



GLOBAL SUSTAINABLE
TOURISM COUNCIL
ACCREDITED

GSTC-ACCREDITED MANUAL



GLOBAL SUSTAINABLE
TOURISM COUNCIL

2016

Version 2.2
29 February 2016

© The Global Sustainable Tourism Council, 2015, All Rights Reserved

The Global Sustainable Tourism Council

www.gstcouncil.org

To make comments on this document, please email the GSTC Technical Director

TD@GSTCouncil.org

Document Control

This is version 2.2 of the GSTC-Accredited Manual and replaces version 1.3 published 3 March 2014.

Version Notes

This version of the GSTC-Accredited Manual has been re-structured with major revisions including changed competencies for auditors and decision makers.

This document will be updated from time to time, and users should periodically check for later versions on the GSTC.

Contents

INTRODUCTION	5
GSTC Integrity Program - Overview	5
GSTC Integrity Program	5
GSTC Integrity Program - Summary and Benefits	7
Background	8
The Need for Sustainability of Tourism	8
The Global Sustainable Tourism Council (GSTC)	9
A Common Agenda for Sustainable Tourism	10
GSTC Criteria	10
GSTC Accreditation Panel	11
Principles for the implementation of the GSTC Integrity Program	12
Manual Structure	12
Normative References	14
PART I: REQUIREMENTS FOR ACCREDITATION BODIES	15
1 Introduction	15
2 Accreditation Body conformity with GSTC requirements	15
3 GSTC Requirements of Accreditation Bodies	15
ISO 17011	16
PART II: GSTC-ACCREDITED - REQUIREMENTS FOR CERTIFICATION BODIES	24
4 Introduction	24
5 Scope of Certification	24
Criteria to be Applied	24
GSTC-Recognized Standard	24
Adopting GSTC Criteria	25
Reliance on Legislation	25
6 Languages	25
7 GSTC-Accredited Expiry and Renewal	26
Amendment of GSTC-Accredited Requirements	26
Amendment of a GSTC-Recognized Standard	26
Amendment of a GSTC Criteria	27
Ongoing Suitability of a Certification Program	27
8 Conformity with GSTC Requirements	27
ISO 17065	27
9 Personnel Competence Criteria	31
Personal attributes	31
10 Auditor Qualifications, Knowledge and Skills	32
11 Certification Decision Makers: Qualifications, Knowledge and Skills	35
12 Audit Personnel Scope	36

Activity based scope	36
Geographical Scope	36
13 Requirements For Group Certification	37
Introduction	37
Group Manager	37
Group Members	38
Continuous Improvement	39
Service Integrity	39
Internal Inspections	39
Records	40
Requirements for the CB auditing the Group	40
Competence of CB Personnel	40
Evaluation of the internal management system (IMS)	41
Sanctions	41
14 Requirements For Large-Scale Tourism Operators	43
PART III: MARKET ACCESS	44
15 Publicity and Promotion	44
GSTC Promotion of GSTC-Accredited Certification Bodies	44
Promotion by GSTC-Accredited CB	44
GSTC Promotion and Market Access Benefits	44
PART IV: USE OF GSTC MARKS	46
PART IV: USE OF GSTC MARKS	46
16 Use of GSTC Logos	46
Introduction	46
Licence Agreement	46
Logo Terms of Use	46
PART V: GLOSSARY OF TERMS	47
17 Terms and Definitions	47
Appendix 1	50
Example Certification Body Licence Agreement	50
Appendix 2	51
Terms of Use GSTC-Accredited Logo	51
Appendix 3	52
Terms of Issuance-Tick Logo	52
Appendix 4	53
Terms of Use-Tick Logo	53

INTRODUCTION

GSTC Integrity Program - Overview

GSTC Integrity Program

The GSTC Integrity Program is designed to be applicable to all schemes certifying tourism enterprises for their sustainability management and performance. Relevant certification schemes and the bodies that run them vary from sizeable international operations or national schemes, some with support from government agencies, to small schemes covering local areas or particular types of tourism product.

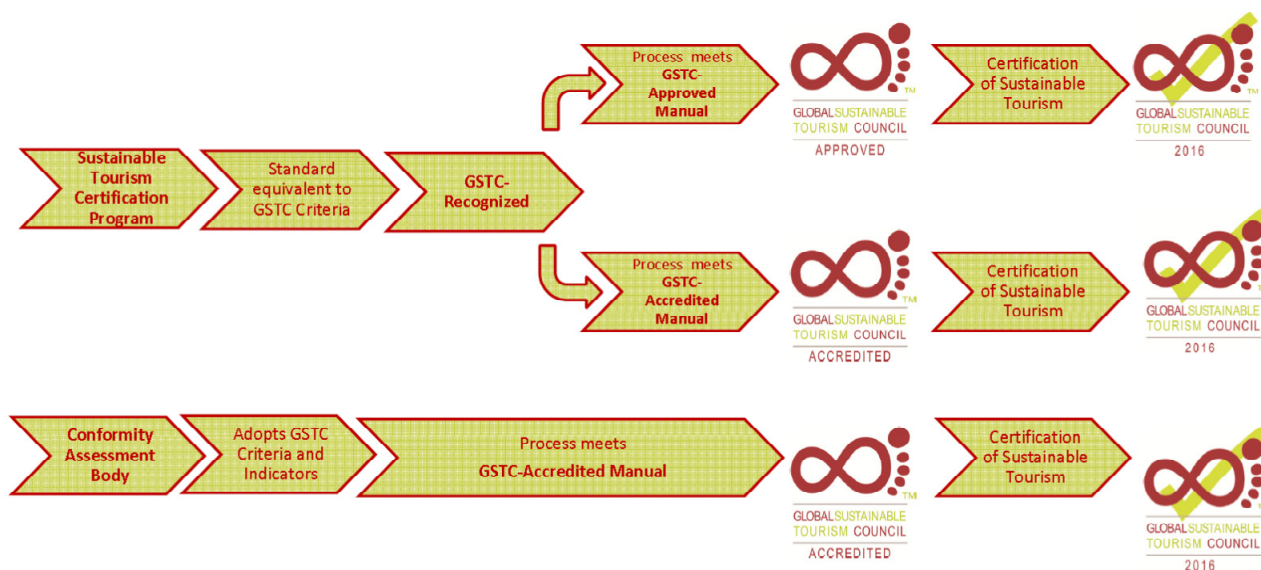
The GSTC intends to build a long-term relationship with all certification schemes. An aim of the GSTC is to continually increase the percentage of GSTC-Approved and/or GSTC-Accredited schemes. The GSTC considers it desirable to all sustainable certification schemes to be at least GSTC-Recognized to ensure that an overall global baseline is set for sustainable tourism standards.

It is recognized that many schemes do not currently cover all the elements of the GSTC Standard for Sustainable Tourism or comply with all of the GSTC requirements for certification bodies. It may take some time for these bodies to complete the changes required to achieve compliance. The GSTC acknowledges these challenges, and has a number of options for standard owners and CBs to gain GSTC endorsement.





- GSTC-Recognized: GSTC recognizes equivalence of certification body's standard (criteria) against GSTC Criteria (Hotels, Tour Operators or Destinations). See the GSTC-Recognized Manual.
- GSTC-Approved: GSTC approves the policies and procedures of certification body (that uses a GSTC-Recognized standard). See the GSTC-Approved Manual.
- GSTC-Accredited: Third party accreditation (by ASI) of certification body that either uses a GSTC Recognized Standard OR certifies directly against GSTC Criteria and Indicators (Hotels, Tour Operators and/or Destinations). This document, the GSTC-Accredited Manual applies.

Not all certification schemes cover all aspects of sustainability: economic, social, cultural and environmental. For example, a number are solely covering environmental matters and may grant the use of an eco-label. These schemes would only be eligible to be GSTC-Recognized if they transformed themselves into sustainable tourism certification programs and included the other aspects of sustainability. The GSTC encourages certification schemes, where appropriate, to consider this transition.

The diagram below provides a simplified graphical depiction of the pathways of the GSTC Integrity Program and the table on the following pages summarizes the processes, key aspects and benefits.



GSTC Integrity Program - Summary and Benefits

	GSTC- Recognized	GSTC- Approved	GSTC- Accredited
Summary			
GSTC recognizes equivalence of certification programs standard (criteria) against GSTC Criteria (Hotels, Tour Operators or Destinations).	✓	✓ ¹	✓
GSTC approves the policies and procedures of certification program (that uses a GSTC-Recognized standard).		✓	
Third party accreditation (by ASI) of certification program that either uses a GSTC Recognized Standard OR a certification body certifies directly against GSTC Criteria and Indicators (Hotels, Tour Operators and/or Destinations).			✓
GSTC Logo Usage			
GSTC Approved certification program or GSTC Accredited certification body may use logo (subject to licence agreement).	~ ²		
Certified Hotel/Tour Operator/Destination may use logo (subject to licence agreement and annual fee – administered by certification body).	~ ³		
Promotion by GSTC			
Certification program or certification body promoted on GSTC website.	✓	✓	✓
Announcement of achievement in GSTC newsletter, GSTC website and GSTC social media outlets.	✓	✓	✓
Inclusion of Certification logo on all GSTC official presentations, including Annual General Meeting, as well as all other speaking engagements and publications.	✓	✓	✓
Certified hotels, tour operators and destinations will be listed on the GSTC website directory.	✓	✓	✓
Certified hotels, tour operators and destinations will be prominently displayed (with a hyperlink to the individual hotel) on the GSTC website.		✓	✓
Certified hotels, tour operators and destinations have priority search on the GSTC website directory.		✓	✓
Development and publication on GSTC website of case studies (i.e. written blog post, video blog) of individual certified businesses.		✓	✓
Market Access			
Certified hotels (and soon tour operators) included in GSTC database available to online travel agencies (OTAs) including BookDifferent.com, HotelBeds.com, BookGreener.com, and Glooby.com (other OTAs are being added).	✓	✓	✓
Priority search results when OTA's use GSTC database.		✓	✓

¹ To be GSTC Approved the certification bodies standard must first be GSTC Recognized.

² A certification body that is a member may show the GSTC Member logo.

³ A certified business that is a member may show the GSTC Member logo.

Background

The Need for Sustainability of Tourism

Travel and tourism account for around 10% of the world's economic activity. It is a rapidly growing sector, with international tourist arrivals forecast to grow from 1.1 billion in 2014 to around 1.8 billion in 2030".

The Sustainable Development Goals adopted by the UN General Assembly in 2015 are aimed at, inter alia, ending extreme poverty, fighting inequality and justice and tackling climate change. The significant relevance of tourism to most of the 17 SDGs has been recognised. The UNWTO is working with governments, public and private partners, development banks, international and regional financial institutions, UN agencies and international organizations to achieve the SDGs, with a special focus on Goal 8 (economic growth), Goal 12 (sustainable consumption and production patterns) and Goal 14 (marine resources) where tourism has been specifically featured.

The impact of travel and tourism on global and local environments and on host communities can be both positive and negative, providing both opportunities and responsibilities.

Negative impacts and concerns associated with travel and tourism include:

- Its contribution to climate change, being responsible for an estimated 5% of global CO₂ emissions which is growing rapidly;
- Depletion of natural and precious resources, such as the use of land and water;
- Creation of pollution of all kinds;
- Social changes and dislocation of traditional societies;
- Pressure on cultural heritage sites, natural environments and biodiversity;
- Poor labour conditions and exploitation in parts of the sector.

Travel and tourism can also deliver many positive benefits, including:

- A growing opportunity for enterprise development and employment creation, with low barriers for entry;
- Direct and indirect support for local communities, through the provision of jobs, income, services and infrastructure;
- Awareness of natural and cultural heritage and support for their conservation;
- Health, wellbeing and educational benefits for tourists and hosts, which should be accessible to all.

Sustainable tourism requires an approach to tourism development and management that recognises and responds to these responsibilities and opportunities.

Actions that encourage, identify and promote a positive response from enterprises are crucial for the future of the tourism sector and the contribution it can make to sustainable development. The tourism sector is highly fragmented. While there are some important multinational players, many of the providers of tourism services are independent businesses and the majority are small and micro enterprises. Tourism enterprises of all sizes are responding in different ways and to different degrees to the need for sustainable tourism.

The Global Sustainable Tourism Council (GSTC)

GSTC is a multi-stakeholder initiative formed in 2010 under the umbrella of the United Nations, including amongst its founding partners UNEP, UNWTO, UN Foundation, Sabre Holdings and Rainforest Alliance, amongst others. It was formed in response to the challenges and opportunities of sustainable tourism, by merging two previous initiatives.⁴ In 2015, GSTC merged with the Tour Operators Initiative with TOI's operations now coming within the GSTC organization.

Over 150 organizations from the public, private and voluntary sectors and from the world of tourism, environmental management and sustainable development have been contributing to the work of the GSTC and its two predecessor bodies.

The GSTC is a Membership Council with a Board of Directors. The Board provides the governance of the organization. However, the Council, which elects the Board, has responsibility for the by-laws of the GSTC, for its principles, criteria and operational guidelines, for admittance of members and for resolving disputes.

The mission of the GSTC is:

“To improve tourism’s potential to be a driver of positive conservation and economic development for communities and businesses around the world and a tool for poverty alleviation”.

The GSTC fulfills its mission by fostering increased knowledge and understanding of sustainable tourism practices and the adoption of universal sustainable tourism principles.

⁴ The Partnership for Global Sustainable Tourism Criteria and the Sustainable Tourism Stewardship Council

It also works in many other ways to strengthen education, communication, knowledge-sharing and business engagement in the field of sustainable tourism and to achieve improved market access for sustainable tourism products.

A Common Agenda for Sustainable Tourism

The challenges of sustainable tourism articulated earlier encompass economic, social and environmental impacts. This broad spectrum of concern is increasingly recognized by bodies promoting sustainable tourism. UNEP and UNWTO identified an agenda for sustainable tourism based on twelve functional aims⁵ and showed how there are economic, social and environmental dimensions to each of them. The dimensions are seen as interrelated.

In the private sector, in tourism as well as in other economic spheres, enterprises and investment projects are encouraged to consider a triple bottom line. Many companies report on corporate social responsibility policies and actions, which address a broad range of economic, social and environmental impacts and initiatives beyond straight financial reporting. Some companies use the guidelines of the Global Reporting Initiative, the world's most widely used sustainability reporting framework (www.globalreporting.org).

The GSTC program is in line with this broad approach to sustainable tourism and encourages certification schemes to move beyond a more mono-dimensional, often environmental focus.

The principles for sustainable tourism behind the GSTC program are that:

- Sustainability objectives should be defined and actions coordinated by an effective management system
- Tourism should bring the greatest possible social and economic benefits to local communities and any negative impacts on them should be minimised
- Local cultural heritage must be respected and opportunities should be taken to strengthen its integrity and richness.
- Impacts on the global and local environment, through pollution and depletion of natural resources, should be minimised and support should be given to the conservation of local landscapes and biodiversity.

These principles of sustainable tourism are seen as relevant in all parts of the world and can be reflected in many different kinds of tourism enterprise. The overall agenda remains the same. However, key concerns about tourism impact and priorities for improving sustainability will vary from place to place. It is hoped and expected that sustainable tourism standards will be adapted to local and industry sector conditions and that they will far exceed the minimum requirements outlined in this manual.

GSTC Criteria

The Global sustainable tourism council has developed two sets of criteria and indicators:

- GSTC-HTO: The Global Sustainable Tourism Criteria for Hotels and Tour Operators;
- GSTC- Destinations: The Global Sustainable Tourism Criteria for Destinations

As at late 2015, the GSTC is planning to develop two new criteria:

- GSTC-Industry: as a revision of GSTC-HTO and a scope expansion to address all tourism enterprise.

⁵ UNEP, UNWTO *Making Tourism More Sustainable, A Guide for Policy Makers*, 2005

- GSTC-Country: a new criteria to address the framework for achieving sustainable tourism at the national level.

The development of GSTC-Industry will allow the GSTC to develop sector specific Indicators for this broader set of criteria, this is likely to include the MICE sector initially.

GSTC Accreditation Panel

The GSTC Accreditation Panel is established by the GSTC, bylaws:

The GSTC Accreditation Panel ("the Panel") will operate the recognition, approval and accreditation program under the umbrella of GSTC. The Panel will:

- 1. Establish the requirements for recognizing standards, approving certification programs, and validating the accreditation of conformity assessment bodies, through Manuals for Recognition, Approval, and Accreditation; guidance documents, and other documentation of procedures;*
- 2. Determine whether a contractor is qualified to review a standard's conformity with the GSTC Criteria; review certification program procedures and processes; or award accreditation;*
- 3. Declare standards to be "GSTC-Recognized";*
- 4. Declare certification programs to be "GSTC-Approved";*
- 5. Validate and provide surveillance of accreditation body declarations of "GSTC-Accredited certification bodies";*

The Panel shall operate independently of the GSTC Board and executive staff. While appointed by the GSTC Board, the members of The Panel shall disregard any instructions from the Board or executive staff that they feel may jeopardize their independence and impartiality.

The GSTC Board shall have the discretion to accept or reject any of the Panel's recommendations or decisions. If GSTC rejects one of the Panel's recommendations or decisions, it is obligated to provide an explanation for doing so to the Panel. The Panel may choose to raise the matter at the next annual Membership Council Meeting.

