

Terms and Conditions

PART A – APPLICATION PROCESS

- A. The Licensee has applied for the Veteran Employment Commitment (**VEC**) and that application will be assessed for approval by the Department. The Licensee warrants that:
- i. the information is correct, complete and accurate;
 - ii. the application does not infringe any legal rights of a third party and the Licensee has obtained appropriate consents to share the information with the Department; and
 - iii. the Licensee's representative is authorised to submit the application and agree to these Terms and Conditions on behalf of the Licensee.
- B. The Licensee acknowledges that the Department will undertake an assessment of the Licensee's application. The Department may perform due diligence on the Licensee and its application, which may include regulatory and compliance checks, verification of information with third parties, and take into account any other information that the Department considers relevant to the VEC assessment. The Department may request further information from the Licensee to assess the application.
- C. The Department may approve or reject the application in its discretion. The Department may consider whether the Licensee is aligned with the values, purpose and goals of the VEC and the Department, and whether approving the application would affect the integrity of the VEC or the Department's reputation.
- D. If the Department approves the application, the Licensee may be recognised as a:
- i. Veteran Employment Supporter;
 - ii. Veteran Friendly Employer; or
 - iii. Veteran Employer of Choice.

Approval at one of these **Levels** will determine the VEC Logo the Licensee is permitted to use in accordance with these Terms and Conditions, and any other benefits of participation in the VEC as determined by the Department from time to time. The Department may also impose additional conditions or requirements on the Licensee, as part of its approval.

- E. The Department will inform the Licensee before a decision is made to reject the application, and the Licensee will be given an opportunity to consider and respond to any adverse information before a final decision is made. The Licensee acknowledges and agrees that the Department is not obliged to provide reasons under these Terms and Conditions, or discuss its assessment with the Licensee.
- F. Parts B, C and D of these Terms and Conditions, and Schedule 1, will apply if the Licensee's application is approved by the Department, and is subject to any additional conditions or requirements imposed by the Department under Item D of Part A.

PART B – PARTICIPATION IN VEC

1. VEC Program and Term

1.1 VEC Program

- (a) Subject to these Terms and Conditions, the Department will provide the Licensee during the Term with:
 - (i) any VEC benefits, opportunities and resources corresponding with the approved VEC Level (not including the VEC Logo), and which are relevant and appropriate for the Licensee, as determined by the Department from time to time; and
 - (ii) a licence to use the VEC Logo corresponding to the approved VEC Level in accordance with these Terms and Conditions (refer Part C) and the VEC Logo Guidelines at Schedule 1.
- (b) The Licensee acknowledges and agrees that:
 - (i) participation in the VEC is voluntary, and any benefits, resources and opportunities are offered by the Department free (or at minimal cost) to the Licensee; and
 - (ii) the Department may change any benefits, opportunities and resources available under VEC from time to time, without notice to the Licensee.
- (c) The Licensee acknowledges and agrees that participation in the VEC is solely limited to recognition under the VEC program and does not constitute any endorsement by, or partnership or affiliation with, the Department, and does not entitle the Licensee to any ongoing engagement, funding or other opportunities offered by the Department.

1.2 Term and reassessment

- (a) These Terms and Conditions commence on the date that the Department notifies the Licensee in writing of the approved Level and will expire after three years (or a shorter period notified by the Department when approving the Licensee's application), unless terminated earlier or the Department offers an extension in writing (the **Term**).
- (b) These Terms and Conditions will automatically terminate if the Licensee applies and is approved for a different Level, and any new agreement will be governed by the terms and conditions which apply at the time.
- (c) At or prior to the expiry of the Term, the Department may reassess the Licensee's suitability for continued participation in the VEC and may request reasonable further information from the Licensee to do so. The Licensee may elect to opt out of any reassessment process at any time. As a result of the reassessment the Department may:
 - (i) approve the Licensee for a new term on the terms and conditions which apply at the time; or
 - (ii) choose not to approve the Licensee for a new term and remove the Licensee from the VEC at or following the expiry of the Term.

1.3 Changes to the VEC

- (a) The Licensee acknowledges and agrees that the VEC is a nationally administered program and the Department may change the VEC assessment criteria, scope of the VEC (including any benefits, opportunities and resources available under VEC) and the VEC Logos from time to time.
- (b) The Department may unilaterally change these Terms and Conditions, at any time, upon giving at least 10 Business Days written notice to the Licensee. If the Licensee does not agree to any changes made by the Department, the Licensee's sole remedy is to withdraw from the VEC in accordance with clause 3.

