

**CLC SPECIAL AGREEMENT REGARDING
LABOR CODES OF CONDUCT
(July 2016 Document)**

This is an Agreement between -----, a ----- organized under the laws of the state of «State», having its principal place of business at ----- (“Licensee”), and the Collegiate Licensing Company LLC, a Georgia limited liability company, having its principal place of business at 1075 Peachtree Street Suite 3300, Atlanta, Georgia 30309 (“CLC”), as agent on behalf of the Collegiate Institutions.

WHEREAS Licensee and CLC have entered into and are operating under the terms of the Collegiate Licensing Company Standard Retail Product License Agreement and/or other similar license agreements involving the use of Collegiate Institution indicia (collectively, the “License Agreement”);

WHEREAS Collegiate Institutions have adopted certain labor code standards and verification / monitoring procedures regarding the manufacture, production and sale of Licensed Articles (“Code(s) of Conduct”);

WHEREAS Collegiate Institutions have directed CLC to implement their respective Codes of Conduct with Licensee as an additional License Agreement requirement;

WHEREAS defined terms not defined herein will have the same meanings as ascribed to such terms in the License Agreement.

NOW, THEREFORE, in consideration of the parties’ mutual covenants and undertakings, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. LICENSEE OBLIGATIONS

Certain Collegiate Institutions have directed CLC to implement the Code of Conduct requirements as described in this Agreement as an institutional policy and requirement, as provided in the License Agreement. Accordingly, Licensee shall comply with Code of Conduct requirements as directed by the respective Collegiate Institutions and as described in this Agreement in order to remain in compliance with the License Agreement. Licensee shall cooperate with CLC, the Collegiate Institutions and/or their agents or representatives in periodic inspections of Licensee’s factory sites to ensure that Licensee is in compliance with such Code of Conduct requirements. Licensee’s failure to comply with Code of Conduct requirements for a Collegiate Institution shall be considered a breach of the License Agreement regarding the applicable Collegiate Institution.

2. CURRENT CODE OF CONDUCT REQUIREMENTS

Certain Collegiate Institutions have adopted Code of Conduct requirements. Those requirements are set forth on the attached Schedules and Riders.

3. ADDITIONS / MODIFICATIONS OF CODE OF CONDUCT REQUIREMENTS

Additional Collegiate Institutions may from time to time implement Code of Conduct requirements, and Collegiate Institutions may from time to time modify their Code of Conduct requirements. CLC shall give Licensee reasonable written notice of any changes in Code of Conduct requirements. Licensee, upon receipt of the notice, shall be responsible for complying with the new Code of Conduct requirements.

4. TERM

This Agreement shall begin effect on the last date of signature below and shall terminate upon the termination, revocation, cancellation or expiration of the rights granted Licensee under the License Agreement with respect to affected Collegiate Institution(s). Any renewal(s) of said License Agreement shall constitute renewal of this Agreement.

5. SEVERABILITY

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6. NO WAIVER, MODIFICATION, ETC.

This Agreement, including attachments, constitutes the entire agreement and understanding between the parties and cancels, terminates, and supersedes any prior agreement or understanding relating to the subject matter hereof between Licensee, CLC and

Collegiate Institutions. There are no representations, promises, agreements, warranties, covenants or understandings other than those contained herein. None of the provisions of this Agreement may be waived or modified, except expressly in writing signed by both parties. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

7. MISCELLANEOUS

When necessary for appropriate meaning, a plural shall be deemed to be the singular and singular shall be deemed to be the plural. The attached Schedules and Riders are an integral part of this Agreement. Paragraph headings are for convenience only and shall not add to or detract from any of the terms or provisions of this Agreement. This Agreement shall be construed in accordance with the laws of the state of Georgia, which shall be the sole jurisdiction for any disputes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. Signatures transmitted electronically by portable document format (pdf) file or facsimile shall be binding for all purposes hereof.

LICENSEE: -----

COLLEGIATE LICENSING COMPANY, LLC

By: _____

By: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

Labor Code Standards Schedule I

- I. Introduction: The Collegiate Licensing Company (“CLC”) and the collegiate institutions represented by CLC (“Collegiate Institutions”) are each committed to conducting their business affairs in a socially responsible and ethical manner consistent with their respective educational, research and/or service missions, and to protecting and preserving the global environment. While CLC and the Collegiate Institutions believe that Licensees share this commitment, CLC and certain Collegiate Institutions have adopted the following Labor Code Standards (the “Code”) which requires that all Licensees, at a minimum, adhere to the principles set forth in the Code.

Throughout the Code the term “Licensee” shall include all persons or entities which have entered into a written “License Agreement” with CLC to manufacture “Licensed Articles” (as that term is defined in the License Agreement) bearing the names, trademarks and/or images of one or more Collegiate Institutions. The term “Licensee” shall for purposes of the Code, and unless otherwise specified in the Code, encompass all of Licensees’ contractors, subcontractors or manufacturers which produce, assemble or package finished Licensed Articles for the consumer.

- II. Standards: Licensees agree to operate work places and contract with companies whose work places adhere to the standards and practices described below. CLC and the Collegiate Institutions prefer that Licensees exceed these standards.

A. Legal Compliance: Licensees must comply with all applicable legal requirements of the country(ies) of manufacture in conducting business related to or involving the production or sale of Licensed Articles. Where there are differences or conflicts with the Code and the laws of the country(ies) of manufacture, the higher standard shall prevail, subject to the following considerations. In countries where law or practice conflicts with these labor standards, Licensees agree to consult with governmental, human rights, labor and business organizations and to take effective actions as evaluated by CLC, the applicable Collegiate Institution(s) or their designee, and the applicable Licensee(s) to achieve the maximum possible compliance with each of these standards. Licensees further agree to refrain from any actions that would diminish the protections of these labor standards.

B. Employment Standards: Licensees shall comply with the following standards:

1. Wages and Benefits: Licensees recognize that wages are essential to meeting employees’ basic needs. Licensees shall pay employees, as a floor, at least the minimum wage required by local law or the local prevailing industry wage, whichever is higher, and shall provide legally mandated benefits.¹
2. Working Hours: Except in extraordinary business circumstances, hourly and/or quota-based wage employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country do not limit the hours of work, the regular work week in such country plus 12 hours overtime; and (ii) be entitled to at least one day off in every seven day period.
3. Overtime Compensation: In addition to their compensation for regular hours of work, hourly and/or quota-based wage employees shall be compensated for overtime hours at such a premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.
4. Child Labor: Licensees shall not employ any person at an age younger than 15 (or 14, where, consistent with International Labor Organization practices for developing countries, the law of the country of manufacture allows such exception). Where the age for completing compulsory education is higher than the standard for the minimum age of employment stated above, the higher age for completing compulsory

¹CLC and the Collegiate Institutions will continue to monitor these issues and will promote studies that examine conditions and factors related to minimum and prevailing wages and employees’ basic needs.

education shall apply to this section. Licensees agree to consult with governmental, human rights and nongovernmental organizations, and to take reasonable steps as evaluated by CLC, the applicable Collegiate Institution(s) or their designee, and the applicable Licensee(s) to minimize the negative impact on children released from employment as a result of implementation or enforcement of the Code.

