

**INDUSTRY GUIDELINES FOR THE USE  
OF THE INPAA BABY SAFETY LOGO**



**Baby Safety**  
**INPAA**

**PREPARED BY THE INFANT AND NURSERY  
PRODUCTS ASSOCIATION OF AUSTRALIA (INPAA)  
INC.**

**FOR USE BY MEMBERS OF THE ASSOCIATION AND  
PARTICIPANTS IN THE BABY SAFETY PROGRAM**

**JUNE 2007**

## **Contents**

- Part 1     The Baby Safety Program**
- Part 2     Industry Guidelines**
- Part 3     Becoming a Licensee**
- Part 4     General Obligations on Licensees**
- Part 5     Obligations in Relation to the Logo**
- Part 6     Consumers, Complaints and the Logo**
- Part 7     Rules and Conditions**
- Part 8     Breaches of the Guidelines**
- Part 9     License Fees**

## **Attachments**

- 1     Acceptance of Licensing Agreement and Guidelines**
- 2     Certificate of Conformance – Accredited Organization**
- 3     Certificate of Conformance – Approved Product(s)**

## **Part 1                      The Baby Safety Program**

The Baby Safety Program was launched in 2007 by INPAA as an industry development and marketing initiative and to assist in the promotion of the safety of infant and nursery products. In essence the Program involves a three level industry development process which encourages member firms in the industry to be actively involved in the association as a member, seek recognition as a Baby Safety Accredited organization and progressively have their products badged and recognized as Baby Safety Approved.

The owner of the Baby Safety Logo (which includes the Baby Safety Logo, Baby Safety Accredited Logo and Baby Safety Approved Logo) is the Infant and Nursery Products Association of Australia (Inc), (INPAA), a national, non profit organization which represents suppliers of baby, infant and children's products.

The primary objective of the Baby Safety Program is to assist consumers who purchase products intended for the use of small children, to make a clear choice between products which are supplied by member organizations which can demonstrate good, safe practices and which have followed an appropriate risk management process and those which may not have.

Licensee under the Baby Safety Program must ensure that the product meets the requirements of the Baby Safety Program and at the same time remain ultimately responsible for ensuring that the product is as safe as possible.

## **Part 2                      Industry Guidelines**

These Industry Guidelines for the use of the Baby Safety Logo incorporate the rules and conditions governing the use of the endorsements. The Guidelines apply to all licensees under the Baby Safety Program and place a series of obligations on licensees including conformance with the INPAA Code of Conduct and conformance with meeting the requirements of the Baby Safety Program endorsement checklist. Breaches of the Guidelines will result in appropriate sanctions as determined by a Program Compliance Committee (see Part 8). It is a condition of license approval that all applicants agree to be bound by the rules and conditions contained in these Guidelines.

A license to use the Baby Safety Logo does not allow the licensee to acquire any rights, interests or other entitlements with respect to the ownership, management, administration or control of the Baby Safety Logo.

The objectives of these Industry Guidelines are to:

- provide information to licensees of the Baby Safety Program on their rights and obligations to ensure the consistent and correct use of the Baby Safety Logo
- build consumer confidence that goods promoted with the Baby Safety Logo comply with an appropriate set of criteria
- help to raise the level of product safety in the industry

- raise the domestic and international profile of goods promoted with the Baby Safety Logo.

These Guidelines do not take precedence over any statutory requirements. It is the responsibility of licensees to ensure that their usage of the Baby Safety Logo does not contravene any statutory requirements. It is also the responsibility of licensees to ensure that they are kept fully informed and are aware of any changes to relevant statutory requirements that may occur.