2. Licensee obligations during the Term

2.1 Obligations of the Licensee

During the Term, the Licensee must:

- (a) comply with these Terms and Conditions, including in relation to the use of the VEC Logo;
- (b) continue to meet the eligibility criteria for the approved VEC Level (as at the date of their VEC application) and undertake the VEC Activities they have declared they undertake in their application to the VEC;
- (c) 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;

- (d) continue to recognise that employment of partners of veterans and veterans can be beneficial to the Licensee's activities; and
- (e) notify the Department in writing within three Business Days of any non-compliance with these Terms and Conditions.

2.2 Integrity of the VEC Program

- (a) The Licensee acknowledges that the Department's approval of the Licensee's Level, and entry into these Terms and Conditions, is conditional upon the Licensee continuing to be aligned with the values, purpose and goals of the VEC during the Term and compliance with this clause 2.2.
- (b) The Licensee must not do anything which may adversely affect the integrity of the VEC or the VEC Logo, or brings the Department into disrepute, as reasonably determined by the Department, which may include:
 - (i) any legal, regulatory or disciplinary action (including by a court, commission, tribunal or professional body), or any adverse comments or findings in relation to audit, legal or compliance matters, involving or otherwise in relation to the Licensee or its key personnel (in any capacity);
 - (ii) breach by the Licensee of any agreement with the Commonwealth of Australia;
 - (iii) any suspected, alleged or actual improper, illegal, anticompetitive, unethical or vexatious behaviour of the Licensee or its key personnel (in any capacity), including any fraud, dishonesty, misleading or deceptive conduct, exploitative practices, or failure to disclose or manage any conflict of interest;
 - (iv) the Licensee or its key personnel (in any capacity) being subject to any restraints or limitations on its engagement with the Department or any Department clients (such as a managed access plan);
or
 - (v) adverse media or complaints about the Licensee.

2.3 Department oversight

- (a) The Licensee acknowledges and agrees that the Department may:
 - (i) undertake due diligence reviews of the Licensee at any time during the Term on any matter relating to these Terms and Conditions, including clause 2.2; and
 - (ii) require the Licensee to provide evidence of compliance with these Terms and Conditions (no more than once per year).
- (b) The Licensee agrees to cooperate with the Department in relation to any review or requirement under clause 2.3(a) and will provide the Department with all relevant information reasonably requested by the Department, subject to any reasonable legal requirements of the Licensee.

3. Licensee withdrawal from VEC

The Licensee may at any time for any reason elect to withdraw from the VEC by giving the Department written notice. These Terms and Conditions will terminate 10 Business Days from the date of that notice.

4. Suspension and Termination

4.1 Suspension

- (a) The Department may immediately suspend these Terms and Conditions by notice in writing to the Licensee if:
 - (i) the Department reasonably suspects the Licensee has breached or may breach these Terms and Conditions; or
 - (ii) the Department reasonably considers it necessary or appropriate to do so to protect the reputation, standing or integrity of the VEC or the Department, including in relation to any matter under clause 2.2 or due diligence review under clause 2.3(a).
- (b) On receipt of notice of suspension by the Department, the Licensee must comply with clause 4.4 until such time as the Department notifies the Licensee in writing that the suspension has lifted.

4.2 Termination by the Department

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

- (a) the Licensee engages in any act or omission that Department reasonably considers will, or is likely to:

- (i) adversely affect the VEC Logo (including any reputation and goodwill in the VEC Logo or the Department's rights in the VEC Logo); or
- (ii) adversely affect the reputation, standing or integrity of the VEC or the Department;
- (b) the Licensee breaches clause 2.2 (Integrity of the VEC);
- (c) the Licensee breaches any of its obligations under these Terms and Conditions and the breach is:
 - (i) if it can be rectified, not rectified within 20 Business Days of being given a notice of the breach by the Department; or
 - (ii) not capable of being rectified; or
- (d) subject to any law to the contrary that binds the Department, the Licensee is insolvent, bankrupt, is wound up or goes into liquidation.

4.3 Termination for convenience

- (a) The Department may immediately terminate these Terms and Conditions for convenience by notice in writing to the Licensee, including due to a change of government, policy or funding.
- (b) The Licensee will not be entitled to any compensation for any termination under this clause consistent with clause 5, and the Licensee's sole remedy will be the performance of clause 4.4(b) by the Department.

