

Rules for use of the Nature Based Cities accreditation Trade Marks



Nature
Based
Cities

1. Abbreviations & definitions

1.1. Abbreviations

NBC and Nature Based Cities:

Nature Based Cities Limited

Scorecard: Nature Based Cities Design Guidelines Scorecard

Guidelines: Nature Based Cities Design Guidelines

IDR: Independent Design Reviewer

DPA: Design phase verification

1.2. Definitions

Applicant means a developer or other project proponent who applies to have a residential development accredited by Nature Based Cities.

Independent Design Reviewer means a suitably qualified individual or organization appointed by NBC to conduct an independent review of design documentation submitted by the Applicant.

Independent Design Review means the process by which a project landscape design is assessed against the criteria in the Nature Based Cities Scorecard by an IDR.

Certificate means the document issued by NBC to Applicants whose projects have successfully completed the IDR and achieved either Commended or Exemplary standards.

Trade Mark Licence Deed means the agreement entered into by the Applicant and NBC that entitles the Applicant (or Licensee under the Licence Agreement) to use the NBC Accreditation Trade Marks.

Licensee is an Applicant who has entered into a Licence Agreement to use the NBC Accreditation Trade Marks.

NBC Website means the website presently located at www.naturebasedcities.org.au

Trade Marks means Australian Certification trade mark nos. 2529231 and 2529232 in the name of NBC.

Rules means all clauses contained within this document including any annexures or schedules that are attached.



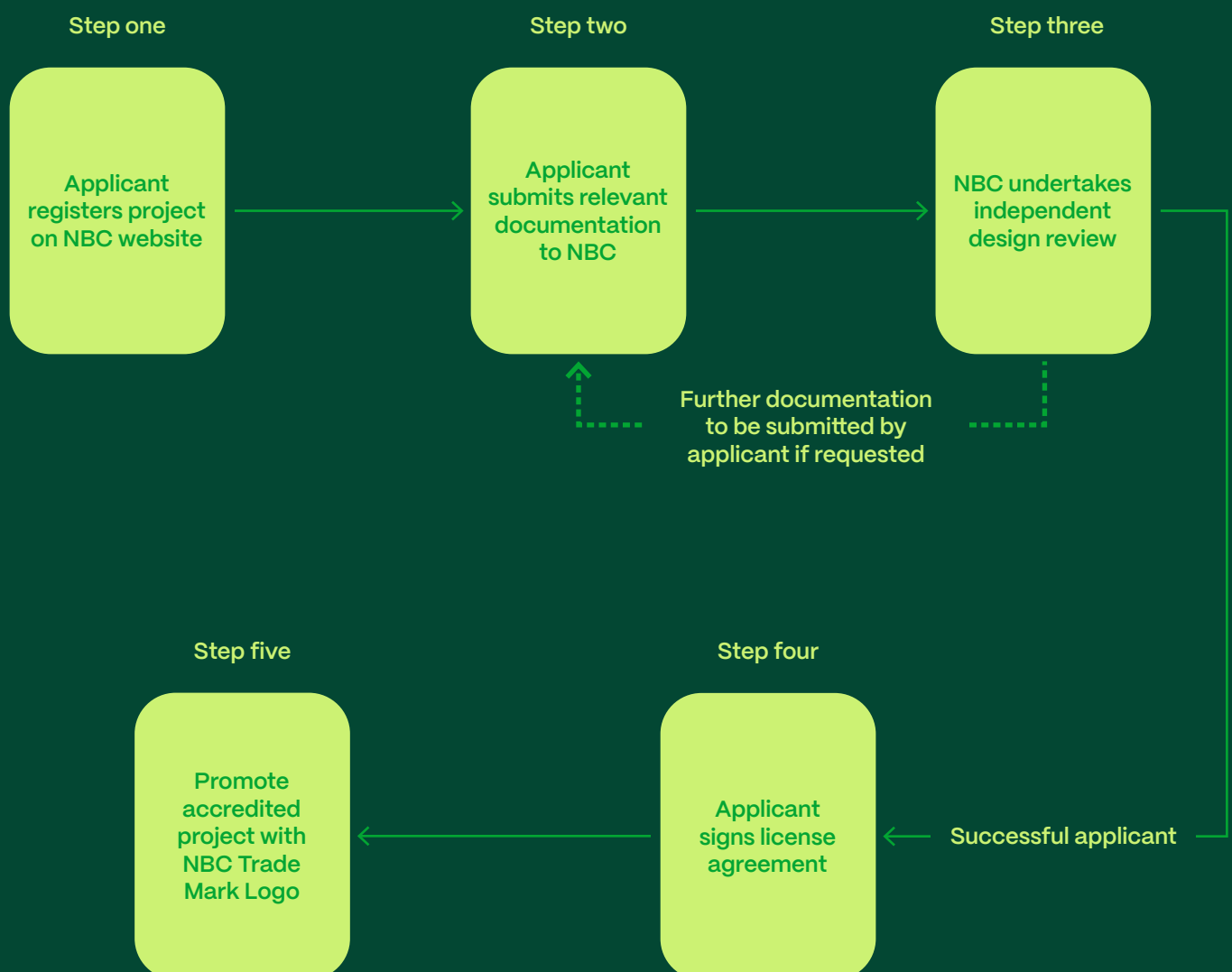
2. Introduction

- 2.1.** This program is operated by Nature Based Cities, a not-for-profit organisation that promotes greener urban environments defined by increased tree coverage, green open spaces, and biodiverse landscapes.
- 2.2.** The objectives of the NBC accreditation program are to:
- 2.2.1. encourage landscaping and green infrastructure within private development projects and improve liveability for future occupants;
 - 2.2.2. increase urban resilience by integrating vegetation into new built form;
 - 2.2.3. benchmark nature based outcomes based on project design documentation using the objective, evidence-based Nature Based City Scorecard (Scorecard);
 - 2.2.4. establish and maintain a robust accreditation system based on an independent review of project design documentation;
 - 2.2.5. provide an objective basis for project proponents to promote the benefits of a nature based design approach to the community.
- 2.3.** The accreditation program was developed by NBC in partnership with industry experts, including Tract (landscape architects), Ark Resources (ESD development industry consultants) and Nature Advisory (ecologists). NBC is a not-for-profit, whose principal objective is to influence the shape of cities in the future such that they are defined by trees, green open space and living landscape. Further information is available at: www.naturebasedcities.org.au
- 2.4.** NBC accreditation provides buyers of residential apartments in Australia with confidence that they are purchasing in a project where the developer has prioritised nature.
- 2.5.** The NBC Scorecard (Scorecard) is comprised of 10 quantitative criteria, which can be used to benchmark the design of a residential development. One or two points can be awarded for each criterion based on achieving threshold landscape outcomes. Applicants can use the Scorecard as a design tool and calculate the total number of likely points attained. NBC accreditation is based on achieving one of two threshold standards set out in the Scorecard: Commended (60% total points) or Exemplary (80% total points) based on a review of design documentation which aligns with project planning approval.
- 2.6.** NBC Accreditation licenses developers to use the NBC trademarks to showcase and market new projects as having met high-performance nature-based design specifications.
- 2.7.** The Trade Marks are registered Trade Marks of Nature Based Cities Ltd and these Rules have been certified by the Australian Competition and Consumer Commission in accordance with section 175 of the Trade Marks Act 1995 (Cth). Any use of the Trade Marks must be in accordance with these Rules.

3. How does the Nature Based Cities accreditation program work?

3.1. Overview of Accreditation Process

There are five easy steps to obtaining NBC accreditation:



3.2. Step 1: Registration

The Applicant registers the project using the portal on the NBC Website and by paying the applicable fee.

3.3. Step 2: Submission of Documentation

The Applicant submits documentation via an upload link provided following registration including:

- 3.3.1. Completed NBC Scorecard (see example at Schedule A); and
- 3.3.2. Supporting design documentation necessary to substantiate points claimed in the Scorecard inclusive of but not necessarily limited to, as required:
 - Architectural drawings
 - Landscape plans (dimensioned and annotated with basis for calculations associated with claimed points
 - Arborist Report; and
 - Ecologist Report.

3.4. Step 3: Independent Design Review

A review of the documentation is undertaken by an Independent Design Reviewer (IDR) appointed by NBC. The IDR will:

- 3.4.1. Assess and benchmark the submitted documents against Scorecard criteria;
- 3.4.2. Request further documentation if required to ascertain and verify project outcomes;
- 3.4.3. Determine project score and preliminary rating; and
- 3.4.4. Prepare and issue a Preliminary Report summarising the outcome of the review to the Applicant
- 3.4.5. The Applicant may submit further documentation in support of their submission within 30 days.
- 3.4.6. Following review of any further documentation the IDR will issue a Final Report to NBC confirming the total points achieved by the project and eligibility for Accreditation.

3.5. Step 4: Licence Agreement

- 3.5.1. Applicants for projects eligible for accreditation may enter into a Trade Mark Licence Agreement with NBC which includes an undertaking to construct the development in accordance with the design documentation submitted to NBC.
- 3.5.2. The executed Licence Agreement grants to the Licensee a non-exclusive and non-transferable right to use the Trade Marks in respect of the accredited project. The form of Licence Agreement may contain special conditions, qualifications or limitations on the use of the Trade Marks, and may be updated from time to time by NBC.
- 3.5.3. Note that the Applicant need only enter into one Licence Agreement with NBC for the right to use the Trade Marks during the term of the Licence Agreement. The right to use the Trade Marks in respect of a particular project will be activated on the issue of an Accreditation Certificate in respect of that project (see Step 5 Accreditation).
- 3.5.4. Subject to these Rules, NBC may grant, review or refuse to grant a Licence Agreement or a Certificate.
- 3.5.5. An example of a typical Licence Agreement is provided at Annexure A to these Rules.



