

## ONLINE TRADE MARK LICENCE TERMS & CONDITIONS

This page (together with the documents referred to) are the terms and conditions of the Trade Mark Licence (as defined below) that we, Social Enterprise Mark Community Interest Company, will grant if following completion of the Application Form (as defined below), you are accepted as a Licensee by us.

Please read these Terms (as defined below) carefully before applying for a Trade Mark Licence. You should understand that by applying for a Trade Mark Licence, you agree to be bound by these Terms.

You should print a copy of these Terms for future reference.

Please click on the "I Accept" button at the end of these Terms to indicate your acceptance of these Terms. Please understand that if you refuse to accept these Terms, you will not be accepted as a Licensee by us.

### 1. INTERPRETATION

1.1 In these Terms, the following words and phrases shall have the following meanings:

**Applicant/You:** the entity or individual applying, in the course of business, for a Trade Mark Licence.

**Application Form:** the application form completed by you on the Site at [www.socialenterprisemark.org.uk](http://www.socialenterprisemark.org.uk).

**Application Successful Email:** the email issued by us accepting your Application Form.

**Commencement Date:** the date on which these Terms come into force as stated in clause 2.

**Contract:** these Terms, the Application Form and the Application Successful Email.

**Force Majeure:** any circumstances not foreseeable at the date of these Terms and not within the reasonable control of the party in question including, without limitation, strikes, lockouts, shortages of labour or raw materials, civil commotion, riot, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.

**Initial Period:** means 12 months from the Commencement Date.

**Licence Fee:** is charged annually plus VAT, according to the annual income of the business (or other fee agreed between us from time to time) payable in accordance with clause 9. [Click to view prices](#).

**Mark:** the trade mark(s), indicia, designs and devices, set out in Schedule 1.

**Mark User Brand Guidelines:** means the guidelines specified in Schedule 3, as amended from time to time.

**Qualification Criteria:** means the standards of best practice as attached at Schedule 2, as amended from time to time.

**Products:** the products manufactured by you as detailed by you in the first section of the Application Form, "Company details" and such further services as may be added by agreement.

**SEM CIC/we/us:** Social Enterprise Mark Community Interest Company, a company registered in England with company number 07133698, whose registered office is at Unit B, Pynes Hill, Exeter, EX2 5AZ

**Services:** the services provided by you as detailed by you in the first section of the Application Form, "Company details" and such further services as may be added by agreement.

**Site:** the site accessible at [www.socialenterprisemark.org.uk](http://www.socialenterprisemark.org.uk).

**Terms:** these terms and conditions.

**Trade Mark Licence:** the licence to use the Mark on these Terms.

1.2 References to **these Terms** or to any other agreement or document referred to in these Terms mean these Terms or such other agreement or document as amended, varied, supplemented, modified or novated from time to time and include the schedules.

1.3 A reference to a clause or a schedule is a reference to a clause of, or schedule to, these Terms. A reference to a paragraph is, unless otherwise stated, a reference to a paragraph of the schedule in which the reference appears. Clause and schedule headings do not affect the interpretation of these Terms. Each of the schedules shall have effect as if set out in these Terms.

## **2. HOW THE CONTRACT IS FORMED**

2.1 These Terms apply to all applications made via our Site.

2.2 After you complete the Application Form and click "apply", you will receive an e-mail acknowledging that we have received the Application Form. Please note that this does not mean that your application has been accepted. Your application constitutes an offer to us to apply for a Trade Mark Licence. All Application Forms are subject to acceptance by us and we will confirm such acceptance to you by sending you a Application Successful Email. The contract between us (the Contract) will only be formed when we send you the Application Successful Email.

## **3. COMMENCEMENT AND DURATION**

These Terms shall come into force on the date of these Terms or on obtaining all of the approvals referred to in clause 8.6 (whichever occurs later) and shall continue in force for the Initial Period and thereafter shall automatically continue at one year intervals,

unless terminated by either party giving 2 months written notice expiring at any time after the end of the Initial Term or otherwise in accordance with any other clause of this Contract.

