Workplace Code of Conduct for Brown University Licensees

Introduction

Suppliers who manufacture and/or sell items imprinted with Brown University indicia (to the public, Brown University departments, or student organizations) are required to be licensed by the University. Licensees operate under specific guidelines; all products and designs must be approved by the University designated partner, Learfield Licensing Partners, the items must include an "officially licensed" hangtag or label, and royalty reports must be submitted on a regular basis. Licensees must also agree to the University's Supplier Code of Conduct for Licensees.

Learfield Licensing Partners can verify that the department's choice of supplier is licensed by the University. Licensed suppliers can be found on their website: http://lrgusa.com/licensing/vendor-list/. If the supplier is not licensed, Learfield Licensing Partners can assist the supplier in becoming licensed or provide the department with a list of licensed suppliers. Creation, adoption and use of any Brown University indicia must conform to approved standards as authorized by the University.

Policy Statement
Revised March 2015

I. Introduction

Brown University is committed to conducting its business affairs in a socially responsible and ethical manner consistent with its educational, research and service mission, and to protecting and preserving the global environment. Brown University, as a member of the Workers Rights Consortium and the Fair Labor Association, has adopted this Code of Workplace Conduct for Brown University Licensees (the Code) to promote full, productive and freely-chosen employment.

Throughout this 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 the 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.

Brown University expects its licensees to conduct their business in a manner consistent with this Code, and to follow workplace standards that adhere to this Code. The Code is subject to amendment to reflect any subsequently developed standards by the University.

II. Notice

The principles set forth in this Code shall apply to all Licensees.

As a condition of being permitted to produce and/or sell Licensed Articles, Licensees must comply with this Code. All licensees and their subcontractors are required to adhere to this Code within six (6) months of notification of the Code and as required in applicable license agreements. No licensee or their subcontractor may represent that they have been certified as being in compliance with this Code.

III. Standards

University licensees and their subcontractors must operate workplaces that adhere to the following
minimum standards and practices:

A. Legal Compliance
   University licensees and their contractors must comply, at a minimum, with all applicable legal requirements of the country in which products are manufactured. 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
   Licenses shall commit to conducting their business according to a set of ethical standards that include, but are not limited to, honesty, integrity, trustworthiness, and respect for the unique intrinsic value of each human being.

C. Environmental Compliance
   Licensees and their subcontractors will be committed to the protection of the local environment, including their factories and their surroundings. They will protect residential areas around their factories, disposing of garbage and waste in such a way so as not to endanger the safety and health of nearby areas.

D. Employment Standards

1. Wages and Benefits
   Licensees and their contractors must 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, whichever provides a greater wages and benefits. The University is strongly committed to the employees of licensees receiving a “living wage”.

2. Hours of Work
   a. Employees shall not be required to work (regardless of location) more than the lesser of:
      i. forty eight (48) hours per week and twelve (12) hours of overtime; or
      ii. the limits on the regular and overtime hours allowed by the law of the country
   b. Employees shall be entitled to at least one day off in every seven (7) day period.

3. Overtime Compensation
   In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such a premium rate as is legally required in that country, but not less than at a rate equal to their regular hourly compensation rate. All overtime work must be worked voluntarily by employees.

4. Child Labor
   Licensees and their subcontractors shall not employ any person 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. Young workers will not be forced to work overtime hours that would prevent them from attending school. Licensees agree to work with governmental, human rights and non-governmental organizations as determined by the University and licensee to minimize the negative impact on any child released from employment as a result of enforcement of this code.

5. Forced Labor
Licensees and their subcontractors shall not use any forced labor, whether in the form of the prison labor, indentured labor, bonded labor or otherwise.

6. Harassment or Abuse
Licensees and their subcontractors shall treat every employee with respect and dignity. Licensees and their subcontractors will not subject any employee to any physical, sexual, psychological or verbal harassment or abuse.

7. Nondiscrimination
Licensees and their subcontractors will not subject any person to any discrimination in the employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, pregnancy, marital status, nationality, political opinion or political affiliation, union involvement, or social or ethnic origin.

Because the overwhelming majority of apparel workers are women, ensuring and safeguarding women’s rights is of particular importance for all parties.

a. Women workers will receive equal remuneration for comparable work, including benefits, equal treatment, equal evaluation of the quality of their work, and equal opportunity to fill all positions as male workers.

b. Pregnancy tests will not be a condition of employment, nor will they be demanded of employees. Workers will not be forced or pressured to use contraception.

c. Women who take maternity leave will not, because of the maternity leave, face dismissal or threat of dismissal, loss of seniority or reduction of wages. Licensees must permit women returning from maternity leave to return to their prior position, or materially similar position, at their prior wage rate and benefits. Local laws and regulations, or the prevailing practice in the relevant industry, whichever is greater, shall determine appropriate length of maternity leave.

d. Licensees and their subcontractors shall provide, to the extent required by applicable law and regulations, or the local prevailing practice in the relevant industry, whichever is greater, services and accommodations to pregnant women, including but not limited to access to legally required health care provided by the employer, government or other provider.

8. Health and Safety
Licensees and their subcontractors must provide workers with a safe and healthy work environment and must, at a minimum, comply with local and national health and safety laws. If residential facilities are provided to workers, they must be safe and healthy facilities. Workers will not be exposed to known conditions that may endanger their reproductive health without their informed consent.
9. Freedom of Association
   Licensees shall recognize and respect the right of the employees to freedom of association and collective bargaining and shall not prevent or interfere with the organizing process nor dismiss workers who exercise their right to organize.