3.6. Step 5: Marketing of Accredited Project with the Trade Marks & Collateral

- 3.6.1. Once a project has been assessed by NBC as having met the minimum requirements of the Scorecard, and provided NBC has entered into a Licence Agreement with the Applicant, the project will be certified as compliant with the Scorecard's minimum requirements, which will be evidenced by the issue of a Certificate by NBC to the Applicant.
- 3.6.2. The Certificate indicates that the project, as designed and lodged for planning approval, complies with the minimum requirements of the Scorecard.
- 3.6.3. The Certificate, and any subsequent Certificates issued by NBC to a Licensee, will be treated as a schedule to the Licence Agreement.
- 3.6.4. Licensed Applicants will be provided with marketing collateral including copies of the Trade Marks and will receive support from NBC, which may include listing the project on the NBC Website and inclusion in NBC promotional activities.
- 3.6.5. Only Licensees can use the Trade Marks in respect of a development project that the IDR concludes is eligible for Accreditation. The Trade Marks indicate to the public that the project meets the nature-based design requirements set out in the Scorecard at the time of assessment.

4. Exclusions & limitations

- 4.1. The Trade Marks indicate that, at the time of issuing the Certificate in respect of a project, the design as lodged for planning permit, complied with the minimum requirements of the Scorecard.
- 4.2. The Trade Marks do not indicate that the project will continue to meet the NBC Scorecard. The accreditation may be affected by any alterations to the project's design through to the stage of completion.
- 4.3. Only a Licensee is permitted to use the Trade Marks. A third party, such as an apartment purchaser on re-sale, is not permitted to use the Trade Marks. The Licensee is not permitted to sub-license any third party (including any contractor or consultant) to use the Trade Marks to promote its association with the certification program without NBC's prior written consent.
- 4.4. The Trade Marks, together with the Certificate, are taken to demonstrate that the project has been accredited by NBC.
- 4.5. The Trade Marks must be used in accordance with the terms of the Licence Agreement (including any special conditions or limitations expressed in the Licence Agreement) and *in accordance with the Accreditation Pack* which is provided at Schedule B.

5. Fees

- 5.1. The Applicant is required to pay a non-refundable registration fee as well as a fee on the issue of the Certificate.
- 5.2. The fees for obtaining NBC accreditation are provided to the application at the time of filing the application for accreditation.

6. IDR panel members

6.1. NBC will appoint a panel of qualified IDRs to undertake the assessment.

6.2. IDRs will be independent of NBC and will:

6.2.1. have a minimum of 5 years' experience in:

- (a) undertaking sustainable design assessments for residential developments;
- (b) preparing landscape designs for residential developments.

6.2.2 hold a relevant professional qualification in sustainable design or landscape architecture;

6.2.3. have detailed working knowledge of green building assessments;

6.2.4. have been assessed and evaluated by NBC to determine suitability and value for money; and

6.2.5. be regularly reviewed to ensure suitability for the Panel.



7. Termination and dispute resolution

7.1. Breach

- 7.1.1. In addition to any rights NBC may have under these Rules or the Licence Agreement, any breach of these Rules or the Licence Agreement may be actionable under the Trade Marks Act 1995 (Cth).

7.2. Termination

- 7.2.1. NBC may terminate any use of the Trade Marks if the Licensee uses the marks in relation to a project or building that has not been certified in accordance with these Rules.
- 7.2.2. NBC or the Licensee may otherwise terminate use of the Trade Marks in accordance with the terms of the Licence Agreement.

7.3. Liability

- 7.3.1. NBC is not liable for any losses suffered by an Applicant or Licensee in relation to its participation in the NBC accreditation program or use of the Trade Marks.

7.4. Dispute resolution

- 7.4.1. If an Applicant disagrees with:
 - 7.4.1.1. a decision by NBC to refuse to issue a Certificate or grant a Licence Agreement; or
 - 7.4.1.2. any other decision by NBC that substantially affects the rights of an Applicant or Licensee ("complainant")the complainant may seek to have that decision reconsidered by complying with the procedure set out below.
- 7.4.2. Within 14 days of receiving written notification of the relevant decision, the complainant will give written notice to NBC that it is seeking to have the decision reconsidered in an independent internal review, specifying the grounds for the reconsideration and providing relevant evidence.

- 7.4.3. Within one month of receipt of receiving notice from the complainant, a senior staff member of NBC who is not involved with the management or administration of the NBC accreditation program will consider the grounds presented by the complainant and either advise the complainant of its decision in writing, together with reasons, or request more information before making a decision.

7.5. Right of appeal

- 7.5.1. If the complainant wishes to appeal the final decision of the independent NBC staff member, the complainant will, within 14 days of having received written notification of such decision, give written notice to NBC seeking determination by an independent and external person or body.
- 7.5.2. The complainant and NBC shall agree upon the appointment of a suitably qualified person or body to determine the appeal or, failing such agreement, the parties shall appoint any person or body recommended by the President of the Law Society of Victoria at the request of either the complainant or NBC. The independent person or body shall agree a process for both parties to make submissions in respect of the appeal.
- 7.5.3. The independent person or body shall notify the parties in writing of its decision together with reasons. Unless otherwise agreed, the complainant shall bear the costs of the appeal. The appeal shall be scheduled as quickly as possible after notification is given by the complainant to NBC. The decision of the independent person or body shall be final and binding on the parties.

8. Miscellaneous

8.1. Record keeping

- 8.1.1. Records of the Licensee's use of the Trade Marks must be maintained at all times to evidence compliance with these Rules. Relevant records include registration information, Certificates, records of use as well as artwork and publications.
- 8.1.2. Licensees will from time to time provide NBC with access to all relevant records for the purpose of assessing compliance with these Rules and the Licence Agreement.

8.2. Notices

- 8.2.1. Any notice or other communication to be given or sent in relation to these Rules shall be deemed to be duly given or sent if hand delivered, sent by express post or emailed to the address specified below. Such notice is taken to be received:
 - 8.2.1.1. if given or served by hand, at the time of delivery;
 - 8.2.1.2. if express posted, on the business day after posting (seventh business day if posted to or from a place outside Australia); or
 - 8.2.1.3. if emailed, on the received date displayed by the receiving system.
 - 8.2.1.4. The address for notices to NBC shall be:
Suite 8/111 High Street
Pahran VIC 3181
 - 8.2.1.5. The address for notices for the Applicant shall be as specified in its registration form. The address for notices for a Licensee shall be as specified in the Licence Agreement.



Schedule A

Example Completed Scorecard

Design Guidelines Scorecard

Nature-based development excellence
for better urban environments.

Project Address:

Developer:

Architect:

Landscape Architect:

Site Area:



The Nature Based Cities Design Guidelines Scorecard is for developers who care about sustainable design and want to focus on nature-based solutions.

The scorecard comprises a set of achievable landscape based design goals, which can be adopted as a design brief to guide architects and landscape architects. The scorecard sets the two following levels of achievement: 'Commended' or 'Exemplary'.

Once the schematic design is complete and submitted for approval, the scorecard is formalised based on actual outcomes. Submitting it with supporting documents secures the Nature Based Cities rating.



Commended
60%

To achieve Commended status, projects must achieve a minimum score of 60–80% of available points.



Exemplary
80%

Exemplary projects are the highest rated NBC projects, designed in accordance with the Nature Based Cities Guidelines with a scoring of 80% or more of available points.

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1. Views and Site Planning

1 Point

At least 50% of apartments have a view to green open space.

2 Points

All apartments have a view to green open space.

Explanatory Notes

- Green open space must be visible from a habitable room. It can be on or off site and include:
- Parks, Gardens or communal open spaces with at least 3 canopy trees visible from apartment.
 - Streets with trees. At least 3 street trees should be visible from the apartment.

Aligns with Green Star Credit 15 – Connection to Nature (Views)

Provisional Score

Additional information required

How many apartments are in your project?*

How many of these will have views to green open space?*

Percentage of apartments with views?*

Additional Notes

*Mandatory information

2. Private Open Space

1 Point

At least 10% of residential apartments have planting within their private open space.

2 Points

At least 20% of residential apartments have planting within their private open space including all ground level residential apartments.

Explanatory Notes

Planting includes fixed and irrigated planters such as balcony planters, in-situ planters, or in-ground planting. It does not include pot plants.

Provisional Score

Additional information required

Percentage of apartments with planting within their private open space?*

Percentage of ground level apartments that have planting within their private open space?*

Additional Notes

*Mandatory information

3. Communal Spaces

1 Point

- Provide landscaped, communal open space with a minimum area of 30sqm or 2.5sqm per dwelling, whichever is greater. A minimum 30sqm of the communal open space is to receive at least 2 hours of sunlight.

2 Points

- Provide landscaped, communal open space with a minimum area of 30sqm or 3.5 sqm per dwelling, whichever is greater. A minimum 30sqm of the communal open space is to receive at least 4 hours of sunlight.

Explanatory Notes

- Communal open space must be on site, accessible to all residents and tenants, and include at least 1 canopy tree or pergola with climbers and at least 20% planted area.
- The hours of sunlight required are to be calculated at the winter solstice (21st June) and apply to at least 30 square metres of the designated communal open space.

Aligns with the intent of BESS Urban Ecology – 1.1 Communal Open Space.

Provisional Score



Additional information required

Area (sqm) of communal open space?*

Does 30sqm of communal open space receive at least 2 hours sunlight?*

Does 30sqm of communal open space receive at least 4 hours sunlight?*

Additional Notes

*Mandatory information

4. Existing Trees

☐

N/A there are no existing high or moderate value trees on site.

1 Point

☐

Retain all high value trees.

2 Points

☐

Retain all high value trees and at least 50% of moderate value trees.

If there are no high value trees on-site points can be achieved by:

1 Point: Retain at least 50% of moderate value trees.

2 Points: Retain all moderate value trees.

If this applies to the project site, please tick the corresponding points box above.

Explanatory Notes

Tree value is to be assessed by a Consultant Arborist prior to commencement of the development.

Retention of trees is preferred, but if a tree can't be retained in its location, it is acceptable to transplant the tree if it remains on the development site. Relocation of trees must be carried out by a suitably qualified tree transplanter under the supervision of an arborist.

