

**SPECIAL AGREEMENT REGARDING
LABOR CODES OF CONDUCT**

This is an Agreement between «Company», a _____ organized under the laws of the state of «State», having its principal place of business at «Address1» «City», «State» «PostalCode» (“Licensee”), and IMG College Licensing LLC, a Georgia limited liability company, having its principal place of business at 1075 Peachtree Street Suite 3300, Atlanta, Georgia 30309 (“IMGCL”), as agent on behalf of the Collegiate Institutions.

WHEREAS Licensee and IMGCL have entered into and are operating under the terms of the 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 IMGCL 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 IMGCL 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 IMGCL, 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. IMGCL 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, IMGCL 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: «Company»

IMG College Licensing, LLC

By: {{_es_:signer1:signature }}[Seal]
Title: {{_es_:signer1:title }}
Date: {{_es_:signer1:date }}

By: {{_es_:signer4:signature }}
Title: Vice President
Date: {{_es_:signer4:date }}

Labor Code Standards Schedule I

- I. Introduction: IMG College Licensing (“IMGCL”) and the collegiate institutions represented by IMGCL (“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 IMGCL and the Collegiate Institutions believe that Licensees share this commitment, IMGCL 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 IMGCL 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. IMGCL 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 IMGCL, 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

¹IMGCL 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.

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 IMGCL, 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. University of Delaware
15. Duke University
16. Drexel University
17. East Carolina University
18. University of Florida
19. Florida State University
20. Fresno State
21. George Mason University
22. George Washington University
23. Georgetown University
24. Georgia Institute of Technology
25. Idaho State University
26. University of Illinois
27. James Madison University
28. University of Kansas
29. University of Louisiana at Lafayette
30. University of Louisville
31. Marshall University
32. University of Maryland
33. Michigan State University
34. University of Mississippi
35. The University of Missouri
36. University of Montana
37. Montana State University
38. Morgan State University
39. University of Nebraska
40. University of New Hampshire
41. University of North Carolina at
Greensboro
42. University of North Carolina
43. University of North Texas
44. Northeastern University
45. Northwestern University
46. The University of Oklahoma
47. Oklahoma State University
48. Old Dominion University
49. Oregon State University
50. The Pennsylvania State University
51. Pepperdine University
52. University of Pittsburgh
53. Providence College
54. Rice University
55. Rutgers University
56. Saint Joseph's University
57. University of San Diego
58. Santa Clara University
59. University of South Carolina
60. University of South Florida
61. Southern Utah University
62. Spelman College
63. Syracuse University
64. The University of Tennessee
65. The University of Tennessee at
Chattanooga
66. The University of Tennessee at Martin
67. Texas Tech University
68. Tulane University
69. The University of Tulsa
70. United States Air Force Academy
71. University of Utah
72. Utah State University
73. Vanderbilt University
74. Villanova University
75. Virginia Commonwealth University
76. University of Washington
77. Western Kentucky University
78. College of William & Mary

**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. University of California, Los Angeles
11. University of California, San Diego
12. University of Colorado
13. University of Connecticut
14. University of Delaware
15. Drexel University
16. Duke University
17. East Carolina University
18. Eastern Illinois 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. Gonzaga University
27. University of Illinois
28. James Madison University
29. University of Kansas
30. Louisiana State University
31. University of Louisville
32. Marshall University
33. University of Maryland
34. The University of Michigan
35. Michigan State University
36. Middle Tennessee State University
37. University of Mississippi
38. The University of Missouri
39. University of Montana
40. Montana State University
41. University of Nebraska
42. University of New Hampshire
43. New Mexico State University
44. New York University
45. University of North Carolina at Greensboro
46. University of North Carolina
47. Northeastern University
48. Northern Arizona University
49. Northwestern University
50. The University of Oklahoma
51. Oklahoma State University
52. Old Dominion University
53. Oregon State University
54. The Pennsylvania State University
55. University of Pittsburgh
56. Providence College
57. Rutgers University
58. St. Cloud State University
59. Saint Joseph's University
60. University of San Diego
61. University of South Carolina
62. University of South Florida
63. Southern Illinois University
64. Spelman College
65. Stanford University
66. Syracuse University
67. The University of Tennessee at Knoxville
68. The University of Tennessee at Chattanooga
69. The University of Tennessee at Martin
70. Tulane University
71. University of Utah
72. Utah State University
73. Vanderbilt University
74. Villanova University
75. Virginia Commonwealth University
76. Wake Forest University
77. University of Washington
78. Washington State University
79. West Virginia University
80. Western Washington University
81. College of William & Mary
82. University of Wisconsin - Milwaukee

