



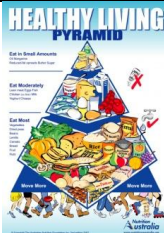
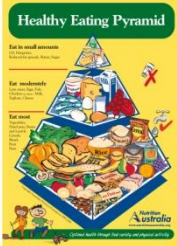
### Application to use Nutrition Australia Intellectual Property

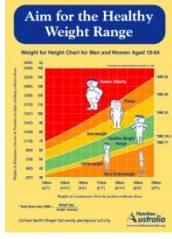
All individuals, publishers and organisations must apply in writing to the Victorian Division for permission to use Nutrition Australia’s Intellectual Property (please allow up to 10 working days for processing).

You **need to apply for permission** if you wish to reproduce, photocopy or include Nutrition Australia’s Intellectual Property in any printed or online/electronic material you produce.

You **do not need to apply for permission to display** any of our **posters** or if you are **photocopying 50 or less** of Nutrition Australia’s Intellectual Property if it is for educational purposes only and you are not benefiting financially (e.g. photocopying 30 fact sheets for a class room activity).

#### Nutrition Australia’s Intellectual Property includes:

Description	Image or word
Trade Mark No. 1425173 for Nutrition Australia (logo):	
Trade Mark No. 1425171	'Nutrition Australia' (word)
The Healthy Eating Pyramid © 3 <sup>rd</sup> edition, 2015	
The Healthy Living Pyramid © 2 <sup>nd</sup> edition, 2007 (rescinded)	
The Healthy Eating Pyramid © 1 <sup>st</sup> edition, 1999 (rescinded)	

<p>The Healthy Eating Pyramid for Lacto-ovo Vegetarians © 1st edition, 1999 (rescinded)</p>	
<p>The Spend Right Eat Right Pyramid© 1st edition, 2009 (rescinded)</p>	
<p>The Food and Play Poster© 1st edition, 2009 (rescinded)</p>	
<p>The Aim for the Healthy Weight Range graph ©</p>	
<p>Fact sheets, written content or publications created by Nutrition Australia</p>	<p><a href="http://www.nutritionaustralia.org/national/resources">http://www.nutritionaustralia.org/national/resources</a></p>



**Permission request steps:**

1. Read the 'Conditions of Use' document	Pages 4
2. Read Annexure A – Directions for Use	Page 6
3. Read Annexure B – Licence Fee and Term	Page 7
4. Fill in the application form	Pages 8 & 9
5. Insert accompanying text	
6. Submit application and pay fee	
7. Allow up to 10 working days for processing	

Please note that each application is for **one edition** of a piece of work and **is not transferable** to a new edition or another format.

Submit application form to:

E-mail: [vic@nutritionaustralia.org](mailto:vic@nutritionaustralia.org)  
Fax: 03 9348 0178  
Enquiries: 03 8341 5800  
Post: Nutrition Australia Vic Division  
118 Cardigan Street, Carlton VIC 3053