Aligns with the intent of the Green Factor Tool: Category – In Ground Retained / Existing.

Provisional Score

Additional information required

Percentage of high value trees retained?*

Percentage of existing moderate value trees retained?*

Additional Notes

*Mandatory information

5. Canopy Trees

1 Point

Provide at least 1 large canopy tree per 2,000sqm.

2 Points

Provide at least 1 large canopy tree per 1,000sqm, including at least 1 large habitat tree per 5,000sqm.

Explanatory Notes

A large canopy tree is at least 12 metres high with a canopy spread of at least 8 metres when mature.

Retained existing trees can be included in the calculations.

Habitat tree is a tree that can reach 15 metres height or can be demonstrated to provide wildlife habitat.

Aligns with Green Star Credit 36 – Biodiversity Enhancement.

Provisional Score

Additional information required

Number of large canopy trees?*

Number of large habitat canopy trees?*

Additional Notes

*Mandatory information

6. Canopy Cover

1 Point

- Provide a minimum of 15% canopy coverage across the site from trees and/or climbers on pergolas.

2 Points

- Provide a minimum of 20% canopy coverage across the site from trees and/or climbers on pergolas.

Explanatory Notes

Canopy cover is the total land area that will be covered by tree canopy and climbers on pergolas, calculated using the expected mature spread of the proposed trees and pergola area to be covered by climbers.

Trees planted outside the site boundary (e.g., street trees) can be included in calculations.

Adequate soil volumes must be demonstrated to gain these points.

Required soil volume is to be calculated in cubic metres by multiplying the mature canopy area of a tree by 0.6.

Exemplary Standard aligns with Enviro Development 1.3.11 Canopy Cover (1 credit).

Provisional Score

Additional information required

Percentage of canopy cover?*

Has adequate soil volume been demonstrated?*

Additional Notes

*Mandatory information

7. Biodiversity

1 Point

Plant at least 60% indigenous plants.

2 Points

Plant at least 80% indigenous plants. Implement a diverse planting palette with 10/20/30 benchmark.

Explanatory Notes

Indigenous means native to the site’s bioregion as defined by the state government authority responsible for environment.

10/20/30 benchmark means no more than 10% of any species, 20% of any one genus and 30% of any single family.

Your ecologist may recommend additional species native to the region to suit the specific requirements and objectives of your development.

Exemplary Standard aligns with Green Star Credit 36 – Biodiversity Enhancement.

Provisional Score

Additional information required

Percentage of indigenous plants proposed?*

Will 10/20/30 benchmark be achieved?*

Additional Notes

*Mandatory information

8. Ecology

1 Point

- Engage a qualified Ecologist to provide a report of recommendations for development.

2 Points

- Engage a qualified Ecologist to provide a report of recommendations for the development and implement all core recommendations. Ecologist to prepare a Biodiversity Management Plan. 50% of any identified high value biodiversity area must be retained in order to achieve core recommendations.

Explanatory Notes

The Biodiversity Management Plan should include an assessment of the current site conditions, potential threats and recommended actions to mitigate threats and enhance habitat.

The ecologist should be engaged early enough to influence key decision making. They will carry out a site survey to understand existing biodiversity and to provide appropriate and meaningful ecological enhancement recommendations. The purpose of the Biodiversity Management Plan is to ensure recommendations achieve the intended outcomes.

Exemplary Standard aligns with Green Star Credit 36 – Biodiversity Enhancement

Provisional Score



Additional information required

- Has an ecologist been engaged?*
- Will core recommendations be implemented?*
- Will a Biodiversity Management Plan be prepared?*
- Has any area of the site been identified as having high value biodiversity?*
- Will 50% of identified high value biodiversity area be retained?*

Additional Notes

*Mandatory information

9. Planted Area

1 Point

Garden bed area at a minimum 15% horizontally across the site.

2 Points

Garden bed area at a minimum 25% horizontally across the site.

Explanatory Notes

Garden bed area includes mulched and irrigated in-ground planting beds, on-structure planters with a minimum 300mm soil depth and internal planting to lobbies or communal spaces.

Commended Standard aligns with Green Star Credit 36 – Biodiversity Enhancement. Exemplary Standard aligns with Enviro Development 1.3.3 Green Infrastructure. Consistent with BESS: Urban Ecology – 2.1 Vegetation.

Provisional Score

Additional information required

Percentage is garden bed, horizontally across the site?*

Additional Notes

*Mandatory information

10. Vertical Greening

1 Point

- Vertical greening to provide at least 3% coverage of the lowest 4 storeys of the building.

2 Points

- Vertical greening to provide at least 10% coverage of the lowest 4 storeys of the building, or 5% of the total facade.

Explanatory Notes

Vertical greening includes climbing plants, well maintained green walls and shrubs in balcony planters that are visible from street level. All planting must be irrigated.

The preference is to concentrate façade greening at the lower levels of buildings where it can be appreciated by people at street level.

Vegetated coverage is calculated based on the expected vertical area to be covered by the plants at maturity as a percentage of the façade area on an elevation.

Internal green walls can be included in the calculations.

Generally aligns with Green Star Credit 36 – Biodiversity Enhancement, BESS Urban Ecology – 2.3 Green Walls & Facades, Green Factor Tool Green Wall & Green Facade and Enviro Development 1.3.3 – Green Infrastructure, though no minimum areas are provided in these rating tools.

Provisional Score

Additional information required

Percentage of coverage of lowest 4 storeys?*

Percentage of coverage of total facade?*

Additional Notes

*Mandatory information

Please get in touch with us via email
contact@naturebasedcities.org.au



Thank you for completing the Scorecard.

Your provisional score is:

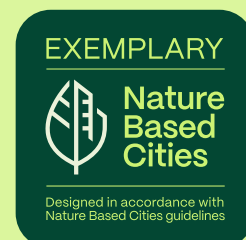
Out of a possible 20 points you must score 12–15 points to be accredited as a Commended Nature Based Cities project, and 16 points or more to be accredited as an Exemplary Nature Based Cities project.

Please note: If existing trees are not located on-site, the calculation is based off 18 points. In this case, 11–14 points are required for Commended Nature Based Cities accreditation and 15 points or more are required for Exemplary Nature Based Cities accreditation.



Commended
60%

To achieve Commended status, projects must achieve a minimum score of 60–80% of available points.



Exemplary
80%

Exemplary projects are the highest rated NBC projects, designed in accordance with the Nature Based Cities Guidelines with a scoring of 80% or more of available points.

Schedule B Accreditation Pack

Nature Based Cities Accreditation pack.



Welcome

The purpose of the pack is to allow developers to showcase their Nature Based Cities (NBC) accreditation. This document outlines correct usage of Nature Based Cities assets.

By adhering to these guidelines, you maintain the integrity and credibility of the Nature Based Cities accreditation while promoting your project's prioritisation of the inclusion of trees, green spaces and living landscapes to benefit health and wellbeing, the environment, and the community.

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1. Accreditation logos

1.1 Exemplary accreditation – Primary logos

The primary logo lockup includes a descriptor at its base and should be used where size and space allow.

The logo is available contained within a badge shape, as well as outside of the badge shape. Full colour as well as single colour black and white versions are available for flexibility of use.

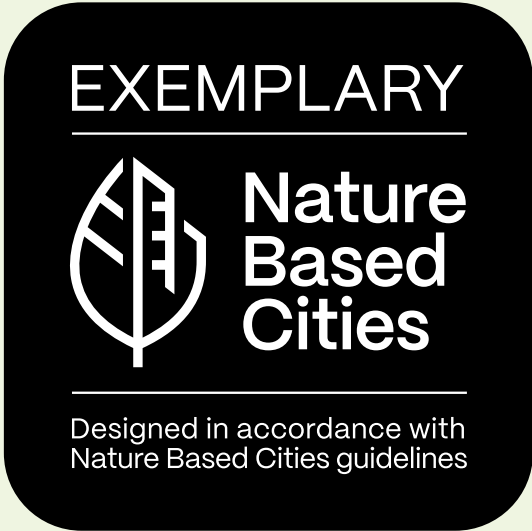
The logos have been supplied in digital and print formats:

SVG (scalable vector format for web), PNG (pixel format with transparency for web, Microsoft Office), EPS file formats (scalable vector format for large digital (RGB) or print (CMYK) applications).



Primary logo with descriptor – Colour

File Names:
NBC_Exemplary_Colour_Reverse_RGB.svg
NBC_Exemplary_Colour_Reverse_RGB.png
NBC_Exemplary_Colour_Reverse_RGB.eps
NBC_Exemplary_Colour_Reverse_CMYK.eps



Primary logo with descriptor – Black

File Names:
NBC_Exemplary_BW_Reverse_RGB.svg
NBC_Exemplary_BW_Reverse_RGB.png
NBC_Exemplary_BW_Reverse_RGB.eps
NBC_Exemplary_BW_Reverse_CMYK.eps



Primary logo with descriptor – White

File Names:
NBC_Exemplary_BW_RGB.svg
NBC_Exemplary_BW_RGB.png
NBC_Exemplary_BW_RGB.eps
NBC_Exemplary_BW_CMYK.eps



Primary text logo with descriptor – Colour

File Names:
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NBC_Exemplary_Text_Colour_CMYK.eps



Primary text logo with descriptor – Black

File Names:
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NBC_Exemplary_Text_Black_CMYK.eps



Primary text logo with descriptor – White

File Names:
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NBC_Exemplary_Text_White_RGB.png
NBC_Exemplary_Text_White_RGB.eps
NBC_Exemplary_Text_White_CMYK.eps

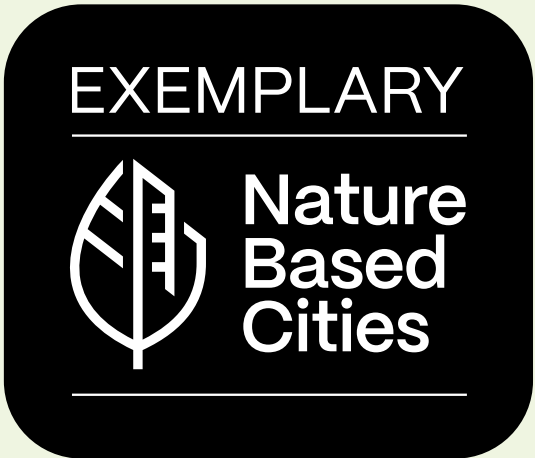
1.2 Exemplary accreditation – Secondary logos

The secondary version of the logo doesn't include the descriptor at the base and can be used at smaller sizes or where space is limited.



