

APRUEBA CONVENIO DE COLABORACIÓN Y TRANSFERENCIA DE RECURSOS CELEBRADO ENTRE EL INSTITUTO DE ESTUDIOS AVANZADOS EN EDUCACIÓN DE LA UNIVERSIDAD DE CHILE Y LA UNIVERSIDAD DE NEW YORK, PARA EL PROYECTO "RESPONSIBLE INNOVATION IN TECHNOLOGY FOR CHILDREN (INNOVACIÓN RESPONSABLE EN TECNOLOGÍA PARA NIÑOS) (RITEC)".

RESOLUCIÓN EXENTA N° 0252/2023

SANTIAGO, 07 de marzo de 2023

VISTOS:

Lo dispuesto en la **Ley N° 21.094** sobre Universidades Estatales; en el **DFL N°1/19653**, del Ministerio Secretaría General de la Presidencia que fija el texto refundido, coordinado y sistematizado de la Ley N° 18.575, Orgánica Constitucional de Bases Generales de la Administración del Estado; en la **Ley N° 19.880**, que establece bases de los procedimientos administrativos que rigen los actos de los órganos de la Administración del Estado; en el **DFL N° 3 de 2006**, del Ministerio de Educación, que fija el texto refundido coordinado y sistematizado del Decreto con Fuerza de Ley N° 153, de 1981, que establece los estatutos de la Universidad de Chile; en las Resoluciones N° 7 y N° 8, de 2019, de la Contraloría General de la República; en el **Decreto Universitario N° 0020975, de 2017**, que Crea y Reglamenta el Instituto de Estudios Avanzados en Educación.

CONSIDERANDO:

1. Que, el grupo LEGO y la UNICEF en asociación con la Universidad de Nueva York (NYU), City University de Nueva York (The City University of New York), Universidad Western Sydney, Universidad de Sheffield y el Centro de Excelencia del Consejo de Investigación de Australia, lideran el proyecto RITEC (iniciativa para estudiar cómo el aprendizaje digital a través del juego puede contribuir al bienestar de los niños), financiado por la Fundación LEGO.
2. Que, el objetivo principal de este proyecto es desarrollar un marco con apoyo empírico para comprender cómo las experiencias de juego digital pueden diseñarse para mejorar el bienestar de los niños.
3. Que, por otro lado, el Instituto de Estudios Avanzados en Educación, tiene por objeto el desarrollo de investigación multidisciplinaria en el campo educacional, por lo que su actividad constituye una efectiva contribución al desarrollo de los procesos educacionales, así, como otras funciones en el desarrollo de la investigación en el campo de las ciencias de la educación.
4. Que, en ese sentido, se ha solicitado a este Instituto, participar en el estudio de cómo el aprendizaje digital a través del juego puede contribuir al bienestar de los niños, liderado por el grupo LEGO y la UNICEF en asociación con la Universidad de Nueva York (NYU), City University de Nueva York (The City University of New York), Universidad Western Sydney, Universidad de Sheffield y el Centro de Excelencia del Consejo de Investigación de Australia.

5. Que, para el cumplimiento de lo indicado en los párrafos anteriores, las partes han suscrito un convenio de colaboración, el que, en virtud de lo establecido en el artículo 3 de la ley N° 19.880, corresponde aprobar por acto administrativo de esta casa de Estudios.

RESUELVO:

1. **APRUÉBASE**, el convenio de colaboración y transferencia de recursos celebrado entre el Instituto de Estudios Avanzados en Educación de la Universidad de Chile y la Universidad de New York, cuyo texto es el siguiente:

ACUERDO DE SUBCONCESIÓN entre New York University y la Universidad de Chile

El presente Acuerdo de Subconcesión no. S1236-03 (el "Acuerdo") se celebra a partir de la fecha de la última firma que figura a continuación, entre New York University ("NYU") con oficinas situadas en 665 Broadway, Suite 801, Nueva York, NY 10012 y la Universidad de Chile– Instituto de Estudios Avanzados en Educación ("Subreceptor") con oficinas situadas en Periodista José Carrasco Tapia, 75, Santiago CHILE. La NYU y el Subreceptor podrán ser denominados de forma individual como una "Parte" y/o de forma colectiva como las "Partes".

CONSIDERANDO QUE la NYU ha recibido una subconcesión de The LEGO Group (el "Patrocinador") junto con UNICEF, de conformidad con un Acuerdo de Servicios Personales de fecha 13 de noviembre de 2021 (la "Concesión Principal"), en apoyo de un proyecto de investigación titulado "Responsible Innovation in Technology for Children (Innovación Responsable en Tecnología para Niños) (RITEC)" (el "Proyecto"), realizado bajo la dirección de Jan Plass (el "Investigador Principal de la NYU");

CONSIDERANDO QUE la Concesión Principal forma parte del presente Acuerdo y se adjunta como Anexo C;

CONSIDERANDO QUE la NYU desea que el Subreceptor preste determinados servicios a la NYU en relación con el Proyecto;

CONSIDERANDO QUE el Subreceptor ha manifestado a la NYU su competencia, voluntad y capacidad para prestar dichos servicios a la NYU;

CONSIDERANDO QUE el Proyecto contemplado en el presente Acuerdo es de interés y beneficio mutuo para la NYU y el Subreceptor, y que fomentará los objetivos de enseñanza e investigación de la NYU y del Subreceptor de forma coherente con su condición de institución educativa sin fines de lucro y exenta de impuestos.

AHORA, POR LO TANTO, en consideración de las promesas y pactos mutuos del presente Acuerdo, las partes acuerdan mutuamente lo siguiente:

1. Declaración de trabajo y ejecución de trabajo.

- A. Declaración de trabajo. El Subreceptor proporcionará el personal, el equipo, las instalaciones y los suministros necesarios para realizar el trabajo descrito en la declaración de trabajo, que se adjunta como Anexo A (el "Trabajo"). Cualquier cambio importante en la declaración de trabajo requerirá la aprobación previa por escrito de la NYU.



- B. Ejecución de trabajo. Salvo que se indique específicamente en otra parte del presente Acuerdo, la calidad de todos los servicios prestados en virtud del mismo se ajustará a los estándares más estrictos de la profesión, oficio o campo de actividad correspondiente. Todos los trabajos serán prestados o supervisados directamente por personas plenamente calificadas en las profesiones, oficios o campos pertinentes, y titulares de las licencias exigidas por la ley.
- 2. Investigador y personal clave del Subreceptor.** El Investigador Principal del Subreceptor es Patricio Cabello. El Subreceptor no reemplazará a su Investigador Principal sin la aprobación previa por escrito de la NYU. En tal caso, el Subreceptor notificará por escrito a la NYU, en un plazo de treinta (30) días hábiles a partir de la fecha en que desee reemplazar al Investigador Principal del Subreceptor, de dicho reemplazo y propondrá un investigador principal sustituto, identificando al sustituto propuesto en la notificación. La NYU notificará al Subreceptor, en un plazo de quince (15) días hábiles a partir de la recepción de dicha notificación, de su decisión de continuar el Acuerdo con el Investigador Principal sustituto o terminarlo.
- 3. Plazo de ejecución.** El período de ejecución del Proyecto en virtud del presente Acuerdo comenzará el **1 de enero de 2023 y finalizará el 31 de diciembre de 2023**, a menos que se prorrogue por acuerdo mutuo por escrito de las partes, o se termina de conformidad con los términos del presente Acuerdo.
- 4. Reembolso de costos.**
- A. Como compensación por el presente Acuerdo y el Proyecto ejecutado por el Subreceptor en virtud del mismo, la NYU abonará al Subreceptor, de conformidad con el presupuesto acordado que figura en el Anexo B (el "Presupuesto"), una cantidad que no superará los **USD 49.625** (el "Costo Total"). Este monto no podrá excederse a menos que se autorice mediante una enmienda por escrito al presente Acuerdo, y la NYU no asume obligación alguna de reembolsar los costos que excedan el Costo Total sin dicha enmienda por escrito. Los costos y honorarios admisibles para el reembolso al Subreceptor por la ejecución del presente Acuerdo se determinarán de conformidad con el Presupuesto y los términos del presente Acuerdo.
- B. El Subreceptor mantendrá un sistema de contabilidad preciso para todos los costos incurridos en la ejecución del presente Acuerdo. La admisibilidad de los costos y los compromisos contraídos se determinarán de conformidad con las leyes, normativas y políticas del Patrocinador aplicables y deberán documentarse de acuerdo con los principios contables generalmente aceptados. Todos los costos en virtud del presente Acuerdo se basarán en los costos reales y deberán ser razonables, imputables y admisibles. Cualquier solicitud de reasignación presupuestario deberá dirigirse previamente al Investigador Principal de la NYU para su revisión y aprobación. No obstante, cualquier variación, sea grande o pequeña, deberá registrarse y explicarse en los informes de progreso.
- C. El Subreceptor se compromete a cumplir con los Requisitos de Viaje enumerados en el Anexo C.
- 5. Reasignación presupuestario.**
- A. No se podrán reasignar fondos entre componentes sin aprobación previa.
- B. Las solicitudes de reasignación presupuestario deberán dirigirse al Investigador Principal de la NYU para su aprobación.
- 6. Facturación; pago; registros.**
- A. Pago. Los pagos posteriores dependerán a la recepción de las facturas detalladas en el presente Acuerdo y a la recepción por parte de la NYU de los fondos del Patrocinador. Todos



los pagos al Subreceptor se consideran provisionales y sujetos a un ajuste en caso de que dicho ajuste sea necesario como resultado de una auditoría por parte de la NYU y/o el Patrocinador. El Subreceptor asume la responsabilidad exclusiva del reembolso al Patrocinador del monto de cualquier gasto rechazado.

- B. Facturas. Durante la vigencia del presente Acuerdo, el Subreceptor entregará facturas por correo electrónico al Contacto Administrativo y Financiero de la NYU con una frecuencia no superior a la mensual y no inferior a la trimestral, para el pago de los costos incurridos durante el mes anterior. Las facturas detallarán los cargos actuales y acumulativos por cada partida establecido en el Presupuesto, e incluirán, como mínimo, el número del Acuerdo, el número de la Orden de Compra de la NYU, un número de factura único, el periodo de los costos incurridos, la fecha de la factura y un escrito en el que se certifique la validez de los gastos declarados. Las facturas serán firmadas por un Funcionario Autorizado del Subreceptor. La NYU podrá solicitar documentación adicional en determinadas categorías antes o después de aprobar la factura. La documentación adicional incluye, entre otros, recibos de viaje, órdenes de compra, facturas de servicios o suministros, o registros de tiempo. El Subreceptor conservará toda la documentación adicional y la proporcionará a la NYU cuando ésta lo solicite.
- C. Factura final. La factura final, que se considerará el informe financiero final del Subreceptor, se marcará claramente como "Final" y se enviará a más tardar treinta (30) días después de la fecha de finalización del presente Acuerdo. Todos los fondos no utilizados y los intereses, si los hubiere, deberán ser devueltos a la NYU junto con dicho informe financiero final. La NYU se reserva el derecho de rechazar una factura. Las facturas retrasadas no podrán ser abonadas en la medida en que la NYU se vea perjudicada por dicho retraso.
- D. Emisión de facturas. Las facturas se enviarán por correo electrónico a:
nyuinvoices@nyu.edu con copia a Don Dona at dgd1@nyu.edu
- E. Pago. Tras la recepción de las facturas correspondientes, la NYU se compromete a tramitar los pagos de conformidad con el presente Acuerdo. El pago al Subreceptor dependerá de la disponibilidad de fondos del Patrocinador en virtud de la Concesión Principal y de que el Subreceptor gaste los fondos de conformidad con el Presupuesto. La NYU notificará sin demora al Subreceptor si se le comunica que la financiación del Patrocinador ya no está disponible o se ha reducido, y podrá terminar o modificar el presente Acuerdo de conformidad con las instrucciones del Patrocinador. El pago final se realizará tras la aprobación definitiva del informe final del proyecto y de todos los resultados y/o productos del trabajo. Para evitar cualquier duda, la aprobación por parte de la NYU se basará en el esfuerzo de buena fe del Subreceptor para llevar a cabo la declaración de trabajo y no dependerá de que la NYU esté de acuerdo con los hallazgos, conclusiones u opiniones del Subreceptor. Todos los pagos al Subreceptor se consideran provisionales y están sujetos a ajustes en caso de que sean necesarios como resultado de una auditoría por parte de la NYU y/o el Patrocinador. El Subreceptor asume la responsabilidad exclusiva de reembolsar al Patrocinador el monto de cualquier gasto rechazado.
- F. Libros contables y registros. El Subreceptor se compromete a mantener los libros contables y registros relativos a todos los costos incurridos con el detalle necesario para documentar en forma adecuada todos los gastos cuyo reembolso se solicite. Dichos libros y registros estarán en todo momento a disposición de la NYU para su inspección y revisión durante un período de seis (6) años a partir de la fecha de recepción del pago final. El Subreceptor realizará todas las actividades financieras de conformidad con los Generally Accepted Accounting Practices (Prácticas Contables Generalmente Aceptadas) de los Estados Unidos de América ("US GAAP").