The Infant and Nursery Products Association of Australia Incorporated (INPAA) is responsible for the administration of the Baby Safety Program and the maintenance of these Guidelines. The contact details for the Association are:

**Executive Director**  
**INPAA**  
**Suite 3, 12 Floriston Rd**  
**PO Box 448**  
**Boronia, Melbourne VIC 3155**

**Telephone:** 03 9762 7038  
**Facsimile:** 03 9762 4488  
**Email:** [support@inpaa.asn.au](mailto:support@inpaa.asn.au)

The rules and conditions of these Guidelines are subject to approval by the Executive Committee of INPAA as the administrator of the Baby Safety Program. The Executive will from time to time review the Guidelines to determine their efficiency and effectiveness in guiding the correct usage of the Logo and the efficiency and effectiveness with which the Guidelines have been administered.

### **Part 3                      Becoming a Licensee**

Any current and financial member of the Infant and Nursery Products Association of Australia can apply for a license to display the Baby Safety Logo on its product(s) or be recognized as a Baby Safety Accredited organization or retailer. License fees are payable in relation to use of the Baby Safety Logo and are levied by the Administrator of the campaign (INPAA). License fees are set by INPAA.

All products which are promoted with the Baby Safety Logo must comply with these Guidelines and it is the obligation of the licensee to ensure this compliance. A license application can be obtained from the INPAA Secretariat. Applications will be assessed by the Secretariat. In situations where an applicant for a license is rejected by INPAA under the Baby Safety Program a mechanism will exist for independent review of the decision through a sub committee of the Executive.

## **Part 4**

## **General Obligations on Licensees**

Becoming a licensee under the Baby Safety Program involves a range of obligations as detailed in these Guidelines. These obligations range from informational and procedural obligations that relate to the use of an endorsement mark to specific rules regarding the use of the Baby Safety logo which have been developed to promote compliance with underlying statutory requirements.

### **Licensing Requirements**

As part of the licensing process, applicants must agree to be bound by the rules and conditions detailed in these Guidelines. Bi annual license fees are levied on all licensees of the Baby Safety Program and are set by INPAA. Where a licensee wishes to exit the program or is in breach of the conditions contained in the Guidelines or the INPAA Code of Conduct and their license is suspended or revoked any license fees are forfeited to INPAA.

### **Systems and Policies for Compliance**

In any application for a license to use the Baby Safety Logo all applicants must agree to abide by a range of rules and conditions relating to record keeping, information provision, compliance monitoring, complaints and dispute resolution. Licensees of the Baby Safety Program should establish systems and policies to effectively meet their obligations and ensure that their employees and agents know their responsibilities in relation to the use of the Baby Safety Logo.

### **Insurance**

Licensees must have appropriate product liability insurance coverage for their products.

### **Auditing**

As deemed appropriate by INPAA the Association from time to time will conduct audits of licensed products and licensees to ensure that the Guidelines and related requirements continue to be satisfied. In the instance where these audits may reveal problems with license arrangements with respect to the conformance of Baby Safety Approved products to standard test requirements, the cost of any third party testing which is deemed appropriate will rest with the licensee.

### **Licensee Liability**

Licensees shall remain ultimately liable for the safety of the products which they supply and INPAA's endorsement of a product or a supplier under the Baby Safety Program will in no way reduce or impinge on the responsibility of the licensee to ensure and maintain the safety and integrity of a product supplied.

## **Part 5                      Obligations in Relation to the Logo**

Licensees of the Baby Safety Program are subject to a range of obligations in relation to the use of the Baby Safety Logo.

### **Rules Relating to Design, Colour and Size**

The design of the Baby Safety Logo cannot be altered under any circumstances, other than by INPAA. Licensees can not make alterations to the graphic proportions or colours of the logo or its individual elements. The logo however can be sized to meet the requirements of licensees in accordance with INPAA guidelines and approval. Licensees should refer to a copy of the Baby Safety Program Style Guide which they will be provided with.

### **Compliance with Underlying Statutory Obligations**

The extent of underlying statutory requirements may depend on the corporate structure of the licensee, the State or Territory of operation of the licensee's business or the existence of statutory requirements that apply to businesses in specific industry sectors. Licensees of the Baby Safety Program should seek their own legal advice to determine that their usage of the Baby Safety Logo complies with these underlying statutory obligations.