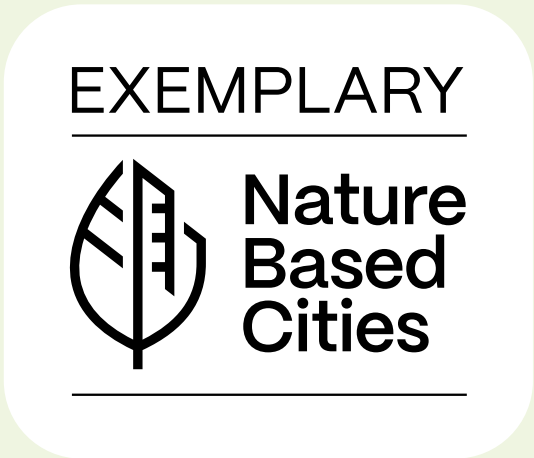
Secondary logo – No descriptor – Colour

File Names:
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NBC_Exemplary_Small_Colour_Reverse_RGB.png
NBC_Exemplary_Small_Colour_Reverse_RGB.eps
NBC_Exemplary_Small_Colour_Reverse_CMYK.eps



Secondary logo – No descriptor – Black

File Names:
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NBC_Exemplary_Small_BW_Reverse_RGB.eps
NBC_Exemplary_Small_BW_Reverse_CMYK.eps



Secondary logo – No descriptor – White

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NBC_Exemplary_Small_BW_RGB.png
NBC_Exemplary_Small_BW_RGB.eps
NBC_Exemplary_Small_BW_CMYK.eps



Secondary text logo – No descriptor – Colour

File Names:
NBC_Exemplary_Small_Text_Colour_RGB.svg
NBC_Exemplary_Small_Text_Colour_RGB.png
NBC_Exemplary_Small_Text_Colour_RGB.eps
NBC_Exemplary_Small_Text_Colour_CMYK.eps



Secondary text logo – No descriptor – Black

File Names:
NBC_Exemplary_Small_Text_Black_RGB.svg
NBC_Exemplary_Small_Text_Black_RGB.png
NBC_Exemplary_Small_Text_Black_RGB.eps
NBC_Exemplary_Small_Text_Black_CMYK.eps



Secondary text logo – No descriptor – White

File Names:
NBC_Exemplary_Small_Text_White_RGB.svg
NBC_Exemplary_Small_Text_White_RGB.png
NBC_Exemplary_Small_Text_White_RGB.eps
NBC_Exemplary_Small_Text_White_CMYK.eps

1.3 Commended accreditation – Primary logos

The primary logo lockup includes a descriptor at its base and should be used where size and space allow.

The logo is available contained within a badge shape, as well as outside of the badge shape. Full colour as well as single colour black and white versions are available for flexibility of use.

The logos have been supplied in digital and print formats:

SVG (scalable vector format for web), PNG (pixel format with transparency for web, Microsoft Office), EPS file formats (scalable vector format for large digital (RGB) or print (CMYK) applications).



Primary logo with descriptor – Colour

File Names:
NBC_Commended_Colour_Reverse_RGB.svg
NBC_Commended_Colour_Reverse_RGB.png
NBC_Commended_Colour_Reverse_RGB.eps
NBC_Commended_Colour_Reverse_CMYK.eps



Primary text logo with descriptor – Colour

File Names:
NBC_Commended_Text_Colour_RGB.svg
NBC_Commended_Text_Colour_RGB.png
NBC_Commended_Text_Colour_RGB.eps
NBC_Commended_Text_Colour_CMYK.eps



Primary logo with descriptor – Black

File Names:
NBC_Commended_BW_Reverse_RGB.svg
NBC_Commended_BW_Reverse_RGB.png
NBC_Commended_BW_Reverse_RGB.eps
NBC_Commended_BW_Reverse_CMYK.eps



Primary text logo with descriptor – Black

File Names:
NBC_Commended_Text_Black_RGB.svg
NBC_Commended_Text_Black_RGB.png
NBC_Commended_Text_Black_RGB.eps
NBC_Commended_Text_Black_CMYK.eps



Primary logo with descriptor – White

File Names:
NBC_Commended_BW_RGB.svg
NBC_Commended_BW_RGB.png
NBC_Commended_BW_RGB.eps
NBC_Commended_BW_CMYK.eps



Primary text logo with descriptor – White

File Names:
NBC_Commended_Text_White_RGB.svg
NBC_Commended_Text_White_RGB.png
NBC_Commended_Text_White_RGB.eps
NBC_Commended_Text_White_CMYK.eps

1.4 Commended accreditation – Secondary logos

The secondary version of the logo doesn't include the descriptor at the base and can be used at smaller sizes or where space is limited.



Secondary logo – No descriptor – Colour

File Names:
NBC_Commended_Small_Colour_Reverse_RGB.svg
NBC_Commended_Small_Colour_Reverse_RGB.png
NBC_Commended_Small_Colour_Reverse_RGB.eps
NBC_Commended_Small_Colour_Reverse_CMYK.eps



Secondary logo – No descriptor – Black

File Names:
NBC_Commended_Small_BW_Reverse_RGB.svg
NBC_Commended_Small_BW_Reverse_RGB.png
NBC_Commended_Small_BW_Reverse_RGB.eps
NBC_Commended_Small_BW_Reverse_CMYK.eps



Secondary logo – No descriptor – White

File Names:
NBC_Commended_Small_BW_RGB.svg
NBC_Commended_Small_BW_RGB.png
NBC_Commended_Small_BW_RGB.eps
NBC_Commended_Small_BW_CMYK.eps



Secondary text logo – No descriptor – Colour

File Names:
NBC_Commended_Small_Text_Colour_RGB.svg
NBC_Commended_Small_Text_Colour_RGB.png
NBC_Commended_Small_Text_Colour_RGB.eps
NBC_Commended_Small_Text_Colour_CMYK.eps



Secondary text logo – No descriptor – Black

File Names:
NBC_Commended_Small_Text_Black_RGB.svg
NBC_Commended_Small_Text_Black_RGB.png
NBC_Commended_Small_Text_Black_RGB.eps
NBC_Commended_Small_Text_Black_CMYK.eps



Secondary text logo – No descriptor – White

File Names:
NBC_Commended_Small_Text_White_RGB.svg
NBC_Commended_Small_Text_White_RGB.png
NBC_Commended_Small_Text_White_RGB.eps
NBC_Commended_Small_Text_White_CMYK.eps

1.5 Clear space and minimum size

It is important when applying the logos that sufficient clear space is left around the logo to maintain integrity and legibility.

The clear space around the logo should be based on total height of the 'N' (x).

This method of measurement can be applied across all logo types.

The minimum size has been set (see right), and when scaling down the logo lockup, it is recommended to use the version without the descriptor.



Minimum Size 30mm

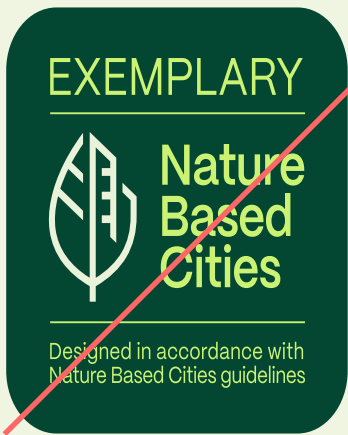


1.6 Incorrect use

The logos have been carefully considered for a wide variety of situations and applications.

They must never be recreated or altered. Always use the supplied master logo files and ensure they are never distorted, stretched, taken apart or have effects applied.

The examples on this page are some obvious examples of what not to do.



Do not stretch, compress or distort the lockup in any way.



Do not add stroke around the lockup.



Do not change any colours of the lockup, except when using the single colour (black or white) versions of the logo which may be used in your project's colours.



Do not break or alter any components of the lockup.



Do not apply any effects or filters to the lockup.



Do not disturb the minimum clear-space of the lockup.

2. NBC Colour library

2.1 Colour Breakdowns

The Nature Based Cities colours can be used for Nature Based Cities branded applications.

Ensure legibility with strong contrast and thoughtful pairings.

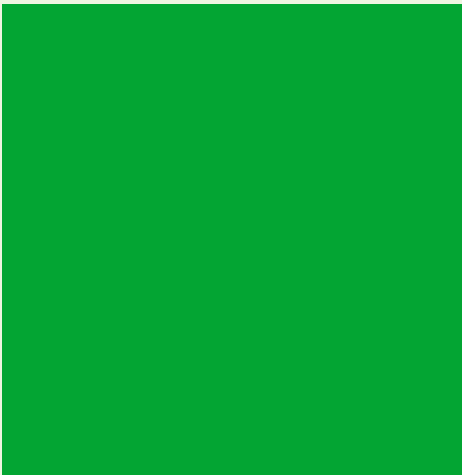
The colour values for each colour can be found to the right in; RGB and HEX values for use on digital applications and CMYK values for use in printed applications.



