

Certified copy
pursuant to section 175(2)(b)
of the *Trade Marks Act 1995*

Peter Keel
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Commissioner

8/2/11
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Date

**RULES
for the use of
THE HEALTHY KIDS CERTIFICATION TRADE MARK
of the**

HEALTHY KIDS ASSOCIATION INCORPORATED

THE HEALTHY KIDS CERTIFICATION TRADE MARK

1. The Trade Mark is the mark which is Australian registered trade mark number 1270106.
2. The purpose of the Trade Mark is to provide consumers with an easily recognisable symbol that indicates that an Approved Product is lower in energy and/or total fat and/or saturated fat and/or sodium or higher in fibre and/or calcium than foods from the same food category. The Trade Mark will assist consumers choose healthier options for children at point of sale.
3. These Rules apply to:
 - (1) all Applicants applying to use the Trade Mark after the date of approval of these Rules by the Registrar; and
 - (2) all Licensees whose Licences are executed by the Healthy Kids Association Incorporated ("**Association**") after the date of approval of these Rules by the Registrar.

DEFINITIONS

4. In these Rules:
 - (1) "Analysis" means chemical analysis of a Proposed or Approved Product undertaken by an independent, National Association of Testing Authorities (**NATA**) accredited laboratory to Association of Official Analytical Chemists (**AOAC**) standards, or to similar standards approved by the Association for the purposes of these Rules;
 - (2) "Applicant" means a party in the process of applying to use the Trade Mark;
 - (3) "Approved Product" means a product approved in accordance with Rule 9 as being a product in association with which the Trade Mark may be used;
 - (4) "Association" means Healthy Kids Association Incorporated (ARBN 127 294 615, ABN 21 610 083 187) with its office at 123 Midson Road, Epping, NSW 2121;
 - (5) "Association Policies" means the policies, procedures and guidelines developed and maintained by the Association as amended from time to time;
 - (6) "Category" means a category of food specified in the first column of the table in Schedule 1;
 - (7) "Dietitian or Nutritionist" means a nutritionist or dietitian with an appropriate tertiary qualification in nutrition and/or dietetics;
 - (8) "Licence" means a written agreement with the Association licensing the use of the Trade Mark in connection with an Approved Product;

- (9) "Licence Fee" means the fee payable by the Licensee to the Association for the grant of a Licence, calculated in accordance with the process set out in Schedule 2;
- (10) "Licensee" means a party other than the Association who has entered a Licence;
- (11) "Nutritional Criteria" with respect to a Proposed Product or Approved Product means, the nutritional criteria developed by the Association as set out in the second column of the table in Schedule 1 which corresponds to the Category which as determined by the Association encompasses that Proposed Product or Approved Product;
- (12) "Product Category" means the product category listed in Schedule 1.
- (13) "Promotional Material" means any materials used or to be used with respect to an Approved Product or Proposed Product, including broadcasts, recordings and transmissions, including, but not limited to, packaging, posters, brochures, health professional resources, merchandise, editorials, demonstrations, educational material, media releases and print, radio, telephone, television, website and email advertising;
- (14) "Proposed Product" means a product that is submitted to the Association for evaluation as to suitability for approval to be used with respect to the Trade Mark;
- (15) "Registrar" means the Registrar of Trade Marks;
- (16) "Rules" means the rules herein provided as amended from time to time and includes any schedules to these rules prescribed from time to time;
- (17) "Trade Mark" means the certification trade mark described in Rule 1 of these Rules.

5. In these Rules where the context permits or requires:

- (1) words in the singular include the plural, words in the plural include the singular, and words importing the masculine gender include the feminine and neuter;
- (2) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (3) a statute, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:
 - (a) that Statutory Provision as amended or re-enacted from time to time;
 - (b) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - (c) another regulation or other statutory instrument made or issued under that Statutory Provision;
- (4) a reference to an entity, group or association includes that entity's, group's or association's successors or assigns;
- (5) a reference to money is to Australian dollars.

6. In these Rules "including" and similar expressions are not words of limitation.

PROPERTY IN THE TRADE MARK

- 7. The Trade Mark is the absolute property of the Healthy Kids Association Incorporated and must not be used in Australia by any person except with the authority of the Association.