Principles for the implementation of the GSTC Integrity Program

The following principles apply to all aspects of the GSTC program – including to work performed by certification scheme owners, CBs and Accreditation Bodies.

1 Integrity

Integrity should be demonstrated in every aspect of the process, requiring honesty, fairness and consistency throughout.

2 Credibility

The process should spread confidence in certification as a meaningful way of identifying and stimulating good sustainability practice in the tourism sector.

3 Impartiality

The process should not be open to any forms of influence which might raise doubts about the objectivity of the decisions taken.

4 Accessibility

Recognition of standards and accreditation should be as accessible as possible to all relevant certification schemes and certification should be as accessible as possible to all tourism enterprises. There should be no discrimination on grounds of size and location and financial barriers should be minimized.

5 Comprehensiveness

All recognized sustainable tourism standards covering sustainable tourism should address all aspects of sustainability, including socio-economic, cultural and environmental impacts.

6 Rigorousness

Accreditation and certification should be robust processes and require high standards and levels of sustainability to be met.

7 Effectiveness

The process should be impacts-driven and shaped to help as many tourism enterprises as possible achieve maximum change towards sustainability. The accreditation programme should strengthen the impact of the certification schemes.

8 Transparency

The standards required and processes adopted should be transparent and available for scrutiny by stakeholders.

9 Diversity

The process should recognize and encourage the diversity of local, regional and sectoral certification schemes, including their criteria and standards, provided there is no loss of sustainability outcomes.

10 Achievability

The accreditation process must be practicable and sustainable over time and not place burdens on certification schemes that they could not meet.

Manual Structure

The Manual covers both the requirements of and accreditation processes to be implemented by a GSTC endorsed Accreditation Body and for Certification Bodies, the certification processes they must implement and the requirements and process for their accreditation.

This Manual in a number of parts.

- Part I sets out the requirements of Accreditation Bodies in their accreditation of Certification Bodies.
- Part II sets out the requirements of Certification Bodies in order to be accredited.
- PARTS III, IV and V cover the market access benefits, use of logos and a glossary, of interest to both Accreditation and Certification Bodies.

Normative References

The following documents contain provisions which, through reference in this text, become part of the GSTC Accreditation Manual.

For documents which specify a date or version number later amendments or revisions of that document do not apply as a normative requirement. Readers are encouraged to review the most recent editions and any guidance documents available to gain further insight about how the document has changed, and to consider whether or not to implement latest changes.

For documents without dates or version numbers, the latest published edition of the document referred to applies.

- ISO / IEC 17065:2012 Conformity assessment — Requirements for bodies certifying products, processes and services
- ISO/IEC 17067:2013 Conformity assessment — Fundamentals of product certification and guidelines for product certification schemes
- ISO 17021-1:2015 Conformity Assessment - Requirements for bodies providing audit and certification of management systems
- ISO / IEC 17011: 2004 Conformity assessment — General requirements for accreditation bodies accrediting conformity assessment bodies
- ISO 19011:2011 Guidelines for quality and/or environmental management system auditing
- ISO / IEC 17000:2004 Conformity assessment — Vocabulary and general principles
- ISO / IEC Guide 2: 2004 Standardization and related activities — General vocabulary
- Accreditation Audit Practice Group (AAPG) Guidance Documents:
- ISO / IAF AAPG Auditing the CB Impartiality Committee
- ISO / IAF AAPG Key Criteria for assessing the competency of CBs and their ability to deliver credible results
- ISEAL Code of Good Practice for Setting Social and Environmental Standards.

NOTE: See also Section 17 for terms and definitions.

PART I: REQUIREMENTS FOR ACCREDITATION BODIES

The section sets out requirements for accreditation bodies accrediting CBs who offer certification of clients conforming with either a GSTC-Recognized Standard or the GSTC Criteria and Indicators (e.g. Hotels, Tour Operators and/or Destinations). This section uses ISO 17011:2004 as the substantial basis with additional or specific GSTC requirements set out against specific clauses of ISO 17011.

1 Introduction

- 1.1 All accreditation bodies are required to meet minimum standards that are set down in Part I of the GSTC Accreditation Manual.
- 1.2 Accreditation Bodies will be required to enter into a license agreement with the GSTC.

2 Accreditation Body conformity with GSTC requirements

- 2.1 Accreditation bodies providing accreditation to the GSTC shall:
 - 2.1.1 Conform to ISO 17011 and additional requirements set out in Section 3.
 - 2.1.2 Be either an ISEAL member or be a signatory to the IAF MLA on accreditation.
 - 2.1.3 Have entered into a licence agreement with the GSTC
- 2.2 Accreditation bodies meeting the above criteria shall be listed as “GSTC-endorsed accreditation bodies” by the GSTC.

3 GSTC Requirements of Accreditation Bodies

- 3.1 GSTC endorsed accreditation bodies shall conform to the following requirements (section 3.4) in addition to requirements set out in ISO 17011:2004.
- 3.2 Where no text appears after a clause of ISO 17011 is referenced, accreditation bodies shall take this to mean that no additional requirements are provided.
- 3.3 Requirements for the Application of ISO/IEC 17011:2004 Conformity assessment - General requirements for the accreditation bodies accrediting conformity assessment bodies.

ISO 17011

3.4 - GSTC-Accredited - Accreditation Body Requirements

ISO17011 - 1 Scope

ISO17011 - 2 Normative References

ISO17011 - 3 Terms and definitions

ISO17011 - 4 Accreditation Body

ISO17011 - 4.1 Legal responsibility

ISO17011 - 4.2 Structure

3.4.1 GSTC Requirements to ISO 17011 clause 4.2.4

3.4.1.1 The Accreditation Body shall appoint a responsible person within their organization with authority for activities related to accreditation of GSTC CBs.

3.4.2 GSTC Requirements to ISO 17011 clause 4.2.6

3.4.2.1 Where there are issues or queries regarding interpretation of GSTC requirements for CBs during the accreditation process, the Accreditation Body shall consult directly with the GSTC for clarification.

ISO17011 - 4.3 Impartiality

ISO17011 - 4.4 Confidentiality

3.4.3 GSTC Requirements to ISO 17011 clause 4.4

3.4.3.1 The Accreditation Body shall share information regarding scheme specific issues with the GSTC's representative. This information shall be shared as soon as practicable and the Accreditation Body shall be responsible for follow up of the corrective actions in the case of complaints and major non conformities.

3.4.3.2 The list of information to be shared, which is not exhaustive, shall include:

- a) *accreditation status,(suspension, withdrawal, scope reduction or expiry of accreditation),*
- b) *complaints that could jeopardize the accreditation status,*
- c) *major non-conformities,*
- d) *An(at least) annual activity summary containing, as a minimum:*
 - i. *General assessment details,*
 - ii. *Head office assessment: date, location, critical location assessments, numbers of site and auditor files reviewed, Accreditation Body's assessors names, duration, general conclusions,*
 - iii. *Witness assessment: location, date, field, Accreditation Body assessor, duration, general conclusions,*
 - iv. *CB name and conclusion of reports - accreditation Status.*

3.4.3.3 The annual activity summary shall be in a standardized format as agreed with the GSTC.

ISO17011 - 4.5 Liability and financing

ISO17011 - 4.6 Accreditation activity

- 3.4.4 GSTC Requirements to ISO 17011 clause 4.6.1
 - 3.4.4.1 If applicable, normative documents shall include all documentation relevant to a GSTC-Recognized Standard and shall be issued by a GSTC-Recognized standard owner.
 - 3.4.4.2 Normative documents shall include the relevant GSTC Criteria and Indicators.
- 3.4.5 GSTC Requirements to ISO 17011 clause 4.6.2
 - 3.4.5.1 The GSTC requirements set out in the GSTC-Accreditation Manual shall be included as part of this process.

ISO17011 - 5 Management**ISO17011 - 5.1 General****ISO17011 - 5.2 Management system****ISO17011 - 5.3 Document control****ISO17011 - 5.4 Records****ISO17011 - 5.5 Non conformities and corrective actions****ISO17011 - 5.6 Preventative actions****ISO17011 - 5.7 Internal audits****ISO17011 - 5.8 Management reviews****ISO17011 - 5.9 Complaints**

- 3.4.6 GSTC Requirements to ISO 17011 clause 5.9
 - 3.4.6.1 All complaints associated with any GSTC -Accredited CB shall be investigated and dealt with by the relevant accreditation body, as far as possible, within 30 days of receipt. If any complaint puts GSTC-Accredited standard certificates at risk, then the standard owner and the GSTC shall be informed immediately and appropriate action taken.
 - 3.4.6.2 An approved Accreditation Body may adopt and implement a complaint and corrective action procedure.

ISO17011 - 6 Human Resources**ISO17011 - 6.1 Personnel associated with the Accreditation Body****ISO17011 - 6.2 Personnel involved in the accreditation process**

- 3.4.7 GSTC Requirements to ISO 17011 clause 6.2.1
 - 3.4.7.1 All Accreditation Body personnel engaged in GSTC accreditation activity shall have sufficient knowledge of the GSTC, the GSTC Criteria and Indicators and sustainable tourism.
 - 3.4.7.2 The Accreditation Body shall ensure that the decision maker and any program manager meet the personnel requirements of Section 11 (Certification Body - Decision Makers).
 - 3.4.7.3 The Accreditation Body shall ensure that the assessment team undertaking witness activities includes personnel who meet the personnel requirements of Section 10 (Certification Body -Auditors). Members of the assessment team should have "exceptional" knowledge of sustainable tourism and the GSTC Criteria and Indicators. To avoid any doubt, Section 10 is the minimum requirement.
 - 3.4.7.4 The Accreditation Body shall submit the resume of members of the assessment team proposed to be undertaking witness activities for approval by the GSTC Accreditation Panel.
- 3.4.8 GSTC Requirements to ISO 17011 clause 6.2.3
 - 3.4.8.1 The Accreditation Body shall document information regarding assessors and experts in accordance with the GSTC requirements in section 6.2.1.

ISO17011 - 6.3 Monitoring**ISO17011 - 6.4 Personnel records****ISO17011 - 7 Accreditation process****ISO17011 - 7.1 Accreditation criteria and information****ISO17011 - 7.2 Application for accreditation**

- 3.4.9 GSTC Requirements to ISO 17011 clause 7.2.1
 - 3.4.9.1 If the CB is certifying against a GSTC-Recognized Standard (as per clause 5.1.1 of this Manual, see below), the CB shall demonstrate that it owns, or has made appropriate arrangements to use the GSTC-Recognized standard with the standard's owner during the application procedure.
 - 3.4.9.2 If the CAB is certifying against one or more of the GSTC Criteria and Indicators (as per clause 5.1.2 of this Manual, see below) the CAB shall demonstrate that it has a thorough understanding of the GSTC Criteria and Indicators.
- 3.4.10 GSTC Requirements to ISO 17011 clause 7.2.3
 - 3.4.10.1 The Accreditation Body shall inform the GSTC when an application is made by a CB for GSTC-Accredited status.

ISO17011 - 7.3 Resource review**ISO17011 - 7.4 Subcontracting the assessment****ISO17011 - 7.5 Preparing for assessment**

3.4.11 GSTC Requirements to ISO 17011 clause 7.5.8

3.4.11.1 During surveillance and reassessments the following documentation shall be sampled and assessed, as a minimum:

- a) *Sample of at least 10 % or 2 auditor's training and competency records, whichever is greater, for each GSTC Criteria and Indicators and/or GSTC-Recognized Standard for which certification is offered.*
- b) *Sample of at least 2 site files, or 2 % of delivered audits, whichever is greater, for each GSTC Criteria and Indicators and/or GSTC-Recognized Standard for which certification is offered.*
- c) *Sampling of site files shall be risk based and should be done across countries, types of tourist operators certified and auditors.*

3.4.12 GSTC Requirements to ISO 17011 clause 7.5.10

3.4.12.1 The Accreditation Body shall ensure that the GSTC documentation is included.

ISO17011 - 7.6 Document and record review

ISO17011 - 7.7 On-site assessment

3.4.13 GSTC Requirements to ISO 17011 clause 7.7.3

3.4.13.1 At least one assessment of the CB shall be witnessed for initial accreditation for each for each GSTC Criteria and Indicators and/or GSTC-Recognized Standard for which certification is offered.

3.4.13.2 If CB's have more than 20 auditors, then witness assessments shall be carried out at a rate of at least 1 witness assessment per 20 auditors per year, auditing against any of the GSTC Criteria and Indicators and/or GSTC-Recognized Standards. Where international CB's have geographical spread then the percentage of witness audits will be proportional to the geographic spread (e.g. 30% overseas means that 1 in 3 witnessed audits will be performed overseas). The witness assessment program shall be designed to ensure that different auditors and different product categories are assessed at subsequent witnessed assessments.

3.4.13.3 The site file assessments shall include a review of:

- a) *Contracts between the CB and the client;*
- b) *Any application documentation provided by clients for certification to the CB;*
- c) *Confirmation of audit scope and duration;*
- d) *Auditor's original notes from audit and evidence of conformity;*
- e) *Documentary evidence supplied by the client for the non conformities identified;*
- f) *Documentation of any corrective/preventative action and root cause analysis for non-conformities;*
- g) *Final audit report;*
- h) *Certification decision and certificate conformity.*

- 3.4.13.4 Sampling levels shall be increased where evidence of issues is identified during the assessment in order to establish whether the CB is meeting accreditation requirements.
- 3.4.13.5 Where objective evidence or complaints are identified between planned surveillance and reassessments, accreditation bodies shall carry out additional assessments.

ISO17011 - 7.8 Analysis of findings and assessment report**ISO17011 - 7.9 Decision making and granting accreditation**

- 3.4.14 GSTC Requirements to ISO 17011 clause 7.9.1
 - 3.4.14.1 Prior to making an accreditation decision the Accreditation Body shall provide the GSTC Accreditation Panel with the final assessment report containing the assessment team's recommendation as to whether or not accreditation should be granted.
 - 3.4.14.2 The GSTC Accreditation Panel shall have 15 business days to provide comment.
 - 3.4.14.3 The GSTC Accreditation Panel's shall indicate to the Accreditation Body whether or not it agrees with the recommendation made, and the Accreditation Body shall take the GSTC Accreditation Panels' views into account when making its accreditation decision.
- 3.4.15 GSTC Requirements to ISO 17011 clause 7.9.5
 - 3.4.15.1 The accreditation certificate or schedule shall include the full name and version of the GSTC Criteria and Indicators and/or GSTC-Recognized Standard being applied for certification.
 - 3.4.15.2 At the time of issuing the accreditation certificate, the Accreditation Body will issue logos, terms of use and marketing and promotional guidelines as provided by the GSTC to the Accreditation Body for such distribution.
 - 3.4.15.3 A copy of the decision, and certificate evidence of distribution shall be provided to the GSTC.

ISO17011 - 7.10 Appeals

3.4.16 GSTC Requirements to ISO 17011 clause 7.10.2 a)

- 3.4.16.1 The Accreditation Body shall invite a minimum of one GSTC representative to be an independent member of any group established to investigate and make a decision upon an appeal

ISO17011 - 7.11 Reassessment and surveillance

3.4.17 GSTC Requirements to ISO 17011 clause 7.11.3

- 3.4.17.1 A maximum of two years after the initial accreditation and each re-accreditation, an on-site visit will be made to the CB, which will involve an inspection of documents, an interview with personnel, scrutiny of previous non-conformities and deficiencies, a witnessed audit, an exit interview and a written report of findings.

- 3.4.17.2 There shall be at least one witness assessment each monitoring visit. If CB's have more than 20 auditors then witness assessments shall be carried out at a rate of at least 1 witness assessment per 20 auditors per year. Where international CB's have geographical spread then the percentage of witness audits will be proportional to the geographic spread (e.g. 30 % overseas means that 1 in 3 witnessed audits will be performed overseas). The witness assessment programme shall be designed to ensure that different auditors and different types of tourist operators are assessed at subsequent witnessed assessments.

- 3.4.17.3 Reassessment, following the same processes as initial assessment, shall be undertaken at least every four years.

- 3.4.17.4 If there are matters raised in the CB's annual report to the Accreditation Body that creates potential concern about continuing conformity with requirements in the Accreditation Body's view, the Accreditation Body shall decide whether or not further actions are needed, including but not limited to further audit, suspension or withdrawal of accreditation may be necessary.

- 3.4.17.5 Should the GSTC Accreditation Panel have reason to be concerned about the ongoing conformity of a CB with requirements, it may require the Accreditation Body to conduct more frequent reports and/ or require more monitoring visits than stipulated in these requirements.

3.4.18 GSTC Requirements to ISO 17011 clause 7.11.5

- 3.4.18.1 The Accreditation Body shall inform the GSTC about the outcome of all assessment activities, usually by providing a copy of the assessment report.

3.4.19 GSTC Requirements to ISO 17011 clause 7.11.6

- 3.4.19.1 Prior to making a decision to withdraw, to reduce the scope of a certification, the Accreditation Body shall seek the views of the GSTC Accreditation Panel. The Accreditation Body shall consider the GSTC Accreditation Panel's comments in making the decision.

