

Phosphate spreads & cheese **Have Less** cards



Peanut butter



**CDRO** Copyright—John Austin © Australia 2017.  
Licence Personal Use AHP-A0-6/2015 Expiry date: 31 Dec 2019

Phosphate spreads & cheese **Have Less** cards



Yeast spread



**CDRO** Copyright—John Austin © Australia 2017.  
Licence Personal Use AHP-A0-6/2015 Expiry date: 31 Dec 2019

Phosphate spreads & cheese **Have Less** cards



Parmesan  
cheese



**CDRO** Copyright—John Austin © Australia 2017.  
Licence Personal Use AHP-A0-6/2015 Expiry date: 31 Dec 2019

Phosphate spreads & cheese **Have Less** cards



Cheddar  
cheese



**CDRO** Copyright—John Austin © Australia 2017.  
Licence Personal Use AHP-A0-6/2015 Expiry date: 31 Dec 2019

## Health Professional Facilitator Information

You must at all times use your own professional judgement when using this resource

### Use of resource:

**Phosphate 'Have Less' Spreads & Cheese Cards** provide enlarged pictures of information on the phosphate handout to be used in interactive discussion with dietitian

### Purpose of resource:

To help dialysis patients to choose low phosphate options so they can avoid bone damage.

### Content

- Examples of Have Less Spreads & Cheese foods.

### Key skills (Competencies):

A patient should be able to:

- Tell you that phosphate can damage their bones.
- Show you low phosphate food options.
- Show you high phosphate food options.
- Tell you one change they or someone could make to have a lower phosphate food.
- Tell you what would stop them making low phosphate choices

### Key Health Messages

- Phosphate can damage your bones.
- Choose low phosphate foods it will help your bones be stronger for longer.
- Talk to your dietitian about making low phosphate food choices.

### Target group:

This resource is designed to be used by any Australian is undergoing (doing) dialysis.

### Notes:

This resource is designed to be printed A4 or A3 size , cut out and laminated so they can be used in interactive activities.

## Full Licence Terms

### Auz.it Australia – Health Purpose - Personal Licence – Nightcliff Renal Health Unit – Sept 2017

Licence reference: AHPN-A0-9/2017

#### Licence Terms

THE TERMS OF THIS LICENCE ARE A MODIFICATION OF THE CREATIVE COMMONS ATTRIBUTION-NONCOMMERCIAL-NODERIVS 3.0 AUSTRALIA LICENSE LEGAL CODE (CC BY-NC-ND 3.0). THE CREATIVE COMMONS LICENSE TERMS ARE LICENSED UNDER A CREATIVE COMMONS ATTRIBUTION 3.0 LICENSE, <http://creativecommons.org/licenses/by/3.0/> AND THE CREATIVE COMMONS COPYRIGHT NOTICE AND LICENSING INFORMATION ARE AVAILABLE FROM THAT WEBSITE. FOR THE AVOIDANCE OF DOUBT, AUZ.IT AUSTRALIA DOES NOT ASSERT OR IMPLY ANY CONNECTION WITH, SPONSORSHIP OR ENDORSEMENT BY CREATIVE COMMONS.

#### Licence

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS HEALTH PURPOSE LICENCE ("LICENCE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORISED UNDER THIS LICENCE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENCE. THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

#### 1. Definitions

- a. **"Health Purpose"** means to produce and deliver training materials and training services on a non-Commercial basis, in connection with:
  - a. health promotion;
  - b. research;
  - c. clinical practice in health;
  - d. health education; or
  - e. health training.
- b. **"Collection"** means the Work in its entirety in unmodified form along with one or more other separate and independent works, assembled into a collective whole. A Collection may, for example, include a periodical, encyclopaedia or anthology.
- c. **"Commercial"** means primarily intended for or directed towards commercial advantage or private monetary compensation. The exchange of the Work for other copyright works by means of digital file-sharing or otherwise shall not be considered to be Commercial, provided there is no payment of any monetary compensation in connection with the exchange of copyright works.
- d. **"Derivative Work"** means material in any form that is created by editing, modifying or adapting the Work, a substantial part of the Work, or the Work and other pre-existing works. Derivative Works may, for example, include a translation, adaptation, musical arrangement, dramatisation, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be transformed or adapted, except that a Collection will not be considered a Derivative Work for the purpose of this Licence. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this Licence.
- e. **"Distribute"** means to make available to the public by any means, including publication, electronic communication, or broadcast.
- f. **"Licensor"** means the individual, individuals, entity or entities that offer(s) the Work under the terms of this Licence.
- g. **"Reproduce"** means to make a copy of the Work in any material form (eg storage in digital form).
- h. **"Work"** means the material (including any work or other subject matter) protected by copyright which is offered under the terms of this Licence. This may include (without limitation) a literary, dramatic, musical or artistic work; a sound recording or cinematograph film; a published edition of a literary, dramatic, musical or artistic work; or a television or sound broadcast.
- i. **"Educational Resource"** means a publication or animation which is used for a Health Purpose,
- j. **"Artwork"** means a Work which is an illustration, photograph, or other non-textual material which has been prepared for inclusion in an Educational Resource.
- k. **"Organisation"** means a Corporation, Government, Non-governmental organisation, International organisation, Armed forces, Charity, Not-for-profit Corporation, Partnership, Cooperative, or University.
- l. **"Expiry date"** means the expiry date displayed on the Work.
- m. **"New Resource"** means an Educational Resource which includes "Artwork" licensed under this licence. A New Resource does not have an Expiry Date.
- n. **"Non-Modifiable Format"** means an electronic format where the Artwork can be easily extracted and used in a New Resource.
- o. **"PDF File"** means a Portable Document Format file format used to represent documents in a manner independent of application software, hardware, and operating system.
- p. **"You"** means an individual or entity exercising rights under this Licence who has not previously violated the terms of this Licence with respect to the Work, or who has received express permission from the Licensor to exercise rights under this Licence despite a previous violation.
- q. **"Personal Use"** means use for Health Purposes by You, provided You are not an Organisation or working under instructions to use the Work from an Organisation.
- r. **"Nightcliff Renal Unit"** means the public health service provided by the Northern Territory Government in Australia.
- s. **"Camilla Feency"** means Camilla Feency, Dietitian, Darwin, Northern Territory, Sept 2017.

