

PRINCETON UNIVERSITY TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT, effective this _____ day of _____, _____, (the “Effective Date”) is made by and between the Trustees of Princeton University, a corporation duly organized and existing in the State of New Jersey (“Princeton”) and _____ of _____ (“Licensee”).

WHEREAS, Princeton is the exclusive owner of the trademark(s) and several related designs as shown in Exhibit A attached hereto as used in connection with the goods and services listed in Exhibit B attached hereto and excluding goods listed in Exhibit C attached hereto; and

WHEREAS, Licensee desires a license to use Princeton’s trademarks and related designs in connection with the products listed in Exhibit B attached hereto in the geographic area specified below.

NOW THEREFORE, for and in consideration of the mutual covenants and undertakings hereinafter set forth, and other good and valuable consideration, it is agreed as follows:

1. DEFINITIONS

- 1.1 “Annual Administrative Fee” means a non-refundable, non-transferable annual fee of \$125.00.
- 1.2 “Annual Minimum Guarantee Royalty” means a non-refundable, non-transferable annual advance royalty payment as specified in Paragraph 4.6 of this Agreement.
- 1.3 “Customer” means a buyer of Licensed Products from Licensee and does not include Licensee, its agents, assigns or subsidiaries.
- 1.4 “Licensed Marks” means Princeton’s trademark(s), service marks, trade names and related designs, logographics, symbols, and/or pictures or photographs of any of Princeton’s buildings or parts thereof, including, but not limited to, those shown in Exhibit A, attached, those provided separately by Princeton, and any derivative art made by Licensee.
- 1.5 “Licensed Products” means any product or part thereof bearing one or more Licensed Marks listed in Exhibit B, and not listed in Exhibit C, and/or any packaging, advertising, promotional or print materials bearing one or more of the Licensed Marks.
- 1.6 “Net Sales Price” means the Licensee’s aggregate gross price, including the royalty amount, charged to Customers for the Licensed Products, less quantity discounts, returns and allowances and any other deductions for cash or other discounts as listed on Licensee’s invoices. No costs incurred in the manufacture, sale, overhead, distribution or promotion of the Licensed Products, or any other direct or indirect expenses, shall be deducted in computing Net Sales Price except as specified above.
- 1.7 “Territory” means the United States of America and its territories.

2. GRANT OF LICENSE

- 2.1 Subject to the terms of this Agreement and to the extent permitted by law, Princeton hereby grants Licensee a limited revocable non-exclusive license to use the Licensed Marks and to make and use certain derivative works thereof on the Licensed Products listed in Exhibit B, in the Territory, unless otherwise indicated in Exhibit C. The parties acknowledge and agree that the grant of this license does not extend to Licensee operating its business, in any way, on Princeton's campus without Princeton's prior written approval, or using any property or facilities owned and/or operated by Princeton, including but not limited to Princeton computer resources and networks.
- 2.2 Licensee shall not assign or sublicense the rights granted under this license without the express prior written consent of Princeton.
- 2.3 Licensee shall not export Licensed Products outside the Territory without the prior written consent of Princeton.
- 2.4 Subject to the terms of this Agreement, Licensee has the right to authorize manufacturers to produce Licensed Products, provided that such authorization is limited to producing Licensed Products for Licensee only. Licensee shall be responsible for ensuring that the Licensed Products produced by the manufacturers and any actions undertaken by the manufacturers satisfy all the requirements of this Agreement. Licensee assumes all responsibility for any actions undertaken by manufacturers relating to the use of the Licensed Marks and the manufacture, sale or distribution of the Licensed Products.
- 2.5 As a condition of this Agreement, Licensee must:
 - 2.5.1 register and maintain its membership with the Fair Labor Association ("FLA") and abide by FLA policies, procedures, and programs, including, but not limited to, the adoption of the FLA Code of Conduct, the FLA's disclosure requirements of manufacturing facilities involved in the production, manufacture, or sale of all Licensed Products;
 - 2.5.2 annually, upon the anniversary date of this Agreement, provide to Princeton a current list of corporate names, addresses, and contacts of all factories and manufacturers involved in the production, manufacture, or sale of all Licensed Products. Licensee acknowledges that Princeton is a member of the FLA and agrees that Princeton may disclose Licensee's list of corporate names, addresses and contacts of all factories and manufacturers involved in the production, manufacture or sale of all Licensed Products;
 - 2.5.3 provide to Princeton, a written statement of whether Licensee is in FLA category A/B, C or D, as set out in Exhibit E to this Agreement; and
 - 2.5.4 annually, upon the anniversary date of this Agreement, provide to Princeton a written statement of compliance with the Fair Labor Association Code of Conduct, attached as Exhibit D and if requested by Princeton, provide evidence of participation in and compliance with FLA procedures.
- 2.6 Licensee acknowledges that Princeton is an affiliated member of the Worker Rights Consortium ("WRC") and agrees that Princeton may disclose Licensee's list of corporate names, addresses and contacts of all factories and manufacturers involved in the production, manufacture or sale of all Licensed Products.
- 2.7 Licensee will use its best efforts to promote and sell the Licensed Products. However, Licensee must not, without Princeton's prior written consent, advertise, sell or otherwise market Licensed Products through direct mail or catalog sales to lists of students, parents of students, faculty, staff, alumni, contributors or similar groups maintained or compiled by Princeton.
- 2.8 Licensee will, at Princeton's request, provide to Princeton a marketing and distribution plan detailing Licensee's plans for the sale of the Licensed Products during the term of this Agreement.

