use colour variations unless specified in this document or change the colour of each tier.



⊗ Do not place over colours other than those specified in the brand colour palette.



⊗ Do not place over complex photographs or backgrounds that do not provide enough contrast.