7. **Informes.** El Investigador Principal del Subreceptor deberá (i) elaborar informes periódicos de progreso y financieros para el Investigador Principal de la NYU en relación con el progreso del Proyecto, incluso cualquier informe solicitado por la NYU para garantizar el cumplimiento de la Concesión Principal, incluso su cláusula 15, y (ii) preparar un informe final por escrito para el Investigador Principal de la NYU que resuma los resultados del Proyecto, incluso un resumen de la información y los materiales desarrollados en el curso de la investigación en virtud del presente, incluso cualquier invención y cualquier equipo adquirido, en o antes de los treinta (30) días siguientes a la terminación o expiración del presente Acuerdo. El Contacto Administrativo de la NYU identificado en el artículo 28 (Notificaciones) deberá recibir una copia de todos los informes enviados al Investigador Principal de la NYU. El incumplimiento por parte del Subreceptor de la presentación de cualquier producto entregable, producto de trabajo y/o informe en su fecha de entrega se considerará causa justificada para que la NYU retenga cualquier pago adeudado al Subreceptor relacionado con dicho producto entregable, producto de trabajo y/o informe atrasado hasta que la NYU reciba y acepte dicho producto entregable, producto de trabajo y/o informe.
8. **Equipamiento.** Salvo que se incluya en el Presupuesto, el Subreceptor no podrá adquirir equipos sin la aprobación por escrito de la NYU. Según corresponda, el Subreceptor deberá entregar a la NYU un informe final de todos los equipos adquiridos en virtud del presente Acuerdo, ya sea que estén incluidos en el Presupuesto o que hayan sido aprobados por escrito por un representante debidamente autorizado de la NYU, dentro de los treinta (30) días posteriores a la fecha de finalización o a la finalización del uso de los fondos de la subvención, según lo dispuesto en el Artículo 7.
9. **Confidencialidad.**
 - 9.1 Para los fines del presente Acuerdo, se entenderá por "Información Confidencial" toda información divulgada en virtud del presente Acuerdo y marcada por la Parte divulgadora en el momento de su divulgación como "Confidencial". Toda divulgación oral o visual de Información Confidencial deberá ser identificada como tal por la Parte divulgadora en el momento de la divulgación, posteriormente reducida a escrito en forma de resumen y marcada como "Confidencial" por la Parte divulgadora, y entregada a la Parte receptora dentro de los treinta (30) días siguientes a la divulgación oral o visual. Todas las divulgaciones de Información Confidencial del Colaborador se harán únicamente al Investigador Principal de la NYU. La NYU se reserva el derecho de negarse a aceptar cualquier información que no considere esencial para la finalización del Proyecto o que considere que haya sido designada indebidamente. La Información Confidencial puede incluir, entre otros, especificaciones, dibujos, bocetos, modelos, muestras, programas informáticos, informes, técnicas, diseños, códigos, documentación e información financiera, estadística u otra información técnica. Para evitar dudas, la protección e intercambio de cualquier dato generado, recopilado o compartido en la ejecución del Proyecto se rige por la sección 15. "**Datos de Sujetos Humanos ("Datos")**". La Información Confidencial no incluirá ninguna información que:
 - a. ya esté en posesión de la Parte receptora sin obligación de confidencialidad en el momento de su recepción de la Parte reveladora;
 - b. haya sido desarrollada de forma independiente por la Parte receptora, como lo demuestran los documentos apropiados;
 - c. esté o se convierta en información de dominio público sin incumplimiento del presente Acuerdo por la Parte receptora;
 - d. es recibida debidamente, libre de restricciones y sin incumplimiento del presente Acuerdo, por la Parte receptora de un tercero;
 - e. sea divulgada por la Parte divulgadora a un tercero sin imponerle restricciones similares;

o

- f. se autorice su divulgación previa aprobación por escrito de la Parte divulgadora.
- g. La Información Confidencial no incluirá información personal identificable, información sanitaria protegida u otra información sobre individuos o estudiantes que deba mantenerse confidencial en virtud de la legislación o normativa aplicable (en lo sucesivo, "Información Protegida"). La Información Protegida que intercambien o desarrollen las Partes en virtud del presente Acuerdo se desarrollará, gestionará y/o tratará de conformidad con la legislación aplicable, y no estará sujeta a las disposiciones del presente Artículo 9.

9.2 Las Partes podrán transferir o intercambiar Información Confidencial en virtud del presente Acuerdo de forma oral, visual o escrita, sujeto a los términos de la sección 9.1 anterior. La Parte receptora mantendrá la Información Confidencial en carácter confidencial y no utilizará dicha Información Confidencial salvo para el Proyecto. La Parte receptora se compromete a actuar con el mismo cuidado y discreción para evitar la divulgación, publicación, difusión o uso no autorizado de la Información Confidencial de la Parte divulgadora que la Parte receptora utiliza para proteger la confidencialidad de su propia Información Confidencial, pero no menos que un cuidado razonable. En caso de que la Parte receptora se enfrente a una acción judicial o gubernamental que exija la divulgación de la Información Confidencial recibida en virtud del presente documento, dicha Parte receptora deberá notificarlo a la Parte divulgadora y proporcionar a ésta una oportunidad razonable para solicitar la retención o protección de dicha Información Confidencial antes de que la Parte receptora la divulgue.

9.3 La Parte receptora acepta que cualquier Información Confidencial divulgada en virtud del presente documento: (i) será utilizada por la Parte receptora exclusivamente para el Proyecto; (ii) sólo podrá ser divulgada a los empleados de la Parte receptora en función de la necesidad de saberla para la Contratación; y (iii) no será distribuida, revelada o difundida a ningún tercero, salvo con el consentimiento de la Parte divulgadora y siempre que dicho tercero haya firmado un acuerdo de confidencialidad que contenga condiciones acordes con los requisitos del presente Acuerdo y que conviertan a la Parte divulgadora de origen en tercer beneficiario de dicho acuerdo de confidencialidad.

9.4 Cualquiera de las Partes podrá hacer copias de cualquier Información Confidencial divulgada por la otra Parte siempre que las marcas de la Información Confidencial original se fijen en todas las copias (incluidas las copias parciales) y siempre que dichas copias sean necesarias para ejecutar el Proyecto. La Parte receptora mantendrá la confidencialidad de todas las copias y copias parciales de la Información Confidencial.

9.5 Ninguna disposición del presente Acuerdo creará, por concesión expresa, implicación, estoppel o de otro modo, en la Parte receptora ningún derecho, título, interés o licencia sobre la Información Confidencial de la Parte reveladora.

La Información Confidencial recibida en virtud del presente Acuerdo será protegida por la Parte receptora durante la vigencia del mismo y por un periodo de cinco (5) años a partir de la fecha de divulgación.

10. Publicaciones.

- A. El Subreceptor tiene derecho a publicar y divulgar públicamente de cualquier otro modo la información derivada de la ejecución de los trabajos objeto del presente Acuerdo. El Subreceptor proporcionará los borradores de dichas publicaciones al Investigador Principal de la NYU al menos cuarenta y cinco (45) días antes de su entrega para su publicación a fin de que revise, de forma confidencial, la información confidencial, el material que pudiera afectar a patentes pendientes, y para su revisión por parte de LEGO

y UNICEF de conformidad con el Artículo 13. Publicación de la Primera Concesión. Cualquier Información Confidencial identificada en la propuesta de publicación será eliminada a petición de la NYU.

- B. La calificación para la autoría se ajustará a los criterios generalmente aceptados que son aplicables a las publicaciones académicas o científicas. El orden de autoría será una decisión conjunta de los coautores en cualquier publicación en coautoría. Cada autor deberá haber participado lo suficiente en el Trabajo para asumir la responsabilidad pública del contenido.
- C. El Subreceptor incluirá un reconocimiento del apoyo del Patrocinador y un descargo de responsabilidad en la publicación de cualquier material basado en este Proyecto o desarrollado en el marco del mismo, sustancialmente según lo siguiente: *Este material se basa en trabajos financiados por UNICEF y LEGO. Las opiniones, resultados y conclusiones son responsabilidad del autor o autores y no reflejan necesariamente los puntos de vista de UNICEF o LEGO.*

11. Derechos de propiedad intelectual; Derechos sobre los datos

A. Derechos de propiedad intelectual.

- i. Conocimientos previos. De conformidad con el artículo 11. Propiedad Intelectual de la Concesión Principal, las Partes y otros colaboradores en el Proyecto conservarán la propiedad y/o su interés sobre sus propios Conocimientos Previos y derechos de propiedad intelectual asociados. El Subreceptor concede a la NYU y a LEGO una licencia no exclusiva, transferible, irrevocable, totalmente pagada y de ámbito mundial para utilizar, copiar, modificar y poner en práctica su interés en los Conocimientos Previos proporcionados en virtud del presente Acuerdo en la medida necesaria para la finalización del Proyecto y posteriores implementaciones del Propósito, tal y como se establece específicamente en el presente Acuerdo y en sus anexos.
 - ii. Conocimientos adquiridos. La calidad de inventor se determinará de conformidad con la ley de patentes de los Estados Unidos de América. Todos los derechos de propiedad intelectual de los materiales producidos exclusivamente por el Subreceptor en virtud del presente Acuerdo serán propiedad exclusiva del Subreceptor. Todos los derechos de propiedad intelectual de los materiales producidos exclusivamente por la NYU en virtud del presente Acuerdo serán propiedad exclusiva de la NYU. Todos los derechos de propiedad intelectual sobre los materiales producidos de forma conjunta por el Subreceptor y la NYU en virtud del presente Acuerdo serán propiedad conjunta del Subreceptor y la NYU. Por el presente, el Subreceptor concede a la NYU una licencia irrevocable, mundial, libre de regalías, no comercial, no exclusiva, transferible, sublicenciable, perpetua y pagada para utilizar, mostrar, ejecutar, reproducir, publicar, copiar y distribuir los derechos de propiedad intelectual desarrollados por el Subreceptor durante la ejecución del presente Acuerdo con fines de investigación y educativos propios de la NYU y en la medida necesaria para cumplir con las obligaciones de la NYU en virtud de su Concesión Principal. El informe Metodológico de Diseño al que se hace referencia en la Concesión Principal y todos los derechos de propiedad intelectual asociados pasarán a ser propiedad de UNICEF. El Subreceptor conservará el derecho a utilizar el Informe para publicaciones de investigación y futuras investigaciones u otros proyectos académicos, sujeto a las obligaciones establecidas en la Concesión Principal.
- B. Datos. Por el presente, el Subreceptor concede a la NYU una licencia irrevocable, mundial, libre de regalías, no comercial, no exclusiva, transferible, sublicenciable, perpetua y pagada para utilizar, mostrar, ejecutar, reproducir, publicar, copiar, modificar, practicar y distribuir los datos creados en la ejecución del presente Acuerdo con fines de

investigación y educativos propios de la NYU y para fines no comerciales de LEGO, de conformidad con la Concesión Principal.

12. Publicidad y uso de nombre

- A. Ninguna de las partes utilizará el nombre, las marcas comerciales u otros logotipos de la otra parte en publicidad, anuncios o comunicados de prensa sin la aprobación previa por escrito de un representante autorizado de dicha parte. Las partes acuerdan que cada una de ellas podrá utilizar la información factual relacionada con la existencia y el propósito de la relación objeto del presente Acuerdo para fines comerciales legítimos, para satisfacer cualquier obligación de información y financiación, o según lo exijan las leyes o normativas aplicables sin el permiso por escrito de la otra parte. En cualquier declaración de este tipo, la relación de las partes se describirá de forma precisa y adecuada. El uso del nombre del Patrocinador por parte del Subreceptor es el establecido en la Concesión Principal.