3. LICENSED PRODUCTS

- 3.1 Licensee shall submit samples of Licensed Products and artwork and depictions of all proposed uses (whether previously approved or not) of the Licensed Marks to Princeton at the address as set forth in paragraph 4.7 at no cost, for approval prior to any use, sale or other distribution to the public. Princeton shall review and approve or disapprove the product, the graphics and designs depicting the Licensed Marks, and product packaging and designs in writing within fifteen (15) days of receipt thereof; provided, however, that if Princeton fails to approve or disapprove any proposed product or design within that time period those items shall be deemed disapproved unless and until written approval is provided.
- 3.2 Licensee agrees that any proposed change by Licensee involving any alteration, including alterations in the structure, color, size, design or quality of the Licensed Products, or any change in the use of Licensed Marks, shall be submitted to Princeton for approval as set forth in paragraph 3.1 above.
- 3.3 Licensee acknowledges that Princeton requires high product quality and accurate reproduction of the Licensed Marks on all Licensed Products, and that Princeton has the right to ensure that said products meet its quality standards. Licensee agrees that all Licensed Products manufactured and sold by it will be the same or substantially identical in quality and appearance to the initial samples approved by Princeton. Licensee shall maintain such reasonable manufacturing, servicing and quality standards to ensure that said Licensed Products are consistent with such initial samples. Princeton or its duly authorized representatives have the right to inspect the premises of Licensee during all reasonable hours of operation during the term of this Agreement, including the time provided for disposition of inventory following termination of the Agreement, to ensure that standards of quality, as reflected in the approved samples of Licensed Products, are being maintained. From time to time, at the request of Princeton, Licensee shall submit to Princeton samples of the Licensed Products which Licensee is selling and the packaging, advertising and promotional materials used in connection with the Licensed Products so that Princeton may determine compliance with the terms of this Agreement.

4. PAYMENTS, ROYALTIES AND REPORTS

- 4.1 Licensee shall pay an Annual Administrative Fee of \$125.00 which is due upon execution of this Agreement and then on or before January 1 of each year of this Agreement. This fee covers administrative expenses and shall not be credited against royalty payments or to be included as part of any Annual Minimum Guaranteed Royalty.
- 4.2 As consideration for this license, Licensee agrees to pay Princeton a royalty of ten percent (10%) of the Net Sales Price of all Licensed Products sold. Licensed Products are considered to be sold when invoiced, or if not invoiced, then when they are paid for or when title passes to Customer, whichever is first. This royalty is payable by Licensee even if Licensee does not charge the Customer for the Licensed Products and shall be based on the usual Net Sales Price charged to other Customers in the same or similar locality.
- 4.3 All royalties shall be paid quarterly within thirty (30) days following the end of each calendar quarter. **Payments shall be in April, July, October and January for each preceding three months' sales.** Licensee acknowledges that time is of the essence in the prompt submission of royalty payments. Any late royalty will bear interest at the rate of two percent (2%) per month.
- 4.4 On or before the last day of April, July, October and January of each year, Licensee shall furnish Princeton with a statement, as set out in the royalty report which is attached as Exhibit F to this Agreement and as amended from time to time, reporting sales of Licensed Products bearing Licensed Marks for the preceding quarter, with a calculation of royalties owed for those sales. If no sales or other use of the Licensed Products were made during any reporting period, a statement to that effect shall be provided to Princeton by Licensee. Upon request of Princeton, Licensee shall provide certification as to the accuracy of such statement signed by a financial officer of Licensee.
- 4.5 The receipt or acceptance by Princeton of any royalty statement or payment will not prevent Princeton from subsequently challenging the validity or accuracy of the statement or payment.