NBC DARK GREEN
R3 G71 B51
#034733
C90 M44 Y80 K50



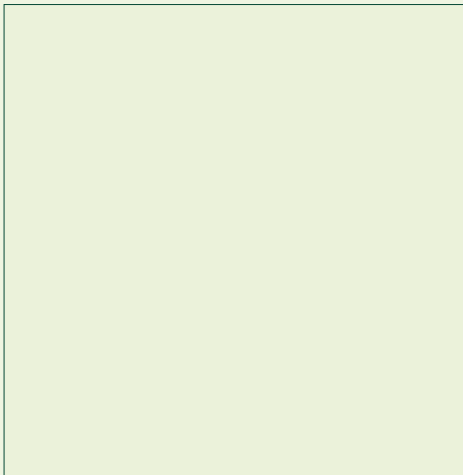
NBC LIME GREEN
R204 G242 B115
#CCF273
C23 M0 Y70 K0



NBC VIBRANT GREEN
R3 G165 B51
#03A533
C82 M7 Y100 K0



NBC LEAF GREEN
R125 G196 B56
#7DC438
C56 M0 Y100 K0



NBC OFF WHITE
R235 G242 B217
#EBF2DA
C7 M0 Y16 K0

3. NBC Brand font

3.1 Font Usage

Nature Based Cities branded applications should use the NBC brand font; PP Mori.

Nature Based Cities utilises the Regular & Semibold weights of PP Mori. You can purchase the NBC brand font via the link below:

PP Mori Typeface

Regular

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm
Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
1 2 3 4 5 6 7 8 9 0 , .

Semibold

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm
Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
1 2 3 4 5 6 7 8 9 0 , .

Nature-based Design Guidelines

4. Accreditation descriptors

4.1 Accreditation descriptor copy options – Exemplary

An explanatory headline and three lengths of descriptor copy have been provided for use as a supporting element to explain your project’s Nature Based Cities accreditation.

Choose the version that is most suitable for the particular application.

This copy can be used as a basis and adapted to suit your project’s particular copy style / tone of voice.

Headline with short descriptor

This project is proudly designed in accordance with the Nature Based Cities guidelines – Exemplary Standard.

This project is accredited as an Exemplary Nature Based Cities project, prioritising the inclusion of trees, green spaces and living landscapes to benefit your health and wellbeing, the environment and the community.

This accreditation recognises that this project is part of a shared mission to integrate nature into the urban fabric, transforming our cities globally.

Headline with medium descriptor

This project is proudly designed in accordance with the Nature Based Cities guidelines – Exemplary Standard.

This project is accredited as an Exemplary Nature Based Cities project. It has been designed in accordance with the Nature Based Cities Guidelines to prioritise the inclusion of trees, living landscapes and green open space to benefit your health and wellbeing, the environment, community and the long term value of the property.

Nature Based Cities promotes urban development in harmony with nature. As more people live in cities, addressing climate change and sustainability is vital.

This accreditation recognises the positive role of nature in this development, ensuring better outcomes for you, the community and the future of cities.

This project is part of a shared mission to integrate nature into the urban fabric, transforming our cities globally.

Headline with long descriptor

This project is proudly designed in accordance with the Nature Based Cities guidelines – Exemplary Standard.

This project is accredited as an Exemplary Nature Based Cities project. It has been designed in accordance with the Nature Based Cities Guidelines to prioritise the inclusion of trees, living landscapes and green open space to benefit your health and wellbeing, the environment, community and the long term value of the property.

Nature Based Cities brings together leading minds from business, development, research and planning to champion a better way to develop cities in harmony with nature. A growing proportion of the global population lives in cities – humanity is now predominantly urban.

As we face global-scale pressures and challenges of climate change and sustainability, the health and liveability of our precincts and cities, and their contributions towards addressing these global challenges is increasingly important. Just as many of the sustainability challenges we face emanate from cities, so too are cities potentially the locations for the solutions to these challenges.

Creating nature-based cities, in which trees, living landscape and green spaces are essential elements that are integrated in the urban fabric, the infrastructure and the spaces and places within our cityscapes, is critical for sustainable and liveable urban futures.

This accreditation recognises the positive inclusion of nature and living landscapes in this development, ensuring better outcomes for you, the community and the future of our cities.

This project is part of a shared mission to integrate nature into the urban fabric, transforming our cities globally.

4.2 Accreditation descriptor copy options – Commended

An explanatory headline and three lengths of descriptor copy have been provided for use as a supporting element to explain your project’s Nature Based Cities accreditation.

Choose the version that is most suitable for the particular application.

This copy can be used as a basis and adapted to suit your project’s particular copy style / tone of voice.

Headline with short descriptor

This project is proudly designed in accordance with the Nature Based Cities guidelines – Commended Standard.

This project is accredited as a Commended Nature Based Cities project, prioritising the inclusion of trees, green spaces and living landscapes to benefit your health and wellbeing, the environment and the community.

This accreditation recognises that this project is part of a shared mission to integrate nature into the urban fabric, transforming our cities globally.

Headline with medium descriptor

This project is proudly designed in accordance with the Nature Based Cities guidelines – Commended Standard.

This project is accredited as a Commended Nature Based Cities project. It has been designed in accordance with the Nature Based Cities Guidelines to prioritise the inclusion of trees, living landscapes and green open space to benefit your health and wellbeing, the environment, community and the long term value of the property.

Nature Based Cities promotes urban development in harmony with nature. As more people live in cities, addressing climate change and sustainability is vital.

This accreditation recognises the positive role of nature in this development, ensuring better outcomes for you, the community and the future of cities.

This project is part of a shared mission to integrate nature into the urban fabric, transforming our cities globally.

Headline with long descriptor

This project is proudly designed in accordance with the Nature Based Cities guidelines – Commended Standard.

This project is accredited as a Commended Nature Based Cities project. It has been designed in accordance with the Nature Based Cities Guidelines to prioritise the inclusion of trees, living landscapes and green open space to benefit your health and wellbeing, the environment, community and the long term value of the property.

Nature Based Cities brings together leading minds from business, development, research and planning to champion a better way to develop cities in harmony with nature. A growing proportion of the global population lives in cities – humanity is now predominantly urban.

As we face global-scale pressures and challenges of climate change and sustainability, the health and liveability of our precincts and cities, and their contributions towards addressing these global challenges is increasingly important. Just as many of the sustainability challenges we face emanate from cities, so too are cities potentially the locations for the solutions to these challenges.

Creating nature-based cities, in which trees, living landscape and green spaces are essential elements that are integrated in the urban fabric, the infrastructure and the spaces and places within our cityscapes, is critical for sustainable and liveable urban futures.

This accreditation recognises the positive inclusion of nature and living landscapes in this development, ensuring better outcomes for you, the community and the future of our cities.

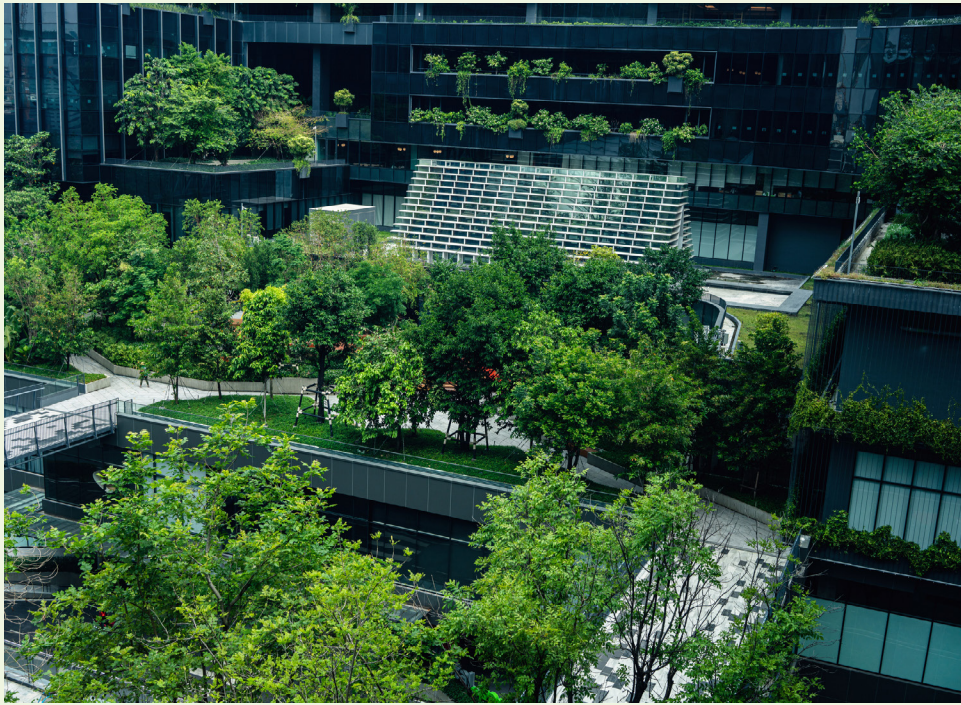
This project is part of a shared mission to integrate nature into the urban fabric, transforming our cities globally.

5. Imagery

5.1 Image or render style

The recommended imagery and render style for Nature Based Cities highlights the harmony between urban environments and natural landscapes.

It should showcase the areas of your development that include trees, green space and living landscapes that have helped you to achieve your Nature Based Cities accreditation.



6. Examples of use

6.1 Nature Based Cities branded

These examples demonstrate how the Nature Based Cities accreditation assets can be utilised across a series of applications, utilising the Nature Based Cities branding.

Project Brochure

Example of Exemplary secondary logo, colour version within a brochure and headline with medium descriptor.

