

SCHEDULE A-1

Code of Workplace Conduct for Cornell University Licensed Product Manufacturers

Licensee agrees to operate work places and contract with companies whose work places adhere to the standards and practices set forth in this Code of Workplace Conduct for Cornell University Licensed Product Manufacturers (the "Code"). Cornell University prefers that Licensee exceeds these standards.

1. Legal Compliance: Licensee 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 Products. 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, Licensee agrees to consult with governmental, human rights, labor and business organizations and to take effective actions as evaluated by the University or their designee to achieve the maximum possible compliance with each of these standards. Licensee further agrees to refrain from any actions that would diminish the protections of these labor standards.

2. Employment Standards: Licensee shall comply with the following standards:

- a) **Wages and Benefits:** Licensee recognizes that wages are essential to meeting employees' basic needs. Licensee 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.
- b) **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.
- c) **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.

3. Child Labor: Licensee 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. Licensee agrees to consult with governmental, human rights and nongovernmental organizations, and to take reasonable steps as evaluated by the University or their designee, to minimize the negative impact on children released from employment as a result of the implementation or enforcement of the Code.

4. Forced Labor: There shall not be any use of forced prison labor, indentured labor, bonded labor or other forced labor.

5. Health and Safety: Licensee 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.

6. 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.

7. 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. Licensee will not use or tolerate any form of corporal punishment.

8. Freedom of Association and Collective Bargaining: Licensee shall recognize and respect the right of employees to freedom of association and collective bargaining.

9. Women's Rights: Licensee agrees to operate work places and contract with companies whose work places adhere to the standards and practices described below:

- 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 as male workers.
- b) Pregnancy tests will not be a condition of employment, nor will such tests be demanded of employees.
- c) Workers who take maternity leave will not face dismissal or 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) Workers will not be forced or pressured to use contraception.
- e) Workers will not be exposed to hazards, including glues and solvents, that may endanger their safety, including their reproductive health.
- f) Appropriate services and accommodations are provided to women workers in connection with pregnancy.

10. Factory Monitoring and Remediation: The University is an affiliate of the Worker Rights Consortium (the "WRC") and the Fair Labor Association (the "FLA") and has designated both the WRC and the FLA as its independent labor rights monitors (the "Monitor(s)"). Licensee shall comply in full with the affiliation requirements of the FLA's Collegiate Licensee Program. Further:

- a) Licensee will use its best efforts, using all available economic leverage including exit, to facilitate inspection by either Monitor of manufacturers utilized by Licensee in the manufacture of Licensed Products, including its facilities and personnel, within fifteen (15) days from receiving the University's or either Monitor's written request. In the event that an urgent problem related to compliance with the Code is reported at the manufacturer, Licensee will facilitate access as soon as possible.
- b) To the extent possible, Licensee will share with the University and its Monitors, records of audits that have been conducted of the manufacturer by Licensee's staff, its agents, or other organizations.
- c) Licensee will use its best efforts to ensure that either Monitor, during the inspection of the manufacturer, will be permitted to take photographs, copy documents, and interview the manufacturer's workers and managers; and, following the inspection, or in lieu of inspection when determined by such Monitor(s), have access to relevant physical or electronic records of the manufacturer; and, can return to the manufacturer to confirm remediation of any noncompliance with the Code.
- d) Licensee will use its best efforts, including all available economic leverage including exit, to cause manufacturers to remediate any identified violations of the Code.
- e) Licensee shall disclose to the University, its designated agent and its Monitors, 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 Marks. Such information shall be updated upon change of any factory site location. The University reserves the right to disclose this information to third parties, without restriction as to its further distribution.

**LICENSEE ACKNOWLEDGEMENT OF THE CODE OF WORKPLACE CONDUCT FOR CORNELL UNIVERSITY
LICENSED PRODUCT MANUFACTURERS:**

Company Name

Signature

Printed Name

Date