**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 IMGCL 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, IMGCL, 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. Drexel University
10. Duke University
11. East Carolina University
12. University of Florida
13. Florida State University
14. The George Washington University
15. Georgetown University
16. University of Illinois
17. James Madison University
18. Michigan State University
19. University of Mississippi
20. The University of Missouri
21. University of Montana
22. Montana State University
23. University of Nebraska
24. University of North Carolina
25. Northeastern University
26. Northwestern University
27. Old Dominion University
28. Oregon State University
29. The Pennsylvania State University
30. Rutgers University
31. University of San Diego
32. University of South Florida
33. Spelman College
34. Syracuse University
35. The University of Tennessee
36. The University of Tennessee at Chattanooga
37. The University of Tennessee at Martin
38. Tulane University
39. Vanderbilt University
40. Virginia Commonwealth University
41. University of Washington
42. 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, Los Angeles
8. University of California, San Diego
9. University of Colorado
10. University of Connecticut
11. University of Delaware
12. Duke University
13. Eastern Illinois University
14. University of Florida
15. Florida State University
16. Furman University
17. George Mason University
18. Georgia Institute of Technology
19. University of Illinois
20. James Madison University
21. University of Kansas
22. University of Maryland
23. University of Michigan
24. Michigan State University
25. The University of Missouri
26. University of Nebraska
27. University of New Hampshire
28. New Mexico State University
29. University of North Carolina
30. University of North Carolina at Greensboro
31. Northwestern University
32. The Pennsylvania State University
33. University of Pittsburgh
34. Rutgers University
35. Saint Joseph's University
36. University of South Carolina
37. University of South Florida
38. Stanford University
39. Syracuse University
40. University of Utah
41. Utah State University
42. Vanderbilt University
43. Villanova University
44. University of Washington
45. Washington State University
46. West Virginia University
47. Western Washington University
48. University of Wisconsin Milwaukee

**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
Kimberly.Capehart@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 Los Angeles
7. University of California, San Diego
8. University of Colorado
9. University of Connecticut
10. Duke University
11. Eastern Illinois University
12. University of Florida
13. George Washington University
14. Georgetown University
15. Gonzaga University
16. University of Illinois
17. Illinois State University
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. Northeastern University
31. Northwestern University
32. University of Oklahoma
33. Oklahoma State University
34. Oregon State University
35. The Pennsylvania State University
36. University of Pittsburgh
37. Providence College
38. Rutgers University
39. Saint Joseph's University
40. Santa Clara University
41. Spelman College
42. University of South Carolina
43. Southern Illinois University
44. St. John's University
45. Stanford University
46. Syracuse University
47. University of South Florida
48. University of Tennessee
49. Tulane University
50. Vanderbilt University
51. Villanova University
52. Virginia Commonwealth University
53. Virginia Tech
54. Wake Forest University
55. University of Washington
56. Washington State University
57. West Virginia University
58. Western Washington University
59. College of William & Mary
60. 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 IMGCL 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 IMGCL 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. Northeastern University
10. Northwestern University
11. The Pennsylvania State University
12. University of Pittsburgh
13. Rutgers University
14. University of South Florida
15. Syracuse University

**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 IMGCL 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), IMG College Licensing (IMGCL), 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”) Trademark Licensing Code of Conduct (“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 Los Angeles (“UCLA”).