## Nutrition Australia Intellectual Property – Conditions of Use

1. Upon receipt of the Licence Fee, Nutrition Australia grants to you, the applicant, a non-exclusive, non-assignable licence to use the Nutrition Australia Intellectual Property for the Term, unless terminated earlier or the Term extended by agreement between the parties in writing.
2. You acknowledge and agree that:
  - a. all right, title and interest in, and relating to, the Nutrition Australia Intellectual Property, are and at all times remain, the property of and under the control of Nutrition Australia;
  - b. you do not acquire any right, title or interest in any of the Nutrition Australia Intellectual Property, save for any right to use expressly granted in these conditions;
  - c. when using Nutrition Australia Intellectual Property, you must clearly indicate in an appropriate location that your use of the Nutrition Australia Intellectual Property is under licence from Nutrition Australia;
  - d. you must use the Nutrition Australia Intellectual Property as directed by Nutrition Australia set out in **Annexure A**, or as otherwise notified to you from time to time;
  - e. you must not contest or oppose or assist any other person to contest or oppose any application for registration of the Nutrition Australia Intellectual Property, or similar or substantially similar words or logos to the Nutrition Australia Intellectual Property, as trade marks or as business or company names;
  - f. you must not transfer the licence to use the Nutrition Australia Intellectual Property granted to you without the prior written consent of Nutrition Australia, which consent Nutrition Australia may grant or withhold in its sole discretion; and
  - g. all the goodwill and other rights and interests arising from your use of the Nutrition Australia Intellectual Property belong at all material times to Nutrition Australia.
3. In consideration for the licence granted in these conditions, you must pay Nutrition Australia the Licence Fee as required by **Annexure B**. Payment is due in full at the time the application is made and before you use any of the Nutrition Australian Intellectual Property, unless otherwise agreed.
4. If Nutrition Australia notifies you that it wishes to modify, discontinue or substitute the use of any of the Nutrition Australia Intellectual Property or use one or more additional or substitute trade marks, then:
  - a. you must immediately comply with that notice; and
  - b. use the modified, additional or substitute trade marks in accordance with the terms of this Agreement;
  - c. cease to use any trade marks declared by Nutrition Australia to be obsolete; and
  - d. undertake, at your cost, all reasonable reprints and modifications to promotional material, letterhead, business cards, stationery and uniforms as are reasonably required by Nutrition Australia.Nutrition Australia is not liable to you or any other person for any loss, cost or damages arising from any change under this clause.
5. Nutrition Australia may terminate this licence:
  - a. if you are in breach of any one of these conditions; or
  - b. by giving you 14 days written notice to that effect.
6. Upon termination of this agreement:
  - a. All of your rights and licences to use any of the Nutrition Australia Intellectual Property revert to Nutrition Australia without the need for any other step to be taken;
  - b. You must immediately:



- i. stop using and displaying in any manner the Nutrition Australia Intellectual Property or anything which imitates or is deceptively similar to these things;
  - ii. deliver up to Nutrition Australia all forms, stationery, business cards, advertising material and any other printed matter and signs used which bear, or include, the Nutrition Australia Intellectual Property;
  - iii. if requested by Nutrition Australia, grant Nutrition Australia or its agents right of entry and access to the Business to recover any material bearing or relating to the Intellectual Property.
  - iv. cease using the Nutrition Australia Intellectual Property;
7. Nutrition Australia may, in its sole discretion, at any time during the Term assign all right, title and ownership to Nutrition Australia Intellectual Property, or part thereof and provide you written notice of the assignment. If there is an assignment, Nutrition Australia may either, in its sole discretion, assign all of its rights and all of its obligations in these conditions or terminate this licence.
8. No consent or waiver, express or implied by Nutrition Australia to, or of, any breach of any covenant, condition or duty of the Licensee shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.
9. Nutrition Australia does not expressly or impliedly warrant that Nutrition Australia Intellectual Property is or will remain suitable or adequate for all or any of your purposes.
10. These conditions are governed by the laws of the State of Victoria and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that State.
11. Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to these conditions (including, but not limited to, the execution of documents).
12. This agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
13. In these conditions the following words are defined as follows:
- a. **Licence Fee** means the fees payable to use the Nutrition Australia Intellectual Property, as set out in Annexure B and as may be varied or update from time to time.
  - b. **Nutrition Australia Intellectual Property** means all copyright, trade mark rights, patent rights, design rights or any other intellectual property rights subsisting in or created during the development of the following:
    - The 'Nutrition Australia' Logo (Registered Trade Mark No. 1425173)
    - The word mark 'Nutrition Australia' (Registered Trade Mark No. 1425171)
    - The Healthy Living Pyramid ©
    - The Healthy Eating Pyramid ©
    - The Healthy Eating Pyramid for Lacto-ovo Vegetarians ©
    - The Food and Play Pyramid©
    - The Spend Right Eat Right Pyramid ©
    - The Aim for the Healthy Weight Range graph ©
    - Fact sheets, written content or publications created by Nutrition Australia [www.nutritionaustralia.org](http://www.nutritionaustralia.org)
    - All other artwork, graphics, puzzles etc
    - Information from Nutrition Australia's publications ©
  - c. **Term** means the duration of this License, as set out in Annexure B.
  - d. **You** means you, the applicant, your trading entity, employees, agents or related parties.