5. **Forced Labor:** There shall not be any use of forced prison labor, indentured labor, bonded labor or other forced labor.
6. **Health and Safety:** Licensees shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of Licensee facilities.
7. **Nondiscrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.
8. **Harassment or Abuse:** Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse. Licensees will not use or tolerate any form of corporal punishment.
9. **Freedom of Association and Collective Bargaining:** Licensees shall recognize and respect the right of employees to freedom of association and collective bargaining.

COLLEGIATE INSTITUTIONS - LIST I

The following Collegiate Institutions have adopted Labor Code Standards – Schedule I:

1. The University of Alabama
2. University of Arizona
3. Arizona State University
4. University of Arkansas-Fayetteville
5. Auburn University
6. Boston College
7. Boston University
8. California Polytechnic State University,
San Luis Obispo
9. California State University, Sacramento
10. University of Cincinnati
11. Clemson University
12. University of Colorado
13. University of Connecticut
14. Cornell University
15. University of Delaware
16. Duke University
17. Drexel University
18. East Carolina University
19. University of Florida
20. Florida State University
21. Fresno State
22. George Mason University
23. George Washington University
24. Georgetown University
25. Georgia Institute of Technology
26. Idaho State University
27. University of Illinois
28. James Madison University
29. University of Kansas
30. University of Louisiana at Lafayette
31. University of Louisville
32. Marshall University
33. University of Maryland
34. Michigan State University
35. University of Mississippi
36. The University of Missouri
37. Missouri State University
38. University of Montana
39. Montana State University
40. Morgan State University
41. University of Nebraska
42. University of Nevada
43. University of New Hampshire
44. University of North Carolina at
Greensboro
45. University of North Carolina
46. University of North Texas
47. Northwestern University
48. The University of Oklahoma
49. Oklahoma State University
50. Old Dominion University
51. Oregon State University
52. The Pennsylvania State University
53. Pepperdine University
54. University of Pittsburgh
55. Providence College
56. Rice University
57. Rutgers University
58. Saint Joseph's University
59. University of San Diego
60. Santa Clara University
61. University of South Carolina
62. University of South Florida
63. Southern Utah University
64. Spelman College
65. Syracuse University
66. The University of Tennessee
67. The University of Tennessee at
Chattanooga
68. The University of Tennessee at Martin
69. Texas Tech University
70. Tulane University
71. The University of Tulsa
72. United States Air Force Academy
73. University of Utah
74. Utah State University
75. Vanderbilt University
76. Villanova University
77. University of Virginia
78. Virginia Commonwealth University
79. University of Washington
80. Western Kentucky University
81. College of William & Mary
82. University of Wyoming

**Labor Code Standards
Rider 1 to Schedule I**

Full Public Disclosure:

Each Licensee shall disclose to the Collegiate Institution(s) or its designee the location (including factory name, contact name, address, phone number, e-mail address, products produced, and nature of business association) of each factory used in the production of all items which bear Licensed Indicia (as defined in the License Agreement) . Such information shall be updated upon change of any factory site location. The Collegiate Institution(s) reserve the right to disclose this information to third parties, without restriction as to its further distribution.

COLLEGIATE INSTITUTIONS - LIST II

The following Collegiate Institutions have adopted Rider 1 to Schedule I:

1. University of Alabama
2. University of Arizona
3. Arizona State University
4. University of Arkansas-Fayetteville
5. Auburn University
6. Boise State University
7. Boston College
8. Boston University
9. California State University, Sacramento
10. California State University, Northridge
11. University of California, Berkeley
12. University of California, Los Angeles
13. University of Colorado
14. University of Connecticut
15. Cornell University
16. University of Delaware
17. Drexel University
18. Duke University
19. East Carolina University
20. Eastern Illinois University
21. University of Florida
22. Florida State University
23. Fresno State
24. George Mason University
25. George Washington University
26. Georgetown University
27. Georgia Institute of Technology
28. Gonzaga University
29. University of Illinois
30. James Madison University
31. University of Kansas
32. Louisiana State University
33. University of Louisville
34. Marshall University
35. University of Maryland
36. The University of Michigan
37. Michigan State University
38. Middle Tennessee State University
39. University of Mississippi
40. The University of Missouri
41. Missouri State University
42. University of Montana
43. Montana State University
44. University of Nebraska
45. University of New Hampshire
46. New Mexico State University
47. New York University
48. University of North Carolina at Greensboro
49. University of North Carolina
50. Northern Arizona University
51. Northwestern University
52. The University of Oklahoma
53. Oklahoma State University
54. Old Dominion University
55. Oregon State University
56. The Pennsylvania State University
57. University of Pittsburgh
58. Providence College
59. The University of Rhode Island
60. Rutgers University
61. St. Cloud State University
62. Saint Joseph's University
63. University of San Diego
64. University of South Carolina
65. University of South Florida
66. Southern Illinois University
67. Spelman College
68. Stanford University
69. Syracuse University
70. The University of Tennessee at Knoxville
71. The University of Tennessee at Chattanooga
72. The University of Tennessee at Martin
73. Tulane University
74. University of Utah
75. Utah State University
76. Vanderbilt University
77. Villanova University
78. University of Virginia
79. Virginia Commonwealth University
80. Wake Forest University
81. University of Washington
82. Washington State University
83. West Virginia University
84. Western Washington University
85. College of William & Mary
86. University of Wisconsin - Milwaukee
87. University of Wyoming

**Labor Code Standards
Rider 1A to Schedule I**

Full Public Disclosure:

For University of Arizona licensees, full public disclosure includes but shall not be limited to direct disclosure to the University, in addition to required disclosure to CLC or various other monitoring organizations.

Monitoring:

In addition to any other monitoring provisions or practices which the University of Arizona may require, including but not limited to those developed by or to be developed by the FLA, CLC, or other programs in which the University elects to participate, the University further requires that as part of its overall Code compliance and monitoring program, Licensees will accommodate unannounced visits to, and unannounced independent monitoring of, factories selected without the participation of the companies whose factories, or whose contractors' factories, are being monitored. For purposes of this provision, "independent monitoring" must involve accreditation of monitors wherein the qualifying person or group has no monetary interest in the outcome of the monitoring process. The independent monitor may not be chosen by the individual corporate or other ownership entity whose factories or whose contractor's factories are being monitored, nor may the monitors be selected or accredited by a group dominated by commercial or corporate interests or entities. Accreditation should occur through organizations with balanced representation of business entities, universities, human rights organizations and preferably labor rights organizations.

**Labor Code Standards
Rider 2 to Schedule I**

Women's Rights:

1. Women workers will receive equal remuneration, including benefits, equal treatment, equal evaluation of the quality of their work, and equal opportunity to fill all positions as male workers.
2. Pregnancy tests will not be a condition of employment, nor will they be demanded of employees.
3. Workers who take maternity leave will not face dismissal nor threat of dismissal, loss of seniority or deduction of wages, and will be able to return to their former employment at the same rate of pay and benefits.
4. Workers will not be forced or pressured to use contraception.
5. Workers will not be exposed to hazards, including glues and solvents, that may endanger their safety, including their reproductive health.
6. Licensees shall provide appropriate services and accommodations to women workers in connection with pregnancy.