3.4.19.2 The Accreditation Body may suspend accreditation if this is an urgent matter to maintain the perceived integrity of the GSTC-Accredited program. If there is no urgency, the Accreditation Body shall seek the views of the GSTC Accreditation Panel and the Accreditation Body shall consider the GSTC Accreditation Panel's comments in making the decision.

3.4.19.3 The Accreditation Body shall inform the GSTC if accreditation is suspended, withdrawn or expired or if scope is reduced.

3.4.20 GSTC Requirements to ISO 17011 clause 7.11.7

3.4.20.1 When informed of the identification of issues in a particular market, which could bring the credibility of the GSTC certification process into disrepute, the Accreditation Body shall take any appropriate action including conducting an extraordinary assessment if necessary.

ISO17011 - 7.12 Extending accreditation

3.4.21 GSTC Requirement to ISO 17011 clause 7.12

3.4.21.1 Upon an application to extend a scope to include a new GSTC-Recognized standard under an accreditation standard the CB is already accredited for, a full (i.e. on-site and witness assessments) extension assessment shall be undertaken for every new GSTC-Recognized standard.

ISO17011 - 7.13 Suspending, withdrawing or reducing accreditation

3.4.22 GSTC Requirements to ISO 17011 clause 7.13.2

3.4.22.1 If the GSTC is aware that its requirements are not met the GSTC will inform the Accreditation Body. The Accreditation Body shall undertake an investigation of the issues raised by the GSTC and shall take appropriate action (e.g. to suspend or withdraw accreditation).

3.4.23 GSTC Requirements to ISO 17011 clause 7.13.3

3.4.23.1 If the GSTC's requirements are not met, the GSTC will inform the Accreditation Body. The Accreditation Body shall undertake an investigation of the issues raised by the GSTC, who shall take appropriate action (i.e. the decision to reduce the scope of accreditation).

ISO17011 - 7.14 Records of CB's

ISO17011 - 7.15 Proficiency testing and other comparisons for laboratories

ISO17011 - 8 Responsibilities of the Accreditation Body and the CB

ISO17011 - 8.1 Obligations of the CB

3.4.24 GSTC Requirements to ISO 17011 clause 8.1.1

3.4.24.1 The Accreditation Body shall require the CB to submit an annual report, copied to the GSTC, outlining the performance of the CB. The report shall refer to the previous 12 month period and include:

- a) Any changes to the structure of the CB and operation of the scheme;
- b) Brief financial summary, including forward projection to confirm ongoing viability;
- c) Any changes to the standard used;

- d) A list of the enterprises assessed for certification and certified (including the scope, type, location and contact details of the tourism business and the language the audit was undertaken and name of auditor);
- e) Royalty payment paid and owing to the GSTC;
- f) Any appeals and complaints received, with actions taken;
- g) Any issues that might affect impartiality and conflict of interest; professional development and training activity;
- h) A list of currently engaged auditors and their competence (as per section 12);
- i) A list of currently engaged decision makers and their competence (as per section 13);
- j) Results of the annual internal audit and review;
- k) Accreditation Body findings and CB response.

ISO17011 - 8.2 Obligations of the Accreditation Body

3.4.25 GSTC Requirements to ISO 17011 clause 8.2.3

3.4.25.1 The Accreditation Body shall provide this information, where applicable, to the GSTC.

3.4.26 GSTC Requirements to ISO 17011 clause 8.2.4

3.4.26.1 In the event of changes or revisions to a GSTC-Recognized standard, the Accreditation Body shall collaborate and communicate with the GSTC to identify the appropriate review process of the CB and to ensure that the CB is aware of and meets the additional / changed requirements in relation to accreditation.

ISO17011 - 8.3 Reference to accreditation and use of symbols

3.4.27 GSTC Requirements to ISO 17011 clause 8.3.2

3.4.27.1 The Accreditation Body shall verify that 8.3.2 points (a-f) are applied in connection with the usage of the marks of the GSTC and the GSTC-Recognized standard.

3.4.28 GSTC Requirements to ISO 17011 clause 8.3.3

3.4.28.1 The Accreditation Body shall verify that 8.3.2. points (a-f) are applied in connection with the usage of the GSTC marks and appropriate action taken in the event of incorrect or misleading claims in relation to the use of such information and accreditation status.

PART II: GSTC-ACCREDITED - REQUIREMENTS FOR CERTIFICATION BODIES

The section sets out requirements for CBs certifying that clients conform to a GSTC recognized standard and or specific GSTC Criteria and Indicators. In addition to GSTC specific requirements for certification of sustainable tourism, this section uses ISO 17065:2012 as a basis with additional or specific GSTC requirements set out against specific clauses of ISO 17065.

4 Introduction

- 4.1 To become GSTC-Accredited, a CB shall:
 - 4.1.1 Gain accreditation from an Accreditation Body which conforms to Part I and is endorsed by the GSTC Accreditation Panel.
 - 4.1.2 Enter into a licence agreement as set out in Part IV for the use of the GSTC name, marks and/or logo.
- 4.2 All CBs are required to meet minimum standards that are set down in Part II of the GSTC Accreditation Manual.
 - 4.2.1 All CBs will be subject to assessment of their conformity to these requirements by a GSTC endorsed Accreditation Body.

5 Scope of Certification

Criteria to be Applied

- 5.1 A CB may certify against either:
 - 5.1.1 A GSTC-Recognized Standard that it owns.
 - 5.1.2 The GSTC Criteria and their Indicators and Guidance (e.g. GSTC Hotels and Tour Operators; and/or GSTC Destinations).

GSTC-Recognized Standard

- 5.2 In the case of 5.1.1, the CB shall be able to show that it owns a GSTC-Recognized certification standard and any associated trademarks and labels.
- 5.3 The CB shall assess the conformity of the client's tourism services against the requirements of a GSTC-Recognized Standard.
 - 5.3.1 All criteria in the GSTC-Recognized Standard which are equivalent to the GSTC Criteria must be mandatory for conformity.
- 5.4 The CB shall define the scope of the certification, specifying those services and locations that have been assessed against the recognized standard.
- 5.5 In the case of 5.1.1, a CB must develop a guideline/application/evaluation tool (evaluation tool) which fully adopts the relevant GSTC-Recognized Standard.

- 5.5.1 The evaluation tool shall set out guidance for compliance and assessment.
- 5.5.2 The evaluation tool shall be supported by guidance on types of evidence required and measures expected to meet criteria and indicators for the sectors to be audited.
- 5.5.3 If the CB operates within specific jurisdictions/countries/climates specific guidance on local application of the criteria may be included within the guideline/evaluation tool.

Adopting GSTC Criteria

- 5.6 In the case of 5.1.2, a CAB must develop a guideline/application/evaluation tool (evaluation tool) which fully adopts the relevant GSTC Criteria and Indicators (and any published GSTC guidance) as in force at the time.
 - 5.6.1 The evaluation tool shall set out guidance for compliance and assessment of each GSTC criterion and indicator.
 - 5.6.2 The evaluation tool shall be supported by guidance on types of evidence required and measures expected to meet criteria and indicators for the sectors to be audited.
 - 5.6.3 If the CAB operates within specific jurisdictions/countries/climates specific guidance on local application of the criteria may be included within the guideline/evaluation tool.
- 5.7 In the case of 5.1.2, the CAB must ensure all criteria are applied as mandatory. Any exceptional circumstances where a criterion is not applied must only be in the circumstances set out in the "criteria application" section of the relevant GSTC criteria.

Reliance on Legislation

- 5.8 In some situations, where a CB is used in only one country or a smaller region (i.e. one legal jurisdiction) it may demonstrate that:
 - a) the GSTC-Accredited Requirement is covered by legislation;
 - b) the specific laws must be identified;
 - c) the laws are enforced; and
 - d) the CB's evaluation tool requires demonstrated compliance with applicable laws.
- 5.9 Acceptable evidence may include:
 - 5.9.1 a requirement for a legally-binding sworn statement by the organization to be certified with respect to compliance with specific, named laws and regulations;
 - 5.9.2 text from the CB's manual or standard indicating that compliance with specific, named laws and regulations will be verified during the assessment.
- 5.10 In this case the GSTC-Accredited status will only apply for the standard in that area of legal jurisdiction.

6 Languages

- 6.1 A CB may only certify using languages for which there is a GSTC-Recognized standard or in the case of 5.1.2 the relevant GSTC Criteria and Indicators have been translated into that language.
 - 6.1.1 The auditor must be proficient in that language.

- 6.2 In the event an enterprise or destination being certified has a business language for which there is either a GSTC-Recognized standard or approved translation of GSTC Criteria and Indicators, however a sizable proportion of the staff of the enterprise/destination being audited speak mainly another (local) language, the auditor may undertake the Audit accompanied by a capable translator (who may be a staff member of the enterprise being audited).
- 6.2.1 In this event it is expected that the vast majority of documents are in the language of the GSTC-Recognized standard, and only spoken word translation is required. The enterprise/destination may use local language documents for training/awareness/management purposes with its' staff and stakeholders, these may be translated to the language of the GSTC-Recognized standard by the enterprise/destination for the auditors review.
- 6.3 In the event an auditor does not speak the language of the enterprise/destination an audit may be completed only with certified translation of documents and using a capable translator during the audit (who may be a staff member of the enterprise being audited).
- 6.4 Where a CB is working in a language other than English, it will provide translated documents in English as required for initial Accreditation and ongoing requirements by the Accreditation Body.
- 6.5 Any required reporting and correspondence with GSTC shall be in English.

7 GSTC-Accredited Expiry and Renewal

- 7.1 GSTC-Accredited status will apply to a certification body until the earlier of:
- 7.1.1 The certification body amends their policies, procedures or practices;
 - 7.1.2 The majority ownership of the certification body changes;
 - 7.1.3 If 5.1.1 applies, the standard used by the GSTC-Accredited program is no longer GSTC-Recognized;
 - 7.1.4 If 5.1.2 applies, the relevant GSTC Criteria are amended;
 - 7.1.5 Three years from initial GSTC-Accredited status.

Amendment of GSTC-Accredited Requirements

- 7.2 If the GSTC-Accredited Requirements have been amended by the GSTC, the GSTC Accreditation Panel will give due notice to the Accreditation Body who will inform GSTC-Accredited CBs any changes made to the GSTC-Accredited Requirements and subsequent actions that they may be required to take upon expiry of their current Approval:
- 7.2.1 A new GSTC-Accredited process may be required to be completed; or
 - 7.2.2 A GSTC-Accredited renewal process may be used by the Accreditation Body
 - 7.2.3 To avoid any doubt. if the GSTC-Accredited Manual is changed during the period of a CB's GSTC-Accredited status, no action is required of the CB until renewal upon the expiry of the GSTC-Accredited status.

Amendment of a GSTC-Recognized Standard

- 7.3 Where 5.1.1 applies the GSTC-Accredited status of a CB only applies whilst the standard is GSTC-Recognized.

- 7.4 Should a standard be no longer GSTC-Recognized the certification program has a twelve month period in which to re-apply or renew the GSTC-Recognized status of the standard in accordance with the GSTC-Recognized Manual.
- 7.4.1 To avoid any doubt the CB may not continue to certify if the standard is no longer GSTC-Recognized.

Amendment of a GSTC Criteria

- 7.5 Where 5.1.2 applies the GSTC-Accredited status of a CB only applies whilst the GSTC-Criteria version remains current.
- 7.6 If the GSTC Criteria have been amended by the GSTC, the GSTC/Accreditation Body will give due notice to GSTC-Accredited CBs of any changes made to the GSTC Criteria and subsequent actions that they may be required to take to remain GSTC-Accredited:
- 7.6.1 Attendance at GSTC provided training/awareness seminars may be required by the GSTC for CB decision makers and auditors.
- 7.6.2 A GSTC-Accredited renewal process may be required to be completed or a short form re-Accreditation process may be administered by the Accreditation Body.

Ongoing Suitability of a Certification Program

- 7.7 If at any time, should the GSTC Accreditation Panel or the Accreditation Body have reason to be concerned about the ongoing conformity of an already Accredited program with the GSTC - Accredited requirements, it may require the CB to provide further information, and may, as an ultimate sanction, withdraw the GSTC-Approved status.

8 Conformity with GSTC Requirements

- 8.1 CBs shall be accredited by a GSTC endorsed Accreditation Body with a scope of certifying to a standard which is GSTC-Recognized or with a scope of certifying to one or more GSTC Criteria.
- 8.1.1 Scope of accreditation may be further limited by the Accreditation Body as it thinks fit by defining geographical or cultural areas of operation, or types of tourism enterprises to be certified.
- 8.2 CBs shall conform to the requirements of ISO / IEC 17065.
- 8.2.1 CBs shall conform to the additional requirements for ISO 17065 set out in section 8.5.
- 8.3 CBs wishing to be accredited shall apply to a GSTC endorsed Accreditation Body and shall conform to that Accreditation Body's requirements and the requirements for CBs set out in the GSTC-Accredited Manual.
- 8.4 CBs shall have entered into a licence agreement with the GSTC prior to being granted accreditation.

ISO 17065

- 8.5 Requirements for the application of ISO 17065: 2012:

- 8.5.1 CBs shall note that accreditation bodies will interpret the requirements of ISO 17065:2012 using any guidance to ISO 17065 published by either the International Accreditation Forum (IAF) or by the ISEAL Alliance (if any inconsistency, ISEAL guidance should take precedence).
- 8.5.2 CBs shall follow the requirements set out in this section.

ISO 17065 - 1 Scope

ISO 17065 - 2 Normative references

ISO 17065 - 3 Terms and definitions

ISO 17065 - 4 General requirements

- 8.5.3 CBs should note that accreditation bodies have been instructed to follow guidance to accreditation auditing contained within the Accreditation Audit Practice Group's document ISO / IAF AAPG Key Criteria for assessing the competency of CBs and their ability to deliver credible results.

ISO 17065 - 4.1 Legal and contractual matters

- 8.5.4 GSTC Requirements to ISO 17065 Clause 4.1.2.1
 - 8.5.4.1 Upon certification, the CB shall issue their client with the:
 - a) GSTC Tick Logo; and
 - b) the GSTC Tick Logo Terms of Use;
 in accordance with the GSTC Tick Logo Terms of Issuance.
 - 8.5.4.2 The CB shall require their client to use the GSTC Tick Logo in accordance with the GSTC-Tick Logo terms and conditions

ISO 17065 - 4.2 Management of impartiality

- 8.5.5 GSTC Requirements to ISO 17065 Clause 4.2.10
 - 8.5.5.1 Personnel who have provided consultancy services for a client shall not be used for auditing or decision making for that client for a period of a minimum of two years.
 - 8.5.5.2 If following an initial audit CB personnel involved in the audit or certification decision making become involved with the client as staff, contractors or consultants within a period of two years the CB shall review the audit and all decisions arising from it to ensure that there was no conflict of interest at the time of the audit and/or certification decision.

ISO 17065 - 4.3 Liability and financing

ISO 17065 - 4.4 Non-discriminatory conditions

ISO 17065 - 4.5 Confidentiality

ISO 17065 - 4.6 Publicly available information

ISO 17065 - 5 Structural requirements
ISO 17065 - 5.1 Organizational structure and top management
ISO 17065 - 5.2 Mechanism for safeguarding impartiality

8.5.6 GSTC Requirements to ISO 17065 Clause 5.2.1

8.5.6.1 CBs should note that accreditation bodies have been instructed to follow guidance to accreditation auditing contained within the Accreditation Audit Practice Group's document ISO / IAF AAPG Auditing the CB Impartiality Committee.

ISO 17065 - 6 Resource requirements
ISO 17065 - 6.1 Certification body personnel

8.5.7 GSTC Requirements to ISO 17065 Clause 6.1.2

8.5.7.1 CBs shall ensure that their competency criteria include all competency criteria set out in sections 9, 10, 11, and 12 of the GSTC-Accredited Manual.

ISO 17065 - 6.2 Resources for evaluation
ISO 17065 - 7 Process requirements

8.5.8 GSTC Requirements to ISO 17065 Clause 7

8.5.8.1 CB audit personnel should follow guidance on auditing provided in ISO 19011.

ISO 17065 - 7.1 General
ISO 17065 - 7.2 Application
ISO 17065 - 7.3 Application review

8.5.9 GSTC Requirements to ISO 17065 Clause 7.3.1

8.5.9.1 CBs shall use the following scope categories⁶ to describe the scope of assessment of tourist operators.

- a) Hotels (including other accommodation)
- b) Tour Operators (including tours)
- c) Destinations
- d) Other sectors once GSTC has published criteria and indicators.

ISO 17065 - 7.4 Evaluation

⁶ Tourism characteristic activities and products as extracted by the Tourism Satellite Account (TSA) from the International Recommendations for Tourism Statistics 2008
<http://unstats.un.org/unsd/tradeserv/TSA%20RMF%202008%20edited%20whitecover.pdf>.