- 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 and the License Agreement.
- Licensee shall complete and submit to IMG CL and Collegiate Institution at least annually the IMG CL Corporate Responsibility Questionnaire (“CRQ”) and shall ensure that Licensee’s representative(s) who is the most knowledgeable concerning the CRQ question topics participate in formulating Licensee’s responses to the CRQ and in selection of supporting documentation to be submitted with the CRQ.
- 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 and maintain such affiliation in good standing during the Term of this Agreement and the License Agreement.
- Licensees which source collegiate products in Bangladesh must sign the Accord on Fire and Building Safety in Bangladesh (“Accord”) and/or the Alliance for Bangladesh Worker Safety (“Alliance”). Licensee must be identified among Accord signatories at <http://bangladeshaccord.org/signatories/> and/or the Alliance signatories at <http://www.bangladeshworkersafety.org/en/who-we-are/membership> and provide written documentation to IMG CL and Collegiate Institution to that effect prior to sourcing collegiate products in Bangladesh. Once becoming a signatory, licensees must maintain their signatory status in the Accord and/or Alliance if they intend to continue sourcing in Bangladesh and they must provide documentation to this effect to IMG CL and the Collegiate Institutions annually and upon request.

Trademark Licensing Code of Conduct

| | |
|-----------------------------|--|
| Responsible Officer: | EVP - Chief Operating Officer |
| Responsible Office: | BO - Chief Operating Officer |
| Issuance Date: | 3/17/2017 |
| Effective Date: | 3/17/2017 |
| Last Review Date: | 1/5/2000 |
| Scope: | This policy applies to all employees and students of the University and at all University locations, including the campuses, medical centers, the Office of the President, Lawrence Berkeley National Laboratory, and Agriculture and Natural Resources. |

- I. POLICY SUMMARY*
- II. DEFINITIONS*
- III. POLICY TEXT*
- IV. COMPLIANCE / RESPONSIBILITIES*
- V. PROCEDURES*
- VI. RELATED INFORMATION*
- VII. FREQUENTLY ASKED QUESTIONS*
- VIII. REVISION HISTORY*

| | |
|-----------------|--|
| Contact: | Cathy O’Sullivan |
| Title: | Chief of Staff to COO |
| Email: | Cathy.OSullivan@ucop.edu |
| Phone #: | (510) 987-0121 |

I. POLICY SUMMARY

It is the policy of the University of California (UC or University) that goods bearing the names of the University or its campuses, abbreviations of these names, logos, mascots, seals, or other trademarks owned by UC must be produced under fair, safe, and humane working conditions. Thus, all goods bearing UC Trademarks, regardless of end use – including retail and promotional items, gifts, uniforms, or other uses – must be produced or otherwise sourced only through companies authorized, by virtue of a licensing or other agreement, to place UC trademarks onto products (e.g., apparel, school supplies, toys, and promotional goods). It is the responsibility of all UC employees and students ordering goods bearing UC’s name, logos or other UC-owned trademarks (including names of University departments) to use only authorized Licensees that have expressly agreed to adhere to this policy. Licensees must agree to the standards set forth in this policy throughout their supply chain and must responsibly manage a transparent supply chain.

II. DEFINITIONS

Contractor means each contractor, subcontractor, vendor, supplier, buying agent, manufacturer, or other entities engaged in the manufacturing or supply chain process, which ultimately results in a finished product on behalf of Licensee.

Corrective Action Plan (CAP) means a written plan provided to the University that details improvements to an organization’s processes to remedy violations or alleged violations of the Code.

Licensee means all persons or entities who have entered into a written UC Licensing Agreement with the University (either directly or through a Licensing Agent) to manufacture products bearing UC’s Trademarks. Licensee is sometimes referred to as “Trademark Licensee.”

Licensing Agent means a company that has an agreement with a specific University entity to provide services to assist the University to oversee and manage its Trademark licensing program.

Non-Governmental Organization (NGO) means a not-for-profit functioning independently of government that the University, from time to time, engages to investigate allegations of worker abuse and recommend mitigating actions. These organizations may include, but are not limited to, the Fair Labor Association (FLA) and the Worker Rights Consortium (WRC).

