

# Summary of Changes – CDR Trade Mark Licence Agreement V2.1

The following list sets out the key amendments made to CDR Trade Mark Licence Agreement version 1.0 compared to version 2.1:

- Inclusion of new or updated Definitions for a number of key terms, including Accredited Person, Brand Guidelines, CDR consumer, CDR data, CDR Trade Mark Data Holder, Intellectual Property Rights, Licensed Purpose and Territory (Clause 1)
- Clarification that the Licensed Purpose includes use of the Trade Mark by the Licensee in the publication of the Licensee's promotional material or online promotional material relating to the Services (Clause 1 – Definition of Licensed Purpose; Schedule – Item 3)
- Inclusion of Brand Guidelines which Licensees need to comply with in relation to the form of use of the CDR Trade Mark (Clause 1; Schedule – Item 2)
- Removal of the requirement of a CDR Trade Marks Register to be maintained by the ACCC (former Clause 2.6, which has now been deleted). In practice, rights under this Licence Agreement will be granted, maintained or terminated through the CDR Participant Portal Account, and through communications between the ACCC and Licensee
- Insertion of a Quality Control requirement (Clause 4)
- Amendments to Protection of licensed Intellectual Property clause to remove some presumptions around payment of costs and in some instances, require a discussion between the ACCC and Licensee as to the payment of costs (Clauses 7.2(b), 7.5(c), 7.5(d))
- Clarification that the Licence Agreement commences on the date the Licensee agrees to be bound, rather than via the original signature block in the Agreement which has been deleted (Clause 9). In practice, this occurs when the Licensee accepts the Licence terms in the CDR Participant Portal Account
- Increasing the period of time available to Licensees to remediate a breach and to cease using the CDR Trade Mark upon termination of the Licence Agreement (Clauses 9.2 and 9.3)
- At Item 1 of the Schedule, only licensing Licensees to use the composite logo (i.e. the image along with the words 'Consumer Data Right'). This is to assist in building brand awareness of the CDR, and to demonstrate the ACCC's control over the CDR Trade Mark.