#### 2. Fair Dealing and Other Rights

Nothing in this Licence is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions under copyright law or any other applicable laws.

#### 3. Licence Grant

##### 3A Grant of Rights

Provided that the terms set out in this Licence are satisfied, the Licensor grants to You a royalty-free, non-exclusive licence to exercise the following rights for the Health Purpose:

- a. **You may use the Work for a Health Purpose.**
- b. You may make 1 (one) electronic copy of the Work for back up purposes. With the exception of Nightcliff Renal Unit or Camilla Feency, You have no rights to distribute the Work, in any other electronic communication, including any public website or email.

### **3B Media, Formats and No Derivative Works**

The above rights may be exercised in any media or format whether now known or hereafter created. They include the right to make modifications that are technically necessary to exercise the rights in other media and formats. Other than such technical modifications, You have no rights to make Derivative Works.

### **3C Other Rights Reserved**

All rights not expressly granted by the Licensor are reserved. This includes the right to collect royalties, whether individually or via a licensing body such as a collecting society, for any Commercial use of the Work. The Licensor waives the right to collect royalties for any exercise by You of the rights granted under this Licence.

## **4. Restrictions**

The licence granted above is limited by the following restrictions.

### **4A Restrictions on Distribution and Public Performance of the Work**

- a. You may not Distribute the work in any form or publicly perform the Work under the terms of this Licence with the following exemptions:
  - i. Either Nightcliff Renal Unit or Camilla Feeney acting independently may distribute the Work under this licence and publicly perform the Work under the terms of this Licence.
  - ii. Nightcliff Renal Unit or Camilla Feeney may distribute the Work electronically either using a website, email or any other method.
  - iii. Nightcliff Renal Unit or Camilla Feeney acting independently may keep up to 6 copies of the Work to facilitate Distribution of the Work.
  - iv. Nightcliff Renal Unit or Camilla Feeney must include a copy of, this Licence with every copy of the Work that Nightcliff Renal Unit or Camilla Feeney Distribute.
  - v. Nightcliff Renal Unit or Camilla Feeney must not offer or impose any terms on the Work that restrict this Licence or the ability of a recipient of the Work from You to exercise the rights granted to them by this Licence.
  - vi. Nightcliff Renal Unit or Camilla Feeney are not granted the right to sublicense the Work. The rights of recipients of the Work from Nightcliff Renal Unit or Camilla Feeney are governed by clause 9.
  - vii. Nightcliff Renal Unit or Camilla Feeney must keep intact all notices that refer to this Licence and to the disclaimer of warranties with every copy of the Work You Distribute or publicly perform.
  - viii. When Nightcliff Renal Unit or Camilla Feeney Distributes the Work, Nightcliff Renal Unit or Camilla Feeney must not impose any technological measures on it that restrict the ability of a recipient of the Work to exercise the rights granted to them by this Licence.
  - ix. When Nightcliff Renal Unit, may not impose any charge, including postage or handling, for the distribution of the work

### **4B Restrictions on Commercial Use**

You may not exercise any of the rights granted to You by clause 3 or clause 4A above in any Commercial manner.

### **4C Attribution and Notice Requirements**

If You are granted the right to Distribute the Work in clause 4A

- a. You must keep intact all copyright notices for the Work.
- b. You must provide, in a manner reasonable to the medium or means You are using:
  - i. the name or pseudonym (if provided) of the Original Author and/or of any other party (such as a sponsor institute, publishing entity or journal) that the Original Author or Licensor has requested be attributed (such as in the copyright notice or terms of use). In this clause 4C these parties are referred to as "Attribution Parties";
  - ii. the title of the Work (if provided); and
  - iii. to the extent reasonably practicable, any Uniform Resource Identifier (such as a web link) that the Licensor specifies should be associated with the Work that refers to the copyright notice or licensing information for the Work. .
- c. For the avoidance of doubt, You may only use the credit required by this clause 4C for the purpose of attribution in the manner set out above. By exercising Your rights under this Licence, You must not assert or imply:
  - i. any connection between the Original Author, Licensor or any other Attribution Party and You or Your use of the Work; or
  - ii. sponsorship or endorsement by the Original Author, Licensor or any other Attribution Party of You or Your use of the Work,

without their separate, express prior written permission.