USE OF THE TRADE MARK BY THE ASSOCIATION

8. The Association may use the Trade Mark for administrative, educational, advertising and promotional purposes.

GRANT OF A LICENCE TO USE THE TRADE MARK

9. The Association will grant a Licence to Applicants who make an application for such a Licence in accordance with these Rules, provided:

- (1) a Dietitian or Nutritionist determines that:
 - (a) the Proposed Product of the Applicant:
 - (i) meets the Nutritional Criteria for the relevant Product Category; or
 - (ii) is within a 10% range of meeting each of the criterion of the Nutritional Criteria provided the Association has determined that due to the overall nutritional value of the Proposed Product, this is sufficient for the purposes of these Rules;
 - (b) the nutrition information panel on the packaging of the Proposed Product is consistent with the Analysis for that Proposed Product;
- (2) if required by the Association, the Applicant pays the applicable fee for the assessment of the matters referred to in Rule 9(1).
- (3) the Association is satisfied that:
 - (a) the Promotional Material of the Proposed Product complies with the Australia New Zealand Food Standards Code;
 - (b) the Applicant has demonstrated in writing that it will comply with the requirements of these Rules, and any other Association Policies which the Association deems relevant;
 - (c) the Proposed Product and Promotional Material of the Proposed Product, including without limitation the name and ingredients of the Proposed Product, is suitable for children; and
 - (d) both the use of the Trade Mark on the Proposed Product and the Promotional Material will not mislead the public or offend the provisions of the *Trade Practices Act 1974* (Cth) or the guidelines on misleading conduct set out by the Australian Competition and Consumer Commission from time to time.

10. A Licence will normally be granted for a period of twelve months, but a Licence for another period may be granted when, in the opinion of the Association, the circumstances are appropriate. In such circumstances, the Licence Fee will be calculated on a pro rata basis.

APPLICATION AND PROCEDURES FOR OBTAINING PERMISSION TO USE THE TRADE MARK

11. Subject to Rule 12, an application for a Licence may be made to the Association, in the manner permitted by the Association from time to time.
12. An application for a Licence must specify each Proposed Product with respect to which a Licence is sought and include:
 - (1) samples of each Proposed Product;
 - (2) any Promotional Material with respect to each Proposed Product; and

either:

- (3) an Analysis with respect to each Proposed Product; or
 - (4) a request for the Association to arrange for an Analysis for each Proposed Product in which case the application must include all the information, data, and details required by the Association to enable the Analysis to be undertaken to its satisfaction.
13. Where the Applicant requests the Association to arrange for the Analysis on the Applicant's behalf, the laboratory conducting the Analysis may require the Applicant to pay a fee for the Analysis, in which case, the fee is to be paid by the Applicant and will not be refunded under any circumstances.
 14. If a Dietitian or Nutritionist determines that all samples of a Proposed Product meet the Nutritional Criteria, the Association will notify the Applicant of such and consider the other conditions for grant of a Licence set out in Rule 9.
 15. If a Dietitian or Nutritionist determines that one or more of the samples of a Proposed Product do not meet the Nutritional Criteria, the Association will refuse to grant a Licence to the Applicant in connection with that Proposed Product, and will notify the Applicant of its refusal to grant a Licence.

POLICIES, PROCEDURES AND GUIDELINES

16. The Association may make policies, procedures and guidelines not inconsistent with these Rules on all matters relevant to the Trade Mark including, without limitation:
 - (1) Licensees or Licences;
 - (2) use of the Trade Mark;
 - (3) Promotional Material;
 - (4) fees payable by the Applicant for an assessment conducted under Rule 9(1); and
 - (5) any matters that may bring the Association into disrepute or affect the integrity or reputation of the Trade Mark.
17. Licensees must comply with:
 - (1) the Association Policies current as at the commencement of their Licences;
 - (2) any changes to the Association Policies which are required by law; and
 - (3) any new Association Policies or any changes to existing Association Policies in the next applicable Promotional Material print run or within 6 months (whichever is earlier), after notice from the Association.
18. Upon request from a Licensee, the Association may in its absolute discretion grant a Licensee an extended period of time in which to implement any changes required by a new Association Policy or a change to an existing Association Policy.
19. Subject to Rule 17(3), the Licensee must immediately comply with any directions or instructions from the Association, in relation to remedying any non-compliance with the Association's policies relevant to the Trade Mark.