IV. Remediation

If the University determines that any licensee or their subcontractor has failed to remedy a violation of this Code, 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 requiring the licensee to take all steps necessary to correct such violations including, without limitation, paying all applicable back wages found due to workers who manufactured the licensed articles, and reinstating any worker whose employment has been terminated in violation of this Code of Conduct. If consultation and agreed upon measures fail to adequately resolve the violations within a specified time period, the University reserves the right to terminate its relationship with any licensee who continues to conduct its business in violation of the corrective action plan, in accordance with the terms set forth in the licensee agreement.

V. Compliance and Verification

Prior to the date of annual renewal of a license agreement, the licensee shall be required to provide the following to the University or the University’s Trademark Licensing Partner, as set forth in the license agreement.

1. The Company names, owners and/or officers, and addresses, phone numbers, e-mail addresses and the nature of the business association of all 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;
2. Licensees and their contractors are responsible for conducting thorough, effective and regular inspections of each facility at which University apparel is produced;
3. Written assurances that it and its contractors adhere to this Code (except that in the initial phase-in period, licensee must provide such written assurances within six months of receipt of this Code); and
4. A summary of the steps taken, and/or difficulties encountered, during the preceding year in implementing and enforcing this Code at each site.
5. 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.

VI. Public Disclosure

A. The company names, owners, and/or officers, addresses, and nature of the business association, including the steps performed in the manufacturing process, of all 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 shall be made public information.

B. The Licensee shall be required to supply each year a list of all factory locations referred to in paragraph A above, and all locations Licensee anticipates will be used during the term of the License. Any additions or deletions to this list shall be reported to the University’s Trademark Licensing Partner within two months of the effective date of such addition or deletion.

Required information is to be submitted in accordance with the licensing agreement.

VII. Monitoring and Oversight

The University will establish a Committee to oversee the University’s Licensee Code of Conduct.
A. Composition and Selection

1. Voting Members
2. Ex officio members (non-voting)
   a. Representative from the Brown Bookstore
   b. Representative from Brown Athletics Department
   c. Representative of the Office of the President
   d. Representative from Purchasing Services
   e. Member of the Office of the General Counsel

An Administrative staff person will staff the Committee. The administrative staff person will be appointed by the President's Office.

The division of the responsibilities will be as follows:

3. Staff person: the administrative staff person will act as a liaison between the Committee and the Office of the President to ensure timely implementation of all decisions of the Committee. The staff person will also send out notices for committee meetings to ensure maximum participation and coordinate all committee-related administrative tasks.

B. Decision-Making

A simple majority of the Committee must be present for the vote take place, with at least one student, one faculty, and one staff member present. Only members who are present may vote, and decisions will pass by majority rule.

C. Meeting schedule

The Committee will meet no fewer than two times each semester.

D. Responsibilities

1. Reviewing the Code of Conduct
   The committee will review the code annually to evaluate its effectiveness. Amendments to the code must be submitted to the committee for its approval.
2. Review Effectiveness of Monitoring
   The committee will review, at least annually, the effectiveness of the organization(s) conducting monitoring to ensure compliance with this Code and take appropriate steps to ensure effective monitoring. In making this determination, the committee may rely on current reports from the FLA and WRC as well as any additional relevant information available through research, peers and news resources.
3. Reviewing the State of Compliance
   Licensees will be reviewed by the University’s Trademark Licensing Partner every six month for the first two years of the license agreement, and on an annual basis in subsequent year.
4. Reviewing Violations
   The Committee will review any alleged violations of the University’s Code of Conduct including consulting with monitoring organizations such as the Fair Labor Association (FLA), and the Workers Rights Consortium (WRC), and determine whether they constitute violations. Based on this judgment, the committee will recommend an appropriate course of action to the University’s Trademark Licensing partner. At the same time, should Trademark Licensing partner identify any alleged violations, their representative will consult with the committee (though the Bookstore representative) on an appropriate course of action.

E. Public Accountability
1. The University’s Code of Workplace Conduct for Brown Licensed Product Manufacturers will be posted on the Purchasing Services website.

2. The University’s Trademark Licensing partner will make available to any interested persons information regarding licensees’ working conditions, monitoring reports, and other relevant materials.

3. The committee will work with other schools and interested organizations to improve responsible business practices in the manufacture of licensed University apparel. This will be addressed through student, faculty and staff peer organization contact.

4. On an annual basis, the committee will meet with the University’s Trademark Licensing partner to be informed about their work on behalf of the University.

5. The committee will strive to reach out to key departments that are responsible for purchasing University apparel to advise them with regard to policy updates and compliance issues.

VIII. Pledge of Research and Development

The University commits itself to annually reviewing the development and research concerning an independent monitor, a coalition of sweat-free campuses, living wage standards, and any other areas developed, and deciding in consultation with the Committee whether these areas are feasible for Brown.

Procedures

Suppliers who manufacture and/or sell items imprinted with Brown University indicia (to the public, Brown University departments/schools, or student organizations) are required to be licensed by the University. Licensees operate under specific guidelines; all products and designs must be approved through the University designated partner, Learfield Licensing Partners.

Suppliers who are not already licensed through Learfield will need to contact them to become licensed. www.learfieldlicensing.com.

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Forms/Instructions

Policy Owner Approved by Brown University Licensing Committee

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