- 8.5.10 GSTC Requirements to ISO 17065 Clause 7.4
 - 8.5.10.1 The CB shall use their evaluation tool as per clause 5.5 or 5.6 as the basis for evaluation.
- 8.5.11 GSTC Requirements to ISO 17065 Clause 7.4.3
 - 8.5.11.1 The CB may perform a document review and if so shall send a summary of findings to the client, requesting that any deficiencies in documentation are corrected prior to the on-site audit.
- 8.5.12 GSTC Requirements to ISO 17065 Clause 7.4.4
 - 8.5.12.1 The auditor may undertake interviews (consultation) with knowledgeable stakeholders within or external to the client in order to clarify aspects of the client's activity and performance. The auditor should undertake such consultation where there is significant doubt about the sufficiency, quality, or veracity of information supplied by a client. The client shall be informed in writing about any stakeholder consultation undertaken, but shall not be informed of any information that stakeholders request remains confidential.
 - 8.5.12.2 At the end of the on-site audit, the auditor shall conduct a closing meeting with the client to ensure that the audit process has covered all relevant matters accurately

ISO 17065 - 7.5 Review
ISO 17065 - 7.6 Certification decision

- 8.5.13 GSTC Requirements to ISO 17065 Clause 7.6
 - 8.5.13.1 The CB's decision-making entity shall authorise any changes to conditions of certification.

ISO 17065 - 7.7 Certification documentation

- 8.5.14 GSTC Requirements to ISO 17065 Clause 7.7.1
 - 8.5.14.1 The period of validity of the certification shall be not greater than three years from the date on which it was granted as shown on the certification document.

ISO 17065 - 7.8 Directory of certified products
ISO 17065 - 7.9 Surveillance

- 8.5.15 GSTC Requirements to ISO 17065 Clause 7.9.1
 - 8.5.15.1 The CB shall carry out an on-site surveillance visit at least once each two years.
 - 8.5.15.2 The CB may undertake random unannounced monitoring visits.
 - 8.5.15.3 The process of renewal of a certification shall follow all the requirements of certification.

ISO 17065 - 7.10 Changes affecting certification
ISO 17065 - 7.11 Termination, reduction, suspension or withdrawal of certification
ISO 17065 - 7.12 Records
ISO 17065 - 7.13 Complaints and appeals

8.5.16 GSTC Requirements to ISO 17065 Clause 7.13.8

8.5.16.1 A copy of the formal notice of the outcome of any appeal shall be sent to the GSTC and the GSTC standard owner.

ISO 17065 - 8	Management system requirements
ISO 17065 - 8.1	Options
ISO 17065 - 8.2	General management system documentation (Option A)
ISO 17065 - 8.3	Control of documents (Option A)
ISO 17065 - 8.4	Control of records (Option A)
ISO 17065 - 8.5	Management review (Option A)
ISO 17065 - 8.6	Internal audits (Option A)
ISO 17065 - 8.7	Corrective actions (Option A)
ISO 17065 - 8.8	Preventive actions (Option A)

9 Personnel Competence Criteria

9.1 All personnel involved in audit or certification decision making activities shall meet the criteria set out for the relevant role undertaken.

Personal attributes

9.2 All personnel should have the following personal attributes:

- a) **ethical**, i.e. fair, truthful, sincere, honest and discreet;
- b) **open-minded**, i.e. willing to consider alternative ideas or points of view;
- c) **diplomatic**, i.e. tactful in dealing with people;
- d) **observant**, i.e. actively aware of physical surroundings and activities;
- e) **perceptive**, i.e. instinctively aware of and able to understand situations;
- f) **versatile**, i.e. adjusts readily to different situations;
- g) **tenacious**, i.e. persistent, focused on achieving objectives;
- h) **decisive**, i.e. reaches timely conclusions based on logical reasoning and analysis; and
- i) **itself-reliant**, i.e. acts and functions independently while interacting effectively with others.

10 Auditor Qualifications, Knowledge and Skills

- 10.1 Individuals engaged to undertake audits(which may have one or more members) must meet the following criteria.
- 10.2 **Auditing:** Third-party product and management system conformity assessment auditing techniques.
- 10.2.1 Skill Qualification:
 - 10.2.1.1 Pass IRCA / RABQSA Recognized EMS / QMS/ISO14001, ISO 19011 lead assessor course; or
 - 10.2.1.2 Registration as EMS / QMS auditor with IRCA or RABQSA; or
 - 10.2.1.3 Equivalent environmental/social/quality auditor qualification to achieve the competencies.
 - 10.2.2 Competencies:
 - 10.2.2.1 Audit principles, procedures and techniques sufficient to enable the team leader to apply those appropriate to planning and execution of different audits and ensure that audits are conducted in a consistent and systematic manner.
- 10.3 **Criteria:** Understanding of the relevant GSTC Criteria and Indicators and if applicable the GSTC-Recognized standard.
- 10.3.1 Knowledge Qualification:
 - 10.3.1.1 Attendance at GSTC training of at least 4 days duration and focussed on auditing/assessing GSTC criteria (course must be delivered by an approved GSTC trainer and be at least the formal 3 day course covering the GSTC-HTO and GSTC Destinations, plus any other GSTC Criteria; and one day focussing on evaluating/auditing sustainable tourism); or
 - 10.3.1.2 Attendance at assessor training course for the GSTC-Recognized standard.
 - 10.3.2 Knowledge Competencies
 - 10.3.2.1 Demonstrate understanding of GSTC Criteria and Indicators by passing examination of GSTC Criteria content.
 - 10.3.2.2 (If applicable) demonstrate understanding of GSTC-Recognized standard.
 - 10.3.2.3 An appropriate examination covering changes must be passed within three months of issue of revised GSTC Criteria and/or new standard or certification requirements.
- 10.4 **Stakeholder consultation:** Ability to consult with tourism business, regulatory agencies, industry groups, local community members and any indigenous stakeholders.
- 10.4.1 Skills Qualification:
 - 10.4.1.1 Formal post high school training in consultation or facilitation techniques of at least one day; or
 - 10.4.1.2 At least two years professional experience involving stakeholder consultation.
 - 10.4.2 Skills Competencies:

10.4.2.1 Ability to consult with a variety of stakeholders in a manner which builds trust and elicits responses.

10.5 **Local knowledge**, including understanding of cultural issues and applying this to audit of tourism enterprises.

10.5.1 Knowledge Competencies:

10.5.1.1 Can explain the cultural setting, local legislative framework and risks that apply to the tourism enterprise.

10.5.2 Skill Competencies

10.5.2.1 Ability to work in the cultural, social economic, and legal environment of the audit.

10.5.2.2 Demonstrated by experience working in the local area/country and/or having experience working in diverse cultural, social economic, and legal environment.

10.6 **Language**, including understanding of local/cultural/business context.

10.6.1 Skills Qualifications:

10.6.1.1 Language is one of first language(s) spoken in the home; or

10.6.1.2 Formal qualification of at least four years at high school; or

10.6.1.3 Post high school level qualification; or

10.6.1.4 Lived in country using language for minimum of one year.

10.6.2 Skills Competencies

10.6.2.1 Can comfortably read and speak language used by in common with the majority of personnel in the tourism enterprise.

NOTE: See section 6 of GSTC-Accredited Manual regarding languages for audits and auditors.

10.7 **Sustainable tourism enterprises**, including understanding of understanding of tourism and audit of tourism enterprises.

10.7.1 This section applies to auditors undertaking audits at the enterprise level.

10.7.2 Knowledge Qualification:

10.7.2.1 Worked in tourism industry for minimum of five years, with two of these in a position of responsibility; or

10.7.2.2 Attendance at GSTC training of at least 4 days duration and focussed on auditing/assessing GSTC criteria.

10.7.3 Knowledge Competencies:

10.7.3.1 Demonstrate understanding of Sustainable Tourism by passing examination set by the GSTC.

10.7.3.2 Or able to demonstrate a thorough understanding of all aspects of sustainable tourism to the Accreditation Body.

10.7.4 Skills Qualification:

10.7.4.1 Two audits of to a GSTC Criteria and/or GSTC-Recognized standard acting as auditor;

10.7.5 Skills Competencies:

10.7.5.1 Able to apply knowledge of tourism in an audit situation in a consistent and systematic manner.

10.7.6 Verification of Competencies:

- 10.7.6.1 Verification mechanism: either through accreditation body witnessed audit or accreditation body review of two audit reports.
- 10.8 **Sustainable tourism destinations**, including understanding of sustainable destination management and audit of tourism destinations.
 - 10.8.1 This section applies to auditors undertaking audits at the destination level.
 - 10.8.2 Knowledge Qualification:
 - 10.8.2.1 Worked in tourism destination management for minimum of five years, with two of these in a position of responsibility; or
 - 10.8.2.2 Attendance at GSTC training of at least 4 days duration and focussed on auditing/assessing GSTC destination criteria.
 - 10.8.3 Knowledge Competencies:
 - 10.8.3.1 Demonstrate understanding of Sustainable Tourism Destinations by passing examination set by the GSTC.
 - 10.8.3.2 Or able to demonstrate a thorough understanding of all aspects of sustainable tourism destination management to the Accreditation Body.
 - 10.8.4 Skills Qualification:
 - 10.8.4.1 Two audits of a destination to a GSTC Criteria and/or GSTC-Recognized standard acting as auditor;
 - 10.8.5 Skills Competencies:
 - 10.8.5.1 Able to apply knowledge of sustainable tourism destinations in an audit situation in a consistent and systematic manner.
 - 10.8.6 Verification of Competencies:
 - 10.8.6.1 Verification mechanism: either through accreditation body witnessed audit or accreditation body review of two audit reports.
 - 10.8.7 An audit of a sustainable tourism destination may be undertaken by a team, with the lead auditor meeting criteria 10.1-10.7 and 10.9-10.11 assisted by a sustainable tourism destination management specialist, who may not necessarily have audit skills, joining the audit team (in which case 10.8.4 and 10.8.6 do not apply to the sustainable tourism destination management specialist).
- 10.9 **Social and cultural issues**, including understanding of social and cultural issues and applying this to audit of tourism enterprises and/or destinations.
 - 10.9.1 Skill Competencies:
 - 10.9.1.1 Able to apply knowledge of social and cultural issues to sustainable tourism in an audit situation in a consistent and systematic manner.
 - 10.9.2 Verification of Competencies:
 - 10.9.2.1 Verification mechanism: either through accreditation body witnessed audit or accreditation body review of two audit reports.
- 10.10 **Economic issues**, including understanding of the tourism economy, potential economic impacts, tourism supply chain and opportunities economic contribution to local economies and applying this to audit of tourism enterprises and/or destinations.
 - 10.10.1 Skill Competencies:
 - 10.10.1.1 Able to apply knowledge of micro and macro economic factors in sustainable tourism in an audit situation in a consistent and systematic manner.
 - 10.10.2 Verification of Competencies:

10.10.2.1 Verification mechanism: either through accreditation body witnessed audit or accreditation body review of two audit reports.

10.11 **Environmental issues**, including understanding of environmental risk issues and best practice eco-efficiency and applying this to audit of tourism enterprises and/or destinations.

10.11.1 Skill Competencies:

10.11.1.1 Able to apply knowledge of environmental risk issues and best practice eco-efficiency to sustainable tourism in an audit situation in a consistent and systematic manner.

10.11.2 Verification of Competencies:

10.11.2.1 Verification mechanism: either through accreditation body witnessed audit or accreditation body review of two audit reports.

11 Certification Decision Makers: Qualifications, Knowledge and Skills

11.1 Certification body decision makers must meet the following criteria.

11.2 **Auditing:** Third-party product and management system conformity assessment auditing techniques.

11.2.1 Skill Qualification:

11.2.1.1 Pass IRCA / RABQSA Recognized EMS / QMS/ISO14001, ISO 19011 lead assessor course; or

11.2.1.2 Registration as EMS / QMS auditor with IRCA or RABQSA; or

11.2.1.3 Equivalent environmental/social/quality auditor qualification to achieve the competencies.

11.2.2 Competencies:

11.2.2.1 Audit principles, procedures and techniques sufficient to enable the team leader to apply those appropriate to planning and execution of different audits and ensure that audits are conducted in a consistent and systematic manner.

11.3 **Certification:** Understanding and applying the international norms for certification.

11.3.1 Skill Qualification:

11.3.1.1 Formal training of awareness of ISO 17065:12; or

11.3.1.2 At least five years as a decision maker with an ISEAL or IAF accredited certification body.

11.3.2 Competencies:

11.3.2.1 Certification principles, procedures and techniques sufficient to enable appropriate certification decisions.

11.4 **Criteria:** Understanding of the relevant GSTC Criteria and Indicators and if applicable the GSTC-Recognized standard.

11.4.1 Knowledge Qualification:

- 11.4.1.1 Attendance at GSTC training of at least 4 days duration and focussed on auditing/assessing GSTC criteria; or
 - 11.4.1.2 Attendance at assessor training course for the GSTC-Recognized standard.
- 11.4.2 Knowledge Competencies
 - 11.4.2.1 Demonstrate understanding of GSTC Criteria and Indicators by passing examination of GSTC Criteria content.
 - 11.4.2.2 (If applicable) demonstrate understanding of GSTC-Recognized standard.
 - 11.4.2.3 An appropriate examination covering changes must be passed within three months of issue of revised GSTC Criteria and/or new standard or certification requirements
- 11.5 **Language**, including understanding of local/cultural/business context.
 - 11.5.1 Skills Qualifications:
 - 11.5.1.1 Language is one of first language(s) spoken in the home; or
 - 11.5.1.2 Formal qualification of at least four years at high school; or
 - 11.5.1.3 Post high school level qualification; or
 - 11.5.1.4 Lived in country using language for minimum of one year.
 - 11.5.2 Skills Competencies
 - 11.5.2.1 Can comfortably read and speak language used by in common with the majority of personnel in the tourism enterprise.
 - 11.5.3 NOTE: This section only applies for audits and certification not undertaken in English, see section 6 of GSTC-Accredited Manual regarding languages for audits and auditors.

12 Audit Personnel Scope

Activity based scope

- 12.1 CBs shall determine whether or not personnel involved in audit are competent to undertake audits or to review audit reports and make certification decisions for each of the following scope categories:
 - a) Hotels (including all accommodation)
 - b) Tours (including tour operators)
 - c) Destinations
 - d) Other sectors once GSTC has published criteria and indicators

Geographical Scope

- 12.2 Acknowledging that there may be significantly different regulatory, cultural and language issues, CBs shall determine whether or not personnel are competent to undertake audits or review audit reports and make certification decisions in each country that the CB operates in.

13 Requirements For Group Certification

Introduction

- 13.1 Tourism enterprises may form a group, and be issued with one GSTC certificate. The major benefit of this approach is that the costs may be significantly lower than if each member of the group became individually certified.
- 13.2 Group certification is a practice of organizing individual enterprises into structured groups and supplementing an accredited third party audit with internal inspections. In order to qualify for group certification, the group must have an internal management system in place that instills confidence that the individual group members are meeting the requirements of the standard.
- 13.3 A group shall have a “group manager” who shall be responsible for the operation of the internal management system. The group manager may be a cooperative of group members, an association, a consultant or an auditing body.
- 13.4 This annex includes requirements for group members, for the group’s manager, for the internal management system and for CB assessment of the performance of the group.
- 13.5 CBs certifying groups shall ensure that the GSTC’s requirements for groups are followed. This may require them to circulate this Annex to their clients.
- 13.6 Group Membership
 - 13.6.1 Group members shall offer similar tourism services and shall share the same language.
- 13.7 Internal Management System
 - 13.7.1 The group shall have a defined and documented structure and an internal management system (IMS) with documented procedures.
- 13.8 The group manager and members shall each understand their responsibilities within the group.
- 13.9 Written procedures shall include at least the following:
 - 13.9.1 Roles and responsibilities of staff, contractors, elected persons, and committees;
 - 13.9.2 Approval of new members;
 - 13.9.3 Record keeping requirements for both group members and the group’s manager;
 - 13.9.4 Internal inspection methods;
 - 13.9.5 Qualification criteria for internal inspectors; and
 - 13.9.6 Processes for applying sanctions and for appeals.
- 13.10 All procedures shall be updated as necessary.

Group Manager

- 13.11 The group manager shall be responsible for implementation of the IMS, including verifying group member conformity with standards and certification requirements.
- 13.12 The IMS shall be adequately resourced with qualified personnel and financial resources to allow implementation of the IMS to ensure conformity of individual members with standards in an objective and transparent manner.
- 13.13 The group manager shall have one person or group in charge of the IMS.

- 13.14 The group manager shall manage potential and actual conflicts of interest in a manner appropriate to its scale and conditions. Individuals shall disclose potential conflicts of interest and shall not take part in work or decisions related to their potential conflict.
- 13.15 All persons in the group including management, committees, internal inspectors and others shall be competent for their tasks. The group manager shall determine the necessary competencies for various positions and provide training or take other actions to satisfy these needs. This shall include appropriate training for new staff and elected people where needed for them to fulfil their tasks.
- 13.16 Records of education and training shall be maintained.