COLLEGIATE INSTITUTIONS - LIST III

The following Collegiate Institutions have adopted Rider 2 to Schedule I:

1. The University of Alabama
2. University of Arkansas-Fayetteville
3. University of Arizona
4. Arizona State University
5. Boston University
6. University of Cincinnati
7. University of Colorado
8. University of Connecticut
9. Cornell University
10. Drexel University
11. Duke University
12. East Carolina University
13. University of Florida
14. Florida State University
15. The George Washington University
16. Georgetown University
17. University of Illinois
18. James Madison University
19. Michigan State University
20. University of Mississippi
21. The University of Missouri
22. Missouri State University
23. University of Montana
24. Montana State University
25. University of Nebraska
26. University of North Carolina
27. Northwestern University
28. Old Dominion University
29. Oregon State University
30. The Pennsylvania State University
31. Rutgers University
32. University of San Diego
33. University of South Florida
34. Spelman College
35. Syracuse University
36. The University of Tennessee
37. The University of Tennessee at Chattanooga
38. The University of Tennessee at Martin
39. Tulane University
40. Vanderbilt University
41. University of Virginia
42. Virginia Commonwealth University
43. University of Washington
44. College of William & Mary

Fair Labor Association Membership Schedule II

Licensee shall comply in full with the affiliation requirements of the Fair Labor Association's (FLA) Collegiate Licensee Program. The Collegiate Institutions that are affiliates of the FLA are listed on the attached List IV.

Incorporated in 1999, the FLA is a collaborative effort of socially responsible companies, colleges and universities, and civil society organizations to improve working conditions in factories around the world. The FLA has developed a Workplace Code of Conduct, based on International Labour Organization (ILO) standards, and created a practical monitoring, remediation and verification process to achieve those standards.

The FLA is a brand accountability system that places the onus on companies to achieve the FLA's labor standards in the factories manufacturing their products. Collegiate Institutions affiliated with the FLA seek to ensure that the licensees supplying their Licensed Articles manufacture or source those products from factories in which workers' rights are protected.

The FLA's Collegiate Licensee Program and its requirements for affiliates are outlined at the following weblink:

<http://www.fairlabor.org/fla/go.asp?u=/pub/mp&Page=CollegiateLicensees>

The Fair Labor Association may be contacted at the following address:

Fair Labor Association
1111 19th St. NW, Suite 401
Washington, DC 20036
Tel: +1-202-898-1000
Fax: +1-202-898-9050

COLLEGIATE INSTITUTIONS - LIST IV

The following Collegiate Institutions have adopted Schedule II:

1. University of Alabama
2. University of Arizona
3. Arizona State University
4. Boise State University
5. Boston College
6. Boston University
7. University of California, Berkeley
8. University of California, Los Angeles
9. University of Colorado
10. University of Connecticut
11. Cornell University
12. University of Delaware
13. Duke University
14. Eastern Illinois University
15. University of Florida
16. Florida State University
17. Furman University
18. George Mason University
19. Georgia Institute of Technology
20. University of Illinois
21. James Madison University
22. University of Kansas
23. University of Maryland
24. University of Michigan
25. Michigan State University
26. The University of Missouri
27. University of Nebraska
28. University of New Hampshire
29. New Mexico State University
30. University of North Carolina
31. University of North Carolina at Greensboro
32. Northwestern University
33. The Pennsylvania State University
34. University of Pittsburgh
35. Rutgers University
36. Saint Joseph's University
37. University of South Carolina
38. University of South Florida
39. Stanford University
40. Syracuse University
41. University of Utah
42. Utah State University
43. Vanderbilt University
44. Villanova University
45. University of Virginia
46. University of Washington
47. Washington State University
48. West Virginia University
49. Western Washington University
50. University of Wisconsin Milwaukee
51. The University of Wyoming

**Worker Rights Consortium Membership
Schedule III**

Licensee shall cooperate with the Worker Rights Consortium (WRC). The Collegiate Institutions that are affiliates of the WRC are listed on the attached List V.

The WRC is an independent labor rights monitoring organization that conducts investigations of working conditions in factories on behalf of its affiliate Collegiate Institutions. The WRC conducts independent, in-depth labor rights investigations at factories producing Licensed Articles; issues reports of its findings to affiliate Collegiate Institutions and the public; and, where needed, aids workers to ensure that violations of Collegiate Institution Codes of Conduct are corrected.

Collegiate Institutions that are affiliates of the WRC have agreed to the requirements for affiliation, found at the following weblink:

<http://www.workersrights.org/howto/>

The WRC may be contacted at the following address:

Worker Rights Consortium
5 Thomas Circle NW, Fifth Floor
Washington, DC 20005
Phone: (202) 387-4884
Fax: (202) 387-3292
lynette.dunston@workersrights.org

COLLEGIATE INSTITUTIONS—LIST V

The following Collegiate Institutions have adopted Schedule III

1. University of Alabama
2. University of Arizona
3. Arizona State University
4. Boston College
5. Boston University
6. University of California Berkeley
7. University of California Los Angeles
8. University of Colorado
9. University of Connecticut
10. Cornell University
11. Duke University
12. Eastern Illinois University
13. University of Florida
14. George Washington University
15. Georgetown University
16. Gonzaga University
17. University of Illinois
18. James Madison University
19. University of Louisville
20. University of Maryland
21. University of Michigan
22. Michigan State University
23. University of Minnesota
24. University of Missouri
25. University of Montana
26. Montana State University
27. University of New Hampshire
28. New York University
29. University of North Carolina
30. Northwestern University
31. University of Oklahoma
32. Oklahoma State University
33. The Pennsylvania State University
34. University of Pittsburgh
35. Providence College
36. University of Rhode Island
37. Rutgers University
38. Saint Joseph's University
39. University of South Carolina
40. Stanford University
41. Syracuse University
42. University of Tennessee
43. Tulane University
44. Vanderbilt University
45. Villanova University
46. University of Virginia
47. Virginia Commonwealth University
48. Virginia Tech
49. Wake Forest University
50. University of Washington
51. Washington State University
52. West Virginia University
53. Western Washington University
54. College of William & Mary
55. University of Wisconsin - Milwaukee

Accord on Fire and Building Safety in Bangladesh Requirement

Schedule IV

Licensees which source collegiate products in Bangladesh must sign the Accord on Fire and Building Safety in Bangladesh (“Accord”). Licensees must be identified among Accord signatories at <http://bangladeshaccord.org/signatories/> and provide written documentation to CLC and the Collegiate Institutions to this effect prior to sourcing collegiate product in Bangladesh. Licensees who have already signed the Accord must maintain their signatory status in the Accord if they intend to continue sourcing in Bangladesh and they must provide documentation to this effect to CLC and the Collegiate Institutions annually and upon request.

