

**CLC SPECIAL AGREEMENT REGARDING  
LABOR CODES OF CONDUCT  
(January 2003 Document)**

This is an Agreement between -----, a corporation organized under the laws of the state of -----, having its principal place of business at ----- (“Licensee”), and the Collegiate Licensing Company, a Georgia corporation, having its principal place of business at 290 Interstate North, Suite 200, Atlanta, Georgia 30339 (“CLC”), as agent on behalf of the Collegiate Institutions.

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

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

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

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

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

**1. LICENSEE OBLIGATIONS**

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

**2. CURRENT CODE OF CONDUCT REQUIREMENTS**

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

**3. ADDITIONS / MODIFICATIONS OF CODE OF CONDUCT REQUIREMENTS**

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

4. **TERM**

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

5. **SEVERABILITY**

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

6. **NO WAIVER, MODIFICATION, ETC.**

This Agreement, including attachments, constitutes the entire agreement and understanding between the parties and cancels, terminates, and supersedes any prior agreement or understanding relating to the subject matter hereof between Licensee, CLC and Collegiate Institutions. There are no representations, promises, agreements, warranties, covenants or understandings other than those contained herein. None of the provisions of this Agreement may be waived or modified, except expressly in writing signed by both parties. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

7. **MISCELLANEOUS**

When necessary for appropriate meaning, a plural shall be deemed to be the singular and singular shall be deemed to be the plural. The attached schedules 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.

LICENSEE:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature of person duly authorized to sign)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Labor Code Standards Schedule I**

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

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

- II. Standards: Licensees agree to operate work places and contract with companies whose work places adhere to the standards and practices described below. CLC and the Collegiate Institutions prefer that Licensees exceed these standards.
- A. Legal Compliance: Licensees must comply with all applicable legal requirements of the country(ies) of manufacture in conducting business related to or involving the production or sale of Licensed Articles. Where there are differences or conflicts with the Code and the laws of the country(ies) of manufacture, the higher standard shall prevail, subject to the following considerations. In countries where law or practice conflicts with these labor standards, Licensees agree to consult with governmental, human rights, labor and business organizations and to take effective actions as evaluated by CLC, the applicable Collegiate Institution(s) or their designee, and the applicable Licensee(s) to achieve the maximum possible compliance with each of these standards. Licensees further agree to refrain from any actions that would diminish the protections of these labor standards.
- B. Employment Standards: Licensees shall comply with the following standards:
1. Wages and Benefits: Licensees recognize that wages are essential to meeting employees’ basic needs. Licensees shall pay employees, as a floor, at least the minimum wage required by local law or the local prevailing industry wage, whichever is higher, and shall provide legally mandated benefits.<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 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.

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 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. 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. Baylor University
8. Boston College
9. Boston University
10. University of Cincinnati
11. University of Connecticut
12. Cornell University
13. University of Delaware
14. Duke University
15. Drexel University
16. University of Florida
17. Florida State University
18. George Mason University
19. George Washington University
20. Georgetown University
21. University of Georgia
22. Georgia Institute of Technology
23. University of Houston
24. University of Illinois
25. James Madison University
26. Kansas State University
27. University of Kansas
28. Marquette University
29. Marshall University
30. University of Maryland
31. University of Memphis
32. University of Miami
33. The University of Missouri
34. University of Montana
35. University of Nebraska
36. University of New Hampshire
37. University of North Carolina at Greensboro
38. North Carolina State University
39. University of North Carolina
40. Northwestern University
41. The University of Oklahoma
42. The Pennsylvania State University
43. Pepperdine University
44. University of Pittsburgh
45. Purdue University
46. Robert Morris College
47. St. John's University
48. Saint Joseph's University
49. San Diego State University
50. San Jose State University
51. Santa Clara University
52. University of South Alabama
53. University of South Carolina
54. Syracuse University
55. The University of Texas at Austin
56. Tulane University
57. University of Utah
58. Utah State University
59. Villanova University
60. University of Virginia
61. Wayne State University
62. University of Wisconsin-Madison
63. University of Wyoming

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

Full Public Disclosure:

Each Licensee shall disclose to the Collegiate 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 Collegiate Institution reserves the right to disclose this information to third parties, without restriction as to its further distribution.

## COLLEGIATE INSTITUTIONS - LIST II

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

1. University of Alabama
2. University of Alaska at Anchorage
3. Appalachian State University
4. University of Arizona
5. University of Arkansas-Fayetteville
6. University of Arkansas-Pine Bluff
7. Baylor University
8. Boise State University
9. Boston College
10. Boston University
11. California State University, Northridge
12. Colgate University
13. University of Colorado
14. Colorado State University
15. University of Connecticut
16. Cornell University
17. University of Delaware
18. Drexel University
19. Duke University
20. University of Florida
21. Florida State University
22. George Mason University
23. George Washington University
24. Georgetown University
25. University of Georgia
26. Georgia Institute of Technology
27. University of Illinois
28. James Madison University
29. University of Kansas
30. Kansas State University
31. University of Kentucky
32. Louisiana State University
33. University of Louisville
34. Marquette University
35. Marshall University
36. University of Maryland
37. University of Memphis
38. University of Miami
39. University of Michigan
40. The University of Missouri
41. University of Montana
42. University of Nebraska
43. University of Nevada-Las Vegas
44. University of New Hampshire
45. The University of New Mexico
46. New Mexico State University
47. University of North Carolina at Greensboro
48. University of North Carolina
49. North Carolina State University
50. Northern Arizona University
51. Northwestern University
52. The University of Notre Dame du Lac
53. The University of Oklahoma
54. The Pennsylvania State University
55. University of Pittsburgh
56. Purdue University
57. Robert Morris College
58. St. Cloud State University
59. St. John's University
60. Saint Joseph's University
61. San Diego State University
62. San Jose State University
63. Santa Clara University
64. University of South Alabama
65. University of South Carolina
66. University of South Florida
67. Syracuse University
68. Temple University
69. The University of Texas at Austin
70. The University of Texas Medical Branch at Galveston
71. Tulane University
72. University of Utah
73. Utah State University
74. Villanova University
75. University of Virginia
76. University of Washington
77. Wayne State University
78. University of Wisconsin-Madison
79. University of Wyoming
80. Xavier University

## 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. University of Connecticut
5. Cornell University
6. Drexel University
7. Duke University
8. The George Washington University
9. Georgetown University
10. University of Illinois
11. James Madison University
12. Marquette University
13. University of Miami
14. The University of Missouri
15. University of Montana
16. University of Nebraska
17. The University of New Mexico
18. Purdue University
19. San Diego State University
20. Syracuse University
21. Tulane University
22. University of Virginia
23. University of Wisconsin-Madison