- 4.6 Upon signing this Agreement and at the anniversary date of the Agreement, Licensee shall pay an Annual Minimum Guaranteed Royalty of \$_____ for each contract year in which this Agreement is in effect. Quarterly royalties due Princeton shall be credited against the Annual Minimum Guarantee for the contract year in which those royalties are earned.
- 4.7 All payments by Licensee to Princeton, under this Agreement, must be in US dollars and made payable to **The Trustees of Princeton University** and sent to:
- The Associate Director
Princeton University Trademark Licensing
112 Nassau Street, 3rd Floor
Princeton NJ 08540
- 4.8 In the event of default in payment of any royalties due Princeton under the terms of this Agreement, and if it becomes necessary for Princeton to undertake legal action to collect such royalties, Licensee shall pay for all reasonable legal fees and costs incurred by Princeton in connection therewith provided the legal action undertaken by Princeton results in a determination that royalties were due Princeton under the terms of this Agreement.
- 4.9 Licensee will provide a progress report to Princeton within 30 days of Princeton's request detailing Licensee's accomplishments from the previous year and Licensee's goals for the next year concerning sales of Licensed Products.
- 4.10 On termination of this Agreement, in accordance with paragraph 11, Licensee must within 30 days from the end of the 3 month disposal of stock period, furnish Princeton with a final report detailing the information as set out in paragraph 4.4 above and include in this final report the quantity of unsold Licensed Products destroyed. In addition to this final report, Licensee must also pay any royalties due to Princeton in accordance with paragraph 4.3 above.

5. ACCOUNTS AND RECORDS

Licensee shall maintain accurate account books and records showing the manufacture and sale or other distribution of Licensed Products. Such books and records shall be maintained for a period of at least three (3) years after the payment of the corresponding royalty and shall be available for inspection and examination by Princeton or a duly authorized representative of Princeton, upon 2 business days notice, during normal business hours. If any such examination indicates an underreporting and/or underpayment of royalties in excess of five (5%), then Licensee shall pay the cost of such examination. This payment will be made to Princeton within thirty (30) days after notification by Princeton. Late payments of royalties and any other payments will bear interest at the rate of two percent (2%) per month.

6. USE OF LICENSED MARKS

- 6.1 Licensee agrees that in the exercise of its rights under this Agreement, it will not state or imply either directly or indirectly that Licensee or Licensee's activities, other than those required by this Agreement, are supported, endorsed, or sponsored by Princeton. Licensee also agrees not to use the name of Princeton in its business or affairs other than in the performance of its rights and obligations under this Agreement.
- 6.2 Licensee agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks, or bring them into disrepute.
- 6.3 Licensee agrees not to use any other trademark, service mark, trade name, logo, symbol or device in combination with any Licensed Marks without the prior written consent of Princeton.

- 6.4 Licensee shall, upon the request of Princeton, cause to appear on or within each product sold under this Agreement, by means of a tag, label, imprint, or other appropriate device, such copyright, trademark or service mark notices as Princeton may from time to time designate. Licensee shall affix trademark notice (TM) or (®) next to the Licensed Marks on Licensed Products as instructed by Princeton. All Licensed Products shall bear a legend designating them as official licensed products as approved in advance by Princeton.
- 6.5 Licensee recognizes the great value of the publicity and goodwill associated with the Licensed Marks and acknowledges that such goodwill belongs exclusively to Princeton. Licensee acknowledges Princeton's exclusive right, title and interest in and to the Licensed Marks, and will not in any manner represent that it has any ownership therein or in any registration thereof, and will not knowingly in any way do or cause to be done any act or thing contesting or in any way impairing any part of such right, title and interest. Licensee therefore agrees that, except for the rights granted herein, it has no interest in or ownership of the Licensed Marks, and further agrees not to register or attempt to register, in any jurisdiction, any of the Licensed Marks.
- 6.6 Licensee agrees that its use of the Licensed Marks inures to the benefit of Princeton and that Licensee shall not acquire any rights in the Licensed Marks.
- 6.7 Licensee shall not sell damaged Licensed Products or seconds bearing the Licensed Marks without Princeton's prior written consent.
- 6.8 Licensee shall immediately advise Princeton of any infringement of the Licensed Marks that it learns about.
- 6.9 Princeton is the exclusive copyright owner of any designs, created by Licensee, which incorporate the Licensed Marks and which are used in connection with the Licensed Products. Licensee agrees to assign the copyright in these designs to Princeton.