13. Animales de laboratorio. En el marco del presente Acuerdo no se prevé ni autoriza ninguna investigación con animales.

14. Sujetos humanos. El uso de sujetos humanos se hará de acuerdo con 45 CFR 46, subparte A, "Protección de Sujetos Humanos". Además, el Subreceptor certifica que cuenta con procedimientos establecidos y en vigor para garantizar la supervisión continua y el cumplimiento de esta normativa. Según corresponda, se proporcionará a la NYU evidencia de la aprobación por parte de la Junta de Revisión Institucional del Subreceptor antes de iniciar este Proyecto y, a partir de entonces, de manera anual mientras dure el Proyecto.

15. Datos de sujetos humanos ("Datos"). El Subreceptor (el "Proveedor") compartirá los Datos desidentificados con la NYU (el "Receptor") de conformidad con el Trabajo.

- A. El Proveedor autoriza al Receptor a compartir los Datos según lo requiera la Concesión Principal y según lo estipulado en el artículo 11.B Propiedad intelectual, Datos del presente Acuerdo.
- B. Una vez finalizado el Acuerdo, el Receptor conservará o destruirá los Datos según le indique el Proveedor; no obstante, el Receptor podrá conservar una (1) copia de archivo de los Datos según lo exija la política o normativa aplicable.
- C. Los Datos no incluirán información de identificación personal. Si los Datos proporcionados están codificados, el Proveedor no revelará, y el Destinatario no solicitará, la clave del código.
- D. El Receptor no utilizará los Datos para identificar o comunicarse con personas que sean o puedan ser las fuentes de los Datos. En caso de que el Receptor reciba por error información identificable o que identifique de otro modo a un sujeto, el Receptor lo notificará de inmediato al Proveedor y seguirá sus instrucciones razonables por escrito, que pueden incluir la devolución o destrucción de la información identificable.
- E. El Destinatario informará sin demora al Proveedor de cualquier uso o divulgación de los Datos no previsto en el presente Acuerdo del que tenga conocimiento.

16. Declaraciones y certificaciones. Todas las disposiciones aplicables contenidas en el Acuerdo Principal entre la NYU y el Patrocinador serán vinculantes para el Subreceptor, y por el presente el Subreceptor se compromete a cumplirlas como si fuera el Proveedor en virtud del mismo.

17. Cumplimiento de la ley. El Subreceptor hará que el Proyecto se ajuste a todos los requisitos de todas las leyes, normas y reglamentos federales, estatales y locales aplicables, incluidos, entre otras, las leyes relativas a los conflictos de intereses y a la igualdad de oportunidades en el empleo, así como todos los estándares aplicables a dichas investigaciones. Las Partes cooperarán



entre sí para facilitar el cumplimiento de dichas leyes y reglamentos.

- 18. Mala conducta en la investigación.** Por el presente, el Subreceptor certifica que ha implementado procedimientos administrativos para revisar las acusaciones de mala conducta científica y para evaluar y procesar situaciones reales o potenciales de conflicto de intereses, y que dichos procedimientos se ajustan a la normativa federal. Además, el Subreceptor acepta cooperar plenamente con cualquier procedimiento, indagación u investigación que soliciten la NYU o el Patrocinador.
- 19. Garantías.** El Subreceptor se compromete a realizar todos los esfuerzos necesarios para la ejecución del presente Acuerdo de conformidad con lo siguiente:
- A. Prohibición y suspensión: El Subreceptor certifica, a su leal saber y entender, que tanto él como sus empleados y agentes que presten cualquier servicio en virtud del presente Acuerdo:
 - i. No están actualmente prohibidos, suspendidos, propuestos para prohibición, declarados inelegibles o excluidos voluntariamente de la participación en esta transacción o de transacciones cubiertas por cualquier departamento o agencia federal de los Estados Unidos de América, bajo investigación por un delito o involucrados de otro modo en una conducta por la cual una persona puede ser prohibida por cualquier agencia federal, y el Subreceptor notificará inmediatamente a la NYU sobre cualquier investigación relativa al inicio de cualquier procedimiento de este tipo en relación con el Subreceptor o la persona mencionada en este subpárrafo;
 - ii. No hayan sido condenados en los tres años anteriores a la firma del presente Acuerdo ni se haya dictado contra ellos sentencia civil por fraude o delito penal en relación con la obtención, el intento de obtención o la ejecución de una transacción pública (federal, estatal o local) o de un contrato en el marco de una transacción pública; violación de las leyes antimonopolio federales o estatales o comisión de malversación de fondos, robo, falsificación, soborno o destrucción de registros, realización de declaraciones falsas o recepción de bienes robados;
 - iii. No estén actualmente acusados o inculcados penal o civilmente por una entidad gubernamental (federal, estatal o local) de la perpetración de cualquiera de los delitos enumerados en el inciso (ii) anterior; y
 - iv. En el período de tres años anterior a la ejecución del presente Acuerdo, no se les ha terminado una o más operaciones públicas (federales, estatales o locales) por causa justificada o incumplimiento.
 - B. Deudas. El Subreceptor certifica que no se encuentra en mora en el pago de ninguna deuda con el Gobierno de los Estados Unidos de América.
 - C. Certificación relativa a los grupos de presión. Los fondos de las subvenciones deben utilizarse exclusivamente para los fines exentos de impuestos descritos en la declaración de trabajo y no deben utilizarse para ningún fin prohibido por la legislación de los Estados Unidos de América, incluso el uso de fondos para ejercer presión, emitir propaganda o influir de cualquier otro modo en la legislación, o para influir en el resultado de las elecciones públicas, según lo establecido en el Internal Revenue Code (Código de Rentas Internas). Ninguna parte de los fondos de la subvención deberá pagarse a ningún empleado o funcionario de la NYU para ningún fin.
 - D. No discriminación. El Subreceptor certifica que dispone de un programa activo para el cumplimiento de todas las normativas estatales y federales aplicables, decretos ejecutivos y legislación relativa a la no discriminación, la igualdad de oportunidades o la acción afirmativa, y que, siempre que se requiera, existen garantías válidas de



cumplimiento en los archivos del organismo competente encargado de velar por el cumplimiento de la ley.

- E. **No infracción.** Según el leal saber y entender del Subreceptor, las contribuciones realizadas por el Subreceptor o terceros a petición del Subreceptor a los Materiales del Proyecto no infringirán los derechos de ningún tercero, y el Subreceptor pagará todos los costos asociados a la obtención de derechos y permisos de terceros en relación con dichas contribuciones.
 - F. **Política institucional sobre conflictos de intereses financieros.** Por el presente, el Subreceptor certifica que cuenta con una política de conflictos de intereses y un proceso administrativo ("COI") actualizados, escritos y aplicados para identificar y gestionar los conflictos de intereses financieros ("FCOI"). El Subreceptor certifica que su Política de COI se aplica a los Investigadores del Subcontratista que realicen trabajos en virtud del presente Acuerdo. El Subreceptor certifica que, en el momento de la ejecución del presente Acuerdo, no existe ningún FCOI relacionado con el trabajo contemplado en el presente Acuerdo, o si el Subreceptor ha identificado un FCOI relacionado con el trabajo contemplado en el presente Acuerdo, ha implementado un plan de gestión adecuado.
 - G. Específicamente, de conformidad con el Artículo 15 del presente Acuerdo y este Artículo 18, el Subreceptor se compromete a cumplir con los términos del Anexo C, Apéndice 5 Principios de Salvaguarda de la Infancia.
- 20. Auditoría.** Todos los costos incurridos en la ejecución del Proyecto estarán sujetos a auditoría por parte de la NYU y el Patrocinador, y el Subreceptor acepta permitir a los representantes autorizados de la NYU y el Patrocinador el acceso a los registros necesarios para respaldar los costos informados, con aviso previo y en horarios razonables. Todo monto rechazado en una auditoría deberá ser reembolsado a la NYU dentro de los noventa (90) días posteriores a la notificación del rechazo.
- 21. Supervisión del Subreceptor.** La NYU podrá retener el pago de las facturas si el Subreceptor no coopera en la resolución de los asuntos razonables que la NYU pueda tener en relación con la administración, la gestión financiera o la ejecución del Proyecto y cualquier informe de auditoría, incluso los planes de acción correctiva. El Subreceptor proporcionará acceso razonable a todos los registros escritos y a los empleados que soliciten la NYU y/o el Patrocinador para abordar cualquier cuestión financiera, de ejecución o relacionada con el cumplimiento. En caso de que el Subreceptor reciba un informe de auditoría que incluya conclusiones específicas relacionadas con el presente Acuerdo, el Subreceptor proporcionará al Contacto Administrativo de la NYU identificado en el Artículo 22 del presente Acuerdo una copia de dicho informe en un plazo de treinta (30) días a partir de la recepción del informe final por parte del Subreceptor.
- 22. Terminación.** El presente Acuerdo podrá ser terminado por cualquiera de las partes mediante notificación por escrito a la otra parte con treinta (30) días de antelación, con la salvedad de que la terminación de la Concesión Principal dará lugar simultáneamente a la terminación del presente Acuerdo en la misma fecha. La notificación de terminación a la NYU por parte del Patrocinador se enviará al Subreceptor inmediatamente después de su recepción, pero a más tardar cinco (5) días hábiles después de que la NYU reciba la notificación de terminación del Patrocinador. La NYU compensará al Subreceptor por todo el trabajo realizado, los gastos y las obligaciones no cancelables en que haya incurrido debidamente en virtud del presente Acuerdo antes de la fecha de terminación, en la medida en que lo permita la Concesión Principal. Tras el pago de dichos costos, la NYU tendrá derecho a, y el Subreceptor acepta entregar, todos los datos, informes, información y productos entregables que el Subreceptor haya generado hasta la fecha de terminación.
- 23. Limitación de responsabilidad.**



- A. Ninguna de las Partes será responsable de los actos u omisiones de la otra Parte, ni de los actos u omisiones de los empleados, directivos o agentes de la otra Parte, en relación con el Proyecto en virtud del presente Acuerdo. EN NINGÚN CASO NINGUNA DE LAS PARTES SERÁ RESPONSABLE ANTE LA OTRA POR DAÑOS INDIRECTOS, PUNITIVOS, CONSECUENTES O ESPECIALES, INCLUSO PÉRDIDA DE INGRESOS O BENEFICIOS, DERIVADOS DEL INCUMPLIMIENTO DE LOS TÉRMINOS DEL PRESENTE ACUERDO, NEGLIGENCIA, RESPONSABILIDAD OBJETIVA U OTRO AGRAVIO.
- B. Nada de lo dispuesto en el presente Acuerdo excluirá o limitará la responsabilidad de cualquiera de las Partes: (a) por muerte o lesiones personales causadas por su negligencia o la de sus empleados; (b) por actos u omisiones fraudulentos, robo, negligencia grave o falta de ética profesional; (c) por pérdidas resultantes de cualquier incumplimiento de las obligaciones de protección de datos establecidas en el presente Acuerdo; (d) por pérdidas resultantes de un incumplimiento de las obligaciones de la Parte relativas a los derechos de propiedad intelectual o confidencialidad en virtud del presente Acuerdo; (e) con respecto a reclamaciones de indemnización en virtud del Acuerdo; o (f) en la medida en que la legislación aplicable excluya o prohíba cualquier exclusión o limitación de responsabilidad.
- 24. Indemnización.** Cada Parte será responsable de sus propios actos y omisiones en la ejecución del Proyecto.
- 25. Legislación aplicable.** RESERVADA.
- 26. Seguros.** El Subreceptor garantiza a la NYU que cuenta con un seguro adecuado para cubrir sus actividades profesionales y el esfuerzo que realice en ejecución del presente Acuerdo.
- 27. Controles de exportación.** Las partes prevén que la declaración de trabajo contemplada en el presente Acuerdo puede llevarse a cabo sin datos controlados a la exportación o información sensible, y que las partes consideran que el Trabajo requerido por el presente Acuerdo es investigación fundamental. En caso de que una de las partes deba facilitar a la otra información sensible o sometida a controles de exportación, la parte que facilite la información informará sobre ella a la otra parte por escrito, dirigido al punto de Contacto Administrativo antes de cualquier divulgación, y la parte que divulgue la información no remitirá ni facilitará ninguna información sometida a controles de exportación a la parte receptora sin el consentimiento expreso por escrito de ésta.
- 28. Notificaciones.**
- A. Los asuntos relativos a la ejecución técnica del presente Acuerdo se dirigirán al Investigador Principal de la parte correspondiente.
- B. Las facturas y los asuntos relativos a la recepción de facturas o pagos se dirigirán al Contacto Administrativo y Financiero de la parte.
- C. Los asuntos relativos a la solicitud de negociación de cualquier cambio en los términos, condiciones o importes citados en el presente Acuerdo, así como cualquier cambio que requiera aprobación previa, deberán dirigirse al Funcionario Autorizado de cada parte. Cualquier cambio que se introduzca en el presente Acuerdo requerirá la aprobación por escrito del Funcionario Autorizado de cada una de las partes.