COLLEGIATE INSTITUTIONS—LIST VI

The following Collegiate Institutions have adopted Schedule IV:

1. Duke University
2. George Washington University
3. Georgetown University
4. University of Louisville
5. University of Michigan
6. University of Minnesota
7. University of North Carolina
8. University of North Carolina Greensboro
9. Northwestern University
10. The Pennsylvania State University
11. University of Pittsburgh
12. Rutgers University
13. University of South Florida
14. Syracuse University
15. Virginia Tech

**Collegiate Institution – University of Michigan
Special University of Michigan Code of Conduct Requirements**

University of Michigan Licensees are required to adopt the Code of Conduct for University of Michigan Licensees attached as Schedule V. Alternatively, in recognition that Licensees may have already implemented other codes of conduct, Licensee will be deemed to have met Licensee's contractual obligation to the University of Michigan provided that (i) Licensee has adopted the CLC Labor Code Standards attached as Schedule I (including Rider 1 – Public Disclosure and Rider 2 – Women's Rights) or the FLA code (including FLA compliance benchmarks); and that (ii) the Licensee agrees with the following principles:

1. Code provisions apply not only to the supplier factories but also to the primary manufactured components of the licensed articles.
2. The women's rights provisions are understood to include the right of a new mother to take a leave of absence and that nondiscrimination includes protections against adverse employment decisions based on marital status and reproductive or family situation.
3. Freedom of association means that Licensees shall recognize and respect the right of factory workers to freedom of association and collective bargaining; no worker shall be subject to harassment, intimidation or retaliation for her/his efforts to freely associate or bargain collectively; Licensees shall allow union organizers access to workers; and Licensees shall recognize the union of the worker's choice.
4. Mandatory work should be closely monitored. Any scheduling of mandatory hours of work exceeding sixty (60) hours in a workweek should be reported to the University of Michigan with a full explanation that this was due to extraordinary circumstances and the nature of such extraordinary circumstances.
5. Wages paid factory workers should meet at least basic needs.
6. Reporting Requirement. Throughout the term of the License Agreement, Licensee agrees to comply with the University's Code of Conduct and to ensure that all suppliers also comply with the Code. Licensee agrees to document the nature and extent of all activities that it undertakes to ensure its compliance with the Code of Conduct. The University may request information at any time during the term of the License Agreement concerning the Licensee's monitoring of its compliance with the Code of Conduct. Licensee will be expected to forward all requested information to the University in a timely manner at the Licensee's expense. Information received shall be treated as confidential, within the legal limits of confidentiality as may be required by open records laws of the State of Michigan. Failure to comply with this condition to the License Agreement could result in the suspension or cancellation of License Agreement. This requirement does not constitute an exception to or substitute for any requirements set forth by the FLA or any other contractual requirement for licensees.

Code of Conduct for University of Michigan Licensees Schedule V

Preamble

The University of Michigan is dedicated to the ethical and responsible stewardship of our resources. As an educational institution, the University places the highest value on ensuring that everyone connected with the University of Michigan works to enhance its ethical standards. An important component of the University's commitment to ethical leadership is the President's Advisory Committee on Labor Standards and Human Rights. To help achieve the University's ethical vision, the University of Michigan adopts the following Code of Conduct. The Code's guiding principle is that all goods displaying the University of Michigan label must be produced in accordance with our Code of Conduct, international labor standards and respect for human rights and dignity. In promoting these standards, the University works in conjunction with other organizations whose mission is to improve labor standards such as Workers Rights Consortium (WRC), Collegiate Licensing Company (CLC), the Fair Labor Association (FLA), etc.

Scope

For purposes of this Code, the term licensee shall encompass all of a licensee's contractors, subcontractors, factory workers, or manufacturers that produce, assemble, or package finished University of Michigan licensed articles for the consumer. The University's commitment is to improve the labor conditions throughout the licensees' supply chain.

Labor Standards

Forced Labor – Licensees shall not use (or purchase materials that are produced using) any form of forced labor, whether in the form of prison labor, indentured labor, bonded labor, or otherwise.

Child Labor – Licensees shall not employ any person at an age younger than 15. Where the age for completing compulsory education is higher than the standard for the minimum age of employment stated above, the higher age for completing compulsory education shall apply to this section. Licensees agree to consult with governmental, human rights, and non-governmental organizations, and to take reasonable steps to minimize the negative impact on children released from employment as a result of implementation or enforcement of the Code.

Harassment or Abuse – Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse. Licensees will not use or tolerate any form of corporal punishment.

Nondiscrimination – No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, marital status, reproductive or familial situation, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.

Health and Safety – Licensees shall provide a safe and healthy working environment to prevent accidents and injury to health, including reproductive health, arising out of, linked with, or occurring in the course of work or as a result of the operation of Licensee facilities.

Women’s Rights – Women’s rights are included in the previous sections of this Code of Conduct. Without restricting the generality of the foregoing and for purposes of greater clarity and specificity, licensees shall abide by the following conditions:

- Female workers shall have the same work opportunities as men, without arbitrary restriction on the types of jobs or special limits on hours of work;
- Licensees shall not use criteria related to marital or reproductive status (for example, pregnancy tests, the use of contraception, fertility status) as conditions of employment;
- New mothers shall be entitled to leaves of absence (with the right to return to work) for childbirth and recovery from childbirth.
- Freedom of Association and Collective Bargaining – Licensees shall recognize and respect the right of employees to freedom of association and collective bargaining. No employee shall be subject to harassment, intimidation or retaliation for her/his efforts to freely associate or bargain collectively. Licensees shall allow union organizers access to employees. Licensees shall recognize the union of the employee’s choice.

Hours of Work and Overtime – Licensees shall comply with applicable laws and industry standards on working hours. In any event, personnel shall not, on a regular basis, be required to work in excess of 48 hours per week and shall be provided with at least one day off in every seven-day period. Mandatory overtime shall be limited to extraordinary and short-term business circumstances and the policy concerning mandatory overtime shall be explained to employees before they are hired. Regular working hours plus mandatory overtime shall not exceed 60 hours per week. All overtime shall be remunerated at an appropriate premium rate.

Compensation – Licensees recognize that wages are the principal means of meeting the basic needs of employees and their families, and therefore shall pay a wage that enables employees to satisfy their basic needs and provide legally mandated benefits. Licensees shall ensure that wages and benefits for a standard working week meet at least legal minimum standards and industry averages, whichever is greater, and that net compensation is at least sufficient to meet the worker’s basic needs. Compensation standards will be adjusted periodically based on experience and increased knowledge concerning local labor markets and living conditions.

Remediation - When a violation of the Code of Conduct occurs, remediation of the violation by the Licensee is expected. If a Licensee has failed to self-correct a violation of the Code, the University will consult with the Licensee (for itself and on behalf of its contractors, subcontractors, or manufacturers) to determine appropriate corrective action. The remedy will, at a minimum, include requiring the Licensee to take all steps necessary to correct such violations to the University’s satisfaction. If agreement on corrective action is not reached and/or the action does not result in correction of the violation within a specified reasonable time period, the University reserves the right to terminate or not renew its relationship with any Licensee, as provided in the Licensee’s agreement with the University.

**University of Minnesota
Trademark Licensee Code of Conduct
Schedule VI**

I. Introduction.

A. The University of Minnesota (the “University”) is committed to conducting its business affairs in a socially responsible and ethical manner, and expects its Licensees to conduct their business in a manner consistent with this Code of Conduct.