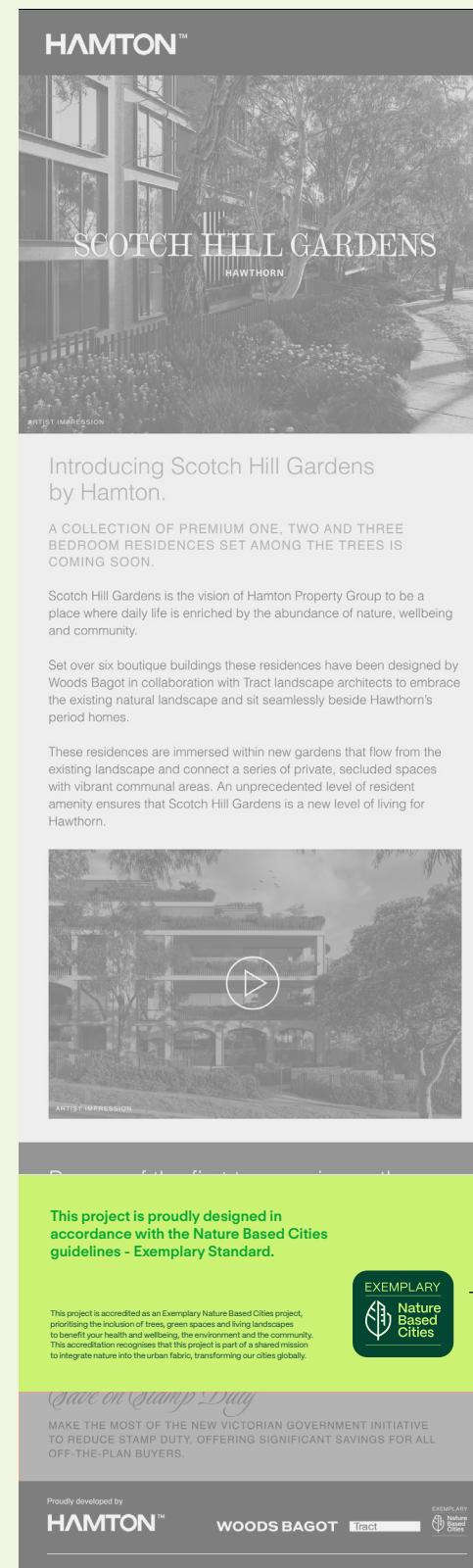


6.2 Nature Based Cities branded (cont.)

These examples demonstrate how the Nature Based Cities accreditation assets can be utilised across a series of applications, utilising the Nature Based Cities branding.

EDM Module

Example of Exemplary secondary logo, colour version and headline with short descriptor.



This project is proudly designed in accordance with the Nature Based Cities guidelines - Exemplary Standard.

This project is accredited as an Exemplary Nature Based Cities project, prioritising the inclusion of trees, green spaces and living landscapes to benefit your health and wellbeing, the environment and the community. This accreditation recognises that this project is part of a shared mission to integrate nature into the urban fabric, transforming our cities globally.



6.3 Nature Based Cities branded (cont.)

These examples demonstrate how the Nature Based Cities accreditation assets can be utilised across a series of applications, utilising the Nature Based Cities branding.

Website Module

Example of Exemplary secondary logo, colour version and headline with medium descriptor used on a webpage within a dedicated module for Nature Based Cities.

Cus, exporro omnis tem volupte to minitas ut eos enim ipsios exceptuda nobitescium ad ut dolut volorestior magni occus re sit optatur, quam doluptur atio cusaessectur asit occae. Nem quiducia veliquid quas sapellupicta nonsequuntem que offictem quos audae que voluptur?



This project is proudly designed in accordance with the Nature Based Cities guidelines - Exemplary Standard.

This project is accredited as an Exemplary Nature Based Cities project. It has been designed in accordance with the Nature Based Cities Guidelines to prioritise the inclusion of trees, living landscapes and green open space to benefit your health and wellbeing, the environment, community and the long term value of the property.

Nature Based Cities promotes urban development in harmony with nature. As more people live in cities, addressing climate change and sustainability is vital.

This accreditation recognises the positive role of nature in this development, ensuring better outcomes for you, the community and the future of cities.

This project is part of a shared mission to integrate nature into the urban fabric, transforming our cities globally.

EXEMPLARY

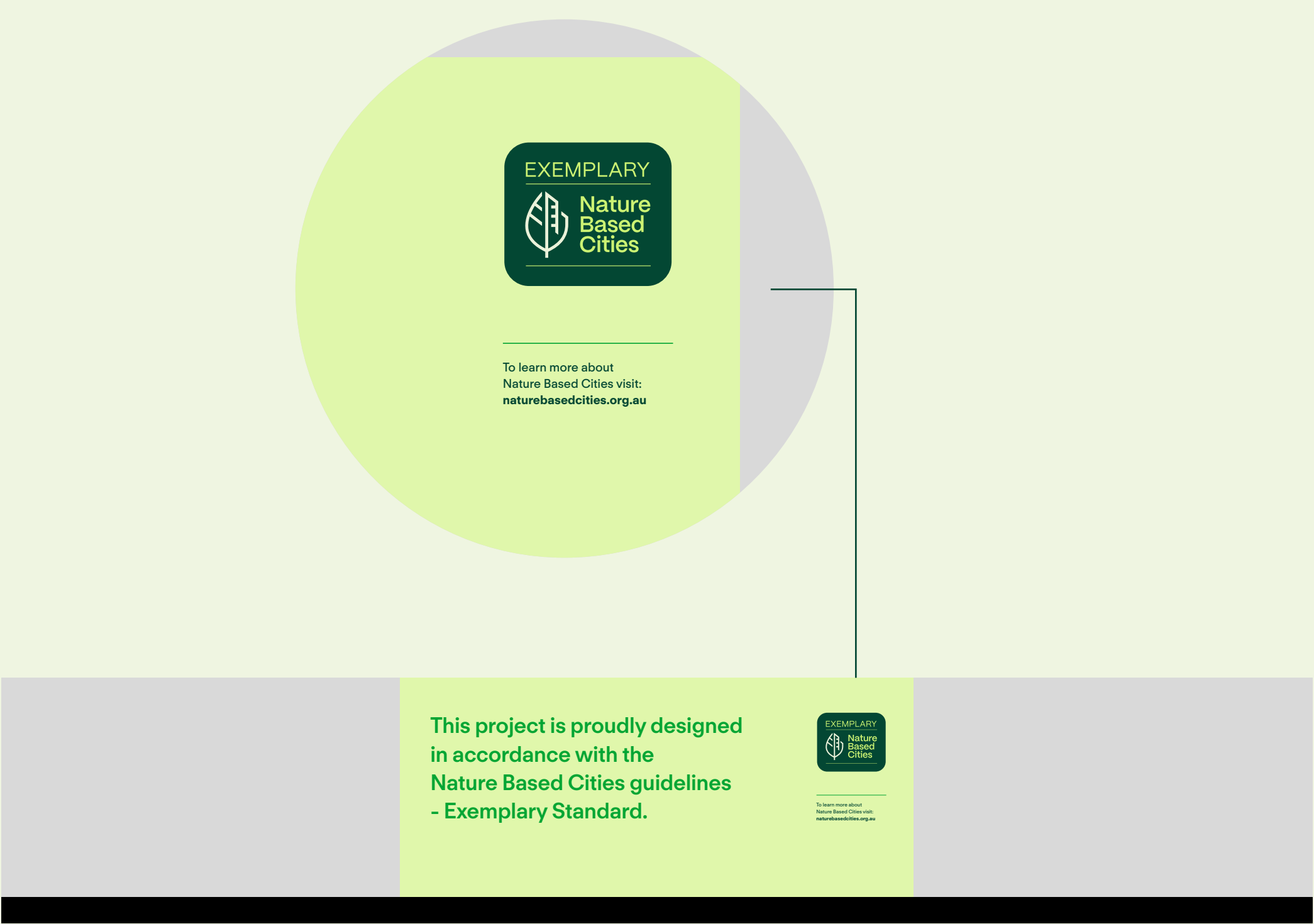


Nature Based Cities

6.4 Nature Based Cities branded (cont.)

These examples demonstrate how the Nature Based Cities accreditation assets can be utilised across a series of applications, utilising the Nature Based Cities branding.

Hoarding Panel
Example of Exemplary secondary logo, colour version and headline used on a hoarding panel.




6.5 Project branded

These examples demonstrate how the Nature Based Cities accreditation assets can be utilised across a series of applications, where the project’s branding is utilised.

Project Brochure

Example of Exemplary primary text logo, white version.
Photography features existing trees on site that will be retained.



IN THE NATURE OF NATURE

Guided by Nature, Informed
by Nature Based Cities.

Retaining the existing trees at Scotch Hill Gardens and designing the residences and resident amenity around them is about more than creating a new, premium neighbourhood in Hawthorn. It's part of a nature-based mission, called Nature Based Cities, to establish a precedent for a future in which cities are defined by trees, living landscape and green open space.

Nature Based Cities prioritises protecting and re-establishing nature and making meaningful change. It's about understanding that as a predominantly urban society, the health and liveability of our precincts and cities, and their contributions towards addressing global challenges like climate change and sustainability is increasingly important. It's why Scotch Hill Gardens has been designed to exceed the Nature Based Cities guidelines and has been accredited as the first Exemplary Nature Based Cities project.

SCOTCH HILL GARDENS. NATURE IS THE
GUIDING FOUNDATION FOR A HEALTHIER
AND MORE VIBRANT COMMUNITY.

EXEMPLARY
Nature
Based
Cities
Designed in accordance with
Nature Based Cities guidelines

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6.6 Project branded (cont.)

These examples demonstrate how the Nature Based Cities accreditation assets can be utilised across a series of applications, where the project’s branding is utilised.

Website Module

Example of Exemplary primary text logo, white version.
Render features green spaces within the development.



6.7 Project branded (cont.)

These examples demonstrate how the Nature Based Cities accreditation assets can be utilised across a series of applications, where the project’s branding is utilised.

EDM Footer

Example of Exemplary secondary text logo, white version.



6.8 Project branded (cont.)

These examples demonstrate how the Nature Based Cities accreditation assets can be utilised across a series of applications, where the project’s branding is utilised.

Project Hoarding Panel
Example of Exemplary secondary text logo – utilised in project colours.



7. Promotional flyer

7.1 Nature Based Cities A5 flyer – Exemplary Standard

The A5 flyer is intended to promote the benefits of a Nature Based Cities accreditation to prospective purchasers.

Artwork files for both Print (including trim marks and bleed) and Digital are supplied as part of this pack.

Front A5 Flyer



Back A5 Flyer



File Names:
NBC_A5_Flyer_Exemplary_Final_FA_Print.pdf
NBC_A5_Flyer_Exemplary_Final_FA_Digital.pdf

7.2 Nature Based Cities A5 flyer – Commended Standard

The A5 flyer is intended to promote the benefits of a Nature Based Cities accreditation to prospective purchasers.

