



## FARE Copyright Permission Guidelines

### Protected Content

Unless otherwise indicated, all material contained on this website, such as text, graphics, logos and images, is copyrighted by and/or proprietary to Food Allergy Research & Education (FARE). Such FARE materials may not be reproduced, distributed, adapted, or otherwise used without FARE's written permission, unless expressly stated otherwise by FARE or for personal use.

FARE respects fair use and its role in allowing limited uses of copyrighted materials. FARE provides these Copyright Permission Guidelines to encourage and facilitate lawful use of FARE materials, which concern sensitive health topics and require expertise to create. If you have any questions about using FARE materials, please contact us.

### Requesting Permission

To request permission to use FARE materials, please submit a request to [permissions@foodallergy.org](mailto:permissions@foodallergy.org). Your request should include the following:

- Requestor's name; company/institution name; address; telephone number; fax number and/or e-mail address; title; and the exact material to be used (include title and, if applicable, URL).
- The request must describe how the material will be used/presented and distributed and whether the materials will be sold for profit.

Please allow 10-15 business days from receipt of all required information for a response.

Failure to receive a response does not provide any permission to use FARE's materials. Moreover, permission is not granted until FARE sends the requesting party a final written agreement that is confirmed and accepted by the requesting party.

**NOTE:** Any requests for materials related to FARE's Teal Pumpkin Project® are managed separately. Please refer to the usage guidelines, which may be found [here](#).

### General Usage Guidelines

Permission, as described above, **may** be granted by FARE on a case by case basis for uses including, but not limited to: non-profit training, educational presentations, and certain limited for-profit uses. In all cases, the user must include attribution of FARE's copyright covering the material used.

FARE reserves the right to deny any request. Additionally, permission will not be granted to:

- Use FARE materials to endorse (implied or otherwise) a product, company or service.
- Copy an entire FARE publication, pamphlet, slide set or video for a for-profit use.
- Use any FARE material that has been discontinued or is under revision.

### Permissioned Uses at No Charge (Non-profit only)

Permission **may** be granted free of charge for usage of FARE's materials, including FARE's Food Allergy & Anaphylaxis Emergency Care Plan, only if the request meets these criteria:

- Material is being used for educational/training purposes by a non-profit entity or student enrolled at such entity. Student use is limited to projects presented only in a classroom setting for academic credit.
- Material will not be used for a commercial or for-profit activity or to promote a commercial product.
- The FARE copyright statement must be included on the reproduction.

### **Permissioned Uses at Nominal Charge (For-profit and Non-profit)**

Permission **may** be granted on a case by case basis for usage of FARE's materials for inclusion of educational content about food allergies in books, apps, websites, and other works.

The following fee structure provides general guidelines for limited usage of FARE-sourced material in a derivative work created by a third party. In particular, the fee guidelines only apply to uses where the FARE-sourced material: (1) is less than ten percent (10%) of the third-party work; and (2) is less than ten percent (10%) of the original FARE source material:

- Print only—\$50 (for no more than 1000 copies)
- E-book/App only—\$50 (for no more than 1000 downloads)
- Digital Platform only—\$100 (e.g., websites, see the Additional Terms for Digital Platform Uses below)
- Combined Uses—total of costs for each type of use (e.g., \$100 total for combined print and e-book use)

For uses of FARE-sourced material that exceed the limits described above, FARE requires a licensing agreement tailored to the intended usage of FARE materials. To request such a license, please submit requests according to the permission process described above.

### **Additional Terms for Digital Platform Uses**

Permission **may** be granted to use FARE materials on third-party websites or other digital platforms under the following rules:

1. FARE materials, as identified in written permission obtained by the third party from FARE, may be posted for a 12-month term beginning on the date permission is granted.
2. All FARE material and links must be removed from the third party's website upon expiration of the 12-month permission period. Requesters must re-apply for permission to re-post FARE content.
3. The requestor must agree to include a link back to the source of the material on FARE's website.
4. FARE material may not be used in such a way that could lead a reasonable person to believe that FARE has endorsed (implied or otherwise) any company, or approved or reviewed printed materials, goods, products or services offered by any company.
5. FARE material may not be used for sales presentations or sales purposes.
6. If at any time these guidelines are not followed, the requestor must immediately remove all FARE material and links from its website.

### **Other Uses Not Addressed in Guidelines**

For uses of FARE-sourced material that are not addressed in or go beyond the limited uses described in these Copyright Permission Guidelines, please submit your request according to the permission process described above.