7. INDEMNIFICATION

Princeton assumes no liability to Licensee or third parties with respect to the performance characteristics of the Licensed Products manufactured or sold by Licensee. Licensee agrees to indemnify and hold harmless Princeton, its trustees, officers, employees and agents from any and all claims, demands, actions, causes of action, suits, damages, liabilities and costs and expenses of every nature, including attorney's fees, relating to or arising out of the manufacture or sale or use of the Licensed Products or from the use of the Licensed Marks on such products. This indemnification shall include, but is not limited to, any and all claims or suits for which either party is alleged or found to have been wholly or partially negligent.

8. INSURANCE

Licensee shall maintain in effect insurance for both bodily injury and property damage liability including product liability, in per occurrence limits of not less than One-Million Dollars (\$1,000,000.00) except for children's toys and sleepwear which require per occurrence limits of not less than Five-Million Dollars (5,000,000.00). Such coverage shall be provided with respect to all claims for damages arising out of the manufacture or sale or use of the Licensed Products, regardless of when such claims are made or when the underlying injuries occur or manifest themselves. Policies maintained by Licensee shall:

- be underwritten by a carrier that is rated at least "A" in Best's Key Rating Guide;
- be primary as to any other valid and collectible insurance in force;
- include endorsements naming Princeton as additionally insured insofar as this Agreement is concerned with statements on certificates that "The Trustees of Princeton University, its officers, employees and agents are additional insureds" and "This insurance is primary as to any other valid and collectible insurance in force"; and
- provide that notice shall be given to Princeton at least thirty (30) days prior to cancellation or material reduction in the form of such policies.

Licensee must provide notice to Princeton at least thirty (30) days prior to cancellation or material reduction in the form of these policies. Copies of certificates as evidence of said insurance shall be delivered by Licensee to Princeton upon submission of this Agreement and within 15 days of any insurance renewals. All notifications are to be made to:

Princeton University
Princeton University Trademark Licensing
112 Nassau Street, 3rd Floor
Princeton NJ 08540

9. METHODS OF TERMINATION

- 9.1 Except as otherwise provided, this Agreement shall terminate automatically at the end of the term specified in Section 16.
- 9.2 This Agreement and all rights hereby granted may be revoked and terminated at any time by either party without cause on sixty (60) days' written notice to the terminated party.
- 9.3 Should Licensee fail to comply with any provision of this Agreement, Princeton may terminate this Agreement on thirty (30) days' written notice; provided, however, that such notice shall be void and of no effect if Licensee corrects such default during the thirty day notice period. However, Princeton may immediately terminate this Agreement if Licensee becomes insolvent, makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it.
- 9.4 Termination of this Agreement shall not impair any accrued rights of Princeton.

10. EFFECTS OF TERMINATION

Upon the termination of this Agreement, all rights granted to Licensee hereunder shall revert to Princeton, and Licensee shall make no claims to such rights.