Remediation means the act or process of remedying or correcting an act (i.e., violation).

Supply Chain includes every company that comes into contact with a particular product (e.g., all the companies manufacturing any components of the product, assembling it, delivering it, and selling it).

Trademarks identify and distinguish the goods and/or services of one organization from those of another. Trademarks can be words, symbols, designs, three-dimensional objects (as in packaging), colors, landmarks, sounds, or smells. UC Trademarks include the “University of California” name, campus and department names (including abbreviations of these names), logos, mascots, seals, iconic buildings, and other source-identifying indicia.

UC Licensing Agreement means an agreement between the University and another entity permitting that entity the right to use and/or manufacture products bearing UC’s Trademarks.

III. POLICY TEXT

The University expects its Trademark 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.

This Code will apply to all UC Trademark Licensees and will be incorporated into each UC Licensing Agreement. As a condition of being permitted to produce and/or sell licensed products bearing UC Trademarks, all Licensees must comply with this Code and must ensure their Contractors comply with this Code. It is the responsibility of Licensees and their Contractors to ensure supply chain transparency and to trace their supply chain to its origin. Similarly, it is the responsibility of all UC employees and students ordering goods bearing the UC’s name, logos or other UC Trademarks (including names of UC departments or other units) to use only authorized Trademark Licensees, all of whom must agree to adhere to the Code.

A. Standards

Licensees and their Contractors must operate workplaces that comply, at a minimum, with all applicable laws (including environmental laws) of the country in which products are manufactured and with the standards and requirements set forth in this Code. Where the applicable legal laws of the country of manufacture conflict or differ with the standards and other requirements in this Code, the higher standard prevails.

- a. **Ethical Standards:** Licensees and their Contractors 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 worker.
- b. **Employment Standards:** The University will do business only with Licensees whose workers, and those of their Contractors, work voluntarily, are not at undue risk of physical harm, are compensated fairly, and are treated with dignity. The University expects its Licensees and their Contractors to adopt and adhere to rules and conditions of employment that respect workers and, at

a minimum, safeguard their rights under national and international labor and social security laws and regulations. In addition, the following are required:

- a. Wages and Benefits:** Licensees and their Contractors must provide wages and benefits that comply with all applicable laws and regulations and that match or exceed the local prevailing wages and benefits in the relevant country. In addition, such wages and benefits must constitute a “fair/living wage,” which requires meeting the basic needs for the worker and two dependents to have access to resources, including food, safe drinking water, clothing, shelter, energy, transportation, education, sanitation facilities and access to health care services.
- b. Working & Overtime Hours/Compensation:** Licensees and their Contractors must not require their employees to work more than the regular and overtime hours allowed by the law of the country where the workers are employed. The regular work week must not exceed 48 hours. Employers must allow workers at least 24 consecutive hours of rest in every 7-day period. All overtime work must be consensual and not coerced. Employers must not request overtime on a regular basis and must compensate all overtime work at least at the premium rate legally required in that country. Other than in exceptional circumstances, the sum of regular and overtime work hours in a week must not exceed 60 hours.
- c. Child Labor:** No person will be employed under the age of 15 or under the age for completion of compulsory education, whichever is higher. No person under the age of 18 will undertake hazardous work – e.g., work which, by its nature or the circumstances in which it is carried out, is likely to cause harm to the health or safety of such person. Licensees and their Contractors must work with governmental organizations, human rights, and NGOs, as determined by the University and Licensees, to minimize the negative impact on any child released from employment as a result of the enforcement of this Code.
- d. Forced Labor:** No use of forced labor is permitted, whether in the form of prison labor, indentured labor, or otherwise. Licensees and their Contractors will comply with international standards and all applicable local and national laws, regulations, standards, and procedures concerning the prohibition of forced labor and human trafficking, such as the California Transparency in Supply Chains Act and related sections of the Dodd-Frank Act (including Section 1502, which addresses products containing “conflict minerals”).
- e. Health and Safety:** Licensees and their Contractors must provide workers a safe and healthy work environment that complies with or exceeds local and national health and safety laws. Licensees and their Contractors will provide appropriate protection for workers exposed to hazards, including glues and solvents, that may endanger their safety. If residential facilities are provided to workers, they must be safe and healthy.
- f. Nondiscrimination:** Licensees and their Contractors agree to employ individuals solely on the basis of their ability to perform the job and will not subject any person to discrimination in employment – including matters pertaining to hiring, salary, benefits, advancement, training, discipline, termination or forced retirement – on the basis of race, color, national origin, religion, sex, gender, gender expression, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services.
- g. Women’s Rights:** Regarding women’s rights, Licensees and their Contractors must adhere to the following items:

