

Licensing Agreement and Conditions of Use of the AASW Collective Trade Marks

1. The trade marks remain at all times the legal property of the Australian Association of Social Workers (AASW).
2. Use of the **Accredited Social Worker** Trade Mark is exclusively for eligible members of the AASW who are licensed by the AASW to use the trade mark. Eligible licensees of this trade mark must have completed an AASW accredited social work qualification (or completed an overseas social work qualification assessed by the AASW as comparable to Australian standards) agree to abide by the AASW *Code of Ethics*, confirm they are not currently subject to any sanction for a substantiated ethics breach, and confirm they have met the AASW CPD requirements for Accredited Social Workers. A license entitles the licensee to use the Accredited Social Worker Trade Mark only for as long as the member holds such license.
3. Use of the **Accredited Mental Health Social Worker** Trade Mark is exclusively for eligible members of the AASW who are licensed by the AASW to use the trade mark. Eligible licensees of this trade mark must have completed an AASW accredited social work qualification (or completed an overseas social work qualification assessed by the AASW as comparable to Australian standards), must have been positively assessed by the AASW, on behalf of the Australian Government, as meeting the requirements to become accredited as a Mental Health Social Worker (including the specific CPD requirements), agree to abide by the AASW *Code of Ethics*, and confirm they are not currently subject to any sanction for a substantiated ethics breach. A license entitles the licensee to use the Accredited Mental Health Social Worker Trade Mark only for as long as the member holds such license.
4. Use of the **Social Worker** Trade Mark is exclusively for eligible members of the AASW who are licensed by the AASW to use the trade mark. Eligible licensees of this trade mark must have completed an AASW accredited social work qualification (or completed an overseas social work qualification assessed by the AASW as comparable to Australian standards), agree to abide by the AASW *Code of Ethics* and confirm they are not currently subject to any sanction for a substantiated ethics breach. A license entitles the licensee to use the Social Worker Trade Mark only for as long as the member holds such license.
5. The trade marks are for individual use only and are not to be used as a practice or company endorsement, or to advertise any professional development course in relation to the promotion of any event. AASW CPD Endorsement is a separate quality assurance process whereby CPD activities are assessed and endorsed against a set of quality criteria. Providers seeking AASW CPD endorsement should refer separately to www.aasw.asn.au/professional-development/providers.
6. Licensees must continually maintain the currency of their eligibility to use the relevant trade mark of which they are licensed to use.
7. Licensees agree to their name being placed on a public register of trade mark users which will be accessible on the AASW website.
8. Where a licensee ceases to be eligible to use the trade mark they are licensed to use, the license will terminate and the trade mark must be removed from all stationery, signage, websites etc (as applicable) no later than one (1) month from the cessation of their eligibility.
9. To protect the integrity of the trade marks and their recognition in the community and across the social work profession, the trade marks may only be used strictly in accordance with the conditions of use as set out in this guide.

10. The trade marks must not be used in any way which could:
- Bring the AASW into disrepute; or
 - Be in breach of any of the provisions within the AASW *Code of Ethics*; or
 - Suggest AASW endorsement of any person who is not eligible to use the trade marks.
11. The AASW will at its sole discretion, conduct audits of licensee's eligibility to use a trade mark at any time.
12. If a licensee breaches, or otherwise fails to comply with any of the terms and conditions of the license to use one of the trade marks, the AASW may at its sole discretion, immediately terminate the license of that licensee by notice in writing to the licensee. This will be called a termination notice. On receipt of a termination notice, the trade marks must be removed from all stationery, signage, websites etc (as applicable) of that former licensee. Any use of a trade mark thereafter will be regarded as unauthorised use, and the person may be subject to disciplinary action by the AASW under the Constitution or *Code of Ethics* or legal action will be commenced.
13. The AASW may change the trade marks at any time and may change any of the terms and conditions of use associated with any or all of the trade marks at any time on giving reasonable notice in writing to the licensee.
14. A licensee must not share the trade marks with any other person, and doing so will jeopardise their own licensing agreement to use the trade mark.
15. The AASW may suspend or cancel a license to use a trade mark following a substantiated breach of the *Code of Ethics*.
16. The AASW will undertake any investigations necessary to ascertain if a breach of the conditions of use of an AASW trade mark has occurred.