B. The term “Licensee” as used in this Code of Conduct shall include all persons or entities which have entered into a written “License Agreement” with the University to manufacture “Licensed Articles” (as that term is defined in the License Agreement) bearing the names, trademarks and/or images of the University. The term “Licensee” shall for purposes of the Code, and unless otherwise specified in the Code, encompass all of Licensees’ contractors, subcontractors or manufacturers which produce, assemble or package finished Licensed Articles for the consumer.

II. Notice.

A. The principles set forth in the Code shall apply to all Licensees.

B. As a condition of being permitted to produce and/or sell Licensed Articles, Licensees must comply with the Code. Licensees are required to adhere to the Code within six (6) months of notification of the Code and as required in applicable license agreements.

III. Standards.

A. Licensees agree to operate work places and contract with companies whose work places adhere to the standards and practices described below. The University prefers that Licensees exceed these standards.

B. **Legal Compliance.** Licensees must comply with all applicable legal requirements of the country(ies) of manufacture in conducting business related to or involving the production or sale of Licensed Articles. Where there are differences or conflicts with the Code and the laws of the country(ies) of manufacture, the higher standard shall prevail, subject to the considerations stated in Section VII. Labor Standards Environment.

C. **Employment Standards.** Licensees shall comply with the following standards:

1. *Wages and Benefits.* Licensees recognize that wages are essential to meeting employees’ basic needs. Licensees shall pay employees wages and benefits which comply with all applicable laws and regulations, and which match or exceed the local prevailing wages and benefits in the relevant industry.

2. *Working Hours.* Hourly and/or quota-based wage employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country do

not limit the hours of work, the regular work week in such country plus 12 hours overtime, and (ii) be entitled to at least one day off in every seven day period.

3. *Overtime Compensation.* In addition to their compensation for regular hours of work hourly and/or quota-based wage employees shall be compensated for overtime hours at such a premium rate as is legally required in the country of manufacture or, in those countries where such rules do not exist, at a rate at least one and one-half the regular hourly compensation rate.

4. *Child Labor.* Licensees shall not employ any person at an age younger than 15 (or 14, where, consistent with International Labor Organization practices for developing countries, the law of the country of manufacture allows such exception). Where the age for completing compulsory education is higher than the standard for the minimum age of employment stated above, the higher age for completing compulsory education shall apply to this section, Licensees agree to consult with governmental, human rights, and nongovernmental organizations, and to take reasonable steps as evaluated by the University and the Licensee to minimize the negative impact on children released from employment as a result of implementation or enforcement of the Code.

5. *Forced Labor.* There shall not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.

6. *Health and Safety.* Licensees shall provide a safe and healthy working environment to prevent accidents and injury to health, including reproductive health, arising out of, linked with, or occurring in the course of work or as a result of the operation of Licensee facilities.

7. *Nondiscrimination.* No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, marital status, or social or ethnic origin.

8. *Harassment or Abuse.* Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological, or verbal harassment or abuse. Licensees will not use or tolerate any form of corporal punishment.

9. *Freedom of Association and Collective Bargaining.* Licensees shall recognize and respect the right of employees to freedom of association and collective bargaining. No employee shall be subject to harassment, intimidation or retaliation in their efforts to freely associate or bargain collectively. Licensees shall allow all union organizers equal access to employees. Licensees shall recognize the union of the employees' choice.

10. *Women's Rights.*

a. Women workers will receive equal remuneration, including benefits; equal treatment; equal evaluation of the quality of their work; and equal opportunity to fill all positions open to male workers.

b. Pregnancy tests will not be a condition of employment, nor will they be demanded of employees.

c. Women workers who take maternity leave will not face dismissal nor threat of

dismissal, loss of seniority or deduction of wages, and will be able to return to their former employment at the same rate of pay and benefits.

d. Women workers will not be forced or pressured to use contraception.

e. Women workers will not be exposed to hazards, including glues and solvents, that may endanger their safety, including their reproductive health.

f. Licensees shall provide appropriate accommodation to women workers in connection with pregnancy

IV. Disclosure. Upon execution and renewal of the License Agreement and upon the selection of any new manufacturing facility which produces Licensed Articles, Licensees (for themselves and on behalf of their contractors, subcontractors, or manufacturers) shall disclose to the University and the public, the company names, contacts, addresses, phone numbers, e-mail addresses, and nature of the business association for all such facilities which produce Licensed Articles.

V. Compliance. It shall be the responsibility of Licensees (for themselves and on behalf of their contractors, subcontractors, or manufacturers) to ensure their compliance with the Code. Licensees shall provide to the University at least sixty (60) days prior to the end of each contract year of the License Agreement written assurance that (i) licensees are in compliance with the Code and/or (ii) licensees are taking reasonable steps to remedy non-compliance in facilities found not to be in compliance with the Code along with a summary of those steps taken to remedy material violations, and/or difficulties encountered, during the preceding year in implementing and enforcing the Code at all of Licensees' facilities which produce Licensed Articles.

VI. Verification. The WRC and its Member Institutions will undertake efforts to determine and clearly define the obligations associated with the development of adequate methods and training for independent external monitoring, as guided by the principles in the founding document of the Consortium.

VII. Labor Standards Environment. In countries where law or practice conflicts with these labor standards, Licensees agree to consult with governmental human rights, labor and business organizations and to take effective actions as determined by the University to achieve full compliance with each of these standards. Licensees further agree to refrain from any actions that would diminish the protections of these labor standards. In addition to all other rights under the Licensing Agreement, the University reserves the right to refuse renewal of Licensing Agreements for goods made in countries where: A. progress toward implementation of the employment standards in the Code is no longer being made; and B. compliance with the employment standards in the Code is deemed impossible, The University shall make such determinations based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant Licensees.

VIII. Remediation. Remedies herein apply to violations which occur after the Effective Date of the Code.

A. If a Licensee has failed to self-correct a violation of the Code, the University will consult with the Licensee (for itself and on behalf of its contractors, subcontractors, or manufacturers) to determine appropriate corrective action.

B. If agreement on corrective action is not reached, and/or the action does not result in correction

of the violation within a specified reasonable time period, the University reserves the right to (i) require that the Licensee terminate its relationship with any contractor, subcontractor, or manufacturer that

continues to conduct its business in violation of the Code, and/or (ii) terminate its relationship with any Licensee that continues to conduct its business in violation of the Code.

C. In either event, the University will provide the Licensee with thirty (30) days written notice of termination

IX. Public Accountability. The University shall establish a procedure for including students, faculty, and staff in the development of this Code and the oversight of its verification.

UNIVERSITY OF CALIFORNIA
Code of Conduct Provisions
Schedule VII

In addition to the University of California (“University”) Code of Conduct for Trademark Licensees (“Code”) set forth below, Licensee shall also comply with the provisions set forth below. “University” shall, for purposes of this Agreement, apply to the University of California, Berkeley, and the University of California, Los Angeles.