- i. 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.
- ii. Pregnancy tests will not be a condition of employment, nor will they be demanded of employees.
- iii. 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 after the maternity leave has ended.
- iv. Workers will not be forced or pressured to use contraception.
- v. Workers, especially pregnant women, will not be exposed to hazards, including glues and solvents, that may endanger their safety (including their reproductive health), unless thorough protections are in place.
- vi. Licensees will provide appropriate services and accommodation to women workers in connection with pregnancy.

h. Harassment or Abuse: Every worker must be treated with dignity and respect. No worker will be subject to any physical, sexual, psychological or verbal harassment or abuse. Licensees and their Contractors will not use or tolerate any form of corporal punishment.

i. Freedom of Association: Licensees and their Contractors will recognize and respect the right of workers to freedom of association and collective bargaining with bargaining representatives of their own choice in accordance with International Labour Organisation Convention 87, which protects freedom of association and the right to organize. No workers will be subject to harassment, intimidation or retaliation as a result of their efforts to freely associate or bargain collectively. Licensees and their Contractors must allow union organizers reasonable access to workers and must recognize the union of the workers' choice.

c. **Disclosure:** Licensees must provide the following information to the University or its designated Licensing Agent(s) and to update such information immediately when any change occurs:

- a. The company names, owners and/or officers of Licensees and their Contractors; addresses, phone numbers, email addresses of Licensees and their Contractors; and the nature of the business associations and their roles in the manufacturing process;
- b. The manufacturing plants of Licensees and their Contractors involved in all levels of the manufacturing process of items (including raw materials, blank goods, and decorations) that bear, or will bear, the name, Trademarks and/or images of the University;
- c. A written description of sourcing practices;
- d. A written description of systems and procedures used by Licensees and their Contractors to ensure ongoing compliance with this Code and to correct any instances of non-compliance with this Code; and
- e. Upon request, internal and external monitoring reports regarding Licensees' and their Contractors' compliance with this Code.

Licensees are required to report immediately to the University any material changes in the foregoing disclosures, including the addition or deletion of manufacturing plants. All disclosures provided in connection with a UC Licensing Agreement may be made publicly available without confidentiality restrictions.

B. Internal Monitoring, Training, Independent External Monitoring and Verification

1. It is the responsibility and obligation of each Licensee to:
 - a. take continuous steps to ensure its compliance with this Code, and to verify that its Contractors are in compliance with this Code;
 - b. document the nature and extent of all activities it undertakes to ensure its compliance with this Code;
 - c. resolve to the University's satisfaction any incidence of non-compliance with this Code in a prompt and effective manner;
 - d. actively seek knowledge, training, and implementation of best practices regarding international labor standards and ethical supply chain management, including consultation with governmental, human rights, labor, and credible third party monitoring organizations;
 - e. develop an internal monitoring program adequate to ensure compliance with this Code;
 - f. refrain from any actions that would diminish the protections of these labor standards and compliance with this Code; and
 - g. join and maintain membership in good standing with any external organization that the University designates as a means to assist the University in assuring compliance with this Code.
2. The University has the right to investigate, either by itself or through its Licensing Agent(s) and/or NGOs, allegations or evidence of violations of this Code by Licensees or their Contractors as well as Licensees' or their Contractors' actions to correct such violation(s). It is the responsibility and obligation of Licensees and their Contractors to cooperate fully with such investigations, and to give the University or its Licensing Agent(s) and/or NGOs free and full access to all facilities, materials, and records that may be relevant to such investigation and to further provide access to all employees who may be affected by or have knowledge of the alleged or actual violation. Such investigation by the University or its Licensing Agent(s) and/or NGOs may occur with or without notice, and as many times as deemed necessary by the University or said Licensing Agents and/or NGOs, in their discretion.