## Annexure A – Directions for Use

Permissions granted are for one edition of a piece of work and are not transferable to a new edition or a different format.

<b>Nutrition Australia Intellectual Property</b>	<b>Directions and Limitations on Use</b>
<p><i>The Healthy Living Pyramid</i></p> <p><i>The Healthy Eating Pyramid</i></p> <p><i>The Healthy Eating Pyramid for Lacto-ovo Vegetarians</i></p> <p><i>The Spend right Eat Right Pyramid</i></p> <p><i>The Food and Play Pyramid</i></p>	<ol style="list-style-type: none"> <li>1. The image and the labels must be used together (unless otherwise approved eg. one possible exception being a free standing model).</li> <li>2. The image and the wording must reproduced exactly as shown on the example provided. No lists of food can be incorporated.</li> <li>3. The proportions of the Pyramid and its divisions must not be altered in any way.</li> <li>4. The Pyramid is qualitative rather than quantitative, therefore no serving sizes are to be incorporated.</li> <li>5. The Pyramid can be published either filled with food or without food. In either instance these guidelines apply.</li> <li>6. If the decision is to use the Pyramid diagram filled with food then               <ol style="list-style-type: none"> <li>a. It must depict a variety of foods, both fresh and processed.</li> <li>b. There cannot be any brand names shown.</li> <li>c. Composite foods must not be used, e.g. pizza, pies, stew, cake. The Pyramid represents basic foods only.</li> </ol> </li> <li>7. If the decision is to use the pyramid diagram filled with food then The words '© Copyright The Australian Nutrition Foundation Inc.' must appear adjacent to the diagram along its sloping base</li> <li>8. The title must be 'The Healthy Living Pyramid', 'The Healthy Eating Pyramid' or 'The Healthy Eating Pyramid for Lacto-ovo Vegetarians', 'The Spend Right Eat Right Pyramid', 'The Food and Play Pyramid' No other titles are accepted.</li> </ol>
<p><b><u>Aim for a Healthy Weight, graph</u></b></p>	<ol style="list-style-type: none"> <li>1. The Healthy Weight Range graph, its heading, labels and numbering must be reproduced exactly as on current copy of this artwork.</li> <li>2. The figures depicting human shapes can be omitted if desired. If having artwork sent please request this on application.</li> <li>3. The words '© The Australian Nutrition Foundation Inc.' must appear adjacent to the graph. NB Persons using this graph should read the detail of its purpose and limitations. This appears on our web site <a href="http://www.nutritionaustralia.org/">http://www.nutritionaustralia.org/</a> or a copy can be provided upon request.</li> </ol>
<p><b><u>All other artwork, graphics, puzzles etc</u></b></p>	<ol style="list-style-type: none"> <li>1. All such artwork must be faithfully reproduced unless any alterations are agreed to during the granting of permission to reproduce. Any such agreement must be in writing and signed jointly by the applicant and the responsible person within The Australian Nutrition Foundation Inc.</li> <li>2. The words 'reproduced with the permission of The Australian Nutrition Foundation Inc.' must appear adjacent to the artwork.</li> </ol>
<p><b><u>Extracts</u></b></p>	<ol style="list-style-type: none"> <li>1. All extracts will be reproduced within quotation marks or indented, depending on the style chosen by the publisher, and be preceded or followed by the words: ' reproduced with the permission of The Australian Nutrition Foundation Inc.'</li> <li>2. All extracts will be reproduced exactly as they appear in the original copy. If the publication includes a bibliography then The Australian Nutrition Foundation Inc. publication from which the extract is taken must be listed herein</li> </ol>



