

## **Labor Code Standards Schedule I**

- I. Introduction: The Collegiate Licensing Company ("CLC") and the collegiate institutions represented by CLC ("Member 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 Member Institutions believe that Licensees share this commitment, CLC and certain Member 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 Member 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: Licensees agree to operate work places and contract with companies whose work places adhere to the standards and practices described below. CLC and the Member 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 Member 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.<sup>1</sup>
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.

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<sup>1</sup>CLC and the Member 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.

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 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 Member 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.

## MEMBER INSTITUTIONS - LIST I

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

1. The University of Alabama
2. Alabama A&M University
3. University of Alaska at Anchorage
4. University of Arizona
5. University of Arkansas-Fayetteville
6. University of Arkansas-Pine Bluff
7. Boston College
8. Boston University
9. University of Cincinnati
10. University of Connecticut
11. Cornell University
12. University of Delaware
13. Duke University
14. Drexel University
15. University of Florida
16. Florida State University
17. George Mason University
18. George Washington University
19. Georgetown University
20. University of Georgia
21. Georgia Institute of Technology
22. University of Houston
23. University of Illinois
24. James Madison University
25. Kansas State University
26. University of Kansas
27. Marquette University
28. Marshall University
29. University of Maryland
30. University of Memphis
31. University of Miami
32. The University of Missouri - Columbia
33. University of Nebraska
34. University of New Hampshire
35. University of North Carolina at Greensboro
36. North Carolina State University
37. University of North Carolina
38. Northwestern University
39. The Pennsylvania State University
40. Pepperdine University
41. University of Pittsburgh
42. Purdue University
43. Robert Morris College
44. San Diego State University
45. San Jose State University
46. Santa Clara University
47. University of South Carolina
48. St. John's University
49. St. Joseph's University
50. Syracuse University
51. The University of Texas at Austin
52. Tulane University
53. University of Utah
54. Utah State University
55. Villanova University
56. Wayne State University
57. University of Wisconsin-Madison

## MEMBER INSTITUTIONS - LIST II

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

1. University of Alabama
2. University of Alaska at Anchorage
3. University of Arizona
4. University of Arkansas-Fayetteville
5. University of Arkansas-Pine Bluff
6. Boston College
7. Boston University
8. University of Connecticut
9. Cornell University
10. University of Delaware
11. Drexel University
12. Duke University
13. University of Florida
14. Florida State University
15. George Mason University
16. George Washington University
17. Georgetown University
18. University of Georgia
19. Georgia Institute of Technology
20. University of Illinois
21. James Madison University
22. University of Kansas
23. Louisiana State University (as of Jan. 1, 2000, full disclosure provision only)
24. Marquette University
25. Marshall University
26. University of Maryland
27. University of Memphis
28. University of Michigan (as of Jan. 1, 2000, full disclosure provision only)
29. The University of Missouri - Columbia
30. University of Nebraska
31. University of New Hampshire
32. University of North Carolina at Greensboro
33. University of North Carolina
34. Northwestern University
35. University of Pittsburgh
36. Purdue University
37. Robert Morris College
38. San Diego State University
39. Santa Clara University
40. University of South Carolina
41. St. John's University
42. Syracuse University
43. The University of Texas at Austin
44. Tulane University
45. University of Utah
46. Utah State University
47. Villanova University
48. Wayne State University
49. University of Wisconsin-Madison

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

**Full Public Disclosure:**

Each Licensee shall disclose to the Member Institution 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. Such information shall be updated upon change of any factory site location. The Member Institution reserves the right to disclose this information to third parties, without restriction as to its further distribution.

## **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.

## Factory Site Disclosure Form

Licensee Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

### **Company Information**

Factory Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_  
*A street address must be provided. A PO Box is not acceptable*

City/State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

### **Product Information**

*Please provide a brief, general description of each product produced*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list the "brand name" that will appear on the product label if different from your licensee name:

\_\_\_\_\_

### **Nature of Business Association**

*Please check only one*

- ☐ Owned and operated by licensee
- ☐ Home based business
- ☐ Subsidiary – factory and licensee are owned by the same parent company
- ☐ Contractor – applies logo on behalf of the licensee
- ☐ Manufacturer – produces product and applies logo on behalf of the licensee
- ☐ Vendor/supplier – source of blank goods
- ☐ Other – please provide a detailed description

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