

Trademark License Agreement Schedule C – Code of Conduct

Reviewed: 2021

I. Introduction

Queen's University is committed to ensuring that those products which are licensed to bear the University trademark are produced in an ethical manner, consistent with international labour standards. The Queen's University Code of Conduct is acknowledged as being the first step in this process.

II. Notice

This Code shall apply to all trademark licensees of Queen's University. Throughout this Code the term "licensee" shall include all persons or entities that have entered a written licensing agreement with the University to manufacture products bearing the name, trademarks 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 has not entered into a relationship with the University but provides services to be used, sold, or distributed by or on behalf of the University.

As a condition of being permitted to produce and/or sell licensed products bearing the name, trademarks and/or images of the University, each licensee must comply with this Code and ensure that its contractors comply with this Code.

III. Remedial Action

If the University determines that any licensee or contractor 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 as enumerated in Section IV. If consultation and agreed upon measures fail to adequately resolve the violations within a specified time period, the University and the licensee will implement a corrective action plan on terms acceptable to the University.

The University reserves the right to terminate its relationship with any licensee which continues to conduct its business in violation of the corrective action plan, in accordance with the terms set forth in the licensee agreement. This decision will be rendered by the ad hoc oversight committee responsible for implementation of the Code.

IV. 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:** 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:** 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. **Labour and 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 specific standards enumerated in the appendix are mandatory.

V. Compliance

Prior to the date of an annual renewal of a license agreement, the licensee shall be required to provide the following to the University:

- A. The company names, owners and/or officers; and addresses, phone numbers, email 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;
- B. Written assurances that it and its contractors adhere to 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.

VI. 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 report immediately to the University any changes in its business operations which materially affect the application of this Code, such as the selection of a new factory. This information will also be made publicly available.

VII. Verification

It shall be the responsibility of each University licensee to ensure its compliance with this Code, and to verify that its contractors are in compliance with this Code.

The University or its representatives reserves the right to announced examination of the practices, activities and work sites of its licensees and their contractors.

APPENDIX

- 1. **Remuneration:** Licensees and their contractors must provide compensation that complies with all applicable laws and regulations and which matches or exceeds the local prevailing standards.
- 2. **Wages and Benefits:** Licensees and their contractors provide wages and benefits in the relevant industry which constitutes a dignified living wage which is capable of providing for the essential needs of workers and their families.

A living wage shall be defined as a wage which provides for the basic needs (housing, energy, nutrition, clothing, health care, education, potable water, child care, transportation, and savings) of an average family unit of employees in the relevant sector of the country divided by the average number of adult wage earners in the family unit of employees, in the relevant employment sector of the country.

3. **Working Hours:** Except in extraordinary circumstances, employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime per week, or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture; and (ii) be entitled to at least one day off in every 7-day period, as well as holidays and vacations.
4. **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, or as negotiated in a collective agreement, but not less than at a rate equal to their regular hourly compensation rate.
5. **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 under ILO Convention 138, 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 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 the enforcement of this Code.

Consistent with ILO Conventions 138 and 182, the minimum age for admission to any type of employment or work which by its nature or the circumstances in which it is carried out is likely to jeopardize the health, safety, or morals of young persons shall not be less than 18 years of age.

6. **Forced Labor:** There shall not be any use of forced labor, whether in the form of prison labor, indentured labour, bonded labor or otherwise.
7. **Health and Safety:** Licensees and their contractors must provide workers with a safe and healthy work environment and must, at a minimum, comply with local and national health and safety laws, as well as those ILO Conventions and Recommendations adopted by the country in which the production facility is located, including ILO Occupational Safety and Health Convention No. 155 and Recommendation 164.
8. **Nondiscrimination:** Licensees and their contractors shall comply with local and national human rights legislation with respect to the prevention of discriminatory conduct. Specifically, the pregnancy of an employee shall not be used as a basis for disciplinary treatment or termination of employment. Licensees and their contractors shall use their best efforts to reinstate workers who have taken maternity leave to the same or similar position at the same rate of pay and benefits. No employee or prospective employee shall be subjected to involuntary use of contraceptives or pregnancy testing.
9. **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.
10. **Collective Bargaining and Freedom of Association:** Licensees and their contractors shall recognize and respect the right of employees to freedom of association and collective bargaining with bargaining representatives of their own choice. No employee shall be subject to harassment, intimidation, or retaliation as a result of his or her efforts to freely associate or bargain collectively. Where not explicitly prohibited by national laws, University licensees and contractors shall ensure compliance with ILO Conventions 87, 98, and 135.
11. **Women's Rights:** In addition, licensees and their contractors shall ensure women's reproductive health and career opportunities are protected from discriminatory actions.