Las notificaciones se considerarán suficientes si se envían por (a) correo certificado, con franqueo pagado y acuse de recibo; (b) servicio de mensajería privado, con firma de la parte receptora; (c) correo electrónico al Funcionario Autorizado y al Investigador Principal. Las notificaciones enviadas por correo o mensajería se considerarán entregadas en el momento de su recepción. Las notificaciones enviadas por correo electrónico se considerarán entregadas cuando el Funcionario

Autorizado haya acusado recibo de las mismas, sin que un "acuse de recibo" automático constituya confirmación de recepción. Las notificaciones se realizarán de la siguiente manera:

Contactos de la NYU

Investigador Principal

Nombre: Jan Plass
Dirección: 196 Mercer St.
Suite 800 New York, NY
10012 Teléfono: 212-
998-5520 Email:
jan.plass@nyu.edu

Contactos del Subreceptor

Investigador Principal Nombre: Patricio Cabello

Dirección:
Teléfono: Email:

Funcionario Autorizado

Nombre: Victoria M. McCoy-
Cosentino Dirección: 665
Broadway, Suite 801, New York,
NY 10012
Teléfono: 212-998-2892
Email: osp.agency@nyu.edu

Funcionario Autorizado

Nombre: Dirección: Teléfono: Email:

Contacto Financiero

Nombre: Meidy Candia-Leyva
Dirección: 105 East 17th Street, 4th
fl., New York, NY 10003-2105
Teléfono: 212-998-2832
Email: cdv.spa@nyu.edu

Contacto Financiero

Nombre: Dirección: Teléfono: Email:

Contacto Administrativo

Nombre: Don Dona
Dirección: 627 Broadway, 6th fl.,
New York, NY 10012
Teléfono: 212-992-8449
Email:
steinhardt.research@nyu.edu

Contacto Administrativo

Nombre:
Dirección:
Teléfono:
Email:

29. Contratista Independiente. Para los efectos del presente Acuerdo y de todos los servicios que deban prestarse en virtud del mismo, ambas partes serán, y se considerarán, contratistas independientes y no empleados, socios, agentes o representantes de la otra parte. Ninguna de las partes estará facultada para realizar declaraciones, manifestaciones o compromisos de ningún tipo, ni para emprender acción alguna que sea vinculante para la otra parte, salvo lo dispuesto explícitamente en el presente o lo autorizado por la otra parte por escrito.

30. Comunicaciones. No obstante, cualquier disposición en contrario en el presente, el Subreceptor se comunicará únicamente con la NYU y no dirigirá, sin el consentimiento previo por escrito de la NYU, ninguna comunicación al Patrocinador en relación con la declaración de trabajo o los términos y condiciones del presente Acuerdo y/o la Concesión Principal. Además, el Subreceptor no actuará de ninguna manera que interfiera o impida la relación contractual entre la NYU y el Patrocinador, incluso, pero sin limitarse a, la comunicación con el Patrocinador en relación con cualquier modificación, ampliación, cancelación o renovación de la Concesión Principal o del presente Acuerdo. Si el Subreceptor recibe instrucciones de un representante del Patrocinador, lo notificará a la NYU lo antes posible y obtendrá la autorización por escrito de la NYU antes de emprender cualquier acción basada en las instrucciones del Patrocinador. La NYU no será responsable del costo del trabajo realizado por el Subreceptor sin la autorización por escrito de la NYU.

31. Fuerza mayor. El incumplimiento por cualquiera de las partes de sus obligaciones en virtud del presente Acuerdo no someterá a dicha parte a ninguna responsabilidad ni supondrá el incumplimiento por dicha parte de ningún término o condición del presente Acuerdo frente a la otra parte si dicho incumplimiento es el resultado de cualquier acontecimiento fuera del control razonable de dicha parte incumplidora, incluidos, entre otros, casos fortuitos y fuerza mayor, incendios, explosiones, inundaciones, sequías, guerras, revueltas, sabotajes, embargos, huelgas u otros problemas laborales, incumplimiento total o parcial de los proveedores en la entrega a tiempo de materiales, equipos o maquinaria, interrupción o retraso en el transporte, fallo de los servicios públicos, energía o medidas de conservación, averías mecánicas, una emergencia sanitaria nacional o el cumplimiento de cualquier orden o normativa de cualquier entidad gubernamental que actúe bajo apariencia de legalidad.

32. Cesión. El presente Acuerdo y todos los derechos y obligaciones que se derivan del mismo podrán ser cedidos por ninguna de las Partes (ya sea mediante fusión o consolidación, por ministerio de la ley o de otro modo) sin el consentimiento previo por escrito de la otra Parte, y cualquier intento de cesión sin dicho consentimiento será nulo.

33. Modificación. Ninguna modificación o renuncia del presente Acuerdo de cualquier pacto, condición o limitación contenida en el mismo será válida a menos que se haga por escrito y sea ejecutada por representantes debidamente autorizados de ambas Partes. El hecho de que una de las Partes del presente Acuerdo no haga valer sus derechos en virtud del mismo, incluso en caso de incumplimiento, no se considerará una renuncia a dichos derechos. El incumplimiento o la renuncia por escrito de cualquiera de las Partes del presente Acuerdo con respecto a cualquier derecho no se extenderá ni afectará a ningún incumplimiento posterior ni afectará a ningún derecho derivado del mismo.

34. Divisibilidad. Si alguna cláusula o disposición del presente Acuerdo es declarada inválida o inaplicable por un tribunal de jurisdicción o un árbitro competente, dicha disposición será separada y las restantes disposiciones del Acuerdo continuarán en pleno vigor y efecto. Las partes harán todo lo posible para acordar una disposición válida y aplicable que sustituya a la disposición separada, teniendo en cuenta la intención del presente Acuerdo. La falta de acuerdo sobre dicha sustitución no afectará en modo alguno a las restantes disposiciones del presente Acuerdo.

35. Encabezamientos. Todos los títulos y subtítulos de los artículos contenidos en el presente Acuerdo se incluyen únicamente a efectos de referencia, no forman parte del mismo y no afectarán en modo alguno a su significado o interpretación.

36. Anexos. Los anexos forman parte del presente documento como si estuvieran íntegramente incluidos en el texto.

37. Contrapartes. El presente Acuerdo podrá ejecutarse en cualquier número de ejemplares o, si así lo acuerdan mutuamente los firmantes autorizados de las partes, mediante el intercambio por facsímil u otros medios electrónicos de duplicados debidamente firmados, cada uno de los cuales se considerará un original, pero todos juntos constituirán un único y mismo instrumento.

38. Orden de precedencia. En caso de condiciones contradictorias, se aplicará el siguiente orden de precedencia:

1. Acuerdo de Subconcesión, incluidos los Anexos.
2. Condiciones del Acuerdo Principal, incluidos los apéndices o adenda.
3. Propuesta del Subreceptor.

Los términos y condiciones del presente Acuerdo prevalecen sobre cualquier documento que el Subreceptor o el personal del Subreceptor puedan haber ejecutado en relación con este proyecto.

39. Acuerdo completo. El presente Acuerdo y sus anexos contienen el acuerdo completo entre el Patrocinador y la Universidad y sustituye a todos y cada uno de los demás acuerdos y entendimientos, ya sean orales o escritos, entre las partes y sus predecesores en interés en relación con el objeto del presente Acuerdo.

EN FE DE LO CUAL, con la intención de obligarse legalmente, los representantes autorizados de las partes han firmado el presente Acuerdo a continuación.

FIRMANDO: VICTORIA M. MCCOY-COSENTINO, CONTRACT OFFICER, NEW YORK UNIVERSITY Y CARMEN SOTOMAYOR ECHENIQUE, DIRECTORA, INSTITUTO DE ESTUDIOS AVANZADOS EN EDUCACIÓN, UNIVERSIDAD DE CHILE.

2. **IMPÚTESE** el monto asociado al presente convenio al Título Ingresos, Subtítulo 1, ítem 1.1 del presupuesto universitario vigente, en el marco del centro de registro N° 130607019101195 del Proyecto "Tecnología para Niños, LEGO", del Instituto de Estudios Avanzados en Educación.

ANÓTESE, REGÍSTRESE Y COMUNÍQUESE

Carmen
Sotomayor
Echenique

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Carmen Sotomayor Echenique
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CARMEN SOTOMAYOR ECHENIQUE
DIRECTORA
INSTITUTO DE ESTUDIOS AVANZADOS EN EDUCACIÓN

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- Oficina Central de Partes, Archivo y Microfilm

SUBAWARD AGREEMENT
Between
New York University and
Universidad de Chile

This Subaward Agreement No. S1236-03 (the “Agreement”) is entered into as of the date of last signature below, between New York University (“NYU”) with offices located at 665 Broadway, Suite 801, New York, NY 10012 and the Universidad de Chile – Instituto de Estudios Avanzados en Educacion (“Subrecipient”) with offices located at Periodista Jose Carrasco Tapia 75, Santiago CHILE. NYU and Subrecipient may hereinafter be referred to individually as a “Party,” and/or collectively as the “Parties.”

WHEREAS, NYU has been awarded a Sub-Grant from The Lego Group (the “Sponsor”) together with UNICEF, in accordance with a Personal Services Agreement dated November 13, 2021 (the “Prime Award”), in support of a research project entitled “(RITEC) Responsible Innovation in Technology for Children” (the “Project”), conducted under the direction of Jan Plass (the “NYU Principal Investigator”).

WHEREAS, the Prime Award is made part of this Agreement and attached as Exhibit C;

WHEREAS, NYU desires Subrecipient to perform certain services for NYU in connection with the Project;

WHEREAS, Subrecipient has represented to NYU that Subrecipient is competent, willing and able to perform such services for NYU;

WHEREAS, the Project contemplated by this Agreement is of mutual interest and benefit to NYU and to Subrecipient, and will further the instructional and research objectives of each of NYU and of Subrecipient in a manner consistent with its status as a non-profit, tax-exempt, educational institution.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties mutually agree as follows:

1. Statement of Work and Performance of Work.

- A. Statement of Work. Subrecipient shall provide the necessary personnel, equipment, facilities, and supplies to perform the work described in the statement of work, which is attached hereto as Exhibit A (the “Work”). Any material change in the statement of work requires NYU’s prior written approval.
- B. Performance of Work. Unless specifically stated elsewhere in this Agreement, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All work shall be rendered by or supervised directly by individuals fully qualified in the relevant professions, trade, or field, and holding any licenses required by law.

2. **Subrecipient Investigator and Key Personnel.** Subrecipient’s Principal Investigator is Patricio Cabello. Subrecipient shall not change its Principal Investigator without NYU’s prior written approval. In the event, Subrecipient shall notify NYU in writing within thirty (30) business days of the date Subrecipient desires to replace Subrecipient’s Principal Investigator of such replacement and shall propose a substitute principal investigator, identifying the proposed substitute in the notice. NYU shall notify Subrecipient within fifteen (15) business days after receipt of such notice of its decision either to continue the Agreement with the substitute Principal Investigator or to terminate the Agreement.