- Licensee agrees to comply fully with the Code, and all amendments thereto which University may from time to time, upon reasonable notice, adopt. Failure to comply with the Code shall constitute a breach of this Agreement.
- University and Licensee agree that, until otherwise defined, the definition of “Living Wage,” Section IV-C-1 of the Code, shall mean a wage that is not less than the minimum wage (adjusted for overtime) required by the law of the applicable jurisdiction.
- Licensee shall submit an annual report to University and CLC within one hundred eighty (180) days from the effective date of this Agreement certifying Licensee’s compliance with the Code, including compliance by Licensee’s Subcontractors.
- Licensee shall promptly notify University and CLC of any and all findings by Licensee or allegations by others that constitute or may constitute Licensee’s, its Manufacturer’s or its contractor’s non-compliance with the Code. Licensee shall provide promptly to University and CLC all details of such findings or allegations, including, but not limited to, copies of any reports, complaints, or other documentation concerning an actual or alleged violation of the Code, and shall identify the names and addresses of the sources of said reports, complaints, or other documentation. Licensee shall provide promptly to University and CLC a copy of any written response Licensee has made to such allegation and provide a report describing all actions Licensee has taken, if any, to remedy the alleged violations of the Code.
- University shall have the right to investigate, either by itself or through a representative(s) designated by University, allegations or evidence of violations of the Code by Licensee or a Manufacturer (as defined in the License Agreement) or a contractor (as defined in the University of California Code of Conduct for Trademark Licensees), as well as the Licensee’s, Manufacturer’s or contractor’s actions to correct such violation(s). Licensee, Manufacturer and contractor shall cooperate fully with such investigations, and shall give University or a representative designated by University free and full access to all facilities, materials, and records that may be relevant to such investigation and shall further provide access to all employees who may be affected by or have knowledge of the alleged or actual violation. Notwithstanding any other provision of this Agreement or the License Agreement, the investigation of University or a representative designated by University may occur with or without notice, and as many times as deemed necessary by University or said representative, in its sole discretion.
- Licensee shall apply promptly for participation in the Fair Labor Association (hereinafter “FLA”). Licensee acknowledges and agrees that its affiliation with the FLA is a material condition of this Agreement and the License Agreement, and agrees to take all required and

appropriate steps in order to apply for an maintain such affiliation in good standing during the Term of this Agreement and the License Agreement.

UNIVERSITY OF CALIFORNIA
Code of Conduct for Trademark Licensees
January 5, 2000

Introduction/Notice/Remediation
Standards/Compliance and Disclosure/Verification

I. **Introduction:** The University of California (“University”) is committed to conducting its business affairs in a manner consistent with its employee personnel policies and expects its licensees to conduct their business in a manner consistent with, and follow workplace standards that adhere to this Code of Conduct (the Code). The Code is subject to amendment to reflect any subsequently developed standards either by the University or a national higher education organization whose code the University chooses to adopt.

II. **Notice:** This Code shall apply to all trademark licensees of the University of California. Throughout this code the term “licensee” shall include all persons or entities who have entered a written licensing agreement with the University to manufacture products bearing the name, trademarks and/or images of the University. Additionally, this Code shall apply to all of the licensee’s contractors. Throughout this Code the term “contractor” shall include each contractor, subcontractor, vendor, or manufacturer that is engaged in a manufacturing process that results in a finished product for the consumer. “Manufacturing process” shall include assembly and packaging.

As a condition of being permitted to produce and/or sell licensed products bearing the name, trademarks and/or images of the University, each licensee must comply with this Code and ensure that its contractors comply with this Code. All licensees and contractors are required to adhere to this Code within six months of notification of the Code and as required in applicable license agreements.

III. **Remediation:** If the University determines that any licensee or contractor has failed to remedy a violation of this Code, the University will consult with the licensee to examine the issues and determine the appropriate measures to be taken. The remedy will, at a minimum, include requiring the licensee to take all steps necessary to correct such violations including, without limitation, paying all applicable back wages found due to workers who manufactured the licensed articles, and reinstating any worker whose employment has been terminated in violation of this Code of Conduct. If consultation and agreed upon measures fail to adequately resolve the violations within a specified time period, the University and the licensee will implement a corrective action plan on terms acceptable to the University. The University reserves the right to terminate its relationship with any licensee which continues to conduct its business in violation of the corrective action plan, in accordance with the terms set forth in the licensee agreement.

IV. **Standards:** University licensees and their contractors must operate workplaces, and ensure that their contractors operate workplaces, that adhere to the following minimum standards and practices:

A. **Legal Compliance:** University licensees and their contractors must comply, at a minimum, with all applicable legal requirements of the country in which products are manufactured. Where

this Code and the applicable laws of the country of manufacture conflict or differ, the higher standard shall prevail. Such compliance shall include compliance with all applicable environmental laws.

B. Ethical Principles: Licensees shall commit to conduct their business according to a set of ethical standards which include, but are not limited to, honesty, integrity, trustworthiness, and respect for the unique intrinsic value of each human being.

C. Employment Standards: The University will do business only with licensees whose workers are present to work voluntarily, are not at undue risk of physical harm, are fairly compensated, and are not exploited in any way. In addition, the following specific guidelines must be followed:

- 1) **Wages and Benefits:** Licensees and their contractors must provide wages and benefits which comply with all applicable laws and regulations and which match or exceed the local prevailing wages and benefits in the relevant industry or which constitute a “living wage,” whichever provides greater wages and benefits.
- 2) **Working Hours:** Except in extraordinary circumstances, employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime per week, or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture; and (ii) be entitled to at least one day off in every 7-day period.
- 3) **Overtime Compensation:** In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such a premium rate as is legally required in that country, but not less than at a rate equal to their regular hourly compensation rate.
- 4) **Child Labor:** No person shall be employed at an age younger than 15 (or 14 where, consistent with International Labor Organization practices for developing countries, the law of the country of manufacture allows such exception). Where the age for completing compulsory education is higher than the standard for the minimum age of employment stated above, the higher age for completing compulsory education shall apply to this section. Licensees agree to work with governmental, human rights, and non-governmental organizations, as determined by the University and licensee, to minimize the negative impact on any child released from employment as a result of the enforcement of this Code.
- 5) **Forced Labor:** There shall not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise (March 1977 Regents’ Action, University Policy on the Procurement of Foreign-Made Equipment, Materials, or Supplies Produced by Forced Labor, Convict, or Indentured Labor and Administrative Guidelines issued April 7, 1998).
- 6) **Health and Safety:** Licensees and their contractors must provide workers with a safe and healthy work environment and must, at a minimum, comply with local and national health and safety laws. If residential facilities are provided to workers, they must be safe and healthy facilities.
- 7) **Nondiscrimination:** Licensees and their contractors shall employ individuals solely on the basis of their ability to perform the job. Licensees and their contractors may not

discriminate against employees in subsequent personnel decisions. The pregnancy of an employee shall not be used as a basis for disciplinary treatment or termination of employment. Licensees and their contractors shall use their best efforts to reinstate workers who have taken maternity leave to the same or similar position at the same rate of pay and benefits. No employee or prospective employee shall be subjected to involuntary use of contraceptives or pregnancy testing.

8) **Harassment or Abuse:** Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse. Licensees will not use or tolerate any form of corporal punishment.

9) **Freedom of Association:** Licensees and their contractors shall recognize and respect the right of employees to freedom of association and collective bargaining with bargaining representatives of their own choice. No employee shall be subject to harassment, intimidation or retaliation as a result of his or her efforts to freely associate or bargain collectively.

