



1 Introduction

- 1.1 The enrich360 Program details a process whereby food waste is turned into biomass by commercial kitchens which is then added to other organic waste by a composter to produce a food waste enriched fertiliser and returned to the farms that grow the produce; or other valuable horticultural or farming purposes. Commercial kitchens and their customers benefit from tastier, more nutritional produce, whilst the addition of biomass improves our soil and help to prevent soil degradation. Food waste is used in valuable and worthwhile outcomes, with the aim of reducing the quantity of food waste disposed of in landfill sites which is a major producer of ozone-depleting methane gas.
- 1.2 enrich360 Program Components:
enrich360 Certification,
enrich360 Waste Logistics,
enrich360 Food Waste Dehydrators,
The enrich360 App,
enrich360 Fertiliser Products,
enrich360 Certified Produce
- 1.3 enrich360 Flow Chart:
Certified Outlet,
enrich360 Biomass,
Certified Composter,
Fertiliser,
Certified Farm,
Produce,
Certified Distributor,
Produce
- 1.4 The following rules ("Rules") govern the use of the enrich360 Certification Trademark ("Trade Mark") set out in the Schedule.
- 1.5 The enrich360 Program aims to achieve:
 - a) Value creation by productive use of food waste;
 - b) Harm reduction by reducing the volume of food waste in a landfill; and
 - c) Traceability of food products throughout their lifecycle.
- 1.6 In these Rules:
 - a) 'Accreditation' means the action or process of assessing the compliance of an organisation with the Rules of the enrich360 Program.
 - b) 'Accreditation Fee' is the annual fee as determined by the enrich360 Program Manager for membership to the enrich360 Program.
 - c) 'Certification' means the action or process of providing an organization with membership to the enrich360 Program by issuing an official document attesting to their satisfaction with the Accreditation standards.
 - d) 'Certified Professional Soil Scientist' means an individual qualified under the Certified Professional Soil Scientist accreditation program administered by Soil Science Australia.
 - e) 'Certificate of Accreditation' means the document issued to new Certified Members of the enrich360 Program upon successful application under Article 5.
 - f) 'desk audit' means the review process of ensuring continued compliance with the enrich360 Programs rules outlined hereafter.
 - g) 'enrich360 Advisory Committee' means the committee described in Article 12.6.
 - h) 'enrich360 App' means the mobile digital technology application developed by or on behalf of the enrich360 Program Manager to be used by the public in accessing the enrich360 Program.
 - i) 'enrich360 biomass inputs' means the enrich360 organic material required to ensure that the product has sufficient quality and grade to satisfy the goals and aims of the Program as defined in Article 1.1 and 1.5.
 - j) 'enrich360 Certified Member' means those organisations or individuals who have achieved certified membership pursuant to Article 5.
 - k) 'enrich360 Program' means the program described in Article 1.1.
 - l) 'enrich360 Program Manager' means the individual responsible for the oversight of the enrich360 Program, as varied from time to time.
 - m) 'Intellectual Property' means:
 - i. The enrich360 Trade Mark; and
 - ii. Any material related to the enrich360 Program.
 - n) 'Owner' means enrich360 Pty Ltd, as varied with approval of the ACCC and IP Australia.
 - o) 'service agreement' means the contractual arrangement between ENRICH360 PTY LTD and the Certified Member signed upon successful application for accreditation under the program.

2 General Provisions

- 2.1 The Rules are made in accordance with the laws, regulations and measures applying to certification trade marks in the jurisdictions in which the Trade Mark is registered.
- 2.2 The Trade Mark is approved by the relevant statutory bodies in the jurisdictions in which it is registered and use for proving the special quality of the Goods and Services.
- 2.3 Organisations and Individuals who engage contractually with the enrich360 Program Manager will be classes as an "enrich360 Members" and will be authorised to display a Membership Certificate during the period where they work towards certified membership to the enrich360 Program. The display of this

Membership Certificate in no way authorises the use of the Trade Mark, which can only be used upon approval of the application to become a Certified Member of the enrich360 Program in accordance with these Rules.