3. **Period of Performance.** The period of performance for the Project under this Agreement shall begin on **January 1, 2023 and shall end on December 31, 2023**, unless extended by mutual written agreement of the parties, or terminated in accordance with the terms of this Agreement.
4. **Reimbursement of Costs.**
 - A. In consideration for this Agreement and the Project performed by Subrecipient hereunder, NYU shall pay to Subrecipient as per the agreed upon budget contained in Exhibit B (the “Budget”) an amount not to exceed **USD \$49,625** (the “Total Cost”). This amount shall not be exceeded unless authorized by written amendment to this Agreement and NYU assumes no obligation to reimburse costs in excess of the Total Cost without such written amendment. Allowable costs and fees eligible for reimbursement to the Subrecipient for performance of this Agreement shall be determined in accordance with the Budget and the terms of this Agreement.
 - B. Subrecipient shall maintain an accurate accounting system for all costs incurred in performance of this Agreement. Allowability of costs and commitments incurred shall be determined in accordance with applicable laws, regulations, and Sponsor policies and must be documented in accordance with generally accepted accounting principles. All costs under this Agreement shall be based on actual costs and must be reasonable, allocable, and allowable. Any requests for re-budgeting must be directed to NYU’s Principal Investigator in advance for review and approval. Any variances, however, large or small, must be recorded and explained in the progress reports.
 - C. Subrecipient agrees to comply with the Travel Requirements listed in Exhibit C.
5. **Re-budgeting**
 - A. Funds may be not rebudgeted between components without prior approval.
 - B. Rebudgeting requests should be directed to the NYU’s Principal Investigator for approval.
6. **Invoicing; Payment; Records.**
 - A. **Payment.** Subsequent payments shall be contingent upon receipt of invoices as detailed herein and NYU’s receipt of funds from Sponsor. All payments to Subrecipient are considered provisional and subject to adjustment in the event such an adjustment is necessary as a result of an audit by NYU and/or Sponsor. Subrecipient assumes sole responsibility for reimbursement to the Sponsor the amount of any expenditures disallowed.
 - B. **Invoices.** During the term of this Agreement, Subrecipient shall submit invoices via email to the NYU Administrative and Financial Contact no more frequently than monthly and no less frequently than quarterly, for payment of costs incurred during the preceding month. Invoices shall detail current and cumulative charges by each line item set forth in the Budget, include at a minimum, the Agreement number, the NYU Purchase Order number, a unique invoice number, the period of incurred costs, the date of the invoice, and language certifying the validity of reported expenditures. Invoices will be signed by an authorized official of Subrecipient. NYU may request supporting documentation in certain categories prior to or subsequent to approving the invoice. Supporting documentation includes, but is not limited to, travel receipts, purchase orders, invoices for services or supplies, or time records. All supporting documentation shall be retained and provided by Subrecipient to NYU upon request.
 - C. **Final Invoice.** The final invoice, which shall be considered Subrecipient’s final financial report, shall be clearly marked as “Final” and sent no later than thirty (30) days after the end date of

this Agreement. All unspent funds and interest, if any, must be returned to NYU along with this final financial report. NYU reserves the right to reject an invoice. Late invoices may not be paid to the extent NYU is prejudiced by such delay.

- D. **Submission of Invoices.** Invoices shall be emailed to:
nyuinvoices@nyu.edu with a copy to Don Dona at dgd1@nyu.edu
- E. **Payment.** Upon the receipt of proper invoices, NYU agrees to process payments in accordance with this Agreement. Payment to Subrecipient shall be contingent upon the availability of funding from the Sponsor under the Prime Award and upon Subrecipient's spending funds in accordance with the Budget. NYU shall notify Subrecipient promptly if NYU is notified that funding from the Sponsor is no longer available or is reduced and may terminate or modify this Agreement in accordance with Sponsor's instructions. Final payment will be made after final acceptance of the final project report and all deliverables and/or work product. For the avoidance of doubt, NYU's acceptance shall be based upon Subrecipient's good faith effort to perform the Statement of Work and shall not be contingent on NYU's agreement with Subrecipient's findings, conclusions, or opinions. All payments to Subrecipient are considered provisional and subject to adjustment in the event such an adjustment is necessary as a result of an audit by NYU and/or the Sponsor. Subrecipient assumes sole responsibility for reimbursement to the Sponsor the amount of any expenditures disallowed.
- F. **Books and Records.** Subrecipient agrees to maintain books and records pertaining to all costs incurred in such detail as will properly document all expenses for which reimbursement is claimed. Such books and records will be at all times available for inspection and review by NYU for a period of six (6) years after date of receipt of final payment. Subrecipient shall conduct all financial activities in accordance with Generally Accepted Accounting Practices of the U.S. ("US GAAP").
7. **Reports.** The Subrecipient Investigator shall (i) make periodic progress and financial reports to the NYU Principal Investigator regarding the progress of the Project, including any reports requested by NYU to ensure compliance with the Prime Award, including its clause 15, and (ii) prepare a final written report to the NYU Principal Investigator summarizing the results of the Project, including a summary of information and materials developed in the course of the research hereunder, including any inventions and any equipment purchased, on or before thirty (30) days following termination or expiration of this Agreement. NYU's Administrative Contact as identified in Article 28 (Notices) should be copied on all reports sent to the NYU Principal Investigator. Failure by Subrecipient to submit any deliverable, work product, and/or report by its due date shall be considered just cause for NYU to withhold any payment due Subrecipient associated with such overdue deliverable, work product, and/or report until such deliverable, work product, and/or report is received and accepted by NYU.
8. **Equipment.** Unless included in the Budget, Subrecipient may not purchase equipment without written approval from NYU. As applicable, Subrecipient shall submit a final report to NYU of all equipment purchased under this Agreement, whether included in the Budget or otherwise approved in writing by a duly authorized representative of NYU, within thirty (30) days after the earlier of the end date or the completion of the use of grant funds, in accordance with Article 7.
9. **Confidentiality.**

9.1 For purposes of this Agreement, "Confidential Information" shall mean any information disclosed pursuant to this Agreement and marked by the disclosing Party at the time of disclosure as

“Confidential.” Any oral or visual disclosure of Confidential Information shall be identified as such by the disclosing Party at the time of disclosure, subsequently reduced to writing in summary form and marked as “Confidential” by the disclosing Party, and delivered to the receiving Party within thirty (30) days of the oral or visual disclosure. All disclosures of Collaborator Confidential Information shall be made to NYU’s Principal Investigator, only. NYU retains the right to refuse to accept any such information which it does not consider to be essential to the completion of the Project or which it believes to be improperly designated. Confidential Information may include, but not be limited to, specifications, drawings, sketches, models, samples, computer programs, reports, techniques, designs, codes, documentation, and financial, statistical or other technical information. For the avoidance of doubt, the protection and exchange of any data generated, collected, or shared in performance of the Project is governed by section 15. **“Human Subjects Data (“Data”).** Confidential Information shall not include any information that:

- a. is already in the possession of the receiving Party without obligation of confidentiality at the time of receipt from the disclosing Party;
- b. is independently developed by the receiving Party, as evidenced by appropriate documents;
- c. is or becomes publicly available without breach of this Agreement by the receiving Party;
- d. is rightfully received, free of restrictions and without breach of this Agreement, by the receiving Party from a third party;
- e. is released by the disclosing Party to any third party without imposing similar restrictions; or
- f. is approved for release by the prior written approval of the disclosing Party.
- g. “Confidential Information” shall not include personally identifiable information, protected health information, or other information about individuals or students that must be held in confidence under applicable law or regulation (hereinafter “Protected Information”). Protected Information exchanged or developed by the Parties hereunder shall be developed, managed, and/or handled in accordance with applicable law, and is not subject to the provisions of this Article 9.

9.2 The Parties may transfer or exchange Confidential Information under this Agreement in oral, visual, or written form, subject to the terms of section 9.1 above. The receiving Party shall maintain Confidential Information in confidence and shall not use such Confidential Information except for the Project. The receiving Party agrees to use the same care and discretion to avoid unauthorized disclosure, publication, dissemination or use of Confidential Information of the disclosing Party as the receiving Party uses to protect the confidentiality of its own Confidential Information, but not less than reasonable care. Should the receiving Party be faced with judicial or governmental action which calls for the disclosure of Confidential Information received hereunder, said receiving Party must notify the disclosing Party and provide the disclosing Party a reasonable opportunity to pursue the withholding or protection of such Confidential Information prior to the receiving Party’s disclosure.

9.3 The receiving Party agrees that any Confidential Information disclosed hereunder: (i) shall be used by the receiving Party solely for the Project, (ii) may only be disclosed to the receiving Party’s employees on a need-to-know basis for the Recruitment, and (iii) shall not be distributed, disclosed or disseminated to any

other third party except with the consent of the disclosing Party and provided that such third party has executed a non-disclosure agreement containing terms both consistent with the requirements of this Agreement and making the originating disclosing Party a third party beneficiary to such non-disclosure agreement.

9.4 Either Party shall be allowed to make copies of any Confidential Information disclosed by the other Party provided that the markings on the original Confidential Information are affixed to all copies (including partial copies) and provided such copies are necessary to perform the Project. The receiving Party shall maintain the confidentiality of all copies and partial copies of Confidential Information.

9.5 Nothing in this Agreement shall create, by express grant, implication, estoppel or otherwise, in the receiving Party any right, title, interest, or license in or to Confidential Information of the disclosing Party.

Confidential Information received hereunder shall be protected by the receiving Party during the term of this Agreement and for a period of five (5) years from the date of disclosure.

10. Publications.

- A. Subrecipient has the right to publish and otherwise publicly disclose information derived from the performance of work conducted under this Agreement. Subrecipient shall provide drafts of any such publications to the NYU Principal Investigator at least forty-five (45) days in advance of submission for publication to review, in confidence, for confidential information, material which would affect pending patents, and for review by LEGO and UNICEF in accordance with article 13. Publication of the Prime Award. Any Confidential Information identified in the proposed publication shall be removed at the request of NYU.
- B. Qualification for authorship shall be in keeping with generally accepted criteria applicable to academic or scientific publications. The order of authorship shall be a joint decision of the co-authors in any co-authored publication. Each author shall have participated sufficiently in the Work to take public responsibility for the content.
- C. Subrecipient shall include an acknowledgement of Sponsor support and a disclaimer in the publication of any material based on or developed under this Project substantially as follows: *This material is based on work supported by UNICEF and LEGO. Any opinions, findings, and conclusions are those of the author(s) and do not necessarily reflect the views of UNICEF or LEGO.*

11. Intellectual Property Rights; Rights to Data

- A. Intellectual Property Rights.
 - i. Background Knowledge. In accordance with article 11. Intellectual Property in the Prime Award, the Parties and other collaborators on the Project shall retain ownership of and/or its interest in its own Background Knowledge and associated Intellectual Property Rights. The Subrecipient grants to NYU and LEGO a non-exclusive, transferable, irrevocable, fully paid up, worldwide license to use, copy, modify and practice its interest in Background Knowledge provided hereunder to the extent necessary for the completion of the Project and further implementations of the Purpose as specifically set forth in this Agreement and the attachments hereto.

- ii. **Foreground Knowledge.** Inventorship shall be determined in accordance with U.S. Patent Law. All intellectual property rights in materials produced solely by Subrecipient under this Agreement shall be owned solely by Subrecipient. All intellectual property rights in material produced solely by NYU under this Agreement shall be owned solely by NYU. All intellectual property rights in materials produced jointly by Subrecipient and NYU as a result of this Agreement shall be jointly owned by Subrecipient and NYU. Subrecipient hereby grants to NYU an irrevocable, worldwide, royalty-free, non-commercial, non-exclusive, transferrable, sublicensable, perpetual, paid-up license to use, display, perform, reproduce, publish, copy, and distribute the intellectual property rights developed by Subrecipient during the performance of this Agreement for the purpose of NYU's own research and educational purposes and to the extent required to meet NYU's obligations under its Prime Award. The Design Methodology Report referenced in the Prime Award and all associated Intellectual Property Rights shall become the property of UNICEF. Subrecipient shall retain the right to use the Report for research publications and future research or other academic projects, subject to the obligations set forth in the Prime Award.
- B. **Data.** Subrecipient hereby grants to NYU an irrevocable, worldwide, royalty-free, non-commercial, non-exclusive, transferrable, sublicensable, perpetual, paid-up license to use, display, perform, reproduce, publish, copy, modify, practice and distribute the data created in the performance of this Agreement for the purpose of NYU's own research and educational purposes and for LEGO's noncommercial purposes, in accordance with the Prime Award.

12. Publicity and Use of Name

- A. Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described. Subrecipient's use of Sponsor's name is as set forth in the Prime Award.