Artwork files for both Print (including trim marks and bleed) and Digital are supplied as part of this pack.

Front A5 Flyer



Back A5 Flyer



File Names:
NBC_A5_Flyer_Commended_Final_FA_Print.pdf
NBC_A5_Flyer_Commended_Final_FA_Digital.pdf

NATUREBASEDCITIES.ORG.AU

For any questions or clarification on how to use these assets, please get in touch via email at contact@naturebasedcities.org.au



Annexure A

An example of a typical Licence Agreement

Trade mark licence deed

Nature Based Cities Ltd
ACN 658 309 418

and

[insert name]
ACN [insert]

Date: [insert]

Parties

1. **Nature Based Cities Ltd ACN 658 309 418** of Level 10, 530 Collins Street, Melbourne, VIC, 3000 (**Licensor**)
2. [Insert] of [Insert] (**Licensee**)

Background

- A. The Licensor is the legal and beneficial owner of all right, title, interest and goodwill in the Trade Mark.
- B. The Licensee seeks a licence from the Licensor to use the Trade Mark in the Territory.
- C. If the Licensee has met the criteria for use of the Trade Mark set out in the Certification Rules, then this Deed formally records the licence of the Trade Mark to the Licensee.

Operative Provisions

1. Definitions and interpretation

1.1 Definitions

In this Deed:

Certification Rules means the Licensor's rules that have been approved by the ACCC and have resulted in the registration of the Trade Mark as an Australian certification mark.

Deed means this deed including the background and any schedules;

Effective Date means the date of this Deed;

Territory means Australia; and

Trade Mark means the registered trade mark owned by the Licensor listed in Schedule 1 to this Deed and any other registered or unregistered trade marks notified by the Licensor to the Licensee in writing from time to time.

1.2 Interpretation

In this Deed unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) the headings are used for convenience only and do not affect the interpretation of this Deed;
- (c) a reference to a thing includes a reference to a part of that thing;
- (d) a reference to a document includes the document as modified from time to time and any document replacing it;

- (e) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (f) the words "in writing" include any communication sent by letter, facsimile transmission or email;
- (g) wherever "include" or any form of that word is used it must be construed as if it were followed by "(without being limited to)";
- (h) money amounts are stated in Australian currency unless otherwise specified; and
- (i) the word "month" means calendar month and the word "year" means 12 months.

2. Licence

2.1 Grant of licence

With effect from the Effective Date, the Licensor grants to the Licensee a non-transferrable, non-exclusive licence to use the Trade Mark in the Territory in accordance with this Deed.

2.2 Licensee's acknowledgments

The Licensee confirms and acknowledges that:

- (a) the Licensor may use the Trade Mark or licence others to use the Trade Mark if they have met the criteria set out in the Certification Rules; and
- (b) it may not grant any sub-licences or rights to others to use the Trade Mark without the prior written consent of the Licensor.

3. Use

The Licensee and Licensor confirm and acknowledge that:

- (a) the Licensee must use the Trade Mark only in the manner specified by the Licensor in accordance with the Certification Rules, this clause or as otherwise directed from time to time;
- (b) The Licensee agrees that the character and quality of the goods and services provided by the Licensee using the Trade Mark must satisfy the Certification Rules and the Licensor's standards and requirements as notified by the Licensor to the Licensee from time to time;
- (c) the Licensee will at all times conduct its affairs in accordance with the highest standards of business ethics and will conduct the operations of its business in a manner which is consistent with the provisions of the Certification Rules and this Deed;
- (d) the Licensee will ensure that its operations comply with the Certification Rules and all reasonable guidelines set by the Licensor as advised by the Licensor to the Licensee from time to time;
- (e) the Licensee will use its best endeavours to ensure that its business complies with its obligations under the Certification Rules and this Deed.
- (f) both the Licensor and the Licensee acknowledge that where obligations placed on the Licensee require a qualitative judgment, the standards to be applied to that obligation

shall be the standards as advised by the Licensor to the Licensee pursuant to clause 4(d).

- (g) In the absence of a specific standard set down by the Licensor pursuant to clause 4(d) then the standard to be applied is a standard which would be reasonably expected to apply to the obligations having regard to all of the circumstances.
- (h) the Licensor exercises quality control over services:
 - (i) dealt with or provided in the course of trade by the Licensee; and
 - (ii) in relation to which the Trade Mark is used.
- (i) The Licensee agrees, as and when requested, to submit to the Licensor for approval samples of all documents, labels, advertising, websites, marketing materials, publications, packaging and other matter on which the Trade Mark will appear.
- (j) The Licensee must not alter or deface the Trade Mark in any manner.
- (k) the Licensee must not:
 - (i) use the Trade Mark in any manner likely to deceive or cause confusion or jeopardise their distinctiveness;
 - (ii) use the Trade Mark together with any other trade marks, logos, names, trading styles or get up, without the Licensor's prior written consent;
 - (iii) create or develop any new trade marks that are substantially identical or deceptively similar to the Trade Mark without the prior written consent of the Licensor; and
 - (iv) use or register in the Territory any business name, company name, domain name, social media account or anything else that incorporates or is substantially identical with, or deceptively similar to, the Trade Mark except as expressly permitted in writing by the Licensor; and
- (l) The Licensee must:
 - (i) use the Trade Mark continuously throughout the Term in respect of the Services; and
 - (ii) notify the Licensor in writing immediately if the Licensee intends to cease using the Trade Mark for any period of time.

4. Title and registration of Trade Mark

4.1 Acknowledgment of Licensor's title

The Licensee acknowledges:

- (a) the Licensor's rights, title and interest to the Trade Mark;
- (b) that the goodwill relating to the Trade Mark remains vested in the Licensor; and
- (c) the validity of the Trade Mark.

4.2 Protection of Licensor's title

The Licensor undertakes that it will not during the continuance of this Deed or after its expiration or termination, take any action, or assist any person to take any action, which would or might:

- (a) invalidate or put in dispute the Licensor's title in any of the Trade Mark;
- (b) oppose any application for registration of the Trade Mark or invalidate any registration of any of the Trade Mark; and
- (c) support an application to remove any of the Trade Mark from a register of trade marks rights.

4.3 Maintenance of registration

The Licensor is responsible for maintaining the registration of the Trade Mark, where applicable.

4.4 Revocation or expiry of Trade Mark

The revocation or expiry of any rights or title of the Licensor in any of the Trade Mark will not affect the validity of this Deed.

5. Infringement

5.1 Notice of infringement

If the Licensee becomes aware of:

- (a) any infringement or threatened infringement of the Trade Mark, or of any conduct in relation to the Trade Mark that might constitute passing off or misleading and deceptive conduct; or
- (b) any claim by a third party that use of the Trade Mark is likely to deceive or cause confusion, infringes a third party's rights, or constitutes passing off or misleading and deceptive conduct,

the Licensee must immediately notify the Licensor in writing giving the Licensor all the information concerning the claim and must not take any other steps in relation to either clause 6.1(a) or (b) without the prior written consent of the Licensor.

5.2 The Licensor's discretion as to proceedings

The Licensor may, in its absolute discretion, commence proceedings in respect of any infringement of the Trade Mark, or other cause of action connected with the Trade Mark, and will have the full conduct of such proceedings.

5.3 Cooperation in proceedings

In any dispute or proceedings involving the Trade Mark, the Licensee must provide such cooperation and assistance as required by the Licensor.

6. Termination

Either party may terminate this Deed by written notice to the other party:

- (a) if the other party breaches this Deed and fails to remedy the breach within 30 days of notice specifying the breach;
- (b) immediately if the other party commits an act of bankruptcy or becomes bankrupt, goes into liquidation, has a receiver, voluntary administrator or any form of administrator in insolvency appointed, makes any assignment for the benefit of creditors or enters into a scheme or deed of composition whether formal or informal with its creditors; or
- (c) upon giving the other party 90 days written notice of such termination.

7. Termination consequences

7.1 Termination of Licence and hand over of materials

- (a) On termination of this Deed, all rights granted to the Licensee will terminate and all rights in and to the Trade Mark will revert to the Licensor without further action or notification by the Licensor to the Licensee or any other person.
- (b) Within 7 days of the termination of this Deed, deliver to the Licensor, or, if required by the Licensor, destroy under the Licensor's supervision, all documents, labels, tags, packaging material, advertising and promotional matter, websites, marketing materials, publications and all other material bearing the Trade Mark.

8. General

8.1 Nature of obligations

- (a) Any provision in this Deed which binds more than one person binds all of those persons jointly and each of them individually.
- (b) Each obligation imposed on a party by this Deed in favour of another is a separate obligation.

8.2 Entire understanding

This Deed contains the entire understanding between the parties concerning the subject matter of the Deed and supersedes all prior communications between the parties.

8.3 No waiver

A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this Deed does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Deed. A waiver of a breach does not operate as a waiver of any other breach.

8.4 Severability

If any provision of this Deed offends any law applicable to it and is as a consequence illegal, invalid or unenforceable then:

- (a) where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and

- (b) in any other case the offending provision must be severed from this Deed in which event the remaining provisions of the Deed operate as if the severed provision had not been included.

8.5 Successors and assigns

This Deed binds and benefits the parties and their respective successors and permitted assigns.

8.6 No assignment

The Licensee cannot assign or otherwise transfer the benefit of this Deed without the prior written consent of the Licensor.

8.7 No variation

This Deed cannot be amended or varied except in writing signed by the parties.


8.8 Governing law and jurisdiction

This Deed is governed by and must be construed in accordance with the laws of the State of Victoria. The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters or things arising out of this Deed.

8.9 Counterparts

This Deed may be executed in counterparts which together form one document.