REPUTATION OF THE TRADE MARK

20. The Association is concerned to ensure that the reputation and integrity of the Trade Mark is maintained and therefore:

- (1) Licensees must respect the aims and objectives of the Association and must not:
 - (a) act in a manner that is likely to adversely affect the interests of the Association in the Trade Mark or may bring the Trade Mark or Association into disrepute; or
 - (b) engage in any passing off, misleading or deceptive conduct in relation to the Trade Mark or Association; and
- (2) organisations that manufacture tobacco or tobacco products are not eligible to use the Trade Mark.

LICENCE FEES AND INTEREST

21. It will be a condition of each Licence that the Licensee pays to the Association the Licence Fee.
22. Licence Fees are based on the actual gross revenue of a Proposed or Approved Product during the term of the Licence. In order for the Association to calculate and/or verify the applicable Licence Fee, the Applicant or Licensee (as applicable) must provide a certified statement as to gross revenue for each Proposed or Approved Product in the manner and form and for the time period required by the Association.
23. If the gross revenue for an Approved Product is shown to be greater than the amount used by the Association to calculate the Licence Fee, the Licence Fee will be recalculated by the Association using the actual gross revenue for the Approved Product and any additional amount will become payable on written notice to the Licensee.
24. The Association may charge Licensees interest on any payments pursuant to these Rules that are overdue, in accordance with the terms of the Licence.

USE OF THE TRADE MARK

25. Persons who do not have a current Licence are not permitted to use the Trade Mark.
26. Licensees must comply with the terms and conditions of their Licence in using the Trade Mark.
27. Licensees may only use the Trade Mark in association with an Approved Product:
 - (1) with respect to which the Licensee holds a Licence; and
 - (2) which meets the Nutritional Criteria or where Rule 9(1)(a)(ii) applies is within a 10% range of meeting each of the criterion of the Nutritional Criteria.
28. Licensees must ensure that at all times the Promotional Material complies with the Australia New Zealand Food Standards Code.
29. Licensees must submit samples of all Promotional Material (including, for the avoidance of doubt, reformulations of Promotional Material which has previously been approved by the Association) for an Approved Product bearing the Trade Mark to the Association for approval prior to use or distribution. Approval will be based on compliance with these Rules and in particular Rules 9(3)(a) and 9(3)(d).
30. If Licensees are advertising products that are not Approved Products together with Approved Products, the Licensee must clearly distinguish the Approved Products from the products that are not Approved Products.
31. The Association may, from time to time, review:
 - (1) an Approved Product and any related materials;

- (2) Promotional Materials and/or the manner in which the Trade Mark are being used by the Licensee; and
- (3) any other matter or thing connected with compliance with these Rules;

to ensure that the Licensee continues to comply with the requirements of these Rules.

32. In the event that any one or more of these Rules is found to have been breached, the Association will notify the Licensee of the breach and the Licensee must, within such reasonable time as the Association directs, either:
 - (1) rectify the breach;
 - (2) deal with any Promotional Material for the Approved Product as though the Licence for the Approved Product has been surrendered; or
 - (3) surrender the Licence granted and cease using the Trade Mark.

ACTION BY A LICENSEE ON EXPIRY OR TERMINATION OF A LICENCE

33. Upon expiry, termination or surrender of a Licence, the Licensee:
 - (1) agrees not to use the Trade Mark in its Promotional Material; and
 - (2) as the Association directs, must:
 - (a) destroy; or
 - (b) deliver up; or
 - (c) otherwise deal with;
all Promotional Material bearing the Trade Mark, or
 - (d) modify all Promotional Material so as to completely obscure the Trade Mark.