#### **4. LICENCE**

Subject to clause 2.2, we hereby grant you a non-exclusive licence to use the Mark in the United Kingdom or such other countries as may be agreed between you and us in the manufacture, promotion, distribution and sale of Products and/or the provision of Services, subject to the provisions of these Terms.

#### **5. APPLICATION OF THE MARK**

5.1 You shall ensure that all Products and Services (or any promotional material for the same) made and sold by you under these Terms shall carry the Mark. You shall comply strictly with our directions regarding the form and manner of the application of the Mark.

5.2 You may use your own trade name on packaging, advertising and promotional materials for Products and/or Services.

#### **6. TITLE AND GOODWILL**

6.1 You acknowledge and agree that we are the owner of the Mark and you shall not dispute or challenge the validity of the Mark, or any of our rights to the Mark, during the term of the Contract.

6.2 Any goodwill derived from your use of the Mark will accrue to us. We may, at any time, call for a confirmatory assignment of that goodwill and you shall immediately execute it.

#### **7. TRADE MARK REGISTRATIONS**

7.1 You shall not apply for, or obtain, registrations of the Mark for any goods or services in any country.

7.2 You shall not apply for, or obtain, registrations of any trade or service mark in any country which is confusingly similar to the Mark.

#### **8. DUTIES OF THE PARTIES**

8.1 You shall not do, or omit to do, anything to diminish our rights in the Mark or impair any registration of the Mark.

- 8.2 You shall comply with our Qualification Criteria and Mark User Brand Guidelines from time to time in place.
- 8.3 We warrant that we are the owner of the Mark and may, at our discretion, on written notice to you, add or delete any of the entries in Schedule 1.
- 8.4 You shall promptly notify us of any attack on the validity of any registration of the Mark, once the Mark has been registered.
- 8.5 You shall abide by regulations and practices in force or use in the United Kingdom in order to safeguard our rights in the Mark.
- 8.6 In the event that any government approval is required in order for these Terms to be effective in any country in the United Kingdom or in your country, you shall obtain such approval and shall provide us with a certified copy of such approval together with a translation into English.

## **9. LICENCE FEE**

- 9.1 Upon acceptance of an Application Form on the Site and award of the Mark, you will be asked to pay the Licence Fee. We may accept payment by cheque (which must be received by us within 30 days of submitting the Application Form), electronic BACS transfer or as otherwise indicated on the Site. Please indicate the payment method on the Application Form.
- 9.2 If any payment due to us is not made within 7 days of the due date, we reserve the right to charge interest which shall accrue on the full amount outstanding at the rate of 3% above the base lending rate of the Cooperative Bank from time to time, from the due date until the date of actual payment. Partial payments are applied first against interest accrued to the date of payment and any balance is then applied against the principle sum outstanding.
- 9.3 Upon expiry of the Initial Period, we will continue to debit your credit or debit card on an annual basis in advance for the Licence Fee, unless this licence is terminated in accordance with this Agreement. For the avoidance of doubt we will review the Licence Fee on an annual basis and will be permitted to revise the Licence Fee, as we see fit, by giving you 2 months prior written notice.

## **10. TAXES AND WITHHOLDINGS**

- 10.1 All payments to be made by you under these Terms are exclusive of value added tax (if applicable), consumption tax or other sales tax or customs duty which shall, where appropriate, be payable by you.

10.2 All payments to be made by you under these Terms shall be paid without set off, delay or deduction and time for payment shall be of the essence.

## **11. QUALITY CONTROL AND APPROVAL PROCEDURES**

11.1 We shall notify you of the standards and specifications which shall be adopted by you in the manufacture, promotion, distribution and sale of Products and/or Services in its Qualification Criteria and Mark User Brand Guidelines and you undertake to comply strictly with such standards and specifications. We will give you written notice of any modifications or changes to the standards of quality or specifications, and you shall implement any such modification or change as soon as is reasonably practicable.

11.2 We or any other person authorised by us shall, on giving 7 days prior written notice, at our own expense, have access during normal business hours to any of your premises used for the manufacture, storage and distribution of Products and/or Services to assess your compliance with these Terms.

11.3 In the event that, in our sole opinion, you are not complying with the Qualification Criteria, we may either:

- (a) terminate the Contract in accordance with clause 19; or
- (b) require you to make such reasonable changes to ensure compliance.