Group Members

- 13.17 Group members shall each sign (or commit by a practical alternative) to a contract / agreement with the group manager. The group manager shall make sure that group members understand the implications of the contract. The contract shall contain at least:
- 13.17.1 A commitment by the group member to fulfill standards and certification requirements;
 - 13.17.2 A commitment by the group member to provide the group manager with required information;
 - 13.17.3 A commitment by the group member to comply with group manager instructions;
 - 13.17.4 Acceptance by the group member of internal and third party inspection;
 - 13.17.5 An obligation for the group member to report intentional or unintentional non-conformities;
 - 13.17.6 The right of members to terminate membership.
 - 13.17.7 A description of the processes to be followed if membership of the group is to be suspended or terminated.
- 13.18 All group members shall have access to standards and certification requirements specified by the group.
- 13.18.1 Standards requirements may be in any form or media.
 - 13.18.2 Documents can be an internal standard based upon an external standard developed by the group or an external standard.
- 13.19 Documents such as contracts and internal standards which the group members need to understand shall be written in a way that is appropriate to their local language, culture and knowledge.
- 13.20 Group members shall have adequate knowledge about standards, requirements and production methods, on the basis of appropriate education, training, skills and experience.
- 13.21 The group shall determine the necessary competence for group members and provide training or take other actions to satisfy these needs. Records of member training shall be maintained by the group.

Continuous Improvement

- 13.22 The group manager shall determine and implement plans for improving the IMS and group members' performance against standards and certification requirements. Among the information that can inform these plans are:
- 13.22.1 Internal inspection findings;
 - 13.22.2 External audit findings;
 - 13.22.3 Complaints and appeals;
 - 13.22.4 Review of market requirements.
- 13.23 When setting up the IMS, the group manager and members shall carry out a risk assessment in relation to compliance with specified standard and certification requirements. The risk assessment shall include at least identification of risks at the level of group member operations and performance of the IMS.
- 13.24 Group management shall take relevant measures to prevent or minimize to an acceptable level the identified risks and address non-conformities. The group manager shall focus its resources on these areas.

Service Integrity

- 13.25 Group members shall only sell services within the scope of the IMS as certified.
- 13.26 Safeguards shall be in place to ensure that non-certified services are not provided by group members in a way that may imply that they are certified. .

Internal Inspections

- 13.27 An internal inspection shall take place to give group managers the opportunity to determine whether or not an individual group member is meeting the standards and other requirements.
- 13.28 Each member of the group shall be inspected annually except in circumstances that are defined by an individual certification scheme.
- 13.28.1 Justifications for less frequent inspection can be based on different factors including the results of risk assessments.
 - 13.28.2 Inspections should take place at different times of the year and not be so regular as to become predictable.
- 13.29 New group members shall always be inspected and found to be in conformity before their services can be certified.
- 13.30 Internal inspectors can provide advice to group members but shall not inspect those members to whom they have provided advice, they should be independent from management and shall not audit/inspect their own work..
- 13.31 A decision by the group manager on the status in the group of individual members shall be taken annually.
- 13.31.1 This decision shall be based on internal inspections and other relevant information.
 - 13.31.2 Safeguards shall be in place to ensure that internal inspectors are not unduly influenced in their findings by group managers or group members.
- 13.32 Group members should have the right to dispute any finding that leads to their suspension or removal from the group.

- 13.33 The IMS shall include the application and enforcement of sanctions to individual group members who do not comply with the standards or other requirements.
- 13.34 The consequences of non-conformity and sanctions shall be made clear to group members.
- 13.35 Sanctions shall include, but are not limited to, exclusion from sales of certified services.
- 13.36 Records of sanctions shall allow for the easy identification of sanctioned group members.

Records

- 13.37 Records covering the relationship between the group manager and group members shall be maintained and kept up to date, including at least the following:
- 13.37.1 Contracts between the group and individual group members;
 - 13.37.2 Group member list;
 - 13.37.3 Records for selling certified services;
 - 13.37.4 Internal inspection reports;
 - 13.37.5 Non-conformities, sanctions and follow-up action arising from both internal inspections and external audits; and
 - 13.37.6 Complaints and appeals.
- 13.38 When a group member is not able to create and maintain records, the group manager shall assume responsibility for maintaining these records.
- 13.39 All group members shall be recorded in a list. This list shall be updated as necessary and shall include at least the following information for each member:
- 13.39.1 Name of the member or code assigned to the member;
 - 13.39.2 Address(es) and activities that are provided at each address;
 - 13.39.3 Certification status;
 - 13.39.4 Dates of internal inspections; and
 - 13.39.5 Any scheme-specific data needed.

Requirements for the CB auditing the Group

- 13.40 Communication between the CB and the group
- 13.41 The CB shall communicate clearly to the group manager, the standards and certification requirements for group certification, including these requirements and any additional scheme specific requirements (regardless if these are set by the CB or the standard owner).
- 13.42 There shall be a contract between the group and the CB, including a commitment by the group manager to meet the standards and certification requirements.
- 13.43 The group manager shall report annually to the CB, including important changes in the group's production and management practices, and comments and actions regarding any shortcomings in the system.
- 13.43.1 Note: The annual report can be a narrative or in the form of a template provided by the scheme or CB.

Competence of CB Personnel

- 13.44 CB personnel shall be competent in evaluation of group certification systems. The CB shall:
- 13.44.1 Determine the necessary competence for auditors and certification personnel specific to the evaluation of producer groups;

- 13.44.2 Provide training or take other actions to satisfy these needs;
- 13.44.3 Evaluate the effectiveness of the actions taken;
- 13.44.4 Ensure that its personnel are qualified for the tasks to which they are assigned; and
- 13.44.5 Maintain appropriate records of education, training, skills and experience.

Evaluation of the internal management system (IMS)

- 13.45 The CB shall audit the group's IMS in order to evaluate its functioning and effectiveness, and to ascertain whether the IMS results in full conformity with the standards and certification requirements.
- 13.46 CB audits of the IMS shall be at least as frequent as for individual certification audits to the same standard.
- 13.47 The CB's audit of the IMS shall include assessment of conformity with the requirements set forth in this document and, in particular, that:
 - 13.47.1 All internal procedures are in place;
 - 13.47.2 The group members understand the standards and certification requirements;
 - 13.47.3 A risk assessment, appropriate to the nature, scale and complexity of production, is carried out by the group;
 - 13.47.4 Internal inspections of all group members are carried out as required by the certification scheme;
 - 13.47.5 New group members are only accepted as certified after the record-keeping requirements are fulfilled and the internal inspection is completed;
 - 13.47.6 Instances of non-conformity are dealt with by the group manager; and
 - 13.47.7 Adequate records of internal inspections are maintained.
- 13.48 The CB shall carry out a risk assessment of all aspects of the group and its members, as well as in the IMS, to identify risks to the integrity of the certification. The risk assessment shall function as a basis for the audit and certification activities.
- 13.49 The auditor shall assess the competence of internal inspectors.
- 13.50 The CB shall audit a sample of group members to evaluate the effectiveness of the internal management system. The sample size shall be based on results of the risk assessment. The minimum number of group members to be audited annually by the CB shall be the square root of the total number of members in the group. The members to be audited shall be selected in a way that represents the whole group, based on a combination of risk-based and random selection of the sample.
- 13.51 The outcome of the external audit of group members shall be compared with the outcome of the groups' internal inspection.

Sanctions

- 13.52 Corrective action requests regarding group compliance shall be based solely on the stated standards and certification requirements.
- 13.53 The CB shall have a documented sanctions policy for non-conformities regarding certification of groups. The sanctions shall be applied to the group as a whole.
- 13.54 Failure of a group manager to detect non-conformities shall lead to sanctions. Failure of group management to act on non-conformities and apply appropriate sanctions to group members shall also lead to sanctions.

- 13.55 Severe non-conformities, when the IMS is not functioning or when there is a direct risk that services are not meeting the standards or that non-certified services are sold as certified, shall lead to suspension of the entire group's certification.
- 13.56 The CB shall follow up sanctions in a timely manner to determine if conditions have been fulfilled and shall render further sanctions where necessary.

14 Requirements For Large-Scale Tourism Operators

- 14.1 The GSTC may develop this section, it will cover operation of a certification scheme available for large scale tourism operators.

PART III: MARKET ACCESS

15 Publicity and Promotion

GSTC Promotion of GSTC-Accredited Certification Bodies

- 15.1 The GSTC will make publicly available a list of the GSTC-Accredited certification programs together with a brief summary of each CB, approved for publication by the CB.
- 15.2 The GSTC will make publicly available and implement a clear policy on claims of GSTC-Accredited status of certification bodies. This will include surveillance of the use of those claims and taking action against incorrect use.
- 15.3 GSTC may arrange publicity and promotion of GSTC-Accredited body and tourism businesses/products certified by a GSTC-Accredited certification body.

Promotion by GSTC-Accredited CB

- 15.4 A GSTC-Accredited standard is entitled to use the GSTC-Accredited GSTC logo, and may make general statements that it is GSTC-Accredited.

GSTC Promotion and Market Access Benefits

- 15.5 The GSTC publishes a summary of the promotion and market access benefits on www.gstccouncil.org this is updated as required.
- 15.6 In terms of GSTC logo usage:
 - 15.6.1 A GSTC-Accredited CB may use the GSTC-Accredited Logo
 - 15.6.2 A Hotel/Tour Operator/Destination certified by a GSTC-Accredited CB may use the GSTC Tick Logo (subject to a licence agreement being in place between the GSTC and the CB and an annual fee paid by the CB).
- 15.7 GSTC-Accredited CB's may receive the following promotion by the GSTC (subject to available resources):
 - 15.7.1 Certification Body promoted on GSTC website.
 - 15.7.2 Announcement of achievement in GSTC newsletter, GSTC website and GSTC social media outlets.
 - 15.7.3 Inclusion of Certification Body's logo on all GSTC official presentations, including Annual General Meeting, as well as all other speaking engagements and publications.
 - 15.7.4 Certified hotels, tour operators and destinations will be listed on the GSTC website directory.
 - 15.7.5 Certified hotels, tour operators and destinations will be prominently displayed (with a hyperlink to the individual hotel) on the GSTC website.
 - 15.7.6 Certified hotels, tour operators and destinations have priority search on the GSTC website directory.
 - 15.7.7 Development and publication on GSTC website of case studies (i.e. written blog post, video blog) of individual certified businesses.

15.8 The GSTC will endeavor to work with partners to promote GSTC-Approved CB's and their certified businesses and destination.

The following market access initiatives and being developed as at late 2015:

- Certified hotels (and soon tour operators) included in GSTC database available to online travel agencies (OTAs) including BookDifferent.com, HotelBeds.com, BookGreener.com, and Glooby.com (other OTAs are being added).
- Priority search results when OTA's use GSTC database.

PART IV: USE OF GSTC MARKS

16 Use of GSTC Logos

Introduction

- 16.1 The GSTC logos, marks and trade names are protected by the GSTC.
- 16.1.1 Trade names and marks include the names GSTCouncil, Global Sustainable Tourism Council, Travel Forever, GSTC-Approved and GSTC-Accredited.

Licence Agreement

- 16.2 Prior to using any of the GSTC's logos, marks or trade names users (e.g. clients, standard owners, CBs) must hold a valid licence agreement with the GSTC.
- 16.2.1 See an example Certification Body License Agreement at Appendix 1.

Logo Terms of Use

- 16.3 There are three "Terms Of Use Documents" which are Appendices to the licence agreement:
- 16.3.1 GSTC Integrity Program-Terms of Use-GSTC Approved Logo v1.1: Which set out the rules of a CB's use of GSTC-Approved Logo (see Appendix 2).
- 16.3.2 GSTC Integrity Program-Terms of Issuance-Tick Logo v1.1: Which set out the rules for a CB giving the GSTC Tick Logo to their certificate holders (see Appendix 3).
- 16.3.3 GSTC Integrity Program-Terms of Use-Tick Logo v1.1: Which set out rules for use of the Tick Logo by certificate holders- EA to issue this with each Tick Logo (see Appendix 4)
- 16.4 To avoid any doubt, once it has signed the licence agreement:
- 16.4.1 A GSTC- Accredited CB may use the GSTC-Approved Logo in its promotion and marketing of its program.
- 16.4.2 A GSTC- Accredited CB may use the Tick Logo only to promote an example of what certified businesses may display.
- 16.4.3 A GSTC-Accredited CB may distribute the Tick Logo only when it is also accompanied by the Terms of Use (Appendix 3) to its certified businesses.
- 16.5 There is a royalty fee for use of the GSTC Tick Logo by certified products, the fee is set out in the licence agreement.

PART V: GLOSSARY OF TERMS

17 Terms and Definitions

- 17.1 The following have been written to explain the meaning of terms used in this document, although account has been taken of generic definitions used elsewhere.
- 17.2 For those terms not defined here, the hierarchy of definitions used is
- a) ISEAL standards setting code version 5
 - b) ISO/IEC 17065
 - c) ISO/IEC 17067
 - d) ISO/IEC 17011
 - e) ISO/IEC 17000
 - f) ISO Guide 2.

Term	Definition
Accreditation	The process of approval by GSTC of a certification body's competence to certify organisations to a GSTC-Recognized standard
Accreditation Body	An independent entity that operates in conformity with the standard ISO/IEC 17011 and that is technically competent to accredit CBs to perform conformity assessment using a GSTC-recognized standard.
Audit	A systematic and comprehensive process of investigation through checking documents, conducting interviews, observation and other means
CB	See Certification Body or Conformity assessment body
Certification	Voluntary, third-party assessment, through an audit, of a tourism enterprise for conformity to a standard
Certification body	A body that verifies that specified requirements relating to a product, process, system, person or body are fulfilled.
Certification scheme	A specific, named programme of certification resulting in the granting of a certificate of conformity to a tourism enterprise by a CB along with the right to display a mark associated with the scheme . It is defined by ISO as "[the rules, procedures, and management for carrying out certification] related to specified [services], to which the same specified requirements, specific rules and procedures apply." <i>After draft ISO 17067</i>
Certification scheme owner	A person or other legal entity who owns the intellectual property associated with a sustainable tourism certification scheme
Sustainable tourism standard	A set of rules and guidelines that define the requirements of tourism enterprises in delivering sustainable tourism. For GSTC recognition, the standard shall be equivalent to the GSTC Standard.
Standard owner	A person or other legal entity who owns the intellectual property associated with a sustainable tourism standard
Client	A tourism enterprise that purchases a certification service from a CB
Comparable standard	A standard that achieves the same outcomes as the GSTC standard's outcome by differing methods.
Conflict of interest	A situation where the capacity for objectivity of a person or body is at risk
Conformity Assessment	A process of checking and verifying the extent to which a tourism enterprise or certification scheme meets a specified standard and criteria
Consultancy	The provision, for a fee (directly or indirectly), of expertise to a tourism enterprise or CB on the design, management and operation of their services
Equivalent standard	A standard whose requirements have a direct correspondence with the requirements with the GSTC standard. The standard may have differing presentation, or even in substance, e.g. in providing guidance on how to meet requirements. Equivalency for purposes of GSTC Recognition includes harmonized, unified, identical, unilaterally-aligned, and comparable standards. (ISO/IEC Guide 2:2004 6.1, 6.2, 6.3, 6.8, and 6.9).

Term	Definition
GSTC Accreditation	Accreditation provided by an Accreditation Body that is endorsed by the GSTC.
GSTC requirements for CBs	The requirements that a CB shall meet in terms of its structure, management and operational procedures
GSTC Accreditation Panel	An independent body of the GSTC that is technically competent and impartial, that will make decisions on recognizing sustainable tourism standards and certification scheme owners, and may endorse Accreditation Body recommendations to accredit CBs.
GSTC Criteria	GSTC Criteria are a common understanding of sustainable tourism, and are the minimum that any tourism business should aspire to reach. They are organized around four main themes: effective sustainability planning; maximizing social and economic benefits for the local community; enhancing cultural heritage; and reducing negative impacts to the environment. Although the criteria are initially intended for use by the accommodation and tour operation sectors, they have applicability to the entire tourism industry.
GSTC Standard	The minimum requirement of a tourism enterprise that can be recognized as fully complying with principles of sustainable tourism as identified by the GSTC and the GSTC Criteria.
GSTC-recognized standard	A sustainable tourism standard that has been evaluated by the GSTC as being equivalent to the GSTC Standard.
GTSC	Global Sustainable Tourism Council
Impartiality	The ability to make judgements and take decisions that are objective, based strictly on facts and free from other influences
Non-conformity	The absence of, or failure to meet, an element of a standard or performance criteria
Third-party	Carried out by an individual or body that is independent of the entity being certified or accredited
Tourism enterprise	An entity providing one or more services to tourists.
Unilaterally aligned standard	A standard that is equivalent or comparable to the GSTC standard but contains further requirements not contained in the GSTC standard.
Levels of requirement	
“will”	The body commits to undertake the specified action
‘shall’	The body must take the specified action to be in compliance
‘should’	The body is expected to take the specified action
‘may’	The body is allowed to take the specified action

Appendix 1

Example Certification Body Licence Agreement

Global Sustainable Tourism Council

(“Licensor”)

- and -

XXXXXXXXXXXXXXXXXXXX

(“Licensee”)

Global Sustainable Tourism Council

Certification Body License Agreement

License Agreement

Date: XXXXXXXXXXXXXXXX

Parties:

GLOBAL SUSTAINABLE TOURISM COUNCIL, a not-for-profit corporation registered in the United States of America ("**the Licensors**").