AMENDMENT OF THE RULES

34. The Association may vary these Rules at any time and at its absolute discretion by applying to the Australian Competition and Consumer Commission (**Commission**) for permission to make such alteration, and no proposed alteration of these Rules shall have effect until the Commission has approved such alteration in accordance with the provisions of section 178 of the *Trade Marks Act 1995* (Cth). The Association will give written notice to all Licensees and Applicants of any variation of the Rules and the date from which the variation will have effect.
35. The Association will provide the Registrar on request, and will make available to the public by appointment on a confidential basis, copies of any Association Policies relevant to the Trade Mark.

INSPECTION OF RULES AND REGISTER OF AUTHORISED USERS

36. The Association will keep at its principal office a copy of these Rules, and that copy will be open to the inspection of the public by appointment.
37. The Association will establish and maintain a register containing details of all Licensees. Details of Licensees will be available for inspection by the public by appointment.

DISPUTE RESOLUTION

38. If a dispute arises in relation to any matter or thing connected with these Rules, the parties to the dispute must co-operate with each other and do all things reasonably necessary to confer with each other within 7 days of a party to the dispute giving notice to the other parties of the dispute.
39. If a matter is not resolved in accordance with Rule 38, a party may give to the other party notice specifying the dispute and requiring its resolution under this Rule 39 (**Notice of Dispute**). Once a Notice of Dispute has been given, the parties to the dispute will act in accordance with the following process:
- (1) the principal executive officers of each party must confer within 3 Business Days after the Notice of Dispute is given to try to resolve the dispute (**First Period**);
 - (2) if the dispute is not resolved within 7 Business Days after the Notice of Dispute is given to the other party or parties, the dispute is by this Rule 39 submitted to determination by an Expert (**Hearing**). The Hearing must be conducted in New South Wales. The provisions of the "Rules for Expert Determination of Commercial Disputes" as published by the Institute of Arbitrators and Mediators Australia apply, except to the extent that they are inconsistent with this Rule 39;
 - (3) if the parties have not agreed upon the Expert and the Expert's remuneration within 7 Business Days after the First Period:
 - (a) the Expert is the person appointed by; and
 - (b) the remuneration of the Expert is the amount or rate determined by, the President of the Law Society of New South Wales (**President**) or the President's nominee, acting on the request of any party to the dispute;
 - (4) after considering such evidence as the parties may submit, including evidence requested by the Expert, and after each party has had an opportunity of being heard, the Expert shall decide the matter;
 - (5) the parties must pay the Expert's remuneration in equal shares. Each party must pay its own costs of the Hearing; and
 - (6) in this Rule 39, "Expert" has the same meaning given in the Rules for Expert Determination of Commercial Disputes as published by the Institute of Arbitrators and Mediators Australia, as amended from time to time.
- 39.2 Rules 38 and 39 do not prevent any party from obtaining any injunctive, declaratory or other interlocutory relief from a court which may be urgently required.

Schedule 1 – Nutritional Criteria For Each Product Category

The Association is continually reviewing the Nutritional Criteria and may change the Nutritional Criteria from time to time based on advice from the Healthy Kids Technical Advisory Group and also any variations to the current Core Food Groups and Australian Dietary Guidelines.

Product Category	Nutrient Criteria
VEGETABLES & LEGUMES	
Vegetables: fresh	Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: No applicable criteria Sodium: No applicable criteria Other Criteria: No Added Ingredients
Vegetables: canned	Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: No applicable criteria Sodium: <=200mg/100g Other Criteria: No Added Fat
Vegetables: frozen	Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: No applicable criteria Sodium: <=150mg/100g Other Criteria: No Added Fat
Vegetables: mashed as reconstituted	Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: <=0.5g/100g Sodium: <=150mg/100g & <=225mgs/serve Other Criteria: No applicable criteria
Vegetables: juiced (does not include fruit and vegetable juice combinations)	Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: No applicable criteria Sodium: <=250mg/100mL Other Criteria: 99% Vegetable Juice Content
Legumes: canned	Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: No applicable criteria Sodium: <=300mg/100g Other Criteria: No Added Fat
Legumes dried	Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: No applicable criteria Sodium: No applicable criteria Other Criteria: No Added Fat & No Added Salt
FRUIT	

