

University at Buffalo

Trademark and Licensing - Code of Conduct

Effective 4-1-2015

Introduction

As one of the nation's premier public research institutions, the University at Buffalo strives for excellence in all endeavors, from academics and athletics, to service and sustainable practices. Similarly, UB is committed to conducting its business in a socially responsible manner consistent with the university's mission of positively changing the world through research, education and service.

We demand a similar adherence to high standards from business partners who wish to produce or sell licensed products that bear the name, trademarks or images of the university. Such partners must provide their employees with prevailing wages and benefits, and humane working conditions, while developing and manufacturing products using methods and practices that minimize the impact on the environment.

All products that carry the university's marks should be seen in public with pride and with the knowledge that they were produced by ethical means. The university has developed the following Code of Conduct in an effort to ensure that companies adhere to fair, sustainable practices in the manufacture of products bearing the university's marks.

Throughout the Code, the term "Licensee" 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 the Licensees' contractors, subcontractors or manufacturers which produce, assemble or package finished Licensed Articles for the consumer.

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.

Standards

- A. Licensees agree to operate workplaces that (and contract with companies whose workplaces) adhere to the minimum standards and practices described below. The University prefers that Licensees exceed these standards, and to contract with other companies that do the same.
- 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.

- C. Employment Standards: Licensees shall comply with the following standards:
- a. Wages and Benefits: Licensees recognize that wages are essential to meeting employees' basic needs. Licensees shall pay employees, as a floor, wages that match or exceed local prevailing wages and benefits in the relevant industry.
 - b. 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, and (ii) be entitled to at least one day off in every seven-day period, as well as holidays and vacations. Short-term exemptions to this standard may be approved by both the local government and the University.
 - c. Overtime Compensation: All overtime hours must be worked voluntarily by employees. In addition to their compensation for regular hours of work, hourly and/or quota-based wages, 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, whichever is higher.
 - d. 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 to minimize the negative impact on children released from employment as a result of implementation or enforcement of the Code.
 - e. Forced Labor: There shall not be any use of forced prison labor, indentured labor, bonded labor or other forced labor.
 - f. 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. In addition, Licensees must comply with the following provisions:
 - i. The Licensee shall ensure that its direct operations and those of any subcontractors comply with all workplace safety and health regulations established by the local and national government where the production facility is located.
 - ii. The Licensee shall ensure that its direct operations and subcontractors comply with all health and safety conventions of the International Labor Organization (ILO) ratified and adopted by the country in which the production facility is located.

- g. 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, color, religion, age, disability, sexual orientation, gender expression, gender identity, nationality, political opinion, social or ethnic origin, veterans, military, domestic violence victim, or marital or sex offender status.
- h. 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.
- i. 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 (including termination of employment) 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.
- j. Women's Rights
 - i. Women workers will receive equitable 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 or 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.
 - iv. Workers will not be forced or pressured to use or be prohibited from using contraception.
 - v. Workers will not be exposed to hazards, including glues and solvents that may endanger their safety including their reproductive health.
 - vi. Licensees shall provide appropriate services and accommodation to women workers in connection with pregnancy and breastfeeding.
- k. Environmental Stewardship

Licensees will comply with all applicable environmental laws and regulations and are also encouraged to abide by the three key principles on the environment that are set out in the United Nations Global Compact:

 - i. Supporting a precautionary approach to environment change;
 - ii. Undertaking initiatives to promote greater environmental responsibility; and
 - iii. Encouraging the development and diffusion of environmentally friendly technologies.

To demonstrate alignment with these principles, licensees are urged to use resources and materials that are sustainable, are capable of being recycled and reused, and are

utilized with a minimum of waste. Where practicable, licensees also are to utilize low-carbon-impact technologies that do not adversely affect the environment; and, when such impact is unavoidable, to ensure that it is minimized.

Compliance and Disclosure

Licensees (for themselves and on behalf of their contractors, subcontractors, or manufacturers) shall disclose to the University and their agents, and make publicly available, 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.

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.

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.

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
 - a. 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
 - b. 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. In order to ensure the reasonable and consistent application of this provision, the University may seek advice from industry monitoring agencies regarding possible corrective measures and invocation of options a. and b. above.