XXXXXXXXXXXXXXXXXX, a company incorporated in XXXXXXXXX, having its registered office at XXXXXXXXXXXXXXXX ("**the Licensee**").

Recitals:

- A. The Licensors own all the Intellectual Property for the Global Sustainable Tourism Council's Recognition, Approval and Accreditation program ("**the GSTC Program**") and the related auditor registration program, training courses, products and services that support of the GSTC Program.
- B. The GSTC Program includes certain copyright material (The "**Copyright**") and associated Trademarks (The "**Trademarks**").
- C. The Licensors are the sole legal and beneficial owner of the GSTC Program.
- D. The Licensors Recognize standards that are equivalent to the GSTC Criteria for sustainable tourism and approves and accredits certification programs that use the standard for third-party certification of sustainable tourism businesses and activities.
- E. The Licensee wishes to acquire non-exclusive rights to audit the operations of Persons and organizations and if they are in conformity certify and re-certify that those operations meet the requirements of standards Recognized by the GSTC as being equivalent to the GSTC Criteria, associated policies and guidance.
- F. The Licensors have agreed to grant the Licensee non-exclusive rights to audit and certify the operations to a GSTC-Recognized standard, on the terms and conditions hereinafter contained.

Agreement:

1 Interpretation

Definitions

- 1.1 In this Agreement including the Recitals, unless the context otherwise requires, the relevant definitions given in GSTC Manuals apply, together with the following definitions:

Accredited means that a certification program has been accredited by a GSTC-endorsed accreditation body according to the terms of the **GSTC Accreditation Manual** and related documents. The certification body is then termed a GSTC-Accredited Certification Body and its certificate holders may be issued the "GSTC Tick Logo" (subject to terms of use) and be referred to as certified sustainable tourism (by a GSTC Accredited certification program). If there is a discrepancy between GSTC Manual and ISO17065 - the ISO norm will prevail.

Agreement means the agreement constituted by this document entered into between the Parties on the above date including schedules to this Agreement, any documents referred to in this Agreement and any documents executed by the Parties modifying, varying or replacing such Agreement.

Approved means that the GSTC has verified and formally notified a certification program that it is in compliance with the terms of the **GSTC Approval Manual** and related documents. The certification program is then termed a GSTC-Approved Certification Program and its certificate holders may be issued the "GSTC Tick Logo" (subject to terms of use) and be referred to as certified sustainable tourism (by a GSTC Accredited certification program). **Audit and Certification Services** means the performance of audits to clients to determine client conformity with standards recognized by the GSTC as being equivalent

to the GSTC Criteria, and sublicense for the use of the GSTC Intellectual Property, and, if the Client is in conformity with those standards, issuing of a GSTC endorsed Certificate of Registration.

Audit Materials means all documents, checklists, manuals, programs, diagrams, pictures, charts and other material (whether recorded in a printed form or electronically stored) used or distributed in relation to the delivery of the Audit and Certification Services and the carrying out of Audits under this Agreement.

Auditor means a Person or Persons, who is authorized to carry out Audits of the Licensee's Clients' GSTC System for or on behalf of the Licensee.

Certificate of Registration means a certificate in a format provided by the Licensee, approved by the Licensee and issued to a Client by the Licensor following the successful completion of a Certification Audit and thereafter on the anniversary date of the Certification Audit provided the Client continues to maintain GSTC Certification. Also known as a scope certificate.

Client means a Person, company, cooperative, partnership, joint venture, business, destination or other entity who has, or agrees to have, supplied to them the Audit and Certification Services by the Licensee

Commencement Date means the date of execution of this Agreement by the Licensor specified in Item 3 of Schedule 1.

Confidential Information means all confidential information of each Party but does not include any information that is public knowledge or becomes public knowledge other than by breach of this Agreement. Confidential Information includes but is not limited to:

- (a) information revealed in confidence by one Party to the other;
- (b) information designated as confidential by one Party to the other;
- (c) proprietary information including but not limited to all information and material relating to the GSTC Criteria and to any trade secrets and proprietary know how;
- (d) the terms of this Agreement;
- (e) any other information classifiable in equity as confidential information; and
- (e) all information about payments specified under clause 3, all reports and records maintained under clause 8, all information supplied under clause 9, all techniques, sales figures and, subject to clause 4.2(f), Client lists and Client details and extends to all forms of storage or representation of the information referred to above including but not limited to loose notes, diaries, memoranda, drawings, photographs, electronic storage and computer print outs.

Contract Manager means the person appointed pursuant to clause 6.1 and specified in Item 9 of Schedule 1.

Copyright means all copyright in respect of all material embodied in any written works, manuals, diagrams, photographs, pictures and charts and whether the same is recorded in a printed form or electronically stored and which is related to the GSTC Branding Guidelines, the GSTC Recognition Manual, the GSTC Approval Manual and the GSTC Accreditation Manual and supporting documentation. This Copyright is and shall remain the sole and exclusive property of the Licensor.

Geographic Region means those countries nominated by the Licensee in which the Licensee will provide the Audit and Certification Services to its Clients, and is the Geographic Region specified in Item 5 of Schedule 1.

GSTC Accreditation Manual means the collection of documents setting out how the GSTC Accreditation program is operated.

GSTC Benchmarking Guidelines means the document, based on the GSTC Criteria and Indicators, against which certification scheme owner's standards are evaluated for equivalency, as found in the GSTC Recognition Manual.

GSTC Criteria means the set of individual criteria for sustainable tourism developed and maintained by the GSTC, as found in the GSTC Recognition Manual and includes any Indicators and Guidance notes.

GSTC Recognition Manual means the collection of documents setting out how the GSTC Recognition program is operated, including the GSTC Criteria and GSTC Benchmarking Guidelines.

Intellectual Property means all intellectual and industrial property associated with or comprised in the GSTC Criteria, including but not limited to all Copyright, Patents, Trademarks, Certification Trade Marks, designs, inventions, trade secrets, ideas, know how, concepts and techniques. All Intellectual Property is and shall remain the sole and exclusive property of the Licensor.

Intellectual Property Rights includes all rights in relation to the Intellectual Property.

License means the license granted in accordance with this Agreement.

License Fee has the meaning given to it in clause 3.1 and is the amount prescribed in Item 6 of Schedule 1.

GSTC Approval Manual means the collection of documents setting out how the GSTC Approval program is operated.

Minimum Annual Royalty means the minimum annual Royalty payable for each year during the Term of the License pursuant to clause 3.3 and as prescribed in Item 8 of Schedule 1.

Monthly means a calendar month.

New Intellectual Property means any modification or improvement to or derived from the Intellectual Property developed during the Term.

Party means the Licensor and/or the Licensee as the context requires and **Parties** means all parties to this Agreement.

Person means a natural person.

Recognized means that a sustainable tourism standard has been evaluated by the GSTC and that the standard owner has been formally notified that its standard is a GSTC-Recognized Standard, according to the **GSTC Recognition Manual** and associated documents.

Related Party of the Licensee means any company or entity that is a holding, subsidiary or sibling entity, a division or otherwise part of the Licensee's organisation.

Royalty has the meaning given to it in clause 3.2.

Tourism Enterprise (TE) means the Client, where this is not a physical person.

Trade Marks means all trademarks and service marks already lodged and registered in relation to the GSTC Program and all applications for trademarks applied for and registered in the future by the Licensor.

USD means United States Dollars

Interpretation

1.2 In this Agreement unless the context requires otherwise:

- (a) a reference to this Agreement or another agreement, document, rules or instrument (including, without limitation, the GSTC Branding Guidelines, GSTC Recognition Manual, GSTC Approval Manual or GSTC Accreditation Manual, or other international standards such as those published by the International Organisation for Standardization [ISO]) includes any variation or replacement of any of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors and assigns;
- (e) the verb "include" (in all its parts, tenses and variants) is not used as, nor is it to be interpreted as, a word of limitation; and
- (f) the word "including" does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings are inserted for convenience and do not affect the interpretation of this Agreement.

1.4 If there is an inconsistency between the operative provisions of this Agreement and the schedules, then the operative provisions prevail to the extent of such inconsistency.

2 Grant of License

Condition of grant

- 2.1 It is a condition of the grant of the License that the Licensee attains and holds **Approval from the GSTC**, according to the **Manual for GSTC Approval**; or **Accreditation** to the scope set out in the **GSTC Accreditation Manual** from a GSTC-endorsed accreditation body.

License granted

- 2.2 Subject to satisfaction of the condition in clause 2.1 and in consideration for the payments to be made under clause 3 of this Agreement, the Licensors hereby grants to the Licensee and the Licensee hereby takes a non-exclusive license to supply the Audits and certifications in the Geographic Region under the terms and conditions herein contained ("**License**").

Term of License

- 2.3 The License granted pursuant to clause 2.2 shall commence on the Commencement Date and, unless terminated earlier in accordance with clauses 14 or 15.4, continues for the duration of three years, and may be extended thereafter in accordance with clause 2.4 ("**Term**").

Extension

- 2.4 The Licensee may extend the Term of this Agreement for up to three further consecutive periods each of three years by giving three months written notice to the Licensors and payment of any necessary fees.

3 Payment

License Fee and Royalty payable

- 3.1 In consideration of the rights hereby granted by the Licensors to the Licensee, the Licensee shall pay the Licensors the license fee prescribed in Item 6 of Schedule 1 ("**License Fee**") on the Commencement Date and the Royalty described in clause 3.2.

Amount of Royalty

- 3.2 Subject to clause 3.5, the Licensee shall pay the Licensors a Royalty ("**Royalty**") for each GSTC endorsed certificate they have issued at the rates prescribed in Item 7 of Schedule 1.

Minimum Annual Royalty

- 3.3 Subject to clause 3.4, the Royalty paid by the Licensee to the Licensors each year must be equal to or greater than the minimum annual Royalty set out in Item 8 of Schedule 1 ("**Minimum Annual Royalty**").

Adjustment of Royalty and Minimum Annual Royalty

- 3.4 The Minimum Annual Royalty and the rate of the Royalty stipulated in clause 3.2 may be adjusted on each December 31, starting on 31 December 2011, by an amount determined by the Licensors.

Payment of Royalty

- 3.5 Royalty is payable under clause 3.2 based on the numbers of GSTC-Approved certificates issued or reissued in the three months to the end of each quarter ending March 31, June 30, September 30 and December 31, and shall be paid to the Licensors within 30 days of receiving an invoice from the Licensors.
- 3.6 Additional payments referred to in clause 3.3 (if any) shall be paid at the time of payment of the Royalty for the quarter ended December 31 each year.

Manner of payment

- 3.7 All sums payable by the Licensee to the Licensors under this clause 3 shall be paid in USD by electronic bank transfer to a bank account specified by the Licensors.

4 Licensee's undertakings and acknowledgments

Licensee's undertakings

- 4.1 The Licensee undertakes and agrees with the Licensors that it will:

- (a) exercise its best efforts to promote, sell and provide the Audit and Certification Services commencing on the Commencement Date and to arrange for adequate financing and professional management for the provision of the Audit and Certification Services;
- (b) exercise its rights under this License and deliver the Audit and Certification Services in accordance with the requirements set out in the current version of the GSTC Approval Manual or GSTC Accreditation Manual, as appropriate;
- (c) offer the Audit and Certification Services in all parts of the Geographic Region and not promote or sell or provide the Audit and Certification Services outside of the Geographic Region without having obtained the prior written approval of the Licensor which the Licensor may in its absolute discretion grant or refuse;
- (d) use its best endeavours to meet the demand for the Audit and Certification Services;
- (e) use the GSTC Approved Logo on Audit Material and on promotional material to advertise the Audit and Certification Services and only use the Trade Marks in accordance with this Agreement and the conditions outlined in the relevant parts of the "GSTC Approved Logo Terms of Use", published by the Licensor (see Appendix 1);
- (f) to distribute the GSTC Tick Logo to Clients who have been Certified only in accordance with the "GSTC Tick Logo Terms of Issuance", published by the Licensor (see Appendix 2). To issue the GSTC Tick Logo only to clients who have been certified within the scope of the GSTC Approval. Licensee must only issue the GSTC Tick Logo when it is accompanied by the "GSTC Tick Logo Terms of Use" published by the Licensor (see Appendix 3). Licensor may change the GSTC Approved Logo Terms of Use, the GSTC Tick Logo Terms of Issuance and the GSTC Tick Logo Terms of Use from time to time. Licensee understands and agrees that Licensor shall be considered an intended third party beneficiary with the right to enforce the provisions of the GSTC Tick Logo Terms of Use and any Sublicense Agreements Licensee enters into with a Client for the use of the GSTC Intellectual Property, as provided in clause 21.7;
- (g) not use:
 - (i) the Intellectual Property;
 - (ii) the Confidential Information;
 - (iii) other materials provided to the Licensee by the Licensor; or
 - (iv) to the extent it relates to the GSTC Criteria or is marked with the Certification Trade Marks or is marked with the words contained in clause 4.1(i), the Audit Materials,except for the purposes of and in accordance with the terms and conditions of this Agreement;
- (h) include as appropriate the words:

"© Global Sustainable Tourism Council. All rights reserved"

on all Audit Materials, manuals, instructions, certificates and promotional material related to GSTC of any type whether printed or in electronic storage format and in a style and font so that the words are clearly legible. However, the Licensee shall not make any representations either implied or explicit that it is an agent of the Licensor for any purpose or that the Licensor in any way endorses or accepts responsibility for the words or actions of the Licensee;
- (i) pay for the entire cost of all printing, art work, production of electronically stored information and any other such costs for any material used, sold or distributed by the Licensee in relation to the audit and Certification Services;
- (j) not make any statement in any promotional or other material or to any person in respect of the audit and Certification Services or the GSTC Criteria, which is a misrepresentation or which breaches the law;
- (k) not, nor will any Related Party of the Licensee, nor any of the employees, consultants, contractors or agents of any of them, during the Term, or for 24 months thereafter, in their own right develop and sell any new Certification Body proprietary scheme competing with the GSTC Program;

Licensee's acknowledgments

4.2 The Licensee acknowledges and agrees with the Licensor that:

- (a) nothing in this Agreement confers upon the Licensee any proprietary rights in the Intellectual Property, the Copyright or any copyright arising as a result of the provision of the audit and Certification Services by the Licensee or otherwise, and:

- (i) the Intellectual Property and all Intellectual Property Rights are and shall remain the sole property of the Licensors and the Licensee undertakes and agrees that neither the Licensee nor any of its Related Parties, employees, consultants, contractors, agents or Auditors shall at any time or in any way whatsoever dispute the validity of any Intellectual Property Rights or the Licensors' ownership of the Intellectual Property and shall not assist any other party to so dispute them;
 - (ii) it will not cause or permit anything to be done which may damage or endanger the Intellectual Property or the Intellectual Property Rights;
 - (iii) it has no claim whatsoever to any rights of ownership in the Intellectual Property or the Intellectual Property Rights and warrants that no such claim will be made in the future unless by agreement with the Licensors; and
 - (iv) the Licensee shall not have the right to authorise or sublicense any Person or entity to promote or sell the Audit and Certification Services or the Intellectual Property or the Intellectual Property Rights to any other party, unless otherwise specified in this Agreement;
- (b) the Licensors will not organise or supply support services for the delivery of the Audit and Certification Services;
 - (c) the Licensee shall have no right to enter into any agreement for or on behalf of the Licensors;
 - (d) the Licensors may at its own discretion amend or vary the GSTC Program at any time and for any reason whatsoever and the amended or varied GSTC Approval Manual or GSTC Accreditation Manual, as appropriate, will form part of this Agreement, and the provisions in clause 21.1 do not apply to any such amendment or variation;
 - (e) the Licensors may appoint third parties to also provide the Audit and Certification Services and neither the Licensors has made representations to the Licensee, and in particular has made no representations and has provided no warranty as to the commercial profitability or success of the Licensee in providing the Audit and Certification Services, other than as set out in this Agreement; and
 - (f) the Licensors may include reference to the Licensee, the Licensee's Clients who have obtained Certification and Auditors on a register and make the register publicly available.

Withholding Taxes, VAT and other indirect Taxes

- 4.3 The Licensee agrees that all payments referred to in clause 3 are to be received in full by the Licensors without deduction of withholding taxes, Value Added Tax or any other indirect taxes in the Licensee's country. Should the Licensee be required by law to withhold tax, VAT or any other indirect taxes on the amounts payable to the Licensors, then such amounts shall be grossed up so that the net amount received by the Licensors shall be equal to the payments prescribed in clause 3.
- 4.4 The additional amount payable under clause 4.3 must be paid to the Licensors at the same time as the original consideration for the delivery of the Audit and Certification Services must be paid or provided.
- 4.5 The Licensors must provide the Licensee on request with a Tax Invoice to enable the Licensee to claim a tax credit for the Tax that is payable on any supply made by the Licensors under this Agreement.

5 Licensors' undertakings and acknowledgment

Licensors' undertakings

- 5.1 The Licensors undertakes and agrees with the Licensee that:
 - (a) it will provide to the Licensee within 30 days after the Commencement Date one controlled copy of all relevant documents and other materials necessary to enable the Licensee to provide the Audit and Certification Services in accordance with the requirements of the **GSTC Approval Manual** or **GSTC Accreditation Manual**, as appropriate, and this Agreement; and
 - (b) it will provide to the Licensee, at a charge determined by the Licensors, such assistance and support as the Licensee may reasonably require to acquire knowledge of all of the Licensors' technical, commercial and other know-how relating to the delivery of the Audit and Certification Services.