4.4 Consequences of expiry or termination

- (a) On termination or expiry of these Terms and Conditions, the Licensee must immediately:
 - (i) cease representing itself as a Licensee of the VEC Logo and a participant in the VEC;
 - (ii) cease using and take down or remove all representations of the VEC and 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;
 - (iii) as applicable, apply to remove its recorded interest as a Licensee of the VEC Logo; and
 - (iv) cease to associate itself with the VEC and VEC Logo and not do anything that suggests a connection in respect of the VEC and VEC Logo.
- (b) On termination or expiry of these Terms and Conditions, the Department will remove the name, ABN and website link of the Licensee and the Licensee's Logo (if applicable) from the Website within 30 Business Days.

5. Exclusion of liability

To the maximum extent permitted by law, the Department is not liable for any loss, liabilities, demands, expenses or damages (including any consequential, special or punitive damages, or arising from any third party claim), howsoever arising including at law or in equity, which is incurred by the Licensee arising out of, incidental to or in connection with the use of the VEC Logo, participation in the VEC, these Terms and Conditions, or as a result of any Claim, Infringement or any act or omission of the Department.

6. Dispute resolution

6.1 Procedure for dispute resolution

Subject to clause 6.2, the Department and the Licensee agree that no party can commence legal proceedings against the other party until the parties have commenced and exhausted all direct negotiation and alternative dispute resolution processes.

6.2 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.

PART C – LICENSING OF LOGOS

7. Licence to VEC Logo for Term

7.1 Grant of licence

- (a) Subject to clause 7.1(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) In consideration of the grant of licence, 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.

7.2 Licensee's acknowledgments regarding the VEC Logo

The Licensee acknowledges and agrees that:

- (a) the Department is the owner of the VEC Logo;
- (b) this licence does not adversely affect any interest, right or entitlement of the Department to the VEC Logo;
- (c) 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 under these Terms and Conditions.

7.3 Restrictions on use of the VEC Logo

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 in any way in connection with any breach of law (including without limitation as part of any misleading or deceptive conduct, or fraud);
- (c) use the VEC Logo other than for the Permitted Purposes;
- (d) alter, deface, make additions to, remove, erase or obliterate, wholly or partly, the VEC Logo;
- (e) license or purport to license or sublicense any other person to use the VEC Logo;
- (f) 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
- (g) 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.

8. VEC Logo Warranties

8.1 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 Purposes; 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.

9. Department use of Licensee's name and logo

- (a) The Licensee agrees that the Department may, subject to clause 9(b), during the Term include:
 - (i) the name, ABN, 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 not distort cover up, modify or otherwise vary the Licensee's Logo as provided to

the Department, other than altering the size. The Department may agree to comply with any reasonable branding guidelines for the Licensee's logo where notified to the Department.

- (c) The Licensee acknowledges that the Department may:
 - (i) disclose or publish (including for marketing or public relations purposes) the Licensee's name and ABN, that the Licensee participates in 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;
 - (ii) provide general information to the Licensee about veteran employment (inclusive of defence and veteran 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.
- (d) The Department will not be in breach of these Terms and Conditions if it discloses the Licensee's information as is necessary for the purposes of administering these Terms and Conditions, where authorised or require by law, to a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.
- (e) The Department's privacy statement can be found on its website at [Website privacy statement | Department of Veterans' Affairs \(dva.gov.au\)](#).
- (f) The Department is not required to pay a licence fee in connection with the Department's use of the Licensee's logo.

10. Restricting use of VEC Logo

Notwithstanding anything to the contrary in these Terms and Conditions, 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 has decided to stop using the VEC Logo;
- (b) 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
- (c) the VEC Logo is or has become the subject of any Infringement or a Claim.

11. 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.

Part D – GENERAL

12. Interpretation

- (a) These Terms and Conditions represent the parties' entire agreement in relation to the subject matter.
- (b) By virtue of these Terms and Conditions, neither party is the employee, agent, officer or partner of the other party nor authorised to bind or represent the other party.
- (c) No variation of these Terms and Conditions is binding unless agreed in writing between the Department and the Licensee, except as permitted by clause 1.3.
- (d) A provision may be read down or severed where required to comply with law. Any reading down or severance of a particular provision does not affect the other provisions of these Terms and Conditions.
- (e) A waiver of any provision of these Terms and Conditions must be in writing.
- (f) 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.
- (g) 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.
- (h) A single or partial exercise by a party of any of its rights does not prevent the further exercise of any

right.

- (i) The Licensee must not assign or transfer its rights or obligations under these Terms and Conditions, without the prior written consent of the Department.
- (j) 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.