## **12. ADVERTISING AND MARKETING**

12.1 You undertake to ensure that your advertising and marketing of Products and/or Services you shall in no way reduce or diminish the reputation, image and prestige of the Mark or of products or services sold under or by reference to the Mark (including, without limitation, Products and/or Services).

12.2 You shall ensure that all your advertising and materials comply with the standards set out in the Qualification Criteria and the Mark User Brand Guidelines.

12.3 You shall bear the costs of all advertising and promotion for Products and/or Services in the United Kingdom.

## **13. COMPLIANCE WITH APPLICABLE LAWS**

You shall ensure that each and every Product and/or Service distributed or supplied by you under these Terms shall comply with all applicable laws and regulations of governmental or other competent authorities in the United Kingdom from time to time, and any established industry standards in the European Community, the country of origin and the country of destination, and be safe for the use for which it is intended.

#### **14. INDEMNITY**

14.1 Subject to clause 14.2, you agree to indemnify us against all claims, liabilities and expenses arising out of your activities under these Terms, or out of defects (whether obvious or hidden) in any Products and/or Services manufactured, promoted, distributed or sold by you in the United Kingdom, or arising from personal injury, or from any infringement of our rights or any third party rights by the manufacture, sale, possession or use of the Products and/or Services by you, or from your failure to comply with all applicable laws and regulations.

14.2 We agree to indemnify you against all claims, liabilities and expenses arising out of any claim that your use of the Mark duly approved in accordance with the provisions of these Terms infringes the rights of any third party. You shall not be entitled to recover lost profits.

#### **15. INFRINGEMENT**

15.1 Each party shall promptly notify the other of any actual or suspected infringement within the United Kingdom of the Mark that comes to its attention (**Infringement**).

15.2 You shall co-operate fully with us in taking all steps required by us, in our sole discretion, in connection with any Infringement, including, without limitation, legal proceedings in the name of us or in our joint names. We shall be responsible for the costs of any legal proceedings we require and are entitled to any damages, account of profits and/or awards of costs recovered. You shall use your best endeavours to assist us in any legal proceedings relating to any Infringement.

#### **16. DISCLOSURE AND CONFIDENTIALITY**

16.1 If you or any of your subsidiaries, affiliates, employees, agents or advisers receive confidential, secret or any proprietary information of us pursuant to these Terms, you shall keep it confidential and not at any time after such receipt disclose, divulge or communicate the same to any person other than:

- (a) your officers or employees; and
- (b) persons engaged by you to manufacture Products for you, or on your behalf, for sale by you,

where necessary for performance of your obligations and in pursuance of your rights under the Contract.

16.2 The obligations of confidentiality set out in clause 16.1 shall not extend to information acquired by you which you can show:

- (a) at the time of your acquisition was in, or at a later date has come into, the public domain, other than following a breach of this clause 16; or
- (b) you knew before the first disclosure to you by us; or
- (c) you received independently from a third party with the full right to disclose.

**17. ASSIGNMENT AND SUB-LICENSING**

- 17.1 The Contract is strictly personal to you. You may not assign or transfer all or any part of your rights or obligations under the Contract without our prior written consent.
- 17.2 We may assign the benefit of the Contract and may delegate any of our duties under the Contract.

**18. INSURANCE**

- 18.1 You shall at your own expense carry product liability and comprehensive general liability insurance covering Products and/or Services as appropriate, and to an appropriate level, depending on the nature of its trading activity. Such insurance policy shall remain in effect throughout the term of the Contract and for a period of 2 years after termination.
- 18.2 Promptly on request from us, you shall provide a certificate confirming the existence of insurance in accordance with this clause 18.