Licensors' warranties

- 5.2 The Licensors hereby warrants to the Licensee that it has full power and authority to enter into and perform its obligations under this Agreement.

6 Licensor's Contract Manager

Appointment

- 6.1 The Licensor shall appoint the Contract Manager specified in Item 9 of Schedule 1, as its authorised representative.

Replacement

- 6.2 The Licensor reserves the right at any time during the currency of this Agreement to replace the Contract Manager, in which case the Licensor shall notify the Licensee in writing details of the replacement Contract Manager.

Authority

- 6.3 The Contract Manager may exercise any of the powers to be exercised by the Licensor under this Agreement except that the Contract Manager is not authorised to waive the Licensee's compliance with any provisions of this Agreement or to consent to an assignment by the Licensee pursuant to clause 12.2.
- 6.4 Any direction which the Contract Manager gives to the Licensee within the authority conferred by clause 6.3 shall be deemed to have been given to the Licensee by the Licensor.

Licensee's correspondence

- 6.5 Any notice or correspondence from the Licensee to the Licensor, including communications under clause 9 and notices under clause 14 and clause 15.4, shall be given by the Licensee to the Contract Manager at the address specified in Item 9 of Schedule 1.

7 Quality control

Licensor's approval

- 7.1 The Licensee shall not modify documents and other materials referred to in clause 5.1 of this agreement, without prior written approval of the Licensor.

Inspection at Licensor's request

- 7.2 The Licensor or its nominee may at any reasonable time during the Term make written request to:
- (a) inspect any Audit Materials;
 - (b) inspect the Licensee's procedures and protocols that relate to the delivery of the Audit and Certification Services; and
 - (c) audit the Licensee's delivery of the Audit and Certification Services,
- to establish the quality of the Licensee's delivery of the Audit and Certification Services and the Licensee shall not unreasonably refuse such request and shall provide all reasonable assistance to the Licensor in making such inspection or Audit. The Licensee shall pay the cost incurred by the Licensor for the inspection and audit if a breach of contract that warrants termination is identified.

Notification

- 7.3 The Licensee shall immediately notify the Licensor in writing if any Related Party of the Licensee commences delivering the Audit and Certification Services in locations not specified in the Geographic Region specified in Item 5 of Schedule 1.

Auditors

- 7.4 The Licensee shall ensure that it only employs sub-contracts or otherwise engages as Auditors Persons or organisations who satisfy the requirements and qualifications prescribed for Auditors and subcontractors in the GSTC GSTC Approval Manual or GSTC Accreditation Manual, as appropriate.

8 Reports and Records

Notification of change in Certification

- 8.1 The Licensee shall immediately give the Licensor written notice if the Licensee revokes, suspends, withdraws, cancels or in any way changes any Client's Certification.

Maintaining records

8.2 The Licensee shall keep full and accurate records required by the GSTC manuals and this Agreement during the Term.

Inspection of records

8.3 The Licensee shall keep all Client records and audit reports for a period of five years after a change of Certification referred to in Clause 8.1 and shall retain all other records referred to in clause 8.2 for the currency of this agreement and as specified in clause 14.5(g) and shall make them available to the Licensor for inspection and/or copying upon request by the Licensor.

9 Modifications and improvements

New Intellectual Property

9.1 The Licensor and the Licensee shall promptly communicate in writing all details of any know-how, improvement or modification relating to or derived from the GSTC Program ("**the New Intellectual Property**") developed at any time during the Term.

Ownership

9.2 The New Intellectual Property shall at all times be the property of the Licensor and:

- (a) no consideration shall be payable by either the Licensee or the Licensor for the New Intellectual Property; and
- (b) the New Intellectual Property shall be deemed to be part of the Intellectual Property and shall be covered by the provisions of this Agreement.

Protection

9.3 The Licensee shall disclose all information and execute all documents and declarations and do such things as may be necessary to vest in the Licensor the right to apply for registration for protection of the New Intellectual Property both in the Geographic Region and in any other place.

Confidentiality

9.4 Any communication as to New Intellectual Property by one Party shall be treated by the other Party as confidential until such time as such New Intellectual Property comes into the public domain other than by breach of this Agreement.

10 No representations or warranties

Own examination

10.1 The Licensee acknowledges that it has entered into this Agreement in reliance upon its own examination and evaluation of the GSTC Program and not upon any (or any alleged) statement, warranty, condition or representation made or alleged to have been made by the Licensor or its employees or agents other than as contained in this Agreement.

Approval of Government bodies

10.2 The Licensee covenants that prior to entering into any contract, agreement or arrangement and delivering the Audit and Certification Services in any part of the Geographic Region it will be Approved or Accredited to do so and it will obtain all legally necessary consents and approvals from the relevant government and from all relevant statutory and other bodies (including pursuant to any exchange control regulations) to enable it to carry out its activities in such part of the Geographic Region and perform its obligations under this Agreement.

11 Licensee's indemnity and insurance

Licensee's Responsibility for use of Intellectual Property

11.1 The Licensee assumes full responsibility for the use or failure to use or misuse or other purported use of the Intellectual Property in connection with the provision of the Audit and Certification Services or otherwise and shall indemnify the Licensor, and shall keep the Licensor indemnified, defended and held harmless against and in respect of any and all claims, demands, losses, costs, expenses, legal fees and disbursements, obligations, liabilities, damages, account of profits, recoveries and deficiencies (including interest and penalties) by any third party or otherwise to the extent attributable to the use, failure to use, misuse or other purported use of the Intellectual Property by the licensee howsoever arising.

Indemnification

- 11.2 Excluding materials developed and supplied by the Licensor, the Licensee shall immediately give the Licensor written notice of and shall indemnify the Licensor, and shall keep the Licensor indemnified, defended and held harmless against and in respect of any and all claims, demands, losses, costs, expenses, legal fees and disbursements, obligations, liabilities, damages, account of profits, recoveries and deficiencies, including interest and penalties, that the Licensor may incur or suffer to the extent arising or resulting from:
- (a) any breach or failure by the Licensee to perform any of its representations, warranties, undertakings, obligations or agreements arising out of or in connection with this Agreement;
 - (b) any claim against the Licensor arising from the negligence or strict liability of the Licensee or for product liability, breach of statutory duty or otherwise against the Licensee;
 - (c) any performance, non-performance or purported performance of the Audit and Certification Services; or
 - (d) any acts or omissions by the Licensee or its employees, agents or contractors;
- except when such claims, demands, losses, costs, expenses, legal fees and disbursements, obligations, liabilities, damages, account of profits, recoveries and deficiencies, including interest and penalties, arise out of Licensor's proven negligence.
- 11.3 The indemnification contained in clauses 11.1 and 11.2 are continuous obligations, separate and independent from the other obligations of the Licensee and survive termination of this Agreement for whatever reason. It is not necessary for the Licensor to incur expense or make payment before enforcing a right of indemnification conferred by this Agreement.

Insurance

- 11.4 The Licensee agrees that Public Liability and Professional Indemnity Insurance shall be the responsibility of the Licensee who shall arrange and maintain a minimum coverage appropriate to its activities. Upon request of the Licensor, the Licensee shall provide evidence of the existence of all insurance during the Term of this Agreement.
- 11.5 The Licensee must ensure that any contracts of insurance entered into pursuant to clause 11.2 include the Licensor and its respective officers, directors, employees and agents as additional insured.

12 Assignment and Liability

Assignment by Licensor

- 12.1 The Licensee acknowledges that the Licensor may, at any time, transfer or assign its rights and obligations under this Agreement.

Assignment by Licensee

- 12.2 The Licensee acknowledges that this Agreement is personal and that it will not (and will not agree to) assign all or any part of the benefit of or its interest in this Agreement, without the prior written consent of the Licensor (which the Licensor may in its absolute discretion, and without giving reasons, grant or refuse) and in any event subject to the Licensor satisfying itself concerning the financial good standing and professional and technical competence and reputation of the proposed assignee.
- 12.3 Any assignment pursuant to clause 12.2 must be subject to the assignee entering into a deed whereby it covenants to be bound by the terms of this Agreement in terms acceptable to the Licensor.

Liability

- 12.4 The Licensee will remain liable under this Agreement and will indemnify the Licensor against any claim the Licensor may suffer as a result thereof.

13 Infringement

Notice

- 13.1 Each Party shall give immediate written notice to the other Party of any infringement or alleged infringement of the Intellectual Property Rights and/or Copyright and/or any unauthorised dissemination or use of Confidential Information in the Geographic Region.

License to assist proceedings

- 13.2 If the Licenser identifies, commences or is involved in any proceedings for infringement of the Intellectual Property Rights and/or Copyright and/or any unauthorised dissemination or use of Confidential Information, or any part thereof in the Geographic Region, the Licensee will upon request by the Licenser give to the Licenser all information in its possession with respect to the infringement or suspected infringement and will join with the Licenser in bringing the said proceedings, if so requested by the Licenser. Cost and damages
- 13.3 Where the Licensee and the Licenser successfully prosecute to judgment any proceedings, the costs thereof and incidental thereto and any damages recovered thereby shall be borne and shared pro rata between them in the proportions that their individual damages for loss as adjudged be as to the total damages recovered by the Licensee and the Licenser and otherwise shall be borne equally between them.

14 Termination**Termination by notice****14.1 This Agreement may be terminated immediately by notice in writing to the other Party:**

- (a) by the Licenser in the case of misconduct by the Licensee or any its Auditors involved in providing the Audit and Certification Services to a Client;
- (b) by the Licenser if the Licensee fails to pay any payment pursuant to clause 3 within 60 days from written notice by certified mail;
- (c) by the Licenser if the Licensee has not complied with the GSTC Manuals, related documents and this Agreement;
- (d) by the Licenser if the Licensee ceases to hold Approval or Accreditation in the Geographic Region;
- (e) by the Licenser if the Licensee fails to maintain insurance as outlined in Clause 11.4 and Clause 11.5;
- (f) by the Licenser where in its reasonable opinion there has been a change in the composition of the shareholders of the Licensee which results in an effective change in control of the Licensee (change in control shall mean a change of legal entity controlling over 50% of the voting rights of Licensee),
- (g) by the Licenser where there is evidence that the Licensee has used Auditors that do not comply with the GSTC Manuals and related documents, or Auditors who have been found to have a conflict of interest as outlined in the GSTC Manuals;
- (h) by either Party if an administrator, receiver, receiver and manager, official manager or provisional liquidator is appointed over the assets of the other Party, or where an order is made or a resolution is passed for the winding up of the other Party, whether voluntary or involuntary (except for the purposes of reconstruction or amalgamation provided that the control of the resultant company remains the same as the present control of the other Party) or the other Party ceases to carry on business;
- (i) by either Party if the other Party commits a breach of its obligations hereunder and fails to remedy the same within 14 days of receipt of a written notice from the first Party requiring it to remedy the breach or, in the case of a breach which is not capable of being remedied, if that Party has failed to fully compensate the first Party within such 14 day period for all loss suffered by the first Party by reason of that breach; and
- (j) by either Party if both parties agree to the termination in writing.

Automatic termination

- 14.2 This Agreement shall automatically terminate on the expiration or termination of the last surviving Copyright or Certification Trade Mark or other legal protection of the Intellectual Property (whichever is the latest) arising out of or in connection with the GSTC Program.

Termination without prejudice

- 14.3 The termination of this Agreement shall be without prejudice to any rights of either Party against the other accrued up to the date of such termination.

Position on termination

14.4 If this Agreement is terminated:

- (a) the Licensee will cease to be entitled to use and will cease to use the Intellectual Property and the rights granted pursuant to this Agreement;
- (b) the Licensee will cease to provide the Audit and Certification Services;
- (c) the Licensee within seven days of the date of such termination shall notify the Licensor in writing of the total quantity and details of all Units of Audit and Certification Services commenced but not completed at that time and shall assign all of its rights in any binding contracts or agreements for the delivery of such Units of Audit and Certification Services to the Licensor or to the licensor's nominee;
- (d) the Licensee shall pay the Royalty in accordance with clause 3 and shall pay to the Licensor such additional amount as shall be necessary to increase the aggregate of the Royalty paid for the current year to an amount equal to the Minimum Annual Royalty on a pro rata basis to the date this Agreement is terminated;
- (e) the Licensee shall, unless otherwise directed by the Licensor, return to the Licensor all records referred to in clause 8.3 and all prototypes, documents, manuals, papers, plans, specifications, advertising brochures, writings and any other forms of material expression of the GSTC Criteria (whether recorded in physical, electronic or other means) in its possession;
- (f) the Licensee, Related Parties of the Licensee and employees, and contractors of the Licensee shall cease to and shall not thereafter use, promote or display or permit the use of any material referred to in clause 14.5(e) that may remain in their possession and shall not represent themselves as having the right to use such material;
- (g) the Licensee will maintain all its records referred to in clause 8.2 for a period of five years from the date of termination of this Agreement and the Licensor giving reasonable notice shall have the right to inspect, audit and copy such books and records during that period; and
- (h) the Parties will cooperate and do all acts and things reasonably required to properly conclude matters pursuant to this Agreement.

15 Force majeure

- 15.1 No Party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay or failure is due to force majeure, including but not limited to, act of God, compliance with law, storm, flood, earthquake, war, rebellion, revolution or strike or any other event, happening or occurrence beyond the reasonable control of any Party. For the purposes of this clause, the term "force majeure" shall not include shortage of funds or cash flow difficulties.
- 15.2 On the occurrence of any event of force majeure causing a failure to perform or delay in performance, the Party so affected shall immediately provide written notice to the other Party of such date and the nature of such force majeure and the anticipated period of time during which the force majeure conditions are expected to persist.
- 15.3 The Party so affected shall make all reasonable efforts to reduce the effect of any failure or delay caused by the event of force majeure.
- 15.4 If the force majeure conditions persist for 90 days or more, the Party so affected may terminate this Agreement by giving 30 days' prior written notice to the other Party.

16 Confidentiality**Information to be kept confidential**

- 16.1 Each Party shall hold all Confidential Information in strictest confidence and shall only use it for the purpose for which it was provided and shall not disclose or make available any Confidential Information to any third party without the prior written consent of the other Party or unless the information is necessarily disclosed in the publication by the Licensor of any Intellectual Property or the prosecution of any Intellectual Property Rights relating to the GSTC Program.

Permitted disclosures

- 16.2 Notwithstanding clause 16.1, the Parties will be entitled to disclose the GSTC Program and/or Confidential Information relating thereto:

- (a) to that Party's intellectual property attorneys, solicitors or any other person or body, including professional advisers, agents or independent contractors provided such disclosure is necessary to protect or advise upon or exercise the rights of that Party in relation to the GSTC Criteria or this Agreement;
- (b) to its employees but shall restrict such disclosure to only those employees necessary to exercise the Party's rights under this Agreement;
- (c) as required by law or by the rules of any stock exchange or regulatory agency having jurisdiction over a Party or any of its Related Parties provided that the Parties shall use their reasonable endeavours to agree on the wording of any statement or announcement to the stock exchange or agency; and
- (d) in respect of the Licensor, to other bona fide parties who have been granted or may be granted a license by the Licensor to make, use, exercise, sell or otherwise deal with the GSTC Criteria, provided that in each case the Licensor does not disclose Confidential Information about the Licensee or the business of the Licensee to any other licensee for the GSTC Criteria or any other party that may reasonably be considered a competitor in the same markets as the Licensee.

Deeds of confidentiality

- 16.3 The Licensee shall, at the request of the Licensor, require all or any of the persons referred to in clauses 16.2(a) and (b) to whom any Confidential Information of the Licensor is disclosed, to execute a deed of confidentiality on terms acceptable to the Licensor, which may contain such provisions as may be reasonably necessary to protect the Licensor from unauthorised disclosure of Confidential Information.

Notification of disclosure

- 16.4 If a Party proposes to disclose Confidential Information in accordance with clause 16.2, it must give prompt notice to the other Party of the proposed disclosure before the disclosure is made.

Consents

- 16.5 Where consent from the other Party is required for any proposed disclosure, the consent must not be unreasonably withheld.

Restrictions on disclosure

- 16.6 Where a disclosure of Confidential Information is authorised under this Agreement, the Party disclosing Confidential Information must endeavour to limit the amount of Confidential Information disclosed to the extent reasonably required to accomplish the desired purpose.

17 Notices

- 17.1 A notice, approval, consent or other communication pursuant to this agreement:
- (a) must be in writing; and
 - (b) must be left at the address of the addressee or sent by prepaid ordinary post or if by facsimile to the facsimile of the addressee:
 - (i) if to the Licensor as prescribed in Item 9 of Schedule 1
 - (ii) if to the Licensee as prescribed in Item 10 of Schedule 1
- 17.2 Either Party may be entitled to change such address for notices by giving written notice to that effect to the other.
- 17.3 Notice will be deemed given:
- (a) in the case of hand delivery, upon written acknowledgment or receipt by an officer or other duly authorised employee, agent or representative of receiving party;
 - (b) in the case of posting, ten business days after despatch; and
 - (c) in the case of facsimile, upon completion of transmission, confirmed by a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of

the recipient notified for the purpose of this clause, provided such transmission is completed during or before normal working hours, and, if not, on the business day subsequent to completion of transmission.