11. LICENSEE'S DUTIES UPON TERMINATION

Upon termination of this Agreement, Licensee agrees to immediately discontinue (1) the manufacture of all Licensed Products bearing the Licensed Marks, and (2) the use of the Licensed Marks; provided, however, that Licensee shall have the right to complete all licensed products bearing the licensed marks then in process and to dispose of its stock of all Licensed Products bearing the Licensed Marks which meet the standards of quality required by this license at its normal Net Sales Price within three (3) months after said termination. Such disposition shall be subject to the terms of this Agreement including, but not limited to, those requiring reports of sales and payment of royalties as set out in paragraph 4 (in particular paragraph 4.10). After such three (3) month period, Licensee agrees to destroy all unsold Licensed Products bearing the Licensed Marks and to report to Princeton the number of each destroyed. Notwithstanding the foregoing provisions, Licensee's right to dispose of its stock after termination of this Agreement is subject to the condition that within thirty (30) days after termination, Licensee (1) pays to Princeton all royalties accrued to the time of termination, and (2) delivers to Princeton a report of sales up to the time of termination in the form required by Paragraph 4.4 of this Agreement, and (3) provides Princeton with an inventory of unsold Licensed Products bearing Licensed Marks remaining and allows Princeton at its option to conduct a physical inventory to verify such a statement.

12. REMEDIES

- 12.1 Licensee acknowledges that its breach of this Agreement will result in immediate and irreparable damage to Princeton, and that money damages alone would be inadequate to compensate Princeton. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by Licensee, Princeton may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.
- 12.2 The parties agree to submit to the personal jurisdiction of the federal and state courts within the state of New Jersey. No legal action under this Agreement shall be brought in any jurisdiction other than within Mercer County of the State of New Jersey.

13. SEVERABILITY

Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, then the validity of the remaining provisions shall not be affected by such a holding.

14. MODIFICATION AND WAIVER

- 14.1 Princeton may modify the terms of this Agreement (including, but not limited to, the Annual Minimum Guarantee Royalty; Annual Administrative Fee and royalty rate) from time to time, in its sole discretion, by sending Licensee written notice by electronic mail or by regular mail 30 days before any modification.
- 14.2 The Parties agree that this Agreement may be modified from time to time by means of a written document signed by both Parties.
- 14.3 It is agreed that no waiver by either party hereto of any breach of any of the provisions herein set forth shall be deemed a waiver as to any subsequent and/or similar breach.

15. ASSIGNABILITY

This Agreement shall inure to the benefit of Princeton, its successors and assigns, but shall be personal to Licensee and shall be assignable by Licensee only with the prior written consent of Princeton.

16. TERM OF AGREEMENT

This Agreement shall continue in full force and effect for 2 years from the Effective Date unless otherwise terminated by operation of law or by the acts of the Parties in accordance with the terms of this Agreement; provided that Licensee is in good standing and is in compliance with all terms of the Agreement, including Sections 2.4, 4.1, 4.3, 4.4, and 8.

17. GOVERNING LAW

This Agreement is made in the State of New Jersey, United States of America, and shall be governed and construed by its laws.

18. NOTICES

Except as otherwise provided in this Agreement, any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered first class mail to the addressees given below, or such other addressees as may be designated from time to time or by facsimile transmission to the party’s facsimile number as provided by the parties with a transmission report indicating transmission without error or by email with a “delivery receipt” and/or “read receipt” to the email address provided by the parties during the term of this Agreement:

To Princeton University:

Maureen McWhirter,
Director of Contract Management
University Services
Princeton University
221 Nassau Street, 3rd Floor
Princeton NJ 08542

To Licensee:

19. NO PARTNERSHIP OR FRANCHISE

This Agreement does not constitute and shall not be construed to constitute (1) a partnership or joint venture between Princeton and Licensee, or (2) a franchise agreement between Princeton and Licensee. Licensee shall have no right to obligate or bind Princeton in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons. The parties understand that no party is an agent, employee or servant of the other party.

20. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties with regard to the subject matter hereof and supersedes all other statements and representations pertaining to this subject matter.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above written.

LICENSEE

By:

Name

Title

Date: _____

PRINCETON UNIVERSITY

By: _____

Maureen McWhirter
Director of Contract Management, University Services
For: Princeton University Trademark Licensing

Date: _____

EXHIBIT A
LICENSED MARKS
(intentionally left blank)

EXHIBIT B

LIST OF POTENTIAL LICENSED PRODUCTS

APPAREL

Athletic Style Garments	Running shorts	T-Shirts
Hats	Socks	Walking Shorts
Jackets	Sweatpants	Windbreakers
Jerseys	Sweatshirts	
Polo Shirts	Tank Tops	