## Annexure B – License Fee & Term

Please note that all prices include GST

### Printed materials

- Community groups, hospitals, schools, universities **who do not** have a sponsor for their project will be assessed and **may** be able to use property free of charge. If there is a sponsor, fees below will be applicable.
- Publishers of educational **books** that are to be sold, free educational **printed** materials produced for Government projects, a costume or mural will incur the following costs:  
For a print run up to **50,000**:
  - \$205 (incl GST) per graphic / per 100 words + \$85 (incl GST) processing & administration feeFor a print run of greater than **50,000**:
  - \$330 (incl GST) per graphic / per 1000 words + \$85 (incl GST) processing & administration fee
- Registered businesses will pay:  
For **one off use**:
  - \$945 (incl GST) per graphic or 1000 words of text + \$85 (incl GST) processing & administration feeFor a **series** to be published over a period of time for no more than 12 months:
  - \$1,890 (incl GST) per graphic or 1000 words of text + \$85 (incl GST) processing & administration fee
  - For enquiries in regards to the Nutrition Australia logo to be displayed on a website, please contact Nutrition Australia Victorian Division directly for the costing.

### Digital formats

- Any internet usage of property will incur an additional \$280 (incl GST) fee
- Any internet usage of property must show Nutrition Australia web site address adjacent to the property used: <http://www.nutritionaustralia.org/>
- DVDs, CD Rom, e-books, software or other digital format in which material is central to the sense of the whole program, fee \$1,845 (incl GST). Where it is used as part of an explanation, description or food guide, fee \$320 (incl GST).

### Television advertisement

- Where the image is supportive of, but not central to an advertisement, fee \$1,600 (incl GST)
- Where the image is directly referred to in the advertisement the minimum, fee \$2,425 (incl GST). Each advertisement will be assessed according to usage length of exposure.

**Cost of artwork:** CD ROM: \$85 (incl GST)

**Breach of copyright:** a minimum fee of \$1,575 (incl GST) (adjusted depending on time involved following up) + arrears fee for usage.

**Term:** to be determined on a case by case basis by Nutrition Australia in consultation with the applicant.



**Application to use the Nutrition Australia Intellectual Property**

**Applicant's details:**

Date:	
Organisation:	
Contact name:	
Contact no:	
Email:	
Billing address:	
City:	State: Postcode:

**I am applying to use:**

- The 'Nutrition Australia' Logo (Registered Trade Mark No. 1425173)
- The word mark 'Nutrition Australia' (Registered Trade Mark No. 1425171)
- The Healthy Living Pyramid ©
- The Healthy Eating Pyramid ©
- The Healthy Eating Pyramid for Lacto-ovo Vegetarians ©
- The Aim for the Healthy Weight Range graph ©
- Food and Play Figurines ©
- Fact sheets © or information from www.nutritionaustralia.org
- All other artwork, graphics, puzzles etc
- Information from Nutrition Australia's publications ©
- Please clarify what information - cite name and date of original publication:

\_\_\_\_\_

List URL (website address): \_\_\_\_\_

- Information from a Nutrition Australia publication  
Please list name of publication: \_\_\_\_\_

List section / text to be used: \_\_\_\_\_

**Description of the work in which the property is to be used:**

\_\_\_\_\_

\_\_\_\_\_





Name of author/publisher: \_\_\_\_\_  
\_\_\_\_\_

Expected publication date: \_\_\_\_\_

Number to be published (print run): \_\_\_\_\_

Target audience: \_\_\_\_\_

How will this work be distributed? \_\_\_\_\_

Cost (approx. retail price): \_\_\_\_\_

Is this work part of a funded, sponsored project? (Brief details)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I will require a copy of the artwork in the following format (tick one):

- Email                       CD-ROM (extra charge)

File preference (tick one):

(Please select carefully. The cost is per file, therefore if you find that you have requested the wrong file and request another, there will be an extra charge)

- JPEG       PDF       EPS

This artwork should be sent to: (give name + postal or email address)

\_\_\_\_\_  
\_\_\_\_\_

I agree to comply with the 'conditions of use' required by The Australian Nutrition Foundation Inc.

Signed.....

**IMPORTANT**

Please attach the copy of the text that will accompany the intellectual property for which you request permission.