- 2.4 Organisations or individuals may apply to be subject to an accreditation audit to become a certified member of the enrich360 Program in one or more of the following categories:
 - a) Farm
 - b) Distributor
 - c) Red Outlet- Produce User or Waste Contributor
 - d) Gold Outlet - Produce User and Waste Contributor
 - e) Machinery
 - f) Logistics Partner
 - g) Fertiliser
 - h) Composter
 - i) Compost
 - j) IT Traceability Provider
- 2.5 Accreditation Fee: \$100 AUD+ GST annually or as mutually agreed to by the enrich360 Program Manager and an organisation that is listed under Article 2.4, for the year, or part-year commencing 1 July.
- 2.6 If payment of the Accreditation fee is not received by 1 July annually, the enrich360 Program Manager may, at its discretion, terminate or suspend the Applicants license or allow additional time to pay the Accreditation fee.
- 2.7 The Program Manager may vary the enrich360 Accreditation fees from time to time and between the categories of organisations listed under Article 2.4.

3 Certification Requirements

- 3.1 The consistency and integrity of the goods and services are maintained by ensuring that the Trade Mark is only applied to Goods and Services which meet the criteria set out in this Article 3 and in accordance with these rules.
- 3.2 The Trade Mark may only be applied to Goods and Services that meet the following two criteria:
 - a) The Goods and Services must be related to at least one component of the enrich360 Program detailed under Article 2.4 and meet the minimum requirements outlined in the Accreditation Standards for each identified in Article 4.

4 Accreditation Standards

- 4.1 To seek accreditation as a member of the enrich360 Program it is necessary to satisfy the standards of one or more of the categories of Certified Memberships outlined below:
 - a) **Farm**

To attain enrich360 accreditation as a Certified Farm, an organisation must:

 - i. Source from a Certified Member of the Program, enrich 360 fertiliser/products to replace a minimum of 20% of prior used non-enrich360 products annually to assist in the production of better more nutritious food;
 - ii. Affix the appropriate number of stars below the Trade Mark identified in Article 1.4 to demonstrate to the public the percentage of enrich360 program products used on the farm, such that:
 - I. Each star indicates 20% of the total quantity of non-enrich360 fertiliser/products which have been replaced by enrich360 certified fertiliser/products up to a maximum of 5 stars indicating 100% usage of enrich360 fertiliser or products by the Certified Farm;
 - II. enrich360 Certified Members must round their usage percentage down to the nearest 20% increment and must, under no circumstances round up their usage figures;
 - iii. Submit a statutory declaration swearing:
 - I. Adherence to standards of quality and conduct established by the governing associations of their relevant produce; and
 - II. Specifying the volume of enrich360 fertiliser/products utilised in the calendar year, as well as the overall percentage of enrich360 products utilised by the farm; and
 - iv. Use the services of an IT Traceability Provider.
 - b) **Distributor**

To attain enrich360 accreditation as a Certified Distributor, an organisation must:

 - i. Either:
 - I. Source a minimum of 10% of your produce product from a Certified Farm annually; or
 - II. Contribute food waste that is collected by an enrich360 Certified Logistics Partner as defined in 4.1 (f);
 - ii. Consequently, the organisation must:
 - I. Affix the appropriate number of stars below the Trade Mark identified in Article 1.4 to demonstrate to the public the percentage of enrich360 produce sourced if they seek accreditation under Article 4.1 (b)(i)(I), such that:
 - i. Each star indicates 10% of the total quantity of produce sourced from Certified Farms up to a maximum of 5 stars indicating 50% or more produce sourced from enrich360 Certified Farms;
 - ii. enrich360 Certified Members must round down the percentage of produce sourced to the nearest 10% increment and must, under no circumstances round up their usage; or
 - II. Affix a tagline below the Trade Mark identified in Article 1.4 stating "Waste Contributor" if they seek accreditation under Article 4.1 (b)(i)(II); and
 - iii. Use the services of an IT Traceability Provider.
 - c) **Red Outlet - Produce User or Waste Contributor**

To attain enrich360 accreditation as an enrich360 Certified Red Outlet - Produce User or Waste Contributor, an organisation must:

 - i. Either:
 - I. Source a minimum of 80% of your produce products from an enrich360 Certified Farm or Distributor as defined in 4.1 (a) and 4.1 (b); or
 - II. Contribute food waste which is collected by an enrich360 Certified Logistics Partner as defined in 4.1 (f) and use enrich360 Certified Machinery as defined at 4.1 (e);
 - ii. Use the services of an IT Traceability Provider; and
 - iii. Place a tag line below the mark identified in Article 1.5 stating, either:
 - I. "Produce" if you have sought certification under Article 4.1 (c)(i)(I); or
 - II. "Waste" if you have sought certification under Article 4.1 (c)(i)(II).
 - d) **Gold Outlet - Produce User and Waste Contributor**

