

Miami University Licensee Code of Conduct

I. Introduction: Whereas Miami University (“University”) recognizes in its Leadership Commitment that it has the responsibility to “challenge and support others...to appreciate and respect human dignity and diversity,” it is incumbent upon the college to not contribute to the illegal mistreatment of workers. In addition, the University’s Code of Student Conduct states that the University embraces the rights and values of free speech; peaceable assembly; to make constructive criticism; and to promote an environment that respects differences of culture, gender, religion, race, and ability. The University expects its licensees (defined below) to conduct their business in a manner consistent with, and follow workplace standards that adhere to the guidelines established in this code of conduct. The University should take as proactive stance as possible to investigate the companies it deals with, and to seek out and promote standards set in Section IV. As the verifier of compliance, the University should not have a stake in company-controlled monitoring but will rely upon the Workers Rights Consortium (WRC) for monitoring efforts.

II. Notice: This code shall apply to all registered mark licensees of the University. Throughout this code the term “licensee” shall include all persons or entities who have entered a written licensing agreement with the University to manufacture products bearing the name, registered marks and/or images of the University. Additionally, this code shall apply to all 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 assembly and packaging.

As a condition of being permitted to produce and/or sell licensed products bearing the name, registered marks 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 contractors are required to adhere to this code within six months of notification of the code and as required in applicable license agreements.

III. Standards: University licensees and their contractors must operate workplaces, and ensure that their contractors operate workplaces, that adhere to the following minimum standards and practices:

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 this code and the applicable laws of the country of manufacture conflict or differ, the higher standard shall prevail. Such compliance shall include compliance with all applicable environmental laws.

B. Ethical Principles: Licensees shall 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 human being.

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

I. Employers should pay each worker fair, living wage for the country in which employed: Licensees recognize that wages are essential to meeting employees’ basic needs. Licensees shall pay employees wages and benefits that comply with all applicable laws and regulations or the prevailing industry wages and benefits, whichever is higher. The University and Licensees will work towards implementing a living wage in the workplaces. It is recognized that a “living wage” will differ by region in the United States and that it will differ by country abroad. The exact figures of each state in the US and for other countries are not known as of yet, but under this agreement, it is understood that the University will work towards obtaining, promoting and implementing these figures as an optimal standard of ethical business.

2. *Employers shall respect fair 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 or (b) the limits on regular hours allowed by the law of the country of manufacture, (ii) be entitled to at least one day off in every seven day period, as well as holidays and vacations, and (iii) be entitled to work day breaks as established by the International Labor Organization (ILO).
3. *Employers shall acknowledge and compensate overtime work:* All overtime hours must be worked voluntarily by employees. 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 one and one-half their regular hourly compensation rate.
4. *Licensee shall employ any child labor:* No person shall be employed at an age younger than 15 (or 14 where, consistent with ILO practices, the law of the country of manufacture allows such exception) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15. Licensees agree to consult with governmental, human rights, and nongovernmental organizations, and to take reasonable steps as evaluated by the University to minimize the negative impact on children released from employment as a result of implementation or enforcement of the code.
5. *Licensee shall not engage in the use of forced labor:* There shall not be any use of forced prison labor, indentured labor, bonded labor or other forced labor.
6. *Licensees shall provide a safe and healthy working environment:* 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. In addition, licensees must comply with the following provisions:
 - a. The licensee shall ensure that its direct operations and those of any subcontractors comply with all workplace safety and health regulations established by the national government where the production facility is located.
 - b. The licensee shall ensure that its direct operations and subcontractors comply with all health and safety conventions of the ILO ratified and adopted by the country in which the production facility is located.
7. *Licensee shall not discriminate against any person in any employment matter:* 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. *Licensee shall not harass or abuse workers in any way:* Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological, verbal harassment or abuse. Licensees will not use or tolerate any form of corporal punishment.
9. *Workers shall be provided the freedom of association and collective bargaining without harassment:* 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 not cooperate with governmental agencies and other organizations that use the power of the State to prevent workers from organizing a union of their choice. Licensees shall allow union organizers free access to employees. Licensees shall recognize the union of the employees' choice.

10. Licensee shall recognize and protect the rights of women:
 - 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. 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. Workers will not be forced or pressured to use contraception.
 - e. 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 services and accommodation to women workers in connection with pregnancy.
11. Licensees shall ensure that workers are educated as to their rights under this and other applicable codes of conduct.

IV. 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 evaluated 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.

V. Compliance and Disclosure: Licensees (for themselves and on behalf of their contractors, subcontractors, or manufacturers) shall disclose to Licensing Resource Group (LRG), on behalf of the University, and the public the information set forth in Sections A, B, and C below.

- A. Upon execution and renewal of the license agreement and upon the selection of any new manufacturing facility which produces licensed articles, the company names, contacts, addresses, phone numbers, e-mail addresses, and nature of the business association for all such facilities which produce licensed articles;
- B. 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;
- C. At least sixty (60) days prior to the end of each contract year of the license agreement, 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: 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. 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. 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. The remedy will, at a minimum, include requiring the licensee to take all steps necessary to correct such violations including, without limitation:
 - 1. Paying all applicable back wages found due to workers who manufactured the licensed articles.
 - 2. Reinstatement of any worker found to have been unlawfully dismissed.
- C. 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
 - 1. 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
 - 2. Terminate its relationship with any licensee that continues to conduct its business in violation of the code.
- D. In either event, the University will provide the licensee with thirty (30) days written notice of termination. In order to ensure the reasonable and consistent application of this provision, the University will seek advice from the WRC regarding possible corrective measures and invocation of options 1 and 2 above in Section C.