

CLC SPECIAL AGREEMENT REGARDING WORKPLACE CODES OF CONDUCT

This is an Agreement between -----, a ----- organized under the laws of the state of -- -----, having its principal place of business at ----- (“Licensee”), and the Collegiate Licensing Company, a Georgia corporation, having its principal place of business at 1075 Peachtree St., 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 workplace 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 agrees to document the nature and extent of all activities that it undertakes to ensure its compliance with the Code of Conduct. Licensee will promptly notify Collegiate Institutions and CLC of findings by Licensee or allegations by third parties that constitute Licensee’s non-compliance with the Code of Conduct. In addition, the Collegiate Institutions and CLC 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 forward all requested information to the Collegiate Institution and CLC in a timely manner at the Licensee’s expense. Information received shall be treated as confidential, subject to the applicable legal limits of confidentiality as well as applicable open records laws.

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. 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.

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 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.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

LICENSEE:

THE COLLEGIATE LICENSING COMPANY,
LLC, as agent on behalf of the Collegiate Institutions.

By: _____ [Seal]
(Signature of officer, partner, or person
duly authorized to sign)

By: _____
(Signature of person duly authorized to sign)

Title: _____

Title: _____

Date: _____

Date: _____

Workplace Code Standards Schedule I

- I. 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 Licensee shares this commitment, certain Collegiate Institutions have adopted the following Workplace 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 Licensee’s contractors, subcontractors or manufacturers which produce, assemble or package finished Licensed Articles for the consumer.

- II. Standards: Licensee agrees 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 Licensee exceeds these standards.
- A. 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 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 workplace standards, Licensee agrees 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. Licensee further agrees to refrain from any actions that would diminish the protections of these labor standards.
- B. Employment Standards: Licensee shall comply with the following standards:
1. 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.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

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.

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: 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 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: 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.
 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. Licensee will not use or tolerate any form of corporal punishment.
 9. Freedom of Association and Collective Bargaining: Licensee shall recognize and respect the right of employees to freedom of association and collective bargaining.
- C. Environmental Sustainability: Licensee shall adopt responsible measures to mitigate negative impacts that the workplace has on the environment.

COLLEGIATE INSTITUTIONS - LIST I

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

1. University of Cincinnati

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

Full Public Disclosure:

Licensee shall disclose to the Collegiate Institution, CLC, or another designee, if applicable, the location (including factory name, contact name and job title, 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. Such information shall be updated upon change of any factory site location. The Collegiate Institution reserves 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 Cincinnati

Workplace 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. Licensee shall provide appropriate services and accommodations to women workers in connection with pregnancy and childbirth, including, but not limited to, maternity leaves of absence.

COLLEGIATE INSTITUTIONS - LIST III

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

1. University of Cincinnati