To attain enrich360 accreditation as a Certified Gold Outlet - Produce and Waste, an organisation must

 - i. Both:
 - I. Source a minimum of 80% of your produce products from an enrich360 Certified Product Distributor or Farm as defined in 4.2; and
 - II. Contribute food waste which is collected by an enrich360 Certified Logistics Partner as defined in 4.3 and use enrich360 Certified Machinery;
 - ii. Use the services of an IT Traceability Provider; and
 - iii. Place a tag line below the mark identified in Article 1.5 stating "Produce and Waste".
 - e) **Machinery**

To attain enrich360 accreditation as Certified Machinery, the machinery must:

 - i. Consist of:
 - I. Methods of collecting and composting food waste that uses a high-temperature dehydration process in situ at Outlet locations; or
 - II. Other methods of processing food waste as may be approved upon application provided that the enrich360 Program Manager is satisfied that the method will satisfy the enrich360 Program's aims as outlined in Article 1.1 and 1.5.
 - f) **Logistics Partner**

To attain enrich360 accreditation as a Certified Logistics Partner, an organisation must:

 - i. Have a duly signed contractual agreement to collect organic waste from an Outlet as defined under Article 4.1 (c) or 4.1 (d);
 - ii. Deliver 100% of the collected organic waste to be used as an enrich360 Certified Compost or Fertiliser as defined in 4.1 (g) and 4.1 (i); and
 - iii. Use the services of an IT Traceability Provider;
 - g) **Fertiliser**

For a product to attain enrich360 accreditation as a Certified Fertiliser, the product must:

 - i. Be 100% percent organic material from enrich360 Certified Machinery as defined in 4.1 (e) above; or
 - ii. Possess such a percentage as testing/specification requires to achieve specific plant growth or soil improvement properties as advised and documented by a Certified Professional Soil Scientist to ensure that the product meets the enrich360 Programs aims as outlined under Articles 1.1 and 1.5.
 - h) **Composter**

To attain enrich360 accreditation as a Certified Composter, an organisation must:

 - i. Accept organic material from enrich360 Logistics Partner and/or directly from a Waste Contributor as identified in Article 4.1 (f), 4.1 (c) or 4.1 (d) respectively, to be used in compost from a source using Certified Machinery as defined in 4.1 (e) above;
 - ii. Actively market enrich360 Compost as evidenced by a schedule outlining the activities undertaken in marketing the product and a sworn statutory declaration attesting to the completion of the activities outlined in the schedule;
 - iii. Provide test results from a NATA accredited laboratory as evidence of compliance with Australian Compost Standard AS4454; and
 - iv. Use the services of an IT Traceability Provider;
 - i) **Compost/Further Processed Product**

To attain enrich360 accreditation as a Certified Compost, the Compost/Further Processed Product must:

 - i. Include an appropriate percentage of organic material to achieve the aims of the enrich360 Program as outlined in Articles 1.1 and 1.5 as assessed by a Certified Professional Soil Scientist or other recognised scientific expert;
 - ii. The organic material must be provided by an enrich360 Certified Logistics Partner and/or directly from a Waste Contributor as identified in Article 4.1 (f), 4.1 (c) or 4.1 (d)