### **4D Moral Rights**

Moral rights remain unaffected to the extent they are recognised and nonwaivable at law. In this clause 4D, "moral rights" means the personal rights granted by law to the Original Author of a copyright work. For example, Part IX of the *Copyright Act 1968* (Cth) grants authors the right of integrity of authorship, the right of attribution of authorship, and the right not to have authorship falsely attributed.

### **4E Use in a Collection**

- a. You may not include the Work in a Collection

### **4F Duration of Licence**

- a. The "Work" cannot be used for Health Purposes after the Expiry Date. You must endeavour to obtain a new version and Licence and Work if You wish to continue to use the Work.

## 5. Representations, Warranties and Disclaimer

- a. Except as expressly stated in this Licence or otherwise agreed to by the parties in writing, and to the full extent permitted by applicable law, the Licensor offers the Work "as-is" and makes no representations, warranties or conditions of any kind concerning the Work, express, implied, statutory or otherwise. This includes, without limitation, any representations, warranties or conditions regarding:
  - iv. the contents or accuracy of the Work;
  - v. title, merchantability, or fitness for a particular purpose;
  - vi. non-infringement;
  - vii. the absence of latent or other defects; or
  - viii. the presence or absence of errors, whether or not discoverable.
- b. The *Competition and Consumer Act 2010* (Cth), and the corresponding State and Territory fair trading legislation, imply certain warranties and conditions in certain circumstances, such as the right to supply or fitness for purpose of goods or services supplied to a consumer. Clause 5(a) cannot and is not intended to exclude, restrict or modify these warranties.

## 6. Limit of Liability

- a. To the full extent permitted by applicable law, and except for any liability arising from contrary agreement, in no event will the Licensor be liable to You on any legal basis (including without limitation, negligence) for any loss or damage whatsoever, including (without limitation):
  - i. loss of production or operation time, loss, damage or corruption of data or records; or
  - ii. loss of anticipated savings, opportunity, revenue, profit or goodwill, or other economic loss; or
  - iii. any special, incidental, consequential, punitive or exemplary damages arising out of or in connection with this Licence or the use of the Work, even if the Licensor has been advised of the possibility of such damages.
- b. If applicable legislation implies warranties or conditions, or imposes obligations or liability on the Licensor in respect of this Licence that cannot be wholly or partly excluded, restricted or modified, the Licensor's liability is limited, to the full extent permitted by the applicable legislation, at its option, to:
  - i. in the case of goods, any one or more of the following:
    - the replacement of the goods or the supply of equivalent goods;
    - the repair of the goods;
    - the payment of the cost of replacing the goods or of acquiring equivalent goods;
    - the payment of the cost of having the goods repaired; or
  - ii. in the case of services:
    - the supplying of the services again; or
    - the payment of the cost of having the services supplied again.
- c. The *Competition and Consumer Act 2010* (Cth), and the corresponding State and Territory fair trading legislation, restrict the limitation of liability in certain circumstances, such as a contract for the supply of goods or services of a kind ordinarily acquired for personal, domestic, or household use. Clauses 6(a) and 6(b) cannot and are not intended to apply in circumstances where it is prohibited by law.

## 7. Termination

This Licence and the rights granted to You under this Licence shall terminate automatically upon any breach by You of the terms of the Licence. Individuals or entities who have received a Collection from You pursuant to this Licence, however, will not have their licences terminated provided they remain in full compliance with those licences. Clauses 1, 2, 5, 6, 7, 8, 9, 10, 11, 12 and 13 shall survive any termination of this Licence.

## 8. Licensor's Rights Retained

Subject to the above terms, the Licence granted here is perpetual (for the duration of the applicable copyright or license in the Work). Notwithstanding this, the Licensor reserves the right to release the Work under different licence terms or to stop distributing the Work at any time. However, any such release will not serve to withdraw this Licence (or any other licence that has been granted under the terms of this Licence), and this Licence will continue in full force and effect unless terminated as stated above.

## 9. Licence Grant to Recipients of the Work,

If you are able to Distribute granted to you in clause 4A, the Licensor offers the recipient a licence to the Work it is under the same terms granted under this Licence.

## 10. Severability

If any provision of this Licence is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Licence. Without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

## 11. Waivers and Consents

No term of this Licence shall be deemed waived and no breach consented to unless such waiver or consent is in writing and signed by the relevant party.

## 12. Entire Agreement

This Licence constitutes the entire agreement between the parties. To the full extent permitted by law, there are no understandings, agreements or representations with respect to the Work not specified here. The Licensor shall not be bound by any additional provisions that may appear in any communication from You. This Licence may not be modified without the written agreement of the Licensor and You.

## 13. Governing Law

The construction, validity and performance of this Licence shall be governed by the laws in force in Queensland, Australia.