Fruit: fresh	Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: No applicable criteria Sodium: No applicable criteria Other Criteria: No Added Confectionery & No Added Sugar
Fruit: processed (canned, tubs, purees; does not include fruit juice based beverages)	Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: No applicable criteria Sodium: No applicable criteria Other Criteria: >=50% Fruit and No Added Confectionery & No Added Sugar
Fruit: frozen (does not include fruit juice slushies)	Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: No applicable criteria Sodium: No applicable criteria Other Criteria: No Added Confectionery & No Added Sugar
Fruit: dried	Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: No applicable criteria Sodium: No applicable criteria Other Criteria: >=95% Dried Fruit, No Added Confectionery & No Added Sugar
BREAD & GRAIN PRODUCTS	
Bread, Bread Alternatives, and Fruit Bread: includes bread style muffins, rolls, flat breads, fruit bread. Does not include crackers or crispbreads	Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: <=1.5g/100g Sodium: <=450mg/100g Dietary Fibre: >=3g/100g (flat bread >=3g/100g or >=2g/serve) Other Criteria: No Added Confectionery
Breakfast Cereals: Ready to Eat cereals & hot cereals as prepared. Does not include liquid breakfast products	Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: <=2g/100g Sodium: <=300mg/100g Dietary Fibre: >=7.5g/100g Other Criteria: >=40% wholegrain ingredients. <=20g sugar/100g for non-fruit containing cereal and <=30g sugar/100g for fruit containing cereal
Pasta, Rice, Noodles - Plain: includes plain dried or fresh unfilled pasta, rice, couscous and noodles without sauce or fillings	Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: <=1g/100g Sodium: <=100mg/100g Other Criteria: No applicable criteria
Pasta, Rice, Noodles - Processed: includes gnocchi, filled pasta, dried pasta, rice, couscous & sauce side dishes. Does not include noodle cups	Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: <=1.2g/100g and <=2.4g/serve Sodium: <=200mg/100g and <=400mg/serve Other Criteria: No applicable criteria

Crumpets	Energy: <=600kJ/serve Total fat: No applicable criteria Saturated Fat: <=1.5g/100g Sodium: <=600mg/100g Dietary Fibre: >=3g/100g Other Criteria: No Added Confectionery
Pikelets and Pancakes: mixes as made up	Energy: <=600kJ/serve Total fat: No applicable criteria Saturated Fat: <=1.5g/100g Sodium: <=450mg/100g Dietary Fibre: >=3g/100g Other Criteria: No Added Confectionery
Buns and Scones - Sweet - includes scones, soft pretzels	Energy: <=900kJ/serve Total fat: No applicable criteria Saturated Fat: <=1.5g/100g Sodium: <=450mg/100g Dietary Fibre: >=3g/100g Other Criteria: No Added Confectionery
Buns and Scones - savoury - includes scones, soft pretzels	Energy: <=900kJ/serve Total fat: No applicable criteria Saturated Fat: <=3g/100g Sodium: <=450mg/100g Dietary Fibre: >=3g/100g Other Criteria: No applicable criteria
Filled sandwich, rolls and wraps. Does not include hot dogs	Energy: <=1100kJ/100g and <=1500kJ/serve Total fat: No applicable criteria Saturated Fat: <=5g/serve Sodium: <=600mg/100g Other Criteria: No applicable criteria
Filled or topped savoury bread style products. Does not include hot dogs	Energy: <=800kJ/100g and <=1500kJ/serve Total fat: No applicable criteria Saturated Fat: <=3g/100g Sodium: <=350mg/100g and <=700mg/serve Other Criteria: No applicable criteria
Biscuits: savoury	Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: <=2.5g/100g Sodium: <=450mg/100g Dietary Fibre: >=7g/100g if wheat based & >=3g/100g if rice based Other Criteria: No applicable criteria
Savoury dry snack foods: includes wholegrain and bread based	Energy: <=450kJ/serve Total fat: No applicable criteria Saturated Fat: <=1g/serve Sodium: <=150mg/serve Dietary Fibre: >=2g/serve Other Criteria: <=10g sugar/100g & No Added Confectionery
DAIRY PRODUCTS	
Milk unflavoured: includes soy and milk alternatives# #Milk alternatives (Rice, oat, soy milks) will be assessed on an individual basis to determine	Energy: No applicable criteria Total fat: <=2g/100mL Saturated Fat: <=1.5g/100mL Calcium: >=100mg/100mL Sodium: No applicable criteria

