

License Agreement

Baby Café drop-in site

This agreement grants a license from Baby Café USA (the Licensor referred to as BCUSA) and the Baby Café drop-in staff team (the Licensee). The agreement specifies the operating conditions and responsibilities of both parties regarding the use of trademarks and the services provided.

1. **NAME & LOGO**
2. **ON COMMENCEMENT OF ACTIVITIES (Funding and financial arrangements)**
3. **COMMUNICATION WITH BCUSA**
4. **IMPLEMENTING MODEL OF CARE**
5. **VOLUNTEERS**
6. **PUBLICITY**
7. **LENGTH OF CONTRACT**
8. **TERMINATION OF CONTRACT**

We, the undersigned licensees, agree to the following (1-8):

1. NAME & LOGO

The Baby Café drop-in staff will be entitled to use appropriate names and logos to promote the Baby Café drop-in subject to the following conditions:

- 1.1. Recognize that The Baby Café, with its name and visual representation, is a protected brand; indicative of breastfeeding, excellence, quality, style and an informal, relaxed atmosphere.
- 1.2. Will use The Baby Café artwork according to the guidelines laid out in the manual and will not alter artwork in any way.
- 1.3. Will use The Baby Café name and logo only for the purpose of the drop-in, unless authorized by BC USA to use it for other, related projects.
- 1.4. Will use merchandise that displays The Baby Café name and logo only if it has been purchased through BCUSA, or have had express approval from BCUSA to produce own materials.
- 1.5. Will display a valid certificate presented by BCUSA at every drop-in session, entitling use of Baby Café name.

2. ON COMMENCEMENT OF ACTIVITIES (Funding and financial arrangements)

We will:

2.1. Have secured funding for the period covered by this non exclusive¹ licence agreement – to include the initial royalty² fee (known as the Application Fee), venue, staff, resources, refreshments, publicity and equipment.

2.2. Have complied with the Baby Café’s ethical policy in acquiring funding, i.e. meet all requirements of the 1981 WHO *International Code of Marketing of Breastmilk Substitutes* and all subsequent WHA resolutions.

3. COMMUNICATION WITH BABY CAFÉ TEAM

We will:

3.1. Keep the Baby Café informed of any changes in our details.

3.2. Regularly access website and read key updates, bulletins and newsletters.

3.3. Maintain records and return annual evaluation report to Baby Café.

3.4. Pay the annual renewal royalty fee (known as the Renewal Fee) if both parties agree to renew this agreement. Baby café USA reserves the right to review the level of this fee on an annual basis. See website babycafeusa.org for up-to-date rates.

3.5. Pay the administration fee incurred if Renewal Fee or annual evaluation report is late. See website babycafeusa.org for up-to-date rates.

3.6. Maintain communication links with Baby Café and respond to any official communication within 30 days.

4. IMPLEMENTING MODEL OF CARE

The guidance document for running a Baby Café drop-in is The Baby Café Facilitator’s Handbook and website updates to this. It is issued once application has been accepted. We guarantee that:

4.1. Facilitator has specific skills and training in breastfeeding (listed on application form)

4.2. All staff will undergo appropriate training and continuing professional development for their role.

4.3. All stakeholders are in full support of the Baby Café drop-in being run according to BCUSA objects. These are listed on the website www.babycafeusa.org

¹ The term ‘non exclusive’ means BCUSA reserves the right to grant multiple licenses, i.e. to more than one drop-in center.

² The term ‘royalty’ means you are purchasing a license to distribute something which the Charity created and for which it holds intellectual property rights.

- 4.4. We will implement all Baby Café policies that pertain to drop-ins. These are listed on the website www.babycafeusa.org
- 4.5. Venue is suitable for running a drop-in, serving refreshments and creating a safe environment.
- 4.6. Appropriate insurance is in place – to cover venue and all staff including volunteers.
- 4.7. Risk assessment procedures will be implemented where necessary.
- 4.8. All staff will have had a Criminal Records Bureau check.
- 4.9. We will comply with Baby Café’s monitoring procedures.
- 4.10. Appropriate and confidential records will be maintained.
- 4.11. The Baby Café Facilitator’s Handbook will be available for reference at each session.
- 4.12. The Baby Café key concepts will be adhered to, i.e. the Baby Café drop-in will be:
 - 4.12.1. A service for pregnant and breastfeeding mothers.
 - 4.12.2. Run in a comfortable, café style environment.
 - 4.12.3. A center of excellence.
 - 4.12.4. A place where breastfeeding and the breastfeeding relationship, at whatever stage, is valued, respected and protected.
 - 4.12.5. A place where breastfeeding is viewed as the normal way to nourish and nurture a baby/child.
- 4.13. All resources will:
 - 4.13.1. Present a balanced and informative case for the benefits of a particular practice or attitude.
 - 4.13.2. Aid the reader in making informed decisions.
 - 4.13.3. Support, protect and promote breastfeeding and the breastfeeding relationship.

5. VOLUNTEERS

Volunteer staff (e.g. peer counselors, trained breastfeeding supporters, general helpers):

- 5.1. Are aware of the importance of promoting, protecting and supporting breastfeeding.

- 5.2. Will have undergone training and have regular update sessions appropriate to their role, e.g. peer counseling course.
- 5.3. Will have access to The Baby Café Facilitator’s Handbook, update bulletins and newsletters.
- 5.4. Have defined responsibilities and remit of work, in accordance with Baby Café’s guidelines - currently listed on website www.babycafeusa.org
- 5.5. Will be working under the supervision of the facilitator.
- 5.6. Will be paid ‘out-of-pocket’ expenses, in line with the funders’ expenses policy.

6. PUBLICITY

We will:

- 6.1. Be pro-active in making clients aware of our services.
- 6.2. Officially open the Baby Café drop-in by holding a local media launch.
- 6.3. Liaise with BCUSA if we have plans for, or are approached about, any national publicity.
- 6.4. Use the Baby Café artwork on all materials [see clause 1 above].

7. LENGTH OF CONTRACT

This agreement will be for a period of one year, renewable annually by agreement of both parties [see clause 3.4 above]. The contract will run from April 15th to April 14th of the subsequent year.

8. TERMINATION OF CONTRACT

BCUSA reserves the right to terminate this contract for breach of any of the terms and conditions stipulated in paragraphs 1 to 7 above.