### **Change of Production Process or Sourcing of Inputs**

Where there is a change to a production process or with respect to the source of inputs or materials used in the production of the licensed product such that the product no longer meets the requirements of the Baby Safety Program endorsement, the licensee must advise INPAA immediately and cease using the logo on that product to ensure that this product is not made available for supply with the Baby Safety endorsement in this changed condition. Such products will need to be separately assessed for suitability by INPAA in the normal manner.

## **Part 6                      Consumers, Complaints and the Logo**

Consumers are a key stakeholder in the Baby Safety Program and consumers who look for and purchase products promoted in association with the Program need to be sure that licensees that use the Baby Safety Logo are using it in accordance with the rules and conditions detailed in these Guidelines and that any concerns that they may have are addressed in the appropriate manner.

Any consumer complaints about the use by a licensee of the Baby Safety Logo which are brought to the attention of INPAA directly, or through the licensee, will be assessed by a Program Compliance Committee of the INPAA Executive as outlined in Part 8

## **Part 7 Rules and Conditions**

### **Owner of Baby Safety Logo and Endorsement**

The Baby Safety Program and Baby Safety Logo are owned by the Infant and Nursery Products Association of Australia (Inc) and INPAA is the only organisation or entity which can license suppliers to use the Logo.

### **License to Use the Logo**

Any current and financial INPAA member can apply for a license to use the Baby Safety Logo by completing and lodging an application form with INPAA. Non INPAA members will not be able to apply for licensing.

### **Approval of Application for License or renewal of License**

INPAA through the Secretariat will approve an application for a new license or renewal of an existing license or modification of an existing license where the applicant can satisfy INPAA that they have:

- satisfied all requirements of the Baby Safety Program Checklist
- satisfied the conditions of these Guidelines for the use of the Baby Safety Logo
- signed an agreed license agreement
- paid the necessary license fees

### **Licensee Certificate**

INPAA's approval of a license application will be evidenced by the issuing of a certificate that is valid for the period specified on the certificate. The certificate remains the property of INPAA and must be returned to it on revocation of the license.

### **Licensee Register**

INPAA will maintain a register of the following details relating to each licensee of the Baby Safety Program:

1. registered business name
2. trading name
3. ABN (if applicable)
4. full postal address
5. contact details (phone;fax;email)
6. contact person
7. product list- being a listing of all products identified on the licensee's application

Information on current licensees of the Baby Safety Program will be available on the Baby Safety website- [www.babysafety.com.au](http://www.babysafety.com.au) or via the INPAA website, [www.inpaa.asn.au](http://www.inpaa.asn.au).

Licensees of the Baby Safety Program shall not misrepresent the scope of their license to use the Baby Safety Logo and will not misrepresent the Logo outside the bounds for which it was granted.

**Right to use the Logo**

The Baby Safety Logo is available for use by current licensees of the Baby Safety Program in relation to the products identified on the license as may be amended from time to time in accordance with the rules and conditions and where the use of the Logo does not conflict with any underlying statutory obligations.

**Liability in Relation to the Use of the Logo**

All liability shall rest solely with the licensee in relation to that licensee's use of the Baby Safety Logo. On termination or revocation of the license the licensee shall cease using the Baby Safety Logo.

Licensees of the Baby Safety Logo are not permitted to alter or amend in any way the design elements or colours of the Logo. Licensees may alter the size, but not the relative proportions of the Baby Safety Logo to meet their individual requirements.

**Promotion**

INPAA will undertake such activities as it deems appropriate to promote the recognition and use of the Baby Safety Logo.

**Complaints and Disputes**

All licensees of the Baby Safety Program shall abide by the procedures for complaints and disputes as set out in these rules and conditions.

**Information on Changes**

INPAA will keep all licensees informed of any changes or alterations to the licensing arrangements, Baby Safety Program, amendments to these Guidelines or other matters which may affect the licensees operation and use of the Baby Safety Logo.

**Advice of Amendment**

INPAA will advise all licensees of any changes to the rules and conditions for the use of the Baby Safety Logo as soon as is practical.