V. **Compliance:** Prior to the date of an annual renewal of a license agreement, the licensee shall be required to provide the following to the University, as set forth in the license agreement:

A. The company names, owners and/or officers; and addresses, phone numbers, email addresses and the nature of the business association of all the licensees' contractors and manufacturing plants which are involved in the manufacturing process of items which bear, or will bear, the name, trademarks and/or images of the University;

B. Written assurances that it and its contractors adhere to this Code (except that in the initial phase-in period, licensee must provide such written assurances within six months of receipt of this Code); and

C. A summary of the steps taken, and/or difficulties encountered, during the preceding year in implementing and enforcing this Code at each site.

VI. **Disclosure:**

A. The company names, owners, and/or officers, addresses, and nature of the business association, including the steps performed in the manufacturing process, of all the licensees' contractors and manufacturing plants which are involved in the manufacturing process of items which bear, or will bear, the name, trademarks and or images of the university shall be made public information.

B. The Licensee shall be required to report immediately to the University any changes in its business operations which materially affect the application of this Code, such as the selection of a new factory. This information will also be made publicly available.

VII. **Verification:** It shall be the responsibility of each University licensee to insure its compliance with this Code, and to verify that its contractors are in compliance with this Code.

Clearly defined methods of internal monitoring, training and independent external monitoring have not yet been determined by the University and licensee. The University and its licensees

shall undertake efforts to determine and clearly define the obligations associated with the development of adequate training and monitoring methods, including establishment of a reasonable time frame within which compliance measures, including internal monitoring and independent external monitoring, will begin.

**Vanderbilt University
Code of Conduct
Schedule VIII**

- I. Introduction:** Vanderbilt University (“the University”) is committed to conducting its business affairs in a socially responsible manner. To this end, the University expects its Licensees to conduct their business in a manner consistent with, and follow workplace standards that adhere to, this Code of Conduct, henceforth referred to as “this Code.”
- II. Scope:** Throughout this Code the term “Licensee” shall include any person or entity, which has entered into a written Licensing Agreement with the University or its authorized agent to manufacture products bearing the name, trademarks and/or images of the University. The standards set forth in section VI of this Code shall also apply to each of the Licensee’s contractors. Throughout this Code, the term “contractor” shall include each contractor, subcontractor, vendor, or manufacturer that is engaged in a manufacturing process that results in a finished product for the consumer. “Manufacturing process” shall include all assembly, packaging, shipping and receiving associated with a finished product.
- III. Condition of granting and renewing licenses:** As a condition of being permitted to produce and/or sell products bearing the name, trademarks, and/or images of the University, each Licensee must comply with this Code and ensure that its contractors comply with this Code. All Licensees and their contractors are required to adhere to this Code and to any applicable license agreements.

Prior to the renewal of a License Agreement, the Licensee will provide written assurances that it and all of its contractors adhere to this Code. If failure to comply with this Code is the result of observing the laws of a nation in which goods are being produced under a license granted by the University, the Licensee will so inform the University, and will indicate what steps the Licensee has taken to avoid or reduce the impact of any such law. The Licensee will also provide any relevant new information on the identification of factories or businesses involved in the manufacturing process of any item which bears the name, trademarks, and/or images of the University.

- IV. Documentation & Monitoring:** It is the responsibility of each Licensee to ensure its compliance with this Code and to verify that its contractors are in compliance. Each Licensee shall maintain on file such documentation as may be needed to demonstrate its compliance with this Code and shall make the documentation available for inspection upon request. The documentation should include the following information with respect to each facility that produces goods bearing the name, trademarks and/or images of the University: (a) name, address, telephone number and facsimile number of each factory; (b) name, address, telephone number and facsimile number of each factory’s owner(s); (c) the name and job title of a contact person at each factory; (d) a detailed description of the type and quantity of all licensed products made at each factory; and (e) a summary description of the Licensee’s relationship to the owners and/or operators of each factory.

Licensees are required to report promptly to the University’s licensing agent (The Collegiate Licensing Company) any change in business operations which materially affects the enforcement of this Code, such as the selection of a new factory.

- V. **Remedying Non-compliance:** If the University determines that any Licensee or contractor has violated or failed to remedy a violation of this Code, the University will consult with the Licensee to determine the appropriate measure to be taken. The remedy will include, at a minimum, requiring the Licensee to take all steps necessary to correct the violation. If consultation and agreed upon measures fail to adequately resolve the violation within a specified time period, the University and the Licensee will implement a corrective action plan on terms acceptable to the University. The University reserves the right to terminate its relationship with any Licensee at the time a License agreement expires, with or without cause. It is the University's policy to terminate its licensing relationship with any firm that continues to conduct its business in violation of this Code or of a corrective action plan.
- VI. **Standards:** Licensees must operate workplaces, and ensure that their contractors operate workplaces, that adhere to the following minimum standards and practices:
- A. **Legal Compliance:** A Licensee must comply with all applicable legal requirements of the nation(s) of manufacture in conducting business related to or involving the production or sale of licensed products. Where there are differences between the standards set out in this Code and the laws of the nation(s) of manufacture, the standard more protective of the rights of employees shall prevail.
- B. **Employment Standards:** The University recognizes the importance of a work environment that respects basic human right. Therefore, the University will do business only with a Licensee whose workers are present at work voluntarily, are not at undue risk of physical harm, are fairly compensated and are not exploited in any way. The following specific guidelines must be followed with respect to work done in the production of goods that bear the University's name, trademark and/or images:
1. **Wages & Benefits:** Licensees shall pay employees, as a base, at least the minimum wage required by local law or the prevailing industry wage in the location where the goods are produced, as reported by the International Labor Organization or (in the case of work done in this country) by the United States Department of Labor, whichever is higher, and shall provide legally mandated benefits.
 2. **Piece Rates:** Recognizing that most piece rates are closely connected with a living wage, licensees will insure that the piece rate quotas are computed on the assumption that the normal working day is no more than 10 hours in length.
 3. **Hours of Work:** Employees shall (a) not be required to work more than the lesser of (1) 48 hours per week and 12 hours overtime or (2) the limits on regular and overtime hours allowed by the law of the nation of manufacture; and (b) be entitled to at least one day off in every seven day period.
 4. **Overtime Compensation:** In addition to compensation for regular hours of work, employees shall be compensated for overtime hours at a premium rate that is higher than their regular hourly compensation rate.
 5. **Forced Labor:** There shall not be any use of forced or compulsory labor.

6. **Freedom of Association & Collective Bargaining:** Licensees must recognize and respect the right of employees to freedom of association and collective bargaining. Licensees shall not unlawfully use permanent replacement workers as a weapon against employees who are involved in collective bargaining activities. No employees shall be subject to harassment, intimidation or retaliation in their efforts to freely associate or bargain collectively.
7. **Child Labor:** No licensee shall employ any person younger than 14, and each licensee shall abide by the requirements of any applicable laws with respect to the employment of persons under the age for completing compulsory education in the nation of manufacture.
8. **Women's Rights:**
 - a. Female workers will receive remuneration, treatment, health care, working conditions, advancement, and evaluations on the quality of their work equal to their male counterparts.
 - b. Pregnancy tests will not be a condition of employment, nor will they be demanded of employees.
 - c. Should a worker become pregnant or adopt a child the Licensee will not punish, in any form, the worker.
 - d. Workers will not be forced or pressured to use contraception.
9. **Health & Safety:** Licensees shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer equipment. The Licensee shall ensure that its direct operations and its contractors comply with all health and safety conventions of the International Labor Organization ratified and adopted by the countries in which the factories are located. In addition, Licensees will protect their factories and the residential areas around their factories by disposing of garbage and waste appropriately.