OTHER ITEMS

Athletic Bags	Golf Clubs & Covers	Wallets
Auto Mats	Handkerchiefs	Wastebaskets
Baby Bottles	Hats	Watches
Backpacks	Ice Buckets	Wrapping Paper
Badges	Jewelry	
Basketballs	Key Chains	
Beach Mats	Key Holders	
Belts	Lamps	
Belt Buckles	Letter Openers	
Bibs	License Plate Frames	
Blankets	Loose Leaf Binders	
Book Bags	Memo Pads	
Bookmarks	Mirrors	
Bumper Sticker	Neckties	
Calendars	Notebooks	
Campus Maps	Paper Holders	
Campus Photos	Pencils	
Card Holders	Pennants	
Carry-All Bags	Pens	
Casual Shoes	Picnic Sets	
Ceramic Plates	Pins	
Ceramic Cups/Mugs	Plaques/Picture Frames	
Chairs	Plush and Stuffed Animals	
Class Rings	Postcards	
Clocks	Posters	
Coin Purses	Scarves	
Cufflinks	Snack Trays	
Cushions	Sport Shoes	
Decals	Stools	
Figurines	Sunglasses	
Flying Disks	Tennis Racket Covers	
Floor Mats	Thermos Bottles	
Footballs	Towels	
Garment Bags	Visors	
Glassware	Volleyballs	
Golf Balls/Bags	Wall Hangings	

EXHIBIT C
PROHIBITED ITEMS

The following items are excluded from Princeton's Trademark Licensing Program and may not be used with any of Princeton University's trademarks or logos:

1. Items for official Princeton business purposes and official Princeton ceremonies, including, but are not limited to, stationery, business cards, directories, and official reports;
2. Items such as personal bank check and address labels;
3. Alcoholic beverages;
4. Tobacco and smoking products;
5. Food products;
6. Sexually oriented goods;
7. Health-care products and toiletries;
8. Goods related to gambling, lotteries, sweepstakes;
9. Religious or burial goods;
10. Products of a political nature;
11. Education-related products;
12. Goods including names or pictures of current students (i.e., athletes, movie stars, etc.);
13. Services of any kind (i.e. moving companies, educational services, area entertainment programs or tour services);
14. Advertising or promotional literature of any kind;
15. Goods making unfavorable references to race, religion, sex, national origins or handicaps;
16. Firearms and weapons;
17. Pet Products;
18. Products in "poor taste," including bathroom products.

EXHIBIT D

FAIR LABOR ASSOCIATION WORKPLACE CODE OF CONDUCT

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

Child Labor: No person shall be employed at an age younger than 15 (or 14 where the law of the country of manufacture allow) or younger than the age of completing compulsory education in the country of manufacture where such age is higher than 15.

Harassment or Abuse: Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological, or verbal harassment or abuse.

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, religion, age disability, sexual orientation, nationality, political opinion, or social or ethnic origin.

Health and Safety: Employers 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 result of the operation of employer facilities.

Freedom of Association and Collective Bargaining: Employers shall recognize and respect the right of employees to freedom of association and collective bargaining.

Wages and Benefits: Employers recognize that wages are essential to meeting employees' basic needs. Employers shall pay employees, as a floor, at least the minimum wage required by local law or the prevailing industry wage, whichever is higher, and shall provide legally mandated benefits.

Hours of Work: Except in extraordinary business circumstances, employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture, or, where the laws of such country do not limit the hours of work, the regular work week in such country plus 12 hours overtime and (ii) be entitled to at least one day off in every seven day period.

Overtime Compensation: In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such 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 equal to their regular hourly compensation rate.

In addition to complying with all applicable laws and regulations of the country of manufacture, companies must comply with this code and the FLA's principles of monitoring, applying the higher standard in cases of differences or conflicts, and must require their licensees, contractors and suppliers to do the same.

EXHIBIT E

From the categories listed below, please check the one that best describes your company.

- Category A/B: Companies with annual consolidated revenues of \$50 (fifty) million or greater.
- Category C: Companies with annual consolidated revenues of less than \$50 (fifty) million that do not qualify for Category D.
- Category D: Companies with annual consolidated revenues of less than \$5 (five) million, all of whose production and/or manufacturing facilities are located in the United States, within 200 miles of Princeton, NJ.

Person Responding: (name) _____
(company) _____
(position) _____
(date) _____

EXHIBIT F