<p>suitability</p> <p>For dried, evaporated or condensed products, criteria are for the product reconstituted as per label instructions</p>	<p>Other Criteria: No applicable criteria</p>
<p>Milk flavoured -inc soy and milk alternatives#</p> <p>#Flavoured Milk alternatives (Rice, oat, soy milks) and liquid breakfast alternatives will be assessed on an individual basis to determine suitability</p> <p>Flavoured milks with caffeine containing ingredients will be assessed on an individual basis</p> <p>For dried, evaporated or condensed products, criteria are for the product reconstituted as per label instructions</p> <p>For milk flavourings, criteria are for the product prepared as per all the label instructions</p>	<p>Energy: <=900kJ/serve Total fat: <=2g/100mL Saturated Fat: <=1.5g/100mL Calcium: >=100mg/100mL Sodium: No applicable criteria Other Criteria: No applicable criteria</p>
<p>CHEESE ripened Examples: Cheddar, Gouda, Edam, Mozzarella, processed cheese, soy cheese</p>	<p>Energy: No applicable criteria Total fat: <=25g/100g Saturated Fat: <=17g/100g Sodium: <=750mg/100g Calcium: >= 700mg/100g Other Criteria: No applicable criteria</p>
<p>CHEESE unripened Examples: Ricotta, cottage, fetta, cream cheese</p>	<p>Energy: No applicable criteria Total fat: <=12g/100g Saturated Fat: <=7.5g/100g Sodium: <=400mg/100g Calcium: >=80mg/100g Other Criteria: No applicable criteria</p>
<p>Dairy Snack Foods includes Yoghurt, custard and drinking yoghurt</p>	<p>Energy: <=450kJ/100g and <=900kJ/serve Total fat: No applicable criteria Saturated Fat: <=1.5g/100g Sodium: No applicable criteria Calcium: >=100mg/100g Other Criteria: 80% dairy milk minimum content* No added confectionery No product extensions of confectionery lines * A minimum 50% dairy milk content will be considered dependant on ingredients</p>
<p>SALAD, SOUP, PASTA SAUCES</p>	
<p>Salads - preprepared inc dressing. Does not include pasta or rice salad.</p>	<p>Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: <=2g/100g Sodium: <=250mg/100g and <=750mg/serve Other Criteria: No applicable criteria</p>
<p>Soup: as reconstituted and served including noodle cups</p>	<p>Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: <=1g/100g and <=3g/serve Sodium: <=250mg/100g and <=750mg/serve</p>

	<p>Dietary Fibre: $\geq 1.5\text{g}/100\text{g}$ Other Criteria: Must contain at least 25% vegetables.</p> <p>For dried, evaporated or condensed products, criteria are for the product reconstituted as per label instructions.</p>
Pasta & Cooking Sauces: does not include gravy or stock	<p>Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: $\leq 1\text{g}/100\text{g}$ Sodium: $\leq 250\text{mg}/100\text{g}$ Other Criteria: No applicable criteria</p>
DIPS: includes Hommous, Tzatziki etc	<p>Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: $\leq 3\text{g}/100\text{g}$ Sodium: $\leq 400\text{mg}/100\text{g}$ Other Criteria: No applicable criteria</p>
NUT PRODUCTS	
Dried Fruit, Seed and Nut mixtures	<p>Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: $\leq 3\text{g}/\text{serve}$ Sodium: No added salt Other Criteria: No added sugar & No added confectionery</p>
Nut and Seed Mixtures	<p>Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: $\leq 5\text{g}/\text{serve}$ Sodium: No added salt Other Criteria: No added sugar & No added confectionery</p>
Nut spreads	<p>Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: $\leq 9\text{g}/100\text{g}$ Sodium: $\leq 50\text{mg}/100\text{g}$ Other Criteria: $\leq 7\text{g}$ sugar/100g & No added confectionery</p>
PROCESSED SEAFOOD PRODUCTS	
Processed Tuna: analysis is for drained product, or, where flavoured and to be consumed as purchased for the complete product. Does not include seafood and biscuit combination products. Components assessed separately.	<p>Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: $\leq 1\text{g}/100\text{g}$ Sodium: $\leq 350\text{mg}/100\text{g}$ Other Criteria: No applicable criteria</p>
Processed Salmon: analysis is for drained product, or, where flavoured and to be consumed as purchased for the complete product. Does not include seafood and biscuit combination products. Components assessed separately.	<p>Energy: No applicable criteria Total fat: No applicable criteria Saturated Fat: $\leq 2.5\text{g}/100\text{g}$ Sodium: $\leq 350\text{mg}/100\text{g}$ Other Criteria: No applicable criteria</p>