13. Laboratory Animals. No research involving animals is planned or authorized under this Agreement.

14. Human Subjects. Use of human subjects will be in accordance with 45 CFR 46, subpart A, "Protection of Human Subjects." In addition, Subrecipient certifies that it has procedures established and implemented to assure continuous monitoring and compliance with these regulations. As applicable, evidence of approval by the Subrecipient's Institutional Review Board shall be provided to NYU prior to initiating this Project and annually thereafter for the duration of the Project.

15. Human Subjects Data ("Data"). Subrecipient (the "Provider") will share deidentified Data with NYU (the "Recipient") in accordance with the Work.

- A. Provider authorizes Recipient to share the Data as may be required by the Prime Award and as outlined in article 11.B Intellectual Property, Data of this Agreement.

- B. Upon completion of the Agreement, Recipient shall retain or destroy the Data as instructed by the Provider; provided, however, that Recipient may retain one (1) archival copy of the Data as may be required by applicable policy or regulation.
- C. The Data will not include personally identifiable information. If the Data being provided is coded, the Provider will not release, and the Recipient will not request, the key to the code.
- D. Recipient will not use the Data to identify or contact individuals who are or may be the sources of Data. Should Recipient inadvertently receive identifiable information or otherwise identify a subject, Recipient shall promptly notify Provider and follow Provider's reasonable written instructions, which may include return or destruction of the identifiable information.
- E. Recipient shall promptly report to the Provider any use or disclosure of the Data not provided for by this Agreement of which it becomes aware.

16. Representations and Certifications. All applicable provisions contained in the Prime Agreement between NYU and Sponsor shall be binding upon Subrecipient, and Subrecipient hereby agrees to comply with same as though Subrecipient were the Supplier thereunder.

17. Compliance with Law. Subrecipient will cause the Project hereunder to conform to all requirements of all applicable federal, state, and local laws, rules and regulations, including, but not limited to, laws relating to conflict of interest and to equal employment opportunity, as well as all standards applicable to such research. The Parties shall cooperate with each other to facilitate compliance with these laws and regulations.

18. Research Misconduct. Subrecipient hereby certifies that it has established administrative procedures to review allegations of scientific misconduct and to evaluate and process real or potential conflict of interest situations, and that such procedures conform to federal regulations. Additionally, Subrecipient agrees to cooperate fully with any proceedings, inquiries or investigations as requested by NYU or the Sponsor.

19. Assurances. Subrecipient agrees to conduct all effort required in performance of this Agreement in compliance with the following:

- A. Debarment and Suspension: Subrecipient certifies, to the best of its knowledge and belief, that it and its employees and agents performing any service under this Agreement:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from covered transactions by any Federal department or agency of the United States of America, under investigation for a crime or otherwise engaged in conduct for which a person can be debarred by any Federal agency, and Subrecipient will immediately notify NYU upon any inquiry concerning commencement of any such proceeding concerning Subrecipient or such person referred to in this subparagraph;
 - ii. Have not within a three-year period preceding execution of this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in (ii) above; and
 - iv. Have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- B. Debt. Subrecipient certifies that it is not delinquent on the repayment of any debt(s) to the government of the United States of America.
- C. Certification Regarding Lobbying. Grants funds must be used exclusively for the tax-exempt purposes described in the statement of work and are not to be used for any purpose prohibited by United States law, including the use of funds to lobby, issue propaganda or otherwise to influence legislation, or to influence to outcome of a public election, as set out in the Internal Revenue Code. No part of the grant funds should be paid to any NYU employee or official for any purpose.
- D. Non-Discrimination. Subrecipient certifies that it has an active program for compliance with all applicable state and federal regulations, executive orders and legislation concerning non-discrimination, equal opportunity or affirmative action, and that wherever required, valid assurances of compliance are on file with the cognizant enforcement agency.
- E. Non-infringement. To the best of Subrecipient's knowledge, contributions made by Subrecipient or third parties at the request of Subrecipient to the Project Materials will not infringe the rights of any third party, and Subrecipient shall pay all costs associated with clearing third party rights and permissions in connection with such contributions.
- F. Institutional Policy on Financial Conflicts of Interest. Subrecipient hereby certifies that it has in effect an up-to-date, written, and enforced conflicts of interest policy and administrative process ("COI Policy") to identify and manage financial conflicts of interest ("FCOIs"). Subrecipient certifies that its COI Policy applies to Subcontractor's Investigators performing work under this Agreement. Subrecipient certifies that at the time of execution of this Agreement, there is no FCOI related to the work contemplated by this Agreement, or if Subrecipient has identified an FCOI related to the work contemplated by this Agreement it has implemented an appropriate management plan.
- G. Specifically, in accordance with Article 15 of this Agreement and this Article 18, Subrecipient agrees to comply with the terms of Exhibit C, Appendix 5 Child Safeguarding Principals.
20. Audit. All costs incurred in the performance of the Project will be subject to audit by NYU and the Sponsor, and Subrecipient agrees to allow authorized representatives of NYU and Sponsor access to records necessary to support the reported costs with advance notice during reasonable times. Any amounts disallowed upon audit will be repayable to NYU within ninety (90) days following notification of the disallowance.
21. Subrecipient Monitoring. NYU may withhold payment of invoices if SUBRECIPIENT does not cooperate in resolving reasonable questions NYU may have concerning the administration, financial management or performance of the Project and any auditor's reports, including plans for corrective action. SUBRECIPIENT shall provide reasonable access to all written records and employees as requested by NYU and/or Sponsor to address any financial, performance or compliance related issues. Should SUBRECIPIENT receive an auditor's report that includes specific findings related to this Agreement, SUBRECIPIENT shall provide the NYU Administrative Contact identified in Article 22 of this Agreement, with a copy of any such report within thirty (30) days of SUBRECIPIENT'S receipt of the final report.

- 22. Termination.** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, except that the termination of the Prime Award concurrently terminates this Agreement with the same date. Notice of termination to NYU by the Sponsor shall be forwarded to Subrecipient immediately upon receipt, but no later than five (5) business days after NYU receives notice of termination from Sponsor. NYU shall compensate Subrecipient for all Work performed, expenses, and non-cancellable obligations properly incurred under this Agreement prior to the date of termination to the extent allowable under the Prime Award. Upon payment of such costs, NYU shall be entitled to, and Subrecipient agrees to deliver, all data, reports, information, and deliverables that Subrecipient has generated through the date of termination.
- 23. Limitation of Liability.**
- A. Neither Party shall be liable for the acts or omissions of the other Party, or the acts or omissions of the other Party's employees, officers, or agents, in connection with the Project under this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOST REVENUES OR PROFITS, ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT.
 - B. Nothing in this Agreement will exclude or limit either Party's liability: (a) for death or personal injury caused by its negligence or that of its employees; (b) for fraudulent acts or omissions, theft, gross negligence or willful misconduct; (c) for loss resulting from any breach of the data protection obligations set out in this Agreement; (d) for loss resulting from a breach of the Party's obligations relating to intellectual property rights or confidentiality under this Agreement; (e) in respect of claims for indemnification under the Agreement; or (f) to the extent applicable law precludes or prohibits any exclusion or limitation of liability.
- 24. Indemnification.** Each Party will be responsible for its own acts and omissions in performance of the Project.
- 25. Governing Law.** RESERVED.
- 26. Insurance.** The Subrecipient assures NYU that it carries adequate insurance to cover its professional activities and the effort it undertakes in performance of this Agreement.
- 27. Export Controls.** The parties anticipate that the Statement of Work contemplated under this Agreement can be carried out without export controlled data or sensitive information, and that the parties consider the Work required by this agreement to be fundamental research. In the event that export controlled or sensitive information is required to be provided by one party to the other, the party providing the information will so inform the other party in writing, directed to the Administrative point of contact prior to any such disclosure, and the disclosing party shall not forward or provide any export controlled information to the receiving party without the express written consent of the receiving party.
- 28. Notices.**
- A. Matters concerning the technical performance of this Agreement shall be directed to the appropriate party's Principal Investigator.
 - B. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Administrative and Financial Contact.

- C. Matters concerning the request of negotiation of any changes in the terms, conditions, or amounts cited in this Agreement, and any changes requiring prior approval, shall be directed to each party's Authorized Official. Any such change made to this Agreement requires the written approval of each party's Authorized Official.

Notices will be deemed sufficient if given by (a) registered or certified mail, postage prepaid, return receipt requested; (b) private courier service, with signature provided by the receiving party; (c) electronic mail to the Authorized Official and Principal Investigator. Notices sent via mail or courier will be deemed given upon receipt. Notices sent via electronic mail will be deemed given when receipt has been acknowledged by the Authorized Official, with an automatic "read receipt" not constituting acknowledgement. Notice shall be provided as follows:

NYU Contacts

Principal Investigator

Name: Jan Plass
Address: 196 Mercer St. Suite 800
New York, NY 10012
Telephone: 212-998-5520
Email: jan.plass@nyu.edu

Subrecipient Contacts

Principal Investigator

Name: Patricio Cabello
Address:
Telephone:
Email: patricio.cabello@ciae.uchile.cl

Authorized Official

Name: Victoria M. McCoy-Cosentino
Address: 665 Broadway, Suite 801
New York, NY 10012
Telephone: 212-998-2892
Email: osp.agency@nyu.edu

Authorized Official

Name: See below
Address:
Telephone:
Email:

Financial Contact

Name: Meidy Candia-Leyva
Address: 105 East 17th Street, 4th Floor
New York, NY 10003-2105
Telephone: 212-998-2832
Email: cdv.spa@nyu.edu

Financial Contact

Name:
Address:
Telephone:
Email:

Administrative Contact

Name: Do n Do n a
Address: 627 Broadway, 6th fl.
New York, NY 10012
Telephone: 212-992-8449
Email: steinhardt.research@nyu.edu

Administrative Contact

Name: Patricio Cabello
Address:
Telephone:
Email: patricio.cabello@ciae.uchile.cl

- 29. Independent Contractor.** For the purposes of this Agreement and all services to be provided hereunder, both parties shall be, and shall be deemed to be, an independent contractor and not as an employee, partner, agent or representative of the other. Neither party shall have the authority to make any statements, representations nor commitments of any kind, nor take any action, which shall be binding on the other party, except as may be explicitly provided for herein or authorized by the other party in writing.
- 30. Communications.** Notwithstanding anything to the contrary herein, Subrecipient shall communicate only with NYU and shall not, without prior written consent of NYU, direct any communications to the Sponsor regarding the statement of work or terms and conditions of this Agreement and/or the Prime Award. Furthermore, Subrecipient shall not act in any way so as to interfere with or impede the contractual relationship between NYU and Sponsor, including, but not limited to, communicating with Sponsor concerning any modification, expansion, cancellation or renewals of the Prime Award or this Agreement. If Subrecipient receives directions from a representative of Sponsor, Subrecipient will notify NYU as soon as possible and obtain written authorization from NYU before taking any action based upon Sponsor's directions. NYU will not be liable for the cost of work done by Subrecipient without written authorization by NYU.
- 31. Force Majeure.** Failure of either party to perform its obligations under this Agreement shall not subject such party to any liability or place such party in breach of any term or condition of this Agreement to the other party if such failure is the result of any event beyond the reasonable control of such nonperforming party, including, but not limited to, acts of God, fire, explosion, flood, drought, war, riot, sabotage, embargo, strike or other labor trouble, failure in whole or part of suppliers to deliver on schedule materials, equipment or machinery, interruption of or delay in transportation, failure of utilities, energy, or conservation measures, mechanical breakdowns, a national health emergency or compliance with any order or regulation of any government entity acting with color of law.
- 32. Assignment.** This Agreement and all rights and obligations hereunder shall not be assigned by either Party (whether through merger or consolidation, by operation of law, or otherwise) without the prior written consent of the other Party, and any attempt to assign without such consent shall be void
- 33. Modification.** No modification or waiver of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by duly authorized representatives of both Parties. A failure by one of the Parties to this Agreement to assert its rights under, including upon any breach or default of, this Agreement shall not be deemed a waiver of such rights. No such failure or waiver in writing by any one of the Parties hereto with respect to any rights shall extend to or affect any subsequent breach or impair any right consequent thereon.
- 34. Severability.** If any clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction or arbitrator, such provision shall be severed and the remaining provisions of the Agreement shall continue in full force and effect. The parties shall use their best efforts to agree upon a valid and enforceable provision as substitute for the severed provision, taking into account the intent of this Agreement. Failure to agree upon such a substitute does not in any way effect the remaining terms of this Agreement.
- 35. Headings.** All article headings and captions contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
- 36. Attachments.** The attachments hereto are made a part hereof as if fully included in the text.