C. Non-Compliance and Remediation/Corrective Action Plan

Licensees will promptly notify the University of any and all incidents, including claims by others, that constitute or may constitute Licensees' or their Contractors' non-compliance with the Code. Licensees have an obligation to maintain their own records of all complaints of violations, and will notify the University that a complaint has been filed.

This record will include 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. Upon request, Licensees will provide promptly to the University a copy of any written response Licensees have made to such

allegation and provide a report describing all actions Licensees have taken, if any, to remedy the alleged violations of the Code, including Corrective Action Plans (CAP).

If, upon investigation, the University determines that any Licensee or Contractor has failed to remedy a violation of this Code, the University will consult with Licensee to examine the issues and determine the appropriate measures to be taken. The remedy will, at a minimum, include requiring Licensee to take all steps necessary to correct such violations including, without limitation, paying all applicable wages and/or benefits due to workers under law or contract, and reinstating any worker whose employment has been terminated in violation of this Code. If consultation and agreed upon measures fail to adequately resolve the violations within a specified time period, Licensee will implement a CAP on terms acceptable to the University. The University reserves the right to terminate its relationship with any Licensee who continues to conduct its business in violation of the CAP.

Licensees and their Contractors must guarantee wages, salaries, benefits and severance to their workers. In the event of non-compliance by its Contractor, Licensee must assume responsibility for payment of wages, salaries, benefits and severance to Contractor's workers in proportion to the percentage of work done by Contractor's workers on behalf of that Licensee.

If a natural disaster or other crisis causes a significant disruption of production, Licensees and their Contractors will use reasonable efforts to restore production at the affected worksite(s) to prior levels as soon as feasible while ensuring workers' safety.

IV. COMPLIANCE / RESPONSIBILITIES

UC's Chief Operating Officer is the authority responsible for implementing, enforcing, and providing interpretations/clarification of this policy, and will consult with the Office of General Counsel as appropriate. The University's Chancellors, Laboratory Directors, and Vice President of Agriculture and Natural Resources are authorized to permit – or may delegate the authority to permit – the use of their campus names, mascots, logos and other campus trademarks in connection with UC Licensing Agreements within their respective jurisdictions.

V. PROCEDURES

All UC Licensing Agreements must incorporate this Code of Conduct policy as a requirement to such agreements. All products bearing UC Trademarks regardless of end use (including retail and promotional items, gifts, uniforms, or other uses) must be produced or otherwise sourced from a UC Trademark Licensee.

VI. RELATED INFORMATION

UC Policy to Permit Use of the University's Name - [DA0864](#)

UC Policy to Permit Use of the University's Unofficial Seal Policy - [DA0865](#)

UC Policy on Materiel Management - [BFB-BUS-43](#)

UC Brand Guidelines - <http://brand.universityofcalifornia.edu/>

UC Policy on Sustainability, Section III.G (“Environmentally Preferable Purchasing”) - <http://policy.ucop.edu/doc/3100155/SustainablePractices>

California Transparency in Supply Chains Act - <https://oag.ca.gov/SB657>

Dodd-Frank Wall Street Reform and Consumer Protection Act, Section 1502 (related to conflict minerals) - <https://www.gpo.gov/fdsys/pkg/PLAW-111publ203/html/PLAW-111publ203.htm>

VII. FREQUENTLY ASKED QUESTIONS

Please see: <http://ucop.edu/sustainability/programs-initiatives/social-sustainability/frequently-asked-questions.html>

VIII. REVISION HISTORY

- August 1998 – This policy was originally issued.
- January 5, 2000 – Revisions of the 1998 policy included a living wage provision.

**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 (IMG College Licensing) 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.