

License Agreement **Baby Café USA, Inc. 501(c)**

This agreement grants a license from Baby Café USA (the Licensor referred to as BCUSA) to the Baby Café 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 licensee, agree to the following (1-8):

1. NAME & LOGO

The Baby Café staff will be entitled to use appropriate names and logos to promote the Baby Café site 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 site, unless authorized by BCUSA 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 site 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 license 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.

¹The term 'non-exclusive' means BCUSA reserves the right to grant multiple licenses, i.e. to more than one site center. ²The term 'royalty' means you are purchasing a license to distribute something which BCUSA created and for which it holds intellectual property rights.

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 required statistical data, survey reports, and annual evaluation report, as directed, to BCUSA .
- 3.4. Pay the annual royalty fee (known as the Renewal Fee) of \$150.00.
BCUSA reserves the right to review the level of this fee annually.
See website- www.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 -www.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 site is The Baby Café Facilitator's Handbook and website updates to this. It is issued once the application has been accepted.

We guarantee that:

- 4.1. The 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 site being run according to BCUSA guidelines. These are listed on the website www.babycafeusa.org
- 4.4. We will implement all BCUSA policies that pertain to the site. These are listed on the website www.babycafeusa.org
- 4.5. The site venue is suitable for running a Baby Café, serving refreshments and creating a safe environment.
- 4.6. Appropriate insurance is in place – to cover all venues 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 BCUSA 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 the Baby Café site.
- 4.12. The Baby Café key concepts will be adhered to, i.e. the Baby Café site 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 of work, in accordance with BCUSA 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 Licensee's 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 sites by holding a Grand Opening media launch.
- 6.3. Inform BCUSA if we have plans for, or are approached about, any national publicity or publication.
- 6.4. Use the Baby Café artwork on all materials [see clause 1 above].

7. LENGTH OF CONTRACT

This agreement will begin upon execution of the parties and will be for a period of one year.

8. TERMINATION OF CONTRACT

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

9. Signatures of applicants-

One of the signatories needs to be the lead facilitator. The other can be a joint facilitator, project manager, administrator or other appropriate position.

We, the undersigned licensees, agree to points 1-8 of the document titled

“License Agreement” Baby Café USA, Inc. 501(c)

Name Position LEAD FACILITATOR

Signature Date

Name Position

Signature Date

Baby Café USA agrees to:

- (a) Permit specified use of name and logo and access to artwork.
- (b) Provide ongoing support and updates; encourage liaison with other Baby Café sites.
- (c) Maintain a web page for the Baby Café site.
- (d) Provide password-protected access to ‘Registered Baby Cafés Only’ part of website.
- (e) Present the Baby Café site with a valid license certificate.
- (f) Produce an annual national report.
- (g) Inform the Baby Café site of any alleged breach of contract and allow 30 days for site to address this.
- (h) Reserve the right to revoke the status of any Baby Café site who continues to be in breach of contract.
- (i) Allow a Baby Café to appeal against a revocation of status within 30 days of the notice.

Name Lucia Jenkins RN, IBCLC, RLC Position: Executive Director,
Baby Café USA, Inc., 501(c)

Signature *Lucia A. Jenkins RN, IBCLC* Date ...1/5/2017.....