13. Survival

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

- (a) clause 1.1(c) (no affiliation);
- (b) clause 4.4 (Consequences of expiry or termination); and
- (c) clause 5 (Exclusion of liability);
- (d) clause 6 (Dispute resolution);
- (e) clause 7.3 (Restrictions on use of the VEC Logo);
- (f) clause 8.1 (Warranties by the Licensee);
- (g) clause 9(d) (permitted disclosures);
- (h) clause 11 (Infringement and Claims); and
- (i) and any other terms which should be interpreted to survive the expiry of termination of these Terms and Conditions.

14. Definitions

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

ABN means Australian Business Number.

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 means the 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 (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 Purposes 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 has the meaning given in clause 1.2(a).

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.veteranemployment.gov.au and may also be found through www.dva.gov.au.

Schedule 1 – VEC Logo 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.

Our logos

Veteran Employer of Choice

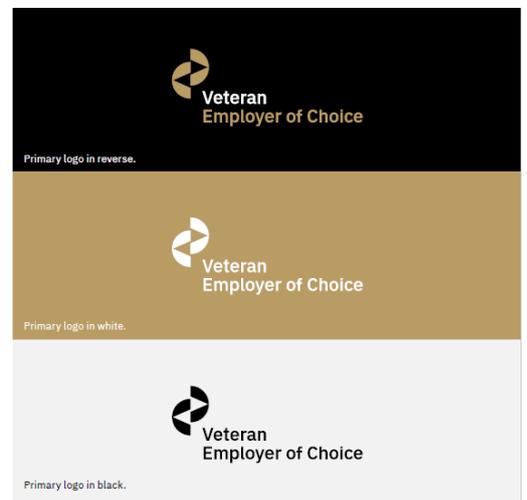
Primary Logo

This is the Veteran Employer of Choice logo and should be the main logo used on applications.

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.



Primary logo in full colour.



Our logos

Veteran Friendly Employer

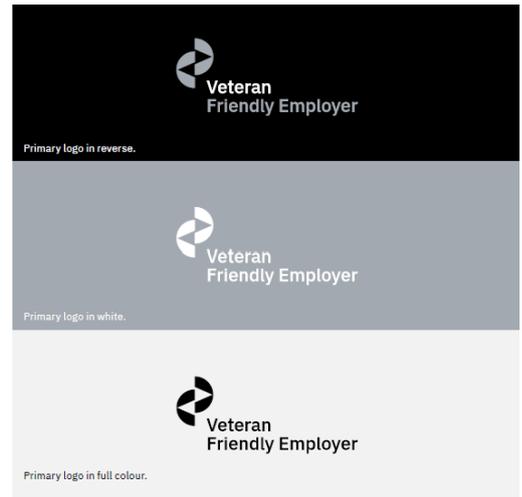
Primary Logo

This is the Veteran Friendly Employer logo and should be the main logo used on applications.

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.



Primary logo in full colour.



Our logos

Veteran Employment Supporter

Primary Logo

This is the Veteran Employment Supporter logo and should be the main logo used on applications.

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.



Primary logo in full colour.



Our logos

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.



Primary logo

Minimum size

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



140px

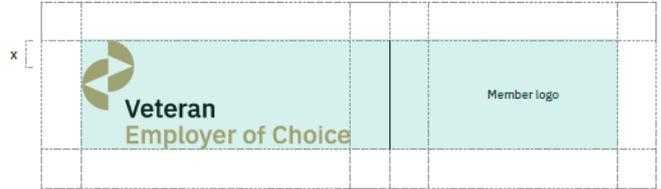
Co-branding for members

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



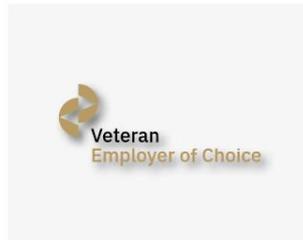
Example



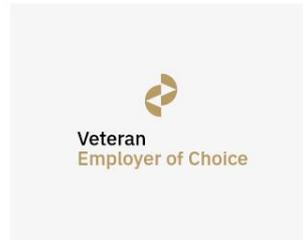
Incorrect use

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.



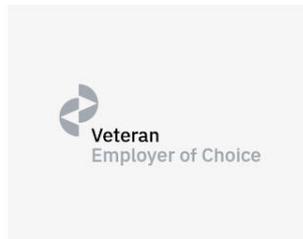
Do not use heavy drop shadows, embossing or similar effects.



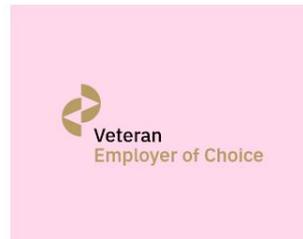
Do not split or move elements of the logo around.



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.