



July 2022

FINANCIAL CODE OF ETHICS

This policy applies to LLLC and all LLLC Leaders when seeking sources of funding. This policy does not supplant any possible legal requirements in Canada.

LLLC fully supports the **WHO International Code of Marketing of Breast-milk Substitutes and relevant WHA Resolutions** subsequently issued (referred to all together in this document as the 'International Code'). All funding sources must be consistent with the obligations of La Leche League's commitment to abide by the International Code.

1. Funding sources

LLLC and LLLC representatives may seek a diverse range of funding from:

- individual donations/contributions
- cost sharing contributions
- grants from acceptable charitable foundations, governments or public agencies
- appropriate commercial sources (see below)

2. Compliance with the International Code of Marketing of Breast-milk Substitutes and subsequent WHA Resolutions

- To protect the reputation and credibility of LLLC in support of breastfeeding and maintain sufficient autonomy and independence from non-LLL influences and in order to work within the purpose, mission, and philosophy of LLL, all funding sources will support or be consistent with the obligations of La Leche League's commitment to abide by the International Code.
- LLLC will not enter into sponsorship or endorsement or licensing agreements with any corporation that violates the International Code nor do they accept advertisements or exhibits from such corporations. The term 'corporation' includes subsidiaries and parent companies of known International Code violators. New contracts will specify that breaches of this provision that occur or become apparent during the term of the contract will result in the contract being terminated.

- Written agreements and contracts governing sponsorship will include the stipulation that for the duration of the contract the external party is and will remain compliant with the International Code.
- When considering an advertisement or exhibit, corporate sponsorship, endorsement, or licensed product agreement for any product, cause or service covered by the International Code or related to the LLL mission or philosophy statements, the Leader(s) will consult with LLLC and the LLLC Code Committee. In the event that there is no active LLLC Code Committee, the Leader will consult with the LLLI International Code and Conflicts of Interest Committee. See *LLLC Collaborative Action*.
- Before choosing a funding source, LLLC representatives will research its products and ownership structure. If they would like some guidance, representatives will consult with the LLLC Code Committee.

LLLC representatives working on funding issues support each other by sharing information.

3. Donations/contributions

LLLC Leaders and staff will respect legal requirements governing donations in Canada, the applicable province and local municipality. Within the terms described above, LLLC may accept donations/contributions from individuals and from commercial sources and retain the option to decline a donation.

Reasons for declining a donation may include:

- possible loss of charitable status
- administrative cost
- conflict of interest
- incompatibility with LLL philosophy
- other unacceptable consequences for LLLC

See *LLLC Fundraising and Commitment to Donors*.

4. Contracts with external parties

LLLC Leaders and LLLC are welcome to develop business relationships with external parties that benefit both LLLC and the other party, as long as all of the stipulations of this policy and other applicable policies are met. See *LLLC Fundraising and Commitment to Donors*, and *LLLC Collaborative Action*.

Advertisements and Exhibits

LLLC publications and events may include advertisements and/or exhibits.

The following are examples of items that will not be advertised nor exhibited:

- any product that has been documented as harmful to the breastfed baby, nursing parent, and/or nursing relationship (e.g. infant formula, commercial baby foods and weaning foods, baby bottles, nipples or pacifiers, and nipple shields);
- any product that could undermine breastfeeding;
- any product incompatible with LLL purpose or philosophy. See **LLL Philosophy**
- any recalled product
- medications, vitamins, minerals, medicinal herbs and food supplements

All advertisements and/or exhibits will be covered by a written, legal contract that protects LLLC from liability.

- Acceptance of advertisements and/or an exhibit arrangement does not constitute an endorsement. Statements to this effect will be made in publications and in event and exhibition programs. All contracts will include a summary of relevant information from LLLC policies.

Contractual Relationships with Commercial Companies

When considering a relationship with a commercial company, LLLC will keep in mind that any relationship lends La Leche League's credibility to the company, and that even a donation in kind is a trade – the gift for advertising exposure for the company. Factors to keep in mind include:

- advertising is a relationship and needs to be governed by a contract
- written contracts should contain
 - time limits
 - early termination provisions
 - termination for cause provisions
 - if the other party engages in conduct that, in the opinion of LLLC or the International Code Committee, violates the International Code
 - if the company is purchased by a group that violates the International Code
 - if the product is recalled

5. Sponsorships or endorsements by, or licensed product agreements with a commercial company for LLLC

Corporate sponsorships, endorsements, and licensed product agreements are relationships of mutual benefit to LLLC and the other person or organization, where the name and/or logo of a company might appear with the name and/or logo of LLLC.

Corporate sponsorships, endorsements, and licensed product agreements will be in writing and include (but not be limited to) clauses enabling LLLC to end the relationship should any violations of the International Code or other conflicts of interest arise. These clauses will specify end points at agreed-upon intervals and provide for termination of the contract if changes occur in the company that may undermine breastfeeding as defined by LLLC. See ***LLLC Protection of LLLI/LLLC Logo and Name***.

6. Endorsements, Sponsorships, and Licensed Product Agreements

LLLI has granted a limited, revocable and exclusive right to LLLC to use and sublicense the LLLI Marks and LLLC Mark and other trademarks and service marks that LLLI may approve in the future within the geographic boundaries of Canada and in languages other than French. LLLI permits LLLC to authorize any act that expresses or implies sponsorship, endorsement, authorization, or approval by LLLC of any person, service, or item within Canada in languages other than French. Contracts of expressed or implied LLLC endorsements or sponsorships are to be negotiated and signed by a designate of the LLLC Board of Directors.

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