37. **Counterparts.** This Agreement may be executed in any number of counterparts or, if mutually agreeable to the undersigned authorized signatories for the parties, through the exchange by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

38. **Order of Precedence.** In the event of conflicting conditions, the following order of precedence shall apply:

1. Subaward Agreement, including the Exhibits
2. Terms and Conditions of the Prime Agreement, including any appendices or addendum
3. Subrecipient Proposal


The terms and conditions of this Agreement take precedence over any documents which Subrecipient or Subrecipient's personnel may have executed in connection with this project.


39. **Entire Agreement.** This Agreement and any attachments hereto contain the entire agreement between Sponsor and University and supersedes any and all other agreements and understandings, either oral or written, between the parties and their predecessors in interest relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, authorized representatives of the parties have signed this Agreement below.

NEW YORK UNIVERSITY

SUBRECIPIENT: INSTITUTO DE ESTUDIOS AVANZADOS EN EDUCACIÓN UNIVERSIDAD DE CHILE

By: 

By: **Carmen Sotomayor Echenique**  Firmado digitalmente por Carmen Sotomayor Echenique
Fecha: 2023.01.30 13:42:39 -03'00'

Name: **VICTORIA M. MCCOY-COSENTINO**

Name: **CARMEN SOTOMAYOR ECHENIQUE**

Title: **CONTRACT OFFICER**

Title: **Directora del Instituto de Estudios Avanzados**

En educación de la Universidad de Chile

Date: February 7, 2023

Date: Santiago , 30 de enero del 2023

EXHIBIT A
STATEMENT OF WORK

Project Title: Responsible Innovation in Technology for Children (RITEC)

PI name: Jan Plass

SubPI Name: Patricio Cabello

Project Description (including objectives, tasks, and deliverables as applicable):

Research Design Study Goal: We investigate whether digital play experiences can impact wellbeing in children (ages 8-12).

Specifically, we will be having children play up to six age-appropriate digital (commercial) games and determine how digital gameplay affects specific measures of wellbeing using pre- to post-intervention comparisons.

Method: Longitudinal Intervention study with experiment groups and control groups, spanning across 4-6 weeks at an afterschool program for a total of 10 hours via 10 play visits.

Participants: 140 participants in total including 35 children for the Treatment Group and 35 children for the Control Group. In addition, 70 parents fill out the Parent survey. Play/Control group assignment follows the considerations below:

Participants from one site will be equally assigned to either Control/Treatment Group. Participants will be randomly assigned. Participants in the Treatment Group will have the opportunity to opt in to the study by signing up for activities at the afterschool program. Participants in the Control Group will be chosen from a different activity at the afterschool program.

Number of games: Participants can choose to play any of the six commercial games during study sessions. Games are LEGO Tower, LEGO Builder's Journey, Plants vs. Zombies, World of Goo, Rocket League Sideswipe, and Angry Birds. Number of sessions: The Treatment Group will complete 10 play visits across about 6 weeks at an afterschool program.

Each play visit contains 50 minutes of digital play and 5-10 minutes completing surveys and interviews

EXHIBIT B
BUDGET

Budget

ÍTEM	(USD)
1. SALARIES	26,221
1.1. RESEARCHERS (3)	11,821
1.2. RESEARCH ASSISTANTS (4) (INCLUDES PER DIEM AND TRANSPORT)	12,600
1.3. LOGISTICS ASSISTANT	1,800
2. QUESTIONNAIRES ADAPTATION (TRANSLATION, BACK TRANSLATION, AND EXPERTS REVIEW)	1,600
3. EQUIPEMENT	10,160
4. INCENTIVES (CHILDREN AND PARENTS)	4,200
5. OVERHEAD (15%)	7,444
TOTAL	49,625

BUDGET JUSTIFICATION

Universidad de Chile

Country: Chile

Total budget: USD 49625

1. Salaries (Total \$26,221 USD)

The following staffing will be needed to achieve the goals of the project:

1.1. Researchers (total USD 11,821)

This project requires three senior researchers.

- Lead researcher: the team needs a lead researcher who coordinates the research and is the primary contact. The lead researcher will dedicate 12 hrs. a week for four months, at USD 1,750 per month. Per diem and transport are included in this fee.
- Co-researcher 1: the team needs a highly skilled researcher collaborating, especially in adapting questionnaires and evaluations. This researcher will dedicate 6 hrs. a week for four months, at USD 600 per month.
- Co-researcher 2: the team needs a highly skilled researcher to collaborate, especially in fieldwork supervision. This researcher will dedicate 6 hrs. a week for four months, at USD 600 per month.

1.2. Research assistants (total USD 12,600)

The fieldwork requires six research assistants to conduct twelve research activities in three schools with twelve students each for five weeks. Also, students from a control group and parents will be evaluated. Given the short period of five weeks to conduct the entire data collection, sessions must be conducted simultaneously in the three schools.

The research assistants will have two different profiles:

- Senior: three graduate students in Psychology and Education programs (master's and Ph.D.).

Senior Assistant 1: this assistant will dedicate 12 hrs. a week for four months, at USD 675 per month = USD 2700. His duty will be coordinating and participating as a fieldwork researcher, conducting the surveys for parents and children, working as a mediator for children in the experimental group, and taking field notes. His responsibility is to be in charge of all the fieldwork in one of the three schools.

Senior Assistant 2: this assistant will dedicate 12 hrs a week for four months, at USD 675 per

month = USD 2700. His duty will be coordinating and participating as a fieldwork researcher, conducting the surveys for parents and children, working as a mediator for children in the experimental group, and taking field notes. His responsibility is to be in charge of all the fieldwork in one of the three schools

Senior Assistant 3: this assistant will dedicate 12 hrs a week for four months, at USD 675 per month = USD 2700. His duty will be coordinating and participating as a fieldwork researcher, conducting the surveys for parents and children, working as a mediator for children in the experimental group, and taking field notes. His responsibility is to be in charge of all the fieldwork in one of the three schools

- Junior Assistants: three undergraduate students and recently graduated professionals from Humanities and Social Sciences.

Junior Assistant 1: this assistant will participate as a fieldwork researcher, conducting the surveys for parents and children, working as a mediator for children in the experimental group, and taking field notes. This researcher also will participate in training meetings, dedicating 20 hrs a week for three months, at USD 750 per month, for a total of four months = USD 1500

Junior Assistant 2: this assistant will participate as a fieldwork researcher, conducting the surveys for parents and children, working as a mediator for children in the experimental group, and taking field notes. This researcher also will participate in training meetings, dedicating 20 hrs a week for three months, at USD 750 per month, for a total of four months = USD 1500

Junior Assistant 3: this assistant will participate as a fieldwork researcher, conducting the surveys for parents and children, working as a mediator for children in the experimental group, and taking field notes. This researcher also will participate in training meetings, dedicating 20 hrs a week for three months, at USD 750 per month, for a total of four months = USD 1500

2. Questionnaires adaptation: translation, back translation, and experts review (total USD 1,600)

For the adaptation of the questionnaires, one professional translator will deliver a first translation, and then a second professional translator will conduct a back translation. Then the researchers will send a revised version to three experts in psychometry and children's evaluation. They will evaluate and participate in a final meeting to address all the observations. All these professionals will be paid for their work.

Translator 1: translation (English to Spanish) of the complete set of questionnaires for parents and children= USD 500

Translator 1: back translation (Spanish to English) of the complete set of questionnaires for parents and children= USD 500

Experts review: each expert will receive USD 200 after their participation as an individual reviewer and as an expert in a meeting = USD 600

3. Equipment: Computer, tablets and mobile broadband (Total USD 10,160)

To conduct the fieldwork with students of the intervention group, we need 42 tablets and six mobile broadband connections. That allows for collecting data with two groups of students in each school simultaneously. Once the data collection is over, each child from the experimental group will receive the tablet as a present.

- Tablets: USD 170 each tablet for 42 tablets = USD 7,140
- Broadband plan: six mobile broadband monthly plans, USD 35 each for three months = USD 630.
- Mobile broadband routers: six mobile broadband routers, USD 65 each = USD 390
- Computer and accessories: the team needs a computer to manage notes, data, and other research materials = USD 2000

4. Incentives (USD 4,200)

All Parents/caretakers and children that participate in the process (experimental and control groups) will receive each one a gift card to spend.

- Gift card for parents: a USD 25 gift card for each of 84 parent to spend in a retail store or supermarket = USD 2100
- Gift card for children: a USD 25 gift card for each of 84 children to spend in a bookstore = USD 2100

5. Overhead (USD 7,444)

Universidad de Chile charges 15% for this project. This overhead includes the cost of legal review, ethics board review, and the use of university facilities.

EXHIBIT C
PRIME AWARD

See following fifty-nine (59) pages

Professional Services Agreement



PARTIES

LEGO SYSTEM A/S, Aastvej, 7190 Billund, Denmark incorporated under the laws of Denmark with company number 47 45 87 14 (the "Customer" or "LEGO").

New York University of 70 Washington Square South, New York, NY 10002, USA, a non-profit education corporation incorporated under the laws of the State of New York with tax identification number 13-5562308 and DUNS 04-196-8306 (the "Supplier") (together and separately the "Parties") (separately and together the "Party" or the "Parties")

WHEREAS United Nations Children's Fund ("UNICEF") and LEGO (together with its affiliates) are committed to working together closely with a focus on Child Rights and Business (CRB) and digital citizenship, safety and wellbeing with the partnership goal of creating the enabling environment needed to support safe and playful learning and equip children with the breadth of skills to thrive in the 21st century.

WHEREAS To meet that goal, UNICEF and LEGO (together with its affiliates) have identified an opportunity to collaborate on a research project to strengthen the architecture for responsible design and innovation of digital learning through play experiences for children that will enable organisations to better understand and optimise the impact of digital experiences on the wellbeing of children, namely the Responsible Innovation in Technology for Children (RITEC) project.

WHEREAS New York University's CREATE Lab, with the CUNY Graduate Center as subawardee, is committed to research on the design of digital tools for learning and wellbeing, with a focus on underrepresented and underserved populations, with the goal to guide the design of digital experiences for children, namely the the Responsible Innovation in Technology for Children (RITEC) project.

The Parties have agreed to enter into a co-operation regulated by the provisions and appendices of this Agreement.

Professional Services Agreement



1 Introduction

This Professional Services Agreement ("PSA") is used to enter into a contract under which Customer will procure professional, academic services and related services from a third-party supplier. When both Parties complete and sign this PSA, the Parties have a legally binding contract incorporating the attached General Terms and Conditions (these are the Customer's general terms and conditions) and the additional Appendices (together the "Agreement"), cf. clause 1.3.

In the event of inconsistency between any of the following documents, the relevant document first listed shall prevail: (a) the Statement of Work (if applicable) to the extent the inconsistency concerns the Charges and payment terms or the delivery times and milestones or if otherwise expressly set out in the Statement of Work; (b) the terms of this PSA; (c) the terms of the Appendices; (d) the General Terms and Conditions.

The following Appendices form part of this Agreement:

- Appendix 1 (Invoicing Requirements)
- Appendix 2 (Travel Requirements)
- Appendix 3 (Statement of Work)
- Appendix 4 The LEGO Group Responsible Business Principles
- Appendix 5 Child Safeguarding Principles
- Appendix 6 The LEGO Group Terms & Conditions

These terms and conditions apply to the Agreement to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2 Definitions

Capitalised terms have the meanings set out in the General Terms and Conditions or elsewhere in this PSA. In this Agreement the following words will have the following meanings:

"Purchase Order" means a purchase order as per Customer's standard electronic or manual format.

"Special Terms and Conditions" means the additional terms and conditions applicable to this Agreement as set out in clause 16.

"Statement of Work" means an executed statement of work in the form set out in Appendix 3 or substantially similar to Appendix 3.

"VAT or Similar Taxes" means any applicable value added tax, sales tax, duties, levies, bank transfer fees, other fees or other similar taxes.

"Agreement" means this document and its appendices.

"Background Knowledge" means all information, data, results, methods and Intellectual Property - regardless of form and regardless of whether or not it is protectable - belonging to a party and developed before the Start Date or independently of a Party's performance of this Agreement and of any agreement directly between the one or more of the Parties and a third Party regarding the Project. All Intellectual Property is considered Background IP unless it is evident from the circumstances that it is Foreground IP.