**Part 8 Breaches of the Guidelines****Industry Guidelines Administration**

The Guidelines will be administered by a Program Compliance Committee. Membership of this Committee will comprise representatives of the INPAA Executive, the INPAA Technical Reference Group and INPAA Secretariat as well as a representative of an independent stakeholder organization with particular interest in the issue of consumer and/or product safety.

**Committee Functions**

The Program Compliance Committee will be responsible for:

- Monitoring and reporting on compliance with the Guidelines
- Hearing and assessing complaints in relation to breaches of the Guidelines
- Agreeing on and recommending action following this assessment
- Ensuring agreed sanctions are enforced
- Maintaining data on these processes to assist with Guideline compliance monitoring



The primary and initial responsibility for compliance with the Guidelines rests with the individual licensees, that is the responsibility for compliance is primarily the responsibility of the supplier. The Program Compliance Committee will become involved when complaints are made, concerns are raised or disputes are evidenced.

#### **Complaints-received by INPAA**

Where INPAA receives a query or complaint about the use of the Baby Safety Logo it will inform the complainant in writing within 7 days of receiving the complaint whether the user of the logo in question is a licensee of the Baby Safety Program and whether that license is applicable to the product claiming endorsement under the Baby Safety Program and what actions will be taken.

Possible breaches of the Guidelines will be referred to the Program Compliance Committee. Possible breaches would include misuse of the logo by a licensee, use of the logo by a non licensee or involve complaints from consumers in relation to the conformance of products under the Program.

Where the alleged misuse is by a licensee and the matter is brought to the attention of INPAA, the matter will be referred to the Program Compliance Committee if the matter can not be resolved directly with the licensee. The licensee shall initially in the first instance as a signatory to these Guidelines attempt to resolve the complaint directly with INPAA. If the matter is not resolved adequately and is referred to the Program Compliance Committee the Committee shall:

- Formally write to the licensee detailing the nature of the complaint or perceived breach
- Provide a copy of the rules and conditions of the Program
- Provide a summary of the process of the resolution of the complaint
- Take action on the matter within 14 days

Where the alleged misuse is by a non licensee and the matter is brought to the attention of INPAA, the complainant will be advised of their private rights of action and informed about the rights of INPAA to maintain the integrity of the Baby Safety logo, including pursuing unauthorized users through the courts.

Complaints received by INPAA from consumers in relation to the performance of products under the Program will be responded to in writing within 7 days of receiving the complaint. It is the responsibility of licensees to provide INPAA with details of all complaints made to it in relation to matters to do with the use or misuse of the Baby Safety logo. Initially the licensee will take all reasonable steps to resolve the complaint directly with the complainant. If the complaint is unresolved the matter will be referred to INPAA by the licensee or the complainant for consideration by the Program Compliance Committee, in the manner outlined above.

#### **Remedial Action**

Where a breach of the Guidelines has been determined, the Program Compliance Committee, where necessary, will seek corrective action to be undertaken by the licensee and, where appropriate, recommend remedial action.

Amongst the possible types of remedial action that may be recommended are:

- Withdrawal of offending representations and/or publication of corrective statements at the expense of the licensee or non licensee
- Cessation of conduct including withdrawal of advertising
- Suspension of current license for a specified period
- Revocation of current license
- Imposition of fines as determined by the Program Compliance Committee

In any instance where a license under the Baby Safety Program is suspended or revoked in line with these rules and conditions or where a licensee voluntarily cancels their license, all license fees are forfeited to INPAA.

The Executive shall publicise these Guidelines, their provisions and the complaint handling provisions. All promotional material used by participants will need to be approved by the Executive. The Executive will ensure all sectors of the industry are aware of the principles of the Guidelines.

Where a licensee breaches the Guidelines and fails to undertake action recommended by the Program Compliance Committee of the INPAA Executive or repeats a breach of the Guidelines or where a breach of the Guidelines is caused by a non licensee, the Program Compliance Committee shall notify and provide full details of the breach to the appropriate regulatory authority for investigation. In these circumstances the Program Compliance Committee shall suspend the licensee pending the outcome of the investigation.