Workers will not be exposed to hazards, including glues and solvents, which endanger their safety, including their reproductive health unless told about those dangers before undertaking the work in a way calculated to permit an informed reasonable judgment.

10. **Nondiscrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, or ethnic origin.
11. **Harassment or Abuse:** Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse. Employees will not be subjected to any form of corporal punishment.

Duke University
Expectations of Licensees Based on University Codes of Conduct
Schedule IX

1. Definition

The term “licensee” encompasses all of licensees’ contractors, subcontractors or manufacturers that produce, assemble or package finished licensed articles for the consumer. This provision holds licensees responsible for their contractors’ and subcontractors’ actions and decisions throughout the supply chain.

2. Compliance

Licensees agree to operate workplaces and contract with companies whose workplaces adhere to standards and practices consistent with the labor rights enumerated in the university’s Code of Conduct.

In addition to compliance with the Code, licensees must comply with all applicable legal requirements of the countries of manufacture. Where there are differences between the Code and the laws of the country of manufacture, the higher standard shall prevail. The university reserves the right to limit or forbid production in countries in which compliance with the Code is deemed impossible.

3. Information and Investigations

Licensees agree to disclose on a quarterly basis the company names, contacts, addresses, phone numbers, email addresses, product type, and nature of the business association for all facilities producing licensed goods. Licensees agree to provide volume disclosure data for those schools that have adopted such a requirement.

Licensees agree to require that their suppliers grant access, upon request, to the WRC or its representatives for the purpose of carrying out factory inspections. Access must be granted to all factory facilities and operations, to relevant factory records, and to interviews with managers and supervisors.

Refusal by a factory to cooperate with WRC factory inspections, or refusal by a licensee to take all appropriate steps to ensure cooperation, will in and of itself be considered by the university to be a violation of its Code.

4. Remediation

When the WRC identifies one or more violations of the university’s Code of Conduct at a workplace, it is the responsibility of the licensee to ensure that the problem is corrected. While licensees must be prepared to terminate relationships with facilities that demonstrate a chronic unwillingness to comply with the university’s Code, and while the university reserves the right to require that such action be taken, it is not acceptable for licensees to terminate relationships or reduce orders as an initial response to the exposure of violations at a facility. Rather, it is the licensees’ obligation to remain engaged, maintaining normal business, while working with the WRC to ensure that the facility takes the necessary corrective action. Only where a facility proves intransigent, despite a good faith effort by the licensee to compel action, is it appropriate to consider sanctions in the form of suspension of production of existing orders, withdrawal or cancellation of future orders, or termination of the relationship. Licensees wishing to take such steps in response to worker rights problems identified by the WRC must not do so without

extensive consultation with the WRC. Where it is decided, after such consultation, to take punitive action, the WRC may recommend that, in announcing its decision to the facility, the licensee offer to restore normal business if and when the violations are corrected. Licensees are expected to make their best efforts to act on such recommendations.

Colleges and universities reserve the right to terminate relationships with licensees that persist in conducting business in violation of the Code.

Some colleges and universities are affiliated both with the WRC and with the Fair Labor Association (FLA). For this reason, there may be cases where both organizations approach a licensee about a particular factory. The two organizations make an effort to coordinate activities in such cases and limit the administrative burden for licensees. However, licensees and their suppliers are obligated to be responsive to any requests of the WRC, even in a case where the FLA is also investigating.

5. WRC Responsibilities to Licensees

To the extent possible, the WRC will consider information and views of licensees in determining whether to undertake investigations;

The WRC shall seek the active engagement of licensees and contractors in its investigations of labor rights complaints;

To the extent feasible and appropriate, evidence gathered in WRC investigations, as well as appropriate analysis of the evidence, shall be reported to licensees and contractors; and

When WRC Investigative Reports conclude that parties have violated the Code of Conduct, the Reports shall make recommendations of remedial actions necessary to achieve compliance with the relevant Code or Codes.

As noted above, please do not hesitate to contact the WRC for details and clarifications about our expectations of licensee participation in this growing universe of fair labor standard investigations and remediation.

Georgetown University
Remediation
Schedule X

If Georgetown University determines that any licensee or contractor has failed to comply with this Code, then upon consultation with the licensee, the University may require that the licensee implement a corrective action plan on terms acceptable to Georgetown University. The remedy will at a minimum include immediately taking all necessary steps to correct such violations including, and without limitation, paying all applicable back wages, or any portion of them, found due to workers who manufactured the licensed articles. Georgetown University reserves the right to terminate its relationship with any licensee that continues to conduct its business in violation of this Code.

**Stanford University
Licensee Code of Conduct
Adopted July, 2008
Schedule XI**

I. Introduction

- A. Stanford University takes seriously its commitment to social responsibility, safety, diversity, environmental leadership and ethical business practices. In support of these commitments, the standards contained in this Code of Conduct (“Code”), as amended from time-to-time, shall be incorporated into all licenses to use Stanford’s trademarks, and will apply to all persons or entities that have entered into a written licensing agreement with the University to produce Licensed Merchandise (“Licensees”), and any contractors, subcontractors, manufacturers and/or vendors which manufacture or otherwise supply Licensees with merchandise bearing the name, trademarks and/or images of the University (“Licensed Merchandise”).
- B. Stanford recognizes that conforming to the requirements of this Code will take time and resources. Stanford expects Licensees who are not in full compliance with the Code to make a good-faith effort to implement business practices that are consistent with the Code. If the Fair Labor Association (“FLA”) terminates the FLA affiliation of any Licensee for continued non-compliance with the FLA Model Code, Stanford’s Advisory Panel for Investment Responsibility and Licensing will evaluate whether to recommend that Stanford terminate its license with the Licensee.
- C. All references to local law throughout this Code shall include regulations implemented in accordance with applicable local law.

II. Standards

- A. **Forced Labor.** There shall not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.
- B. **Child Labor.** No person shall be employed at an age younger than 15 (or 14 where the [law of the country of manufacture](#) allows) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15.
- C. **Harassment or Abuse.** Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse.
- D. **Nondiscrimination.** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.
- E. **Health and Safety.** Employers shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities.

- F. **Freedom of Association and Collective Bargaining.** Employers shall recognize and respect the right of employees to freedom of association and collective bargaining.
- G. **Wages and Benefits.** Employers recognize that wages are essential to meeting employees' basic needs. Employers shall pay employees, as a floor, at least the minimum wage required by local law or the prevailing industry wage, whichever is higher, and shall provide legally mandated benefits.
- H. **Hours of Work.** Except in extraordinary business circumstances, employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country do not limit the hours of work, the regular work week in such country plus 12 hours overtime and (ii) be entitled to at least one day off in every seven day period.
- I. **Overtime Compensation.** In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.