

# University of Portland Licensing Code of Conduct

**I. Introduction:** The University of Portland, as a Catholic institution, embraces the Catholic Church's belief in the dignity of workers. In this tradition, the University of Portland recognizes the fundamental right to a job that pays a fair wage, in a safe and healthy work environment, free from discrimination. The University is committed to conducting its business affairs in a manner consistent with these beliefs and expects nothing less of its business partners and licensees. Therefore, the University of Portland will not do business with those who engage in business practices or follow work place standards inconsistent with this Code of Conduct.

**II. Notice:** This Code of Conduct shall apply to all licensees of the University of Portland. Throughout this Code, the term "licensee" shall include all persons or entities who have entered a written License Agreement with the University of Portland, as well as their respective contractors, subcontractors, vendors, manufacturers, sublicensees and any related entities throughout the world which produce or sell products or materials incorporated in products which bear the name, trademarks or images of the University of Portland. This Code of Conduct constitutes a "Guideline" for University of Portland licensees pursuant to *Paragraph 1a* of Portland's License Agreement for national licensees. It is applicable with respect to every licensee of the University of Portland.

It is an expectation that all licensees who produce and/or sell licensed products bearing the name, trademarks and/or images of the University of Portland will implement this Code of Conduct within 6 months of notice. If the University of Portland, in its sole discretion, determines that any licensee has failed to comply with this Code, then the University may either terminate its business relationship and License Agreement with the licensee or require that the licensee implement a corrective action plan on terms acceptable to the University.

**III. Standards:** the University of Portland seeks licensees who take a leadership role on these issues and, to the extent practical, exceed the standards in this Code. University of Portland licensees should operate work places, and ensure that their contractors operate work places, that adhere to the following minimum standards and practices:

**A. Legal Compliance:** University of Portland licensees will comply with all applicable legal requirements in conducting business related to, or involving, the production or sale of products or materials bearing the name, trademarks and/or images of the University of Portland. Where there are differences or conflicts with this Code and the applicable laws of the country of manufacture, the higher standard shall prevail.

**B. Environmental Compliance:** Licensees will be committed to the protection and preservation of the global environment and the world's finite resources, and conduct business accordingly.

**C. Ethical Principles:** Licensees will be committed in the conduct of their business to a set of ethical standards which include, but are by no means limited to honesty, integrity, trustworthiness and respect for the unique intrinsic value of each human being.

**D. Employment Standards:** the University of Portland will only do business with licensees whose workers are present at work voluntarily, not at undue risk of physical harm, fairly compensated and not exploited in any way. In addition, the following specific guidelines should be followed:

**1. Wages and Benefits:** Licensees will provide 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:** Licensees must not exceed prevailing local work hours in the country where the work is to be performed, except with respect to appropriately compensated overtime. In any event, licensees must not require in excess of a sixty-hour week on a regularly scheduled basis.

**3. Child Labor:** No person shall be employed 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.

**4. Forced Labor:** There shall not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.

**5. Health and Safety:** Licensees will provide workers with a safe and healthy work environment. If residential facilities are provided to workers, they must be safe and healthy facilities.

**6. Nondiscrimination and Respect for Life:** Workers must not be discriminated against on the basis of their race, ethnicity, religious belief or affiliation, age (except with respect to the child labor requirements set forth herein), disability or gender. The sanctity of human life must be respected in all relations with workers. Specifically, no worker shall be required to undergo pregnancy testing, practice birth control or terminate a pregnancy as a condition of employment or continued employment at any time or for any reason.

**7. Harassment or Abuse:** Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse. Licensees will not use or tolerate any form of corporal punishment. Also, licensees will not demand that pregnancy tests be a condition of employment nor force or pressure workers to use contraception.

**8. Freedom of Association:** Licensees shall recognize and respect the right of employees to freedom of association and collective bargaining.

**9. Labor Standards Environment:** In countries where law or practice conflicts with these labor standards, licensees agree to work with governmental, human rights, labor and business organizations to achieve full compliance with 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 of Portland 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 of Portland shall make such determination based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant licensee.

**IV. Compliance and Disclosure:** It shall be the responsibility of each University of Portland licensee to ensure its compliance with this Code of Conduct and to verify that its business partners, subcontractors and others involved in the production or manufacture of products bearing the name, trademarks or images of the University of Portland are in compliance with the Code of Conduct. Sixty (60) days prior to the date of the annual licensee renewal, licensee shall provide the following to the University of Portland:

**A.** the company names, owners and/or officers, addresses, phone numbers, e-mail addresses and nature of the business association for all of the licensees' contractors and manufacturing plants which are involved in the manufacturing process of items which bear, or will bear, the name, trademarks and/or images of the University of Portland;

**B.** written assurances that it and its contractors adhere to this Code (except that in the initial phase-in of the Code, licensee must provide such written assurances within 6 months of receipt of this Code); and

**C.** a summary of the steps taken, and/or difficulties encountered, during the preceding year in implementing and enforcing this Code at each site.

**Note:** Licensee shall report to the University of Portland when changes occur that materially affect the application of these labor standards, such as the selection of a new factory.

**V. Remediation:** If the University of Portland determines that any licensee or contractor has failed to remedy a violation of this Code, then the University will consult with the licensee to examine the issues and determine the appropriate measures to be taken. The remedy will, at a minimum, include taking all steps necessary 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. If consultation and agreed upon measures fail to adequately resolve the violations within a specified time period, then the University of Portland and licensee will implement a corrective action plan on terms acceptable to the University. The University of Portland reserves the right to terminate its relationship with any licensee that continues to conduct its business in violation of the corrective action plan. In such event, the University of Portland will provide the licensee with 120 days written notice.