- respectively, using Certified Machinery as defined in 4.1 (e); and
- iii. The producer must provide NAT A accredited laboratory test results or similar as evidence of compliance with Australian Compost Standard AS4454 or other applicable 'AS' standard and of agreed enrich360 biomass inputs.
- j) IT Traceability Provider**
To attain enrich360 accreditation as a Certified IT Traceability Provider, an organisation must:
- i. Provide an IT software package or platform that is able to achieve the IT traceability requirements necessary as specified by the enrich360 Program Manager to achieve the aims of the program outlined in Article 1.5.
- 4.2 For an Individual or Organisation to achieve Certification it is necessary for them to adhere to the applications process outlined under Article 5, satisfy the Applications Review under Article 7 demonstrating that they meet the Certification Requirements outlined in Article 3.2 and the applicable Accreditation Standards under Article 4.1.
- 5 Procedure for Application on the Use of the Trade Mark**
- 5.1 An Applicant shall submit a written application for use of the Trade Mark to the Owner. The Application must:
- a) be submitted in a current applications form approved by the Owner;
 - b) be accompanied by payment of the Accreditation fee;
 - c) Enclose any such documentation as may be required including, but not limited to evidence of test results, invoices, statutory declarations regarding advertising, quantity of enrich360 products used etc. as determined by the enrich360 Program Manager or Advisory Committee, to satisfy them that the Applicant is able to achieve the aims of the Program outlined in Article 1.5; and
 - d) Be sent to the address as specified by the Owner for the receipt of applications under Article 11.
- 5.2 Applicants must always be honest in their dealings with the owner and the Advisory Committee. An applicant must not provide any information, whether as part of the Application or otherwise, that is false, dishonest or misleading.
- 5.3 Applications submitted in accordance with Article 5.1 will be submitted to an approved certifier ("Auditor") for review. The Auditor will review each Application for compliance with these Rules in accordance with Article 7.
- 5.4 The Owner will notify the Applicant in writing of the decision and, in the case where the Applicant does not pass the Application process, the reasons for the decision.
- 5.5 If an applicant passes the above Application process:
- a) The Applicant and Owner must both sign a service agreement which will include these Rules regarding the Applicants use of the Trade Mark; and
 - b) The Applicant must pay the Accreditation Fees outlined in Article 2.5 annually before the annual turnover on the 1 July.
- 5.6 Upon fulfilment of the process in Article 5.5, the Applicant will become a Certified Member and will be authorised to use the Trade Mark, subject to these Rules for a period of one (1) year.
- 5.7 A Certified Member may submit a written application to renew its accreditation ("Renewal Application") to the Program Manager, prior to the expiration of its current term. The Renewal Application must:
- a) be submitted in a form approved by the Program Manager;
 - b) Be accompanied by payment of the Accreditation Fee, as is applicable at the time of payment pursuant to Article 2.5;
 - c) Enclose any such documentation as may be required including, but not limited to evidence of test results, invoices, statutory declarations regarding advertising, quantity of enrich360 products used etc. as determined by the enrich360 Program Manager to satisfy them that the Applicant is able to achieve the aims of the Program outlined in Article 1.5; and
 - d) be sent to the address as specified by the Owner for receipt of the application.
- 5.8 The Applicant will be notified of the outcome of the Renewal Application in accordance with Article 5.4. Upon approval by the Program Manager, the Certified Members accreditation license will be extended for a period of one (1) year from the existing expiry date. Certified Members must ensure they have a current and up to date version of the service agreement.
- 5.9 If the Renewal Application is not received and approved prior to the expiration of the existing license term
- a) The Accreditation will be automatically terminated at the end of the term;
 - b) The former Certified Member must stop all use of the Trade Mark within seven (7) days of the end of the license term; and
 - c) If the former Certified Member wishes to use the Trade Mark again, it must submit a new application in accordance with Article 5.1.
- 6 Qualifications to serve as an approved certifier**
- 6.1 The audit conducted pursuant to Article 7, must be conducted by an individual, or consultant, with appropriate skills employed by ENRICH360 PTY LTD who satisfies the following requirement:
- a) the Owner must be satisfied that the Auditor has a sound knowledge of the enrich360 Program; acceptable academic and analytical capability; and experience in auditing, to rely upon these Rules and the governance requirements mandated by the Accreditation Standards under Article 4.
- 6.2 The approved certifier may engage parties with additional expertise to assess an Applicants ability to meet the standards outlined under these Rules.
- 6.3 The Advisory Committee must approve the appointment of the Certifier upon the recommendation of the enrich360 Program Manager to do so, provided that the Program Manager is convinced that the individual satisfies the qualification requirements under Article 6.1 with the aim to achieve the aims of the enrich360 Program outlined under Article 1.5.