Schedule 1: Trade Mark

Registered trade mark no.	Trade mark	Class	Priority date
2529231	 <p>The logo is a dark grey rounded rectangle. At the top, the word 'COMMEDED' is written in white, uppercase, sans-serif font. Below it is a horizontal line. To the left of the text 'Nature Based Cities' is a white stylized leaf icon. The text 'Nature Based Cities' is in a bold, white, sans-serif font. Below this text is another horizontal line, followed by the text 'Designed in accordance with Nature Based Cities guidelines' in a smaller, white, sans-serif font.</p>	Class 42	11 March 2025

Executed as a Deed.

Executed by **Nature Based Cities Ltd**
ACN 658 309 418 by its authorised
representative

.....
Signature of witness

.....
Signature of authorised representative

.....
Name (please print)

.....
Name (please print)

Executed by **[Insert]** by its authorised
representative

.....
Signature of witness

.....
Signature of authorised representative

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Name (please print)

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Name (please print)

Trade mark licence deed

Nature Based Cities Ltd
ACN 658 309 418

and

[insert name]
ACN [insert]

Date: [insert]

Parties

1. **Nature Based Cities Ltd ACN 658 309 418** of Level 10, 530 Collins Street, Melbourne, VIC, 3000 (**Licensor**)
2. [Insert] of [Insert] (**Licensee**)

Background

- A. The Licensor is the legal and beneficial owner of all right, title, interest and goodwill in the Trade Mark.
- B. The Licensee seeks a licence from the Licensor to use the Trade Mark in the Territory.
- C. If the Licensee has met the criteria for use of the Trade Mark set out in the Certification Rules, then this Deed formally records the licence of the Trade Mark to the Licensee.

Operative Provisions

1. Definitions and interpretation

1.1 Definitions

In this Deed:

Certification Rules means the Licensor's rules that have been approved by the ACCC and have resulted in the registration of the Trade Mark as an Australian certification mark.

Deed means this deed including the background and any schedules;

Effective Date means the date of this Deed;

Territory means Australia; and

Trade Mark means the registered trade mark owned by the Licensor listed in Schedule 1 to this Deed and any other registered or unregistered trade marks notified by the Licensor to the Licensee in writing from time to time.

1.2 Interpretation

In this Deed unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) the headings are used for convenience only and do not affect the interpretation of this Deed;
- (c) a reference to a thing includes a reference to a part of that thing;
- (d) a reference to a document includes the document as modified from time to time and any document replacing it;

- (e) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (f) the words "in writing" include any communication sent by letter, facsimile transmission or email;
- (g) wherever "include" or any form of that word is used it must be construed as if it were followed by "(without being limited to)";
- (h) money amounts are stated in Australian currency unless otherwise specified; and
- (i) the word "month" means calendar month and the word "year" means 12 months.

2. Licence

2.1 Grant of licence

With effect from the Effective Date, the Licensor grants to the Licensee a non-transferrable, non-exclusive licence to use the Trade Mark in the Territory in accordance with this Deed.

2.2 Licensee's acknowledgments

The Licensee confirms and acknowledges that:

- (a) the Licensor may use the Trade Mark or licence others to use the Trade Mark if they have met the criteria set out in the Certification Rules; and
- (b) it may not grant any sub-licences or rights to others to use the Trade Mark without the prior written consent of the Licensor.

3. Use

The Licensee and Licensor confirm and acknowledge that:

- (a) the Licensee must use the Trade Mark only in the manner specified by the Licensor in accordance with the Certification Rules, this clause or as otherwise directed from time to time;
- (b) The Licensee agrees that the character and quality of the goods and services provided by the Licensee using the Trade Mark must satisfy the Certification Rules and the Licensor's standards and requirements as notified by the Licensor to the Licensee from time to time;
- (c) the Licensee will at all times conduct its affairs in accordance with the highest standards of business ethics and will conduct the operations of its business in a manner which is consistent with the provisions of the Certification Rules and this Deed;
- (d) the Licensee will ensure that its operations comply with the Certification Rules and all reasonable guidelines set by the Licensor as advised by the Licensor to the Licensee from time to time;
- (e) the Licensee will use its best endeavours to ensure that its business complies with its obligations under the Certification Rules and this Deed.
- (f) both the Licensor and the Licensee acknowledge that where obligations placed on the Licensee require a qualitative judgment, the standards to be applied to that obligation

shall be the standards as advised by the Licensor to the Licensee pursuant to clause 4(d).

- (g) In the absence of a specific standard set down by the Licensor pursuant to clause 4(d) then the standard to be applied is a standard which would be reasonably expected to apply to the obligations having regard to all of the circumstances.
- (h) the Licensor exercises quality control over services:
 - (i) dealt with or provided in the course of trade by the Licensee; and
 - (ii) in relation to which the Trade Mark is used.
- (i) The Licensee agrees, as and when requested, to submit to the Licensor for approval samples of all documents, labels, advertising, websites, marketing materials, publications, packaging and other matter on which the Trade Mark will appear.
- (j) The Licensee must not alter or deface the Trade Mark in any manner.
- (k) the Licensee must not:
 - (i) use the Trade Mark in any manner likely to deceive or cause confusion or jeopardise their distinctiveness;
 - (ii) use the Trade Mark together with any other trade marks, logos, names, trading styles or get up, without the Licensor's prior written consent;
 - (iii) create or develop any new trade marks that are substantially identical or deceptively similar to the Trade Mark without the prior written consent of the Licensor; and
 - (iv) use or register in the Territory any business name, company name, domain name, social media account or anything else that incorporates or is substantially identical with, or deceptively similar to, the Trade Mark except as expressly permitted in writing by the Licensor; and
- (l) The Licensee must:
 - (i) use the Trade Mark continuously throughout the Term in respect of the Services; and
 - (ii) notify the Licensor in writing immediately if the Licensee intends to cease using the Trade Mark for any period of time.

4. Title and registration of Trade Mark

4.1 Acknowledgment of Licensor's title

The Licensee acknowledges:

- (a) the Licensor's rights, title and interest to the Trade Mark;
- (b) that the goodwill relating to the Trade Mark remains vested in the Licensor; and
- (c) the validity of the Trade Mark.

4.2 Protection of Licensor's title

The Licensor undertakes that it will not during the continuance of this Deed or after its expiration or termination, take any action, or assist any person to take any action, which would or might:

- (a) invalidate or put in dispute the Licensor's title in any of the Trade Mark;
- (b) oppose any application for registration of the Trade Mark or invalidate any registration of any of the Trade Mark; and
- (c) support an application to remove any of the Trade Mark from a register of trade marks rights.

4.3 Maintenance of registration

The Licensor is responsible for maintaining the registration of the Trade Mark, where applicable.

4.4 Revocation or expiry of Trade Mark

The revocation or expiry of any rights or title of the Licensor in any of the Trade Mark will not affect the validity of this Deed.

5. Infringement

5.1 Notice of infringement

If the Licensee becomes aware of:

- (a) any infringement or threatened infringement of the Trade Mark, or of any conduct in relation to the Trade Mark that might constitute passing off or misleading and deceptive conduct; or
- (b) any claim by a third party that use of the Trade Mark is likely to deceive or cause confusion, infringes a third party's rights, or constitutes passing off or misleading and deceptive conduct,

the Licensee must immediately notify the Licensor in writing giving the Licensor all the information concerning the claim and must not take any other steps in relation to either clause 6.1(a) or (b) without the prior written consent of the Licensor.

5.2 The Licensor's discretion as to proceedings

The Licensor may, in its absolute discretion, commence proceedings in respect of any infringement of the Trade Mark, or other cause of action connected with the Trade Mark, and will have the full conduct of such proceedings.

5.3 Cooperation in proceedings

In any dispute or proceedings involving the Trade Mark, the Licensee must provide such cooperation and assistance as required by the Licensor.

6. Termination

Either party may terminate this Deed by written notice to the other party:

- (a) if the other party breaches this Deed and fails to remedy the breach within 30 days of notice specifying the breach;
- (b) immediately if the other party commits an act of bankruptcy or becomes bankrupt, goes into liquidation, has a receiver, voluntary administrator or any form of administrator in insolvency appointed, makes any assignment for the benefit of creditors or enters into a scheme or deed of composition whether formal or informal with its creditors; or
- (c) upon giving the other party 90 days written notice of such termination.

7. Termination consequences

7.1 Termination of Licence and hand over of materials

- (a) On termination of this Deed, all rights granted to the Licensee will terminate and all rights in and to the Trade Mark will revert to the Licensor without further action or notification by the Licensor to the Licensee or any other person.
- (b) Within 7 days of the termination of this Deed, deliver to the Licensor, or, if required by the Licensor, destroy under the Licensor's supervision, all documents, labels, tags, packaging material, advertising and promotional matter, websites, marketing materials, publications and all other material bearing the Trade Mark.

8. General

8.1 Nature of obligations

- (a) Any provision in this Deed which binds more than one person binds all of those persons jointly and each of them individually.
- (b) Each obligation imposed on a party by this Deed in favour of another is a separate obligation.

8.2 Entire understanding

This Deed contains the entire understanding between the parties concerning the subject matter of the Deed and supersedes all prior communications between the parties.

8.3 No waiver

A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this Deed does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Deed. A waiver of a breach does not operate as a waiver of any other breach.

8.4 Severability

If any provision of this Deed offends any law applicable to it and is as a consequence illegal, invalid or unenforceable then:

- (a) where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and

- (b) in any other case the offending provision must be severed from this Deed in which event the remaining provisions of the Deed operate as if the severed provision had not been included.

8.5 Successors and assigns

This Deed binds and benefits the parties and their respective successors and permitted assigns.

8.6 No assignment

The Licensee cannot assign or otherwise transfer the benefit of this Deed without the prior written consent of the Licensor.

8.7 No variation

This Deed cannot be amended or varied except in writing signed by the parties.


8.8 Governing law and jurisdiction

This Deed is governed by and must be construed in accordance with the laws of the State of Queensland. The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters or things arising out of this Deed.

8.9 Counterparts

This Deed may be executed in counterparts which together form one document.

Schedule 1: Trade Mark

Registered trade mark no.	Trade mark	Class	Priority date
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Nature Based Cities Limited
naturebasedcities.org.au

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