**19. TERMINATION**

- 19.1 We may terminate the Contract immediately by giving notice to you if:
- (a) you commit any breach of these Terms;
  - (b) we give notice to you to remedy the breach (or to the extent that the breach is not capable of remedy, to give compensation for it); and
  - (c) you fail to do so within 14 days of the notice.
- 19.2 You will be permitted to terminate the Contract by giving us 1 months written notice, in the event that we increase the Licence Fee in accordance with clause 9.3.
- 19.3 Either party may terminate the Contract immediately by giving notice to the other party if:
- (a) The other party becomes insolvent, is adjudicated bankrupt, or compounds with, or makes any arrangement with, or makes a general assignment for the benefit of, its creditors; or

- (b) the other party compulsorily or voluntarily enters into liquidation, except for the purposes of a bona fide reconstruction or amalgamation, and with the prior written approval of the other party; or
- (c) the other party has an administrator, receiver or manager appointed over the whole, or a substantial part, of its undertakings or assets; or
- (d) there is a change in control of that party which materially affects the ability of that party to carry out its obligations under these Terms in a satisfactory manner; or
- (e) the other party ceases or threatens to cease to carry on its business.

## **20. EFFECT OF TERMINATION**

### **20.1** When the Contract is terminated:

- (a) the licence to use the Mark ceases immediately;
- (b) you shall not manufacture, sell or offer any products or services of any type or description under, or by reference to, the Mark or any confusingly similar mark; and
- (c) you shall return to us at your own expense all our confidential, secret or proprietary information (including all copies in whatever form of any such information) and undertake not to use that information for any purpose.

**20.2** After any termination you may, for a period of 3 months from termination, continue to sell any Products to which the Mark was applied before the date of termination.

**20.3** Termination of the Contract by either party pursuant to clause 19 shall be without prejudice to the right to seek compensation for breach of any provisions of these Terms.

## **21. FORCE MAJEURE**

If, and to the extent that, either party is prevented or delayed from performing any of its obligations under these Terms by Force Majeure, it shall promptly so notify the other party, specifying the matters constituting Force Majeure together with such evidence in verification of those matters as it can reasonably give and specifying the period for which it is estimated that the prevention or delay shall continue. The party so affected shall then be relieved of liability to the other for failure to perform, or for delay in performing (as the case may be), its obligations, but shall nevertheless use its best endeavours to resume full performance of its obligations under these Terms provided that, if the Force Majeure continues for a period of two months or more following notification, the party not affected by the Force Majeure may terminate the Contract by giving not less than 30 days' prior notice to the other party. Such notice of termination

shall be of no effect if the party affected by the Force Majeure resumes full performance of its obligations under these Terms before the expiry of the notice period.

**22. ENTIRE AGREEMENT**

These Terms, together with any documents referred to in it, constitutes the whole agreement between us relating to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

**23. VARIATION**

No variation of these Terms shall be effective unless made in writing.

**24. INVALIDITY**

If any provision of these Terms is held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of these Terms in that jurisdiction shall not be affected and the legality, validity and enforceability of the whole of these Terms shall not be affected in any other jurisdiction.

**25. RIGHTS OF THIRD PARTIES**

No term of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

**26. NO WAIVER**

No failure to exercise, nor any delay in the exercise, by either party to the Contract of any right, power, privilege or remedy under the Contract shall impair, or operate as a waiver of, such right, power, privilege or remedy.

**27. WRITTEN COMMUNICATION**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Site, you accept that communications with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to these electronic means of communication and you acknowledge that all contract, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This clause does not affect your statutory rights.

**28. NOTICES**

Any notice required to be given under the Contract, or in connection with the matters contemplated by it, shall (except where specifically provided otherwise) be in writing and personally delivered, sent by pre-paid first-class post or by fax or by e-mail. Notices given to us by email must be given to us at [info@socialenterprisemark.org.uk](mailto:info@socialenterprisemark.org.uk). We may give notice to you by email to the email address provided to us when submitting the Applicant Form, or any of the ways specified in clause 27. Such notice shall be deemed to have been given on delivery at the relevant address or, if sent by first-class pre-paid post, two business days (that is, any day which is not a Saturday, Sunday or public holiday in the place at or to which the notice is left or sent) after the date of posting, or if sent by fax, when despatched, subject to confirmation of uninterrupted transmission by a transmission report. If sent by e-mail such notice shall be deemed to have been given within 2 hours from being sent, unless a "not able to deliver" or "mail failure" notice is received by the sender.

**29. TIME OF THE ESSENCE**

Any time, date or period mentioned in these Terms may be extended by written agreement between us but otherwise, and except as expressly provided, as regards any time, date or period originally fixed or any time, date or period so extended, time shall be of the essence.