MEAT AND MEAT ALTERNATIVE MIXED SAVOURY PRODUCTS	
Ready to Eat Pasta/Rice/Noodle Meals: includes sushi and canned spaghetti. Does not include noodle cups.	Energy: <=800kJ/100g and <=1600kJ/serve Total fat: No applicable criteria Saturated Fat: <=3g/100g Sodium: <=350mg/100g and <=700mg/serve Other Criteria: No applicable criteria
Processed Meat, Poultry, Seafood and Meat Alternative products: includes burgers, patties, meatballs. Does not include luncheon meats, ham etc.	Energy: <=800kJ/100g Total fat: No applicable criteria Saturated Fat: <=3g/100g Sodium: <=350mg/100g Other Criteria: At least 50% meat, poultry, seafood or meat alternative and/or vegetable content
Eggs	Energy: No applicable criteria Total fat: No Added Fat Saturated Fat: No applicable criteria Sodium: No Added Salt Other Criteria: No applicable criteria
DRINKS	
Plain water: carbonated and still	Energy: 0kJ/100mL Total fat: No applicable criteria Saturated Fat: No applicable criteria Sodium: <=20mg/100mL Other Criteria: No added sugar, no added intense sweeteners
Smoothies: eg combinations of milk, yoghurt and fruit	Energy: <=900kJ/serve Total fat: <=2g/100mL Saturated Fat: <=1.5g/100mL Sodium: No applicable criteria Other Criteria: Ingredients must meet specific category criteria

Schedule 2 – Calculation of Licence Fee

- A. In consideration for the grant of a licence to use the Trade Mark pursuant to these Rules, Licensees other than industry associations shall pay to the Association, the following fees per annum:
- (1) In the case of a licence to use the Trade Mark in respect of product/s with a gross annual sales revenue of \$600,000 or less, a fee of \$2,000; or
 - (2) In the case of a licence to use the Trade Mark in respect of product/s with a gross annual sales revenue of between \$600,001 and \$35,000,000, a fee of \$2,000 PLUS a fee of 0.25% of gross annual sales revenue for that volume of gross annual sales revenue in excess of \$600,001; or
 - (3) In the case of a licence to use the Trade Mark in respect of Product/s with a gross annual sales revenue of more \$35,000,000, a fee calculated in accordance with clause A(2) of this Schedule 2, PLUS 0.10% of gross annual sales revenue for that volume of gross annual sales revenue in excess of \$35,000,000
- B. Notwithstanding clause A of this Schedule 2, the maximum annual licence fee in respect of any licence shall not exceed \$150,000.
- C. This Schedule applies to licence agreements for the use of the Trade Mark in Australia, and does not limit the rights of the Association in respect of licence fees outside Australia.

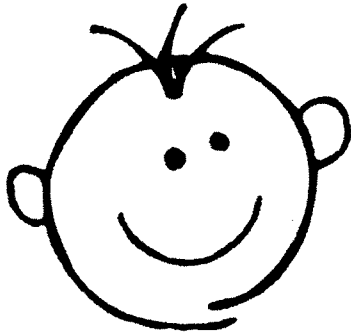
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Healthy Kids



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Trademark Logo's for NSW School Canteen Association T/A Healthy Kids SCA



Trademarked Logo: 661788



Trademarked Logo number: 1199023

Example(s) of Logo applying to trademark

