

Licence Agreement

Baby Café drop-in centre

This agreement grants a licence from NCT (the Licensor referred to as ‘the Charity’), to the Baby Café drop-in commissioner and staff team (the Licensee). The agreement specifies the operating conditions and responsibilities of both parties regarding the use of trade marks and the services provided.

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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. Recognise 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 authorised by the Charity 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 the Charity, or have had express approval from the Charity to produce own materials.
- 1.5. Will display a valid certificate presented by the Charity 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/Renewal 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. The Charity reserves the right to review the level of this fee on an annual basis. The renewal fee for the year April 2016 – March 2017 is set at £175.
- 3.5. Pay the administration fee incurred if Renewal Fee or annual evaluation report is late.
- 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 Toolkit and website updates to this. It is issued once application has been accepted and Application/Renewal Fee received.

We guarantee that:

- 4.1. Facilitator has specific skills and training in breastfeeding (listed on application online 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 the Charity’s objects. These are listed on the website www.thebabycafe.org
- 4.4. We will implement all Baby Café guidelines that pertain to drop-ins. These are listed on the website www.thebabycafe.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.

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

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



- 4.8. Safeguarding measures are in place and that all staff and volunteers will be appropriately recruited, checked, trained and supervised in accordance with current legislation and recommendations.
- 4.9. We will comply with Baby Café's monitoring procedures.
- 4.10. Appropriate and confidential records will be maintained and stored securely.
- 4.11. The Baby Café Facilitator's Toolkit will be available for reference at each session.
- 4.12. The Baby Café key concepts and Quality Standards 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 centre 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 part of everyday family life.
- 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 mentors, trained breastfeeding supporters, porters, 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 mentoring course, safeguarding.
- 5.3. Will have access to the Baby Café Facilitator's Toolkit, 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.thebabycafe.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 funder'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 drop-in by holding a local media launch.
- 6.3. Liaise with the Baby Café if we have plans for, or are approached about, any national publicity, e.g. newspapers, television, professional journals, magazines.
- 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].

8. TERMINATION OF CONTRACT

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

9. Signatures of applicants

We, the undersigned licensees, agree to points 1-8 of the document LA.Nov2016:

Name **Position**

Signature **Date**

One of the signatories needs to be the lead facilitator. The other can be a commissioner or other appropriate position.

10. THE BABY CAFÉ, part of NCT , agrees to:

- (a) Provide a Facilitator’s Toolkit with detailed guidelines on how to set up, facilitate, and evaluate the drop-in.
- (b) Permit specified use of name and logo and access to artwork.
- (c) Provide ongoing support and updates; encourage liaison with other Baby Café drop-in centres.
- (d) Create and maintain a web page for the Baby Café drop-in.
- (e) Provide password-protected access to resources section of website.
- (f) Present the Baby Café drop-in with a valid certificate.
- (g) Produce an annual national report.
- (h) Inform the Baby Café drop-in of any alleged breach of contract and allow 28 days for drop-in to address this.
- (i) Reserve the right to revoke the status of any Baby Café drop-in who continues to be in breach of contract.
- (j) Allow a Baby Café drop-in to appeal against a revocation of status within 28 days of the notice.

Name Juliet Mountford **Position** Executive Director Parent Services, NCT

Signature 

Ref: LA.Nov2016