**30. RELATIONSHIP**

Nothing in these Terms shall constitute, or be deemed to constitute, a partnership between us nor, except as expressly provided, shall it constitute, or be deemed to constitute, any party as the agent of any other party for any purpose.


**31. LAW AND JURISDICTION**

These Terms shall be governed by, and construed in accordance with, English law and each of us irrevocably submits to the exclusive jurisdiction of the English courts.


## Schedule 1 Marks

### Part 1. Marks

#### 1. DESIGN RIGHT APPLICATION

Date	Country	Mark	No.	Specification of goods/services
1 Feb 2010	UK		Application currently in process	<p>1. Company stationary, reports and publications.</p> <p>2. Promotional materials incl. websites, company signs/plaques, exhibition stands, company freebies (e.g. company mugs), transfers, leaflets</p> <p>3. Containers and packaging including bottles, bags, wrappers, boxes and labels</p> <p>4. Company vehicles</p>

#### 2. UNREGISTERED TRADE MARKS

Country	Mark	Date first used	Goods/services in respect of which the Mark has been used
UK		1 Feb 2010	<p>1. Company stationary, reports and publications.</p> <p>2. Promotional materials incl. websites, company signs/plaques, exhibition stands, company freebies (e.g. company mugs), transfers, leaflets</p> <p>3. Containers and packaging including bottles, bags, wrappers, boxes and labels</p> <p>4. Company vehicles</p>

## Part 2. Related indicia

Not Applicable

### Schedule 2 Social Enterprise Mark- qualification criteria

- The Social Enterprise Mark Co is the only certification authority that guarantees when an organisation is a social enterprise. In order to build a credible and trustworthy brand, eligibility must be evidenced through official documentation that is clearly auditable.
- Social enterprises are often small organisations and as such joining the Social Enterprise Mark should not be too onerous. Eligibility must be evidenced largely through documents that are already in existence within the social enterprise.
- Social enterprises can be very different from one another. The Social Enterprise Mark should not dictate one legal form or one way of evidencing impact, so long as applicants fulfil the criteria below.
- Assessing applications to the Social Enterprise Mark is largely a technical process e.g. reviewing legal documentation, accounts, etc. To ensure consistency and transparency a dedicated Assessment Team reviews all applications. Awards are verified by a Certification Panel.

### The criteria

There are six key criteria which together demonstrate that they are a social enterprise whose key driver is trading and that they operate for wider social / environmental benefit. These are explained below with a commentary on what evidence is required to support an application.

	Criteria	Rationale	Test/Evidence	Commentary
A	Have social and/or environmental objectives	Transparency of purpose is a vital element of being a social enterprise.	Constitutional documents <sup>1</sup>	Social and environmental purpose will be evidenced by the legal objects of the business.
B	Be an independent business	Independence and self-governance distinguishes businesses from the public sector and from projects within larger organisations.	Constitutional documents  Additional evidence required for externalisations from the public sector.	The public sector often plays a role in social enterprise, however applicants must be able to demonstrate they are independent businesses.  If the governing body is a public authority, such as a local authority, college or health trust, then this is not an independent social enterprise. If the

<sup>1</sup> The term “constitutional documents” within this paper refers to memorandum and articles of association, rules, or governing documents that are in the public domain.

	Criteria	Rationale	Test/Evidence	Commentary
				<p>governing organisation is a charity or other voluntary group and the social enterprise is part of a separate trading organisation then it may qualify to use the Social Enterprise Mark. Projects within other larger organisations are not eligible as are not independent businesses with their own constitutional documents.</p> <p>Externalisations from the public sector may still retain some level of public sector involvement or control. In such cases, assurances will be required regarding the autonomy of the applicant.</p>
C	Earn 50% or more of its income from trading	50% traded income is currently accepted as a way of distinguishing a business from a grant reliant organisation.	Accounts in the public domain	<p><i>Typically</i> annual accounts that have been submitted to Co House/FSA/Charity Commission will be required. These are generally available c15 months after trading begins and a) use standard accounting practices, b) are usually in the public domain, and c) indicate the level of trading over a reasonable period (trading levels can fluctuate).</p> <p><i>However</i> alternative sources of financial evidence will be considered where these factors are demonstrated.</p> <p>Where an applicant has a high level of income from the public sector, a closer assessment may be required to confirm this is from contract/s and not grant/s.</p> <p>If you are unsure whether payments received from a public body are grants or fees (trading), you may wish to consider your response to the following questions:</p> <ul style="list-style-type: none"> <li>▪ Are the services provided those a payer is statutorily obliged to provide? If yes, it is likely to be a fee, if no, then:</li> <li>▪ Does the payer benefit directly from the services provided? If yes, it is likely to be a fee, if no</li> <li>▪ Payment is probably a grant. If this is the case, but you still feel</li> </ul>