## **Part 9                      License Fees**

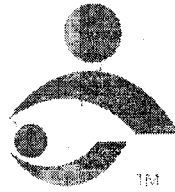
License fees for the Baby Safety Program are set by INPAA.

The fee for Baby Safety Accreditation is \$500 (for a 2 year license).

The basic fee payable for Baby Safety Product Approval is \$398 for a minimum period of two years (per product).

GST is calculated at 10 per cent and is payable on all license fees.

**ATTACHMENT 1**



**Baby Safety**  
INPAA

**Acceptance of Conditions of Licensing Agreement and Guidelines**

License No. ....

Issued by INPAA

To.....

as a Baby Safety Accredited Organization and/or as an organization which supplies Baby Safety Approved Products under the Baby Safety Program.

..... or its representative has read, understood and agreed to the terms and conditions of the Licensing Agreement and agrees to abide by the rules and obligations under the Baby Safety Program for use of any Baby Safety logo.

---

.....  
Signed by .....

Name .....

Position .....

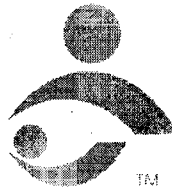
Date ...../...../.....

As witnessed by .....

Name .....

Position .....

Date ...../...../.....



# Baby Safety INPAA

## Certificate of Conformance as a Baby Safety Accredited Organization

Certificate No. BSAO .....

The Infant and Nursery Products Association of Australia (INPAA) hereby certifies that ..... has complied with the published requirements under the Baby Safety Program to be Accredited as a Baby Safety organization (non retail/retail).

..... has provided all the necessary information required as part of INPAA's assessment of the organization's eligibility under the Baby Safety Program.

..... has agreed to sign the relevant licensing agreement and abide by the rules governing the use of the Baby Safety Accredited logo and understands its obligations under the Baby Safety Program.

..... has agreed to comply with requirements with respect to the ongoing auditing of its performance under the Baby Safety Program.

Signed for INPAA by .....

Name Tim Wain

Position Executive Director

Date ...../...../.....

Signed for .....

Position

Date ...../...../.....

**ATTACHMENT 3**



**Certificate of Conformance**

**Baby Safety Approved Product**

Certificate No. BSAP.....

The Infant and Nursery Products Association of Australia (INPAA) hereby certifies that ..... has complied with the published requirements under the Baby Safety Program to have the products listed in the attached schedule endorsed as Baby Safety Approved.

..... has provided all the necessary information required as part of INPAA's assessment of the eligibility of the organization's product(s) under the Baby Safety Program.

..... has agreed to sign the relevant licensing agreement and abide by the rules governing the use of the Baby Safety Approved logo and understands its obligations under the Baby Safety Program.

..... has agreed to comply with requirements with respect to the ongoing auditing of its product under the Baby Safety Program.

---

Signed for INPAA by .....

Name Tim Wain

Position Executive Director

Date ...../...../.....

Signed for .....

Position

Date ...../...../.....

**Schedule 1**

**Baby Safety Program**

**Baby Safety Approved Product List**

The following product(s) have been assessed and approved under the Baby Safety Program and can use the Baby Safety Approved Product logo as per the Licensing Agreement.

Product Name	Model	Make	Year
--------------	-------	------	------

---

Name:

Week Ending:

TASK	Time						Total
Indexing New TM Apps	5						
Post-Publication amendments (Section 65/83 Amendments)	15						
Correction/Re-indexing	4						
Indexing Checking & Approving	2						
Letters/emails	15						
Ad-hoc Notices	6						
Customer Enquiries (5 minutes)	5						
Customer Enquiries (10 minutes)	10						
Management/Supervisor	Minutes						
Evidence Returned (20 minutes)							
Other	Minutes						
Madrid AFS	2						
Comments	eg flex day						
Data Captuer Paper Applications	9						