- 7 Applications Review**
- 7.1 The Auditor:
- a) must conduct a review in accordance with this Article 7 when considering an application submitted in accordance with article 5.1; and
- b) may conduct a desk audit in accordance with this Article 7 at any time during the term of a Certified Member's accreditation;
- 7.2 To ensure compliance with these Rules.
- 7.2 Reviews and desk audits will be based on documentation issued by applicants pursuant to the requirements of the specific category on which their Accreditation relies under Article 4.1.
- 7.3 The Auditor may inform itself by:
- a) requesting additional information from the Applicant or Certified Member;
 - b) conducting its own further investigation; or
 - c) considering any other evidence that it considers relevant for the purpose of checking compliance with these Rules and with the aims of the enrich360 Program as outlined in Article 1.5 including, but not limited to documents such as evidence of test results, invoices, statutory declarations regarding advertising, the quantity of enrich360 products used etc.
- 7.4 Following a review or audit the Auditor will send a written report to the Owner and to the Certified Member or Applicant setting out:
- a) Its decision whether the Applicant or Certified Member is compliant with the Rules; and
 - b) If its decision is that the Applicant or Certified Member is not compliant, providing reasons for that decision.
- 8 Conditions of Use of the enrich360 Certification Mark**
- 8.1 An organisation may use the Trade mark on conjunction with a product or service:
- a) Only:
 - i. after completing the application process specified under Article 5 and having been subject to a successful audit pursuant to Article 7;
 - ii. having been granted accreditation as a Certified Member to the enrich360 Program;
 - iii. being done in accordance with these rules; and
 - b) As detailed on the Certificate of Accreditation;
- 8.2 The enrich360 Program Manager may revoke or suspend a Certified Membership if the Organisation:
- a) commits a breach of, or does not comply with, these rules; or
 - b) Does not use the enrich360 Certification Mark in accordance with the license; or
 - c) Uses the enrich360 Certification Mark in a way that, in the opinion of the enrich360 Program Manager, might be misleading to the public or the market; or
 - d) Is found, during an audit by an auditor appointed by the enrich360 Program Manager, to have a major system failure or product defect which is not rectified within the time determined by the enrich360 Program Manager; or
 - e) Fails to pay any Accreditation fees, costs or charges when due; or
 - f) Becomes bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors or makes any arrangement or composition with its creditors, or, if a company, enters into liquidation (whether voluntary or compulsory) or has a receiver appointed to its business.
- 9 Conditions of the use of the Certification Mark by Certified Members**
- 9.1 Membership to the enrich360 Program, if suspended in accordance with Article 8.2, shall remain suspended until the organisation or individual can satisfy the enrich360 Program Manager that any breach has been rectified. If rectification of any breach does not occur within 30 days of the enrich360 Program Manager giving notice of the breach, the enrich360 Program Manager may immediately terminate the service agreement.
- 9.2 ENRICH360 PTY LTD retains ownership of all intellectual property related to the enrich360 Program at all times.
- 9.3 An organisation will enter the enrich360 Program Manager's standard service agreement as a pre-condition of use for the Intellectual Property. The organisation agrees to use the Intellectual Property in strict accordance with the accreditation standards required to gain Certified Membership to the enrich360 Program with the object of achieving the Programs aims outlined under Article 1.1 and 1.5.
- 9.4 The Certification to use the enrich360 Certification Mark shall be non-exclusive and non-transferrable, and otherwise on terms satisfactory to the enrich360 IP Owner.
- 9.5 A list of the accredited members of the enrich360 Program shall be kept by the enrich360 Program manager and shall be open for public inspection.
- 9.6 Users of the enrich360 Certification Mark must do so in full compliance with these rules, without amendment or adjustment of the representation of the mark.
- 9.7 Legal Compliance: Applicants must comply with all relevant State/Territory, Commonwealth and foreign laws and regulations pertaining to the Goods and Services offered by the participant individual or organisations under the enrich360 Program.
- 9.8 Certified Members must not use the Trade Mark in a way that is likely to mislead or cause confusion. Licensees must only use the Trade Mark in connection with Goods and Services that meet the criteria under Article 3.2 ("Approved Goods/Services").
- 9.9 Certified Members must not supply Good or provide Services under the Trade Mark in relation to the enrich360 program that are not approved in accordance with these Rules ("Unapproved Goods/Services").
- 9.10 It is the Certified Members responsibility to clearly distinguish between the Approved Goods/Services and the Unapproved Goods/Services.
- 10 Information Privacy**