	Criteria	Rationale	Test/Evidence	Commentary
				<p>your income may qualify as trading, then please contact us for further advice.</p> <p>Additionally to the evidence required in the online application process, internal directors' financial records and/or financial plans would be helpful as they will be more likely to show how profits are distributed and how the business invests time and money in its social purpose.</p> <p>If an applicant is on the cusp of 50% trading, or if an applicant receives a one-off grant (e.g. capital) then trading levels in previous years and plans for future years are reviewed.</p>
D	A principal proportion (50%+) of any profit made by the business is dedicated to social/environmental purposes	Social enterprises are driven principally by social and environmental objectives rather than the maximising of profit for private gain.	Constitutional documents and cross reference to accounts	<p>The relevant clauses must be quoted that relate to how the organisation distributes profits.</p> <p>The business must distribute 50% or more of its profits in one or more ways that have a positive social/community benefit.</p> <ul style="list-style-type: none"> <li>▪ If the <b>trading activity</b> of the social enterprise is, in itself, socially beneficial, then direct reinvestment is eligible.</li> <li>▪ <b>Donated to other organisations for social benefit</b>, e.g. a trading arm of a charity donating profits to the charity, or to another member of a group trading for social purpose.</li> </ul> <p>The remaining profit of 50% or less may be shared between members or shareholders.</p> <p>If the applicant can provide evidence to show that distributions to shareholders or members are socially beneficial, then the requirement for restrictions to such profit distribution may be waived.</p>
E	On dissolution of the business, all residual	As for (d) above.	Constitutional documents	An appropriate dissolution clause that ensures distribution for

	Criteria	Rationale	Test/Evidence	Commentary
	assets are distributed for social/environmental purposes.	A commitment on residual asset distribution demonstrates a commitment to social/environmental objectives.		social/environmental purposes is essential.  The Mark is not limited to Charities, CICs and IPS Ben Coms (whose asset locks are statutory and regulated). Other legal forms may also be eligible if they have the appropriate dissolution clause and restrictions on profit distribution.
F	Can demonstrate that social/ environmental objectives are being achieved  Applicants must agree a statement that as a Mark holder they would strive to maximize social impacts and minimize environmental damage.	Social enterprises exist to produce social and environmental benefit as well as a financially sustainable operation.  Achievement of mission needs to be demonstrated	A range of evidence can be provided. One must be from a source external to the applicant or externally verified.	Flexibility with regard to scale of the operation and sector in which the social enterprise operates is important.  A test phase revealed that more stringent criteria here would prevent the Mark from achieving any viable scale.  Tools and techniques to measure social and environmental impact are becoming more sophisticated and user-friendly. At an appropriate stage the Social Enterprise Mark may 'raise the bar' in terms of requirements.

### **New starts**

Applications from new start social enterprises will be considered, they will have to meet criteria A, B, D and E. In respect of criterion C and F, they will be required to:

- Pledge to achieve the required 50% trading level by the 18 month anniversary of award of the Mark (C)
- Pledge to maximise social impact and minimise environmental impact (F)

We will expect applicants to provide supporting evidence in respect of their income to date and forecast projections. On reaching the 18 month anniversary date we will request further evidence to verify that the 50% trading level criteria has actually been fulfilled; if not the licence to hold the Mark will be cancelled

### **Schedule 3 Mark User Brand Guidelines**

<http://www.socialenterprisemark.org.uk/uploads/Branding%20Guidelines.pdf>