18 Costs

- 18.1 Each Party will pay its own legal fees incidental to the preparation and execution of this Agreement. All stamp duty (if any) shall be paid by the Licensee.

19 Dispute resolution

- 19.1 If there is a dispute with respect to payments outlined in clause 3 of this Agreement ("**Dispute**"), then either Party may serve on the other Party a notice of the Dispute and before resorting to external dispute resolution mechanisms, the Parties shall attempt to settle the Dispute by negotiation in good faith as expeditiously as possible.
- 19.2 Despite the existence of a Dispute, each Party shall continue to perform its obligations under this Agreement.
- 19.3 Nothing in this clause 19 prohibits either Party from commencing legal proceedings at any time or from exercising any of its rights under this Agreement, including but without limitation a right to terminate this Agreement under clause 14, as each Party sees fit in its absolute discretion.

20 Governing law and jurisdiction

- 20.1 This Agreement is governed by, and interpreted in accordance with the substantive laws of the District of Columbia in the United States of America, exclusive of any rules with respect to conflicts of laws.
- 20.2 Without preventing any other mode of service, any document in an action (including, without limitations, any writ of summons or other originating process or any third or other party notice) may be served on any Party by being delivered to or left for that Party at its address for service of notices under clause 18.
- 20.3 All proceedings shall take place in the District of Columbia and shall be conducted in English.

21 General

Varying Agreement

- 21.1 Subject to clause 4.2(d), no variation, modification or waiver of any provision of this Agreement nor consent to any departure by any part there from shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by the Parties, and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

Waiver

- 21.2 No failure, delay, relaxation or indulgence on the part of either Party in exercising any power or right conferred upon such Party in terms of this Agreement shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other or future exercise thereof or the exercise of any other power or right under this Agreement.

Severability

- 21.3 If any provision (whether a whole clause or not) of this Agreement shall be invalid, not enforceable or illegal in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions shall be and continue to be valid and enforceable in accordance with their terms.

Entire agreement

- 21.4 Except where reference is made in this Agreement to other documents or provisions of other documents, this Agreement constitutes the sole and entire agreement between the Parties and no warranties, representations, guarantees or other terms or conditions of whatsoever nature not contained and recorded herein shall be of any force or effect.

Survival on termination

- 21.5 The undertakings, conditions and provisions of the Agreement that are capable of having effect after the expiration of this Agreement, including but not limited to such covenants, conditions and provisions set out in clauses 1, 2, 3, 4, 5, 7, 8, 9, 11, 12, 13, 14 and 16 shall remain in full force and effect following the expiration of this Agreement.

No partnership

- 21.6 Nothing in this Agreement will constitute or be taken to constitute either Party to this Agreement as the agent, partner, joint venturer or employee of the other for any purposes whatsoever and neither Party will hold out any other Party to this Agreement as his agent, partner, joint venturer or employee. To the extent permitted at law, any act or omission of either Party shall not bind or obligate the other except as expressly set forth in this Agreement.

Third party beneficiary

- 21.7 Licensee understands and agrees that Licensor shall be considered an intended third party beneficiary with the right to enforce the provisions of any Sublicense Agreements Licensee enters into with a Client for the use of the GSTC Intellectual Property.

Schedule 1: Particulars of Agreement

Item 1

Licensors

GLOBAL SUSTAINABLE TOURISM COUNCIL,
5739 Presley Way
Oakland, California 94618
United States of America

Item 2

Licensee

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXX
XXXXX
XXXXXX

Item 3

Commencement Date (clause 1.1)

XXXXXXth day of XXX x201x

Item 4

Term (clause 2.3)

From the Commencement Date until terminated pursuant to clauses 14 or 15.4.

Item 5

Geographic Region (clause 1.1)

Main Geographic Region: XXXX
Additional Geographic Region(s): XXXXXXXX

Item 6

License Fee (clause 3.1)

Nil

Item 8

Royalty (clause 3.2)

Annual Certification Royalty
8.1 USD \$250 per certificate issued (all eligible certificate holders are issued the GSTC Tick Logo and royalty is paid for all)

The rate of Royalty is revised each December 31)

Item 8

Minimum Annual Royalty (clause 3.3)

USD \$1000

Item 9

Licensors' Contract Manager (clause 6.1)

Randy Durband - Chief Executive Officer
GLOBAL SUSTAINABLE TOURISM COUNCIL,
5739 Presley Way
Oakland, California 94618
United States of America

Phone: +1 415 378 3572
Email: ceo@gstcouncil.org
Web site: www.gstcouncil.org

Item 10

Licensee Contract Manager (clause 17.1)**Primary Contact:**

XXXXX XXXX

XXXXX XXXX

Phone: +XX XXXXXXXXXXXXXXXXXXXX

Fax: +N/A
Email: xxxXXXXxxx@XXX
Web site: www.xxxxxxxxxx.xxx

Secondary Contact:

Insert Name and address of Licensee secondary contact

Phone: +
Fax: +
Email:
Web site:

Execution page

EXECUTED on the day of 201_

Signed for and on behalf of **the Global Sustainable Tourism Council** by its authorized signatory:

.....
Signature of authorized person

.....
Signature of witness

.....
Name of authorized person (block letters)

.....
Name of authorized person (block letters)

.....
Office held

.....
Office held

Signed for and on behalf of **LICENSEE** by its authorized signatory:

.....
Signature of authorized person

.....
Signature of witness

.....
Name of authorized person (block letters)

.....
Name of authorized person (block letters)

.....
Office held

.....
Office held

Contents

License Agreement

Appendix 1

GSTC Approved Logo Terms of Use,

Appendix 2

GSTC Tick Logo Terms of Issuance"

Appendix 3

GSTC Tick Logo Terms of Use

Appendix 2

Terms of Use GSTC-Accredited Logo

GSTC Integrity Program - Certified Sustainable Tourism



"GSTC-Accredited Logo" - Terms of Use

Fundamental Eligibility of Use

1. The "GSTC-Accredited Logo" (as per the image above) may only be used by a GSTC-Accredited certification program.
2. The "GSTC-Accredited Logo" may only be used when it has been issued to the GSTC-Accredited certification program in accordance with a Certification Body License Agreement.
3. Where a certification programs only has GSTC Approval for the higher levels of their certification and/or for only some of the tourism sectors they certify, or some geographic regions. A certification program may only use the "GSTC-Accredited Logo" where it clearly only pertains to the scope of the GSTC Approval or GSTC Accreditation.

Use Subject to These Terms

4. Any use of the "GSTC-Accredited Logo" is subject to these terms of use.
5. The use of the "GSTC-Accredited Logo" is an acknowledgement of, and agreement to these terms of use.

Ownership of Logo

6. The intellectual property of the "GSTC-Accredited Logo", the trademark of the footprint device and control of the use of the GSTC logos, image and names remains with the GSTC at all times.

Use Whilst Certified

7. The "GSTC-Accredited Logo" may only be used whilst the certification program remains GSTC-Accredited.
8. In the event that the GSTC-Accredited status is removed, ceased, suspended, is not renewed or is removed certification, the certification program must immediately cease use of the "GSTC-Accredited Logo".
9. In the event that the certification program is no longer GSTC-Accredited, or the program ceases trading or is wound up the program must immediately cease use of the "GSTC-Accredited Logo".

Permitted Uses

10. The "GSTC-Accredited Logo" may only be used to promote the GSTC-Accredited status of the certification program.
11. The "GSTC-Accredited Logo" may only be used on printed, electronic and broadcast media where it clearly pertains to the scope of the actual program with GSTC-Accredited status.
12. The "GSTC-Accredited Logo" may NOT be used where it may infer approval of other certification programs or any scope of certification beyond the limits of the scope of GSTC Approval.

13. The "GSTC-Accredited Logo" may only be used where it has a contrasting background and is of a size with the text component being readable by a person of average eyesight.

14. The "GSTC-Accredited Logo" may only be used where it is complete with all elements of the Logo.

15. The "GSTC-Accredited Logo" may be used on its own or alongside any logo used by the certification program.

16. The "GSTC-Accredited Logo" may only be used on signage, name plates etc. where the full logo is included.

Use by Third Party

17. The GSTC-Accredited Logo may not be used by a third party and may not be used by a business or destination certified the GSTC-Accredited Certification program (who may use the GSTC Tick Logo, subject to Terms of Use).

Record of Use

18. The certification program must keep a digital and/or physical archive of all uses of the "GSTC-Accredited Logo" (e.g. brochures, downloads of web pages, photos of signs etc.). This must be provided to the GSTC if requested.

Cessation of Use

19. If the certification program must cease using the "GSTC-Accredited Logo" this means that the logo must be removed from all electronic media (websites, social media etc.) within one month and any use on signage, name plates etc. must be removed within three months.

20. If the certification program must cease using the "GSTC-Accredited Logo" this means that no further printed or physical materials with the logo may be produced. Any existing physical material may continue to be distributed only for three months.

Other GSTC Logos

21. To avoid any doubt, a GSTC-Accredited certification program may use the "GSTC Tick Logo" as an example of the logo it issues to certified businesses or destinations.

Definitions

GSTC - Global Sustainable Tourism Council

"GSTC-Accredited Logo" - The image presented at the top of the page and any variants provided by the GSTC including date variants.

Appendix 3

Terms of Issuance-Tick Logo

GSTC Integrity Program - Certified Sustainable Tourism



"Tick Logo" - Terms of Issuance by GSTC-Approved Certification Bodies

Fundamental Eligibility of Use

1. The GSTC "Tick Logo" (as per the image above) may only be used by a tourism hotel, tour operator or destination which has been certified by a GSTC Accredited or GSTC Approved certification program.

2. The GSTC Tick Logo may only be used when it has been issued to the tourism hotel, tour operator or destination by a GSTC Accredited or GSTC Approved certification program.

NOTE: Some certification programs only have GSTC Approval or Accreditation for the higher levels of their certification, for particular geographic regions and/or for only some of the tourism sectors they certify. A certification program may only issue the GSTC Tick Logo to a hotel, tour operator or destination which is certified within the included scope of the GSTC Approval or GSTC Accreditation.

Issuance of the GSTC Tick Logo Subject to These Terms

3. Any issuance of the GSTC Tick Logo by a GSTC Approved or Accredited certification program is subject to these terms of issuance.

4. The issuance of the GSTC Tick Logo by a certification program to a certified business or destination is an acknowledgement of, and agreement to these terms of issuance.

Ownership of Logo

5. The intellectual property of the GSTC Tick Logo, the trademark of the footprint device and control of the use of the GSTC logos, image and names remains with the GSTC at all times.

Date on Logo

6. The GSTC will provide a new logo to GSTC Accredited and Approved certification bodies for distribution to their certificate holders by 1 July each year which will be dated for the following calendar year.

Issuance only Whilst GSTC Approved or Accredited

7. The GSTC Tick Logo may only be issued whilst the certification program remains GSTC Approved or Accredited.

Issuance only to certified

8. The GSTC Tick Logo may only be issued to a tourism hotel, tour operator or destination certified by a GSTC Accredited or GSTC Approved certification program.

9. In the event that the GSTC Accredited or GSTC Approved certification program is no longer GSTC Accredited or Approved, or the GSTC Accredited or GSTC Approved program ceases trading or is wound up, the GSTC Tick Logo may not be issued.

Permitted Issuance

10. The GSTC Tick Logo may only be issued with the "GSTC Tick Logo Terms of Use". Suitable graphical and digital representations may be distributed only when accompanied by the "GSTC Tick Logo Terms of Use".

11. The GSTC Tick Logo may only be issued where it is complete with all elements of the Logo, including the date.

12. The GSTC Tick Logo may only be issued during the year which the Logo is dated and during the six months prior to that year (e.g. the "2016" dated logo may be issued from 1 July 2015 until 30 December 2016).

Record of Issuance

13. The certification program must keep a digital and/or physical archive of all issuance of the GSTC Tick Logo including contact details of the recipient certified businesses or destinations. This must be provided to the GSTC if requested.

14. An annual report must be provided to the GSTC by 30 July each year with a complete list of GSTC Tick Logo recipients in the year up to 30th of June. NOTE another annual reporting date may be mutually agreed in writing.

Other GSTC Logos

15. To avoid any doubt, a certification program MAY NOT issue the GSTC Approved or GSTC Accredited logo to a certified hotel, tour operator or destination.

Definitions

GSTC - Global Sustainable Tourism Council

GSTC Tick Logo - The image presented at the top of the page and any variants provided by the GSTC including date variants.

Appendix 4

Terms of Use-Tick Logo

GSTC Integrity Program - Certified Sustainable Tourism



"Tick Logo" - Terms of Use

Fundamental Eligibility of Use

1. The GSTC "Tick Logo" (as per the image above) may only be used by a tourism hotel, tour operator or destination which has been certified by a GSTC Accredited or GSTC Approved certification program.

2. The GSTC Tick Logo may only be used when it has been issued to the tourism hotel, tour operator or destination by a GSTC Accredited or GSTC Approved certification program.

NOTE: Some certification programs only have GSTC Approval or Accreditation for the higher levels of their certification and/or for only some of the tourism sectors they certify. A certification program may only issue the GSTC Tick Logo to a hotel, tour operator or destination which is certified within the included scope of the GSTC Approval or GSTC Accreditation.

Use Subject to These Terms

3. Any use of the GSTC Tick Logo is subject to these terms of use.

4. The use of the GSTC Tick Logo is an acknowledgement of, and agreement to these terms of use.

Ownership of Logo

5. The intellectual property of the GSTC Tick Logo, the trademark of the footprint device and control of the use of the GSTC logos, image and names remains with the GSTC at all times.

Date on Logo

6. The GSTC will provide a new logo to GSTC Accredited and Approved certification bodies for distribution to their certificate holders by 1 July each year which will be dated for the following calendar year.

Use Whilst Certified

7. The GSTC Tick Logo may only be used whilst the tourism hotel, tour operator or destination remains certified by a GSTC Accredited or GSTC Approved certification program.

8. In the event that the GSTC Accredited or GSTC Approved certification program removes, ceases, suspends, fails to renew or removes certification, the hotel, tour operator or destination must immediately cease use of the GSTC Tick Logo.

9. In the event that the GSTC Accredited or GSTC Approved certification program is no longer GSTC Accredited or Approved, or the GSTC Accredited pre GSTC Approved program ceases trading or is wound up, the hotel, tour operator or destination must immediately cease use of the GSTC Tick Logo.

Permitted Uses

10. The GSTC Tick Logo may only be used to promote the certified status of the actual hotel, tour operator or destination that is certified by a GSTC Accredited or GSTC Approved certification program.

11. The GSTC Tick Logo may only be used on printed, electronic and broadcast media where it clearly pertains to the status of the actual hotel, tour operator or destination that is certified by a GSTC Accredited or GSTC Approved certification program.

12. The GSTC Tick Logo may NOT be used where it may infer certification of other bodies or tourism products (e.g. use by a hotel group for all of group promotion where all hotels and not certified by a GSTC Accredited or GSTC Approved certification program).

13. The GSTC Tick Logo may only be used where it has a contrasting background and is of a size with the text component being readable by a person of average eyesight.

14. The GSTC Tick Logo may only be used where it is complete with all elements of the Logo, including the date.

15. The GSTC Tick Logo may only be used during the year which the Logo is dated and during the six months prior to that year (e.g. the "2016" dated logo may be used from 1 July 2015 until 30 December 2016).

16. The GSTC Tick Logo may be used on its own or alongside any logo provided by the GSTC Accredited or GSTC Approved certification program.

17. The GSTC Tick Logo may only be used on signage, name plates etc. where the full logo, including the date is included.

Use by Third Party

18. Any use by a third party (e.g. in a travel agent or wholesalers brochure, or on an online travel agencies website) must be approved by the actual hotel, tour operator or destination that is certified by a GSTC Accredited or GSTC Approved certification program and is subject to these terms of use.

Record of Use

19. The hotel, tour operator or destination must keep a digital and/or physical archive of all uses of the GSTC Tick Logo (e.g. brochures, downloads of web pages, photos of signs etc.). This must be provided to the GSTC if requested.

Cessation of Use

20. If the certified hotel, tour operator or destination must cease using the GSTC Tick Logo this means that the logo must be removed from all electronic media (websites, social media etc.) within one month and any use on signage, name plates etc. must be removed within three months.

21. If the certified hotel, tour operator or destination must cease using the GSTC Tick Logo this means that no further printed or physical materials with the logo may be produced. Any existing physical material may continue to be distributed only until the earlier of the replacement of the material without the logo or 30 June in the year after the logo's date. For example if brochures have been printed using the 2016 Logo, they may only be distributed until 30 June 2017.

Other GSTC Logos

22. To avoid any doubt, a certified hotel, tour operator or destination MAY not use the GSTC Approved or GSTC Accredited Logo.

Definitions

GSTC - Global Sustainable Tourism Council

GSTC Tick Logo - The image presented at the top of the page and any variants provided by the GSTC including date variants.