- 10.1 The enrich360 Program Manager will use personal information only in accordance with the Privacy Act 2000 and the National Privacy Principles, as amended from time to time. The enrich360 Program Manager will take reasonable steps to protect personal information held from misuse and loss and from unauthorised access, modification or disclosure. Accredited organisations may enquire at any time as to what information the enrich360 Program Manager holds about them. Accredited Organisations authorise the enrich360 Program Manager to make public their trading name, business contact details and product information. When applying for accreditation, applicants grant the enrich360 Program Manager permission to release contact details.
- 11 Submission Address**
- 11.1 All notices must be submitted to the enrich360 Program Manager addressed to:
- C/- 1 O Thomas Street Yarraville, Victoria, 3013.
Or via electronic submission to: notices@enrich360.com.au
- 12 Dispute Resolution Procedure**
- 12.1 Complaints of any kind, including those relating to applications to be accredited, fees, evaluation process, enrich360 accreditation decisions, use of the enrich360 Certification Mark or any other complaint or dispute related to the services or activities of the enrich360 Program Manager, must be addressed to:
- The Chairperson
enrich360 Advisory Committee
C/- 1 O Thomas Street, Yarraville, Victoria, 3013
- 12.2 All complaints about any decision of the enrich360 Certified Auditor must be made within 14 days of the Auditor notifying the interested parties of its decision under Article 7.4.
- 12.3 All complaints about any decision of the enrich360 Program Manager must be made within 14 days of the receipt of the written notification provided under Article 5.4.
- 12.4 Any dispute received by the Chairperson shall be referred in writing to the enrich360 Program Manager, and the Chairperson will contact the disputing party, within a week (7 days) of receipt of the complaint pursuant to Article 12.1, to arrange a conference to be held no later than fourteen (14) days after receipt of the complaint pursuant to Article 12.1 in which the parties will engage in a best efforts attempt to resolve the matter.
- 12.5 If the conference referred to in Article 12.3 above fails to resolve the dispute, within twenty-one (21) days of the date on which the complaint was received by the Chairperson pursuant to Article 12.1, the matter will be referred to the Advisory Committee provided the Advisory Committee and disputing party are satisfied that there are no conflicts of interest between the members of the Advisory Committee and the disputing party.
- a) If the parties consent the Advisory Committee will sit in conference with the disputing party within a further fourteen (14) days of the failure to resolve the dispute pursuant to the process in Article 12.3, in a further best efforts attempt to resolve the matter.
- 12.6 Should the best efforts attempt to resolve the dispute by way:
- a) of the process outlined in Article 12.3; and
 - b) the process under Article 12.4 fails to resolve the matter within twenty-one (21) days of the dispute being referred to the Advisory Committee; or
 - c) the disputing party or a member of the Advisory Committee feels that there is a conflict of interest preventing the Advisory Committee from being able to fairly and impartially conduct negotiations with the desire to resolve the dispute; then
 - d) the parties will elect an adjudicator within fourteen (14) days of the expiry of the period above in 12.5(b) or (c); or
 - e) if the parties are unable to agree on the appointment of an adjudicator, an individual or body appointed by the President for the time being of the Institute of Arbitrators and Mediators Australia (IAMA), with costs to be shared equally between the parties.
- 12.7 The enrich360 Advisory Committee will consist of:
- a) Two members nominated by the enrich360 Program Manager;
 - b) One member nominated by the enrich360 IP Owner;
 - c) Two members elected by Accredited Organisations
 - i. Elections occur via a proposal for nominees issued by the Program Manager to Member Organisations, before a vote which appoints the two nominees with the greatest votes.
 - ii. Members are elected for an offset two-year period, with annual elections to replace one member of the committee.
- 12.8 Members nominated by the enrich360 Program Manager and Owner sit for a 2-year period.
- 12.9 The adjudicators' decision, in the absence of manifest error, shall be final.
- 12.10 The enrich360 Program Manager may take disciplinary action against an Accredited Organisation if it is determined that the accredited organisation:
- a) Has failed to comply with the enrich360 Rules; or
 - b) Refuses to support the purposes of the enrich360 Program; or
 - c) Has engaged in conduct prejudicial to the enrich360 Program; or
 - d) If the enrich360 Advisory Committee requests that disciplinary action may be taken.
 - e) Disciplinary action may include suspension or withdrawal of enrich360 accreditation or expulsion from the enrich360 Program.
- 12.11 Other disputes relating to the certification mark may be resolved following the procedure outlined under Articles 12.5, 12.6 and 12.7.
- 13 Administration**
- 13.1 The Owner is responsible for the administration of the Trade Marks and for making and implementing these Rules, including overseeing compliance with the Rules by Certified Members.
- 13.2 In the event of suspected or alleged counterfeiting, infringement or unauthorised use of the Trade Marks or non-compliance with the Rules, upon the reasonable request of the Owner, Certified Members will be required to assist in providing evidence to assist the Owner to pursue such action as may be appropriate.