"Confidential Information" means without limitation:

- (a) all non-public information relating to the Disclosing Party's (as defined in clause 14) business (including, business plans, financial data, customer information, marketing plans, etc.), technology (including technical drawings, designs, schematics, algorithms, technical data, product plans, research plans, software, etc.), products, services, trade secrets, know-how, formulas, processes, ideas, and inventions (whether or not patentable);
- (b) any information, findings, data or analysis derived from Confidential Information;
- (c) third party information that the Disclosing Party is under obligation to keep confidential;
- (d) any information which according to applicable law is confidential, including Personal Data.

Confidential Information does not include any such information that:

- (e) is generally available to the public at the time of receipt by the Receiving Party (as defined in article 14) from the Disclosing Party or becomes available to the public through no fault of the Receiving Party or breach of the Agreement (provided that the information that is rumored or reported does not become public based only on such rumors or reports);
- (f) is rightfully received by the Receiving Party from a third party free to lawfully disclose such information to the Receiving Party;

Professional Services Agreement



- (g) is in the Receiving Party's lawful possession, as evidenced by its written records, prior to disclosure by the Disclosing Party; or
- (h) is independently developed by the Receiving Party without the aid, application or use of the Confidential Information, as evidenced by its written records.

"Foreground Knowledge" means all information, data, results, methods and Intellectual Property which (i) originates from and is related to the Project, and (ii) which is generated by a person employed with and allocated by a Party to the Project.

"Intellectual Property Rights" means all intellectual property rights of any kind – whether or not registrable, subject to registration, already registered or applied for registration – including but not limited to rights to inventions, discoveries, trademarks, patents, utility models, supplementary protection certificates, logos, designs, trade or business names, domain names, copyrighted works and rights in databases as well as rights in proprietary information, trade secrets, recipes, technology and knowhow and all other rights or forms of protection of a similar nature or having equivalent or similar effect anywhere in the world.

"Sub-Contractor" means a subawardee, contractor, vendor, agent or independent consultant selected and retained by the Supplier who is providing the Services on behalf of the Supplier.

3 Start Date, Term, Termination & Exclusivity

Start date. **January 1, 2021** (the "Start Date").

Term

This Agreement shall enter into force on the Start Date and remain in force until the earlier of the Project, cf. clause 4.2, having been completed, unless terminated in accordance with clause 3.3 below, and save for contract clauses with longer duration, due to their nature, cf. clause 16.3 below, or December 31, 2023 (the "Term"). Should the project not be completed by December 31, 2023, the Parties may extend the project by a mutually agreed upon length via email communication.

Termination

The following shall replace the Termination clause set out in Clause 15 of the General Terms and Conditions:

If a Party is in material breach of its obligations according to the Agreement, the other Party may terminate the Agreement 30 days after the breach has been brought to the breaching Party's attention without the breaching Party remedying the breach during a reasonable cure period.

Exclusivity (Assignment of rights and obligations)

The Supplier may not assign, novate or otherwise dispose of the Agreement (or any part hereof) to any third party without the prior written consent of Customer. For removal of doubt, NYU may, subject to Customer prior written consent, establish subawards as indicated in its proposal or otherwise required by the contemplated scope of work.

4 Purpose and Project

The purpose of this co-operation is to contribute to the overall implementation of the RITEC project, a description of which is appended in Appendix 3, Attachment 1 (The Purpose).

With a view to implementing (part of) the Purpose, the role of the Parties' cooperation and the involvement of third parties entails the following ("the Project"):

- 4.1.1 LEGO will obtain a grant from UNICEF to use the report generated from Phase 1 of the Project, including to make the report and data from Phase 1 available to the Supplier.
- 4.1.2 For the purpose of implementing the Phase 2 research with the aim of creating a Design Methodology Report, the LEGO Group will provide the relevant universities with access to selected, existing digital play experiences owned by the LEGO Group, where relevant.
- 4.1.3 University of Sheffield (USH) will as per separate agreement with LEGO Group collect new data (eco-cultural from case-studies with 20-40 families across 4 locations), based on the wellbeing framework and indicators developed in Phase 1 of the Project. This new data will belong to USH, but that the other parties of phase 2 (including UNICEF) shall be granted a license to use research results based on the data.
- 4.1.4 Australian Research Council Centre of Excellence for the Digital Child (ARC) will as per separate agreement with LEGO Group collect new data (observations on children, e.g. measuring heart rate, eye-movement, brain activity etc.), based on the wellbeing framework and indicators developed in Phase 1 of the Project. The new data shall be owned by ARC, but the other parties of phase 2 (including UNICEF) shall be granted a license to use research results based on the data.
- 4.1.5 CREATE lab (a collaboration between New York University (NYU) and, City University of New York (CUNY)) will as per this agreement with LEGO Group as part of the Project collect new data (playtesting research, to identify which game candidates are

Professional Services Agreement



most likely to have a positive effect in children's well-being, and experimental research, to investigate whether specific types of play activities increase specific aspects of wellbeing) from children, based on the wellbeing framework and indicators developed in Phase 1 of the Project. The new data shall be owned by NYU and CUNY, but the other parties (of phase 2), including UNICEF, shall be granted such licence as stated herein to use research results based on the data.

- 4.1.6 Based on the findings and research provided by each of the universities mentioned above and delivered to LEGO and further to Unicef/UNICEF, Unicef/UNICEF will finalise the Design Methodology Report. The report shall be owned by UNICEF, but the participating universities and LEGO Group shall have a right to use the report for research publications and future research projects, including the right to collaborate with other third party entites for such research publications and future research projects. Further, the Parties shall to the extent necessary for the Project and further implementations of the Purpose, enter into a communication plan with the other parties of the Project, ref clause 11.7.

Ownership to and licenses granted in connection with any Background Knowledge, Foreground Knowledge and Intellectual Property Rights encompassed by the Purpose (sub-clause 4.1) are regulated in clause 11. Nothing contained in this Agreement shall be construed as a warranty on the part of NYU that any results or inventions will be achieved by the NYU portion of the project, or that any results or inventions achieved by the NYU portion of the project, if any, are or will be commercially exploitable. Furthermore, NYU makes no warranties whatsoever as to the commercial or scientific value of any results **which may be achieved in NYU's portion of the project.** NYU hereby excludes any and all warranties, implied or express, including warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.

5 Budget, Delivery, Services and Deliverables, Charges, etc.

Budget

- 5.1.1 The Project is subject to approved funding by the LEGO Foundation. The funding for all projects under the Purpose shall be provided from the LEGO Foundation to LEGO directly, and LEGO shall thereafter transfer the portion due to the Supplier in accordance with the agreed budget. However, such payments shall only be made as long as the Supplier complies with this Agreement, and subject to the full payment having being received by LEGO from the LEGO Foundation for the Purpose.
- 5.1.2 If the LEGO Foundation grants a lower amount than applied for by LEGO, the Parties shall negotiate a revised budget in good faith, as LEGO is not obliged to provide any funding or pay any contribution to Supplier other than the funding provided by the LEGO Foundation. LEGO shall notify NYU promptly should LEGO Foundation grant a lower amount than applied for by LEGO.

Delivery

- 5.1.3 The delivery times and milestones for the Project are laid-down in Appendix 3, Attachment 2 **(the Delivery ") to this Agreement.**

The Services and Deliverables of the Supplier include all services and deliverables necessary for the Supplier to fulfil its obligations under the Project, ref. sub-clause 4.2, the Statement of Work, any quotation, or any other mutual agreement between the Parties. The purchase of such Services and Deliverables will be governed by this Agreement.

Currency

The Charges are set out in **US Dollars**

Necessary services

If any services, deliverables or responsibilities not specifically described in the Agreement are:

- (a) an inherent, necessary or a customary part of the Services or Deliverables; or
- (b) are required for proper performance or provision or use of the Services or Deliverables,

such services, deliverables, functions, and/or responsibilities will be deemed to be included within the scope of the Services and/or Deliverables to be delivered for the Charges, as if such services, deliverables, functions and/or responsibilities were specifically described in the Agreement.

Accrual of charges

- 5.1.4 The Charges for the delivery of the Services and Deliverables will accrue in accordance with the applicable fee models as described below and shall be invoiced no more often than monthly but no less often than quarterly.

Adjustment of rates/fees

[The hourly rates/fees are valid until December 31, 2023. After this period the prices can be negotiated according to the procedure described below.

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In case a Party wishes to initiate negotiations regarding adjustment of prices, this shall be requested in writing to the other Party. The request shall be forwarded to the other Party. In case Supplier wishes to adjust the prices, a detailed suggestion regarding the new prices shall be included in the request. Furthermore, Supplier shall prepare a detailed calculation of consequences of the suggested price adjustment. Unless otherwise agreed, the new prices will enter into force upon the agreement of the Parties. In case the Parties cannot reach a new agreement within six (6) months following the initial request, clause 5 continues in force on unchanged conditions unless and until the Agreement is terminated.

The prices and terms and conditions valid when the request for price negotiations is forwarded shall be valid until a new agreement or amendment regarding adjusted prices enters into force.

Payable charges

The Customer will only be liable for fees charged by the Supplier or a Sub-contractor for any work carried out or purchases made by them, where the relevant services or purchases have been agreed in writing in advance by the Parties. For the avoidance of doubt, if the Customer agrees to be liable for fees charged by a Sub-contractor, such fees will be exclusive of VAT or Similar Taxes and Customer shall not be liable to reimburse Supplier for such VAT or Similar Taxes amount. In addition, if any withholding taxes are withheld on the fees charged by a Sub-contractor to the Supplier, such taxes shall not be recharged to the Customer even if the Supplier and Sub-contractor agree that such taxes are a cost paid or covered by the Supplier.

The Supplier is not entitled to any additional remuneration for the performance of its obligations under the Agreement except as agreed in the Agreement or otherwise agreed to by the Parties in writing. For the removal of doubt, the Parties agree that the costs to be reimbursed shall include fringe and indirect costs, as indicated in the proposed budget.

6 Fee models

General

The Charges may be based on the fee models specified below.

Time and material fee model

6.1.1 The model. If the time and material fee model has been agreed in the Purchase Order, Statement of Work or other document as agreed between the parties (as applicable), the Charges of the Supplier will be based on effort and materials. Subject to the provisions below, only actual and effective effort spent on work for the Customer may be charged.

6.1.2 Calculation of Hourly rates. The Charges of the Supplier under the time and material fee model will be in accordance with the rates set out in clause 5. Hourly rates are calculated and charged based on percentage of effort and monthly salary as required by the United States government.

6.1.3 Fee estimate. Prior to the commencement of Services and Deliverables where the time and material fee model may be agreed the Supplier will provide a fee estimate for the estimated time or effort spent on delivery of the Services and Deliverables. The Supplier agrees that the prices set out in the estimate may not exceed the prices expected of a competing contractor acting in accordance with generally accepted industry standards.

The Supplier will notify the Customer in writing, if the fee estimate provided is exceeded or if there is a material risk that it may be exceeded. The Supplier will in such case provide the Customer with a revised estimate covering the completion of the task at hand and an alternative solution based on the original estimate.

The Supplier is entitled to Charges exceeding the fee estimate only if such notice has been given to the Customer and the Customer has consented in writing to the revised estimate. If the Customer will not provide such consent, the Supplier will be excused from performing the Services and Deliverables in question to the extent the Supplier can demonstrate that the cost overrun could not reasonably have been foreseen at the time of provision of the original estimate. However, the Customer may require that the Supplier complete the provision of the Services and Deliverables against payment of the original fee estimate if and to the extent that the Supplier cannot reasonably prove to the Customer that the reason the Services and Deliverables cannot be completed within the fee estimate is not attributable to the default or negligence on the part of the Supplier in the delivery of the Services and Deliverables or the preparation of the estimate.

6.1.4 Application of resources. Unless and only to the extent it has been expressly agreed in writing that the Customer is responsible for the management of the Supplier's personnel, the Supplier will apply its resources in the manner most suitable to ensure that all requirements (including with respect to quality, quantity and delivery time) agreed with respect to the Services and Deliverables are achieved at a reasonable cost to the Customer, having due regard to the skills and competences required to perform the relevant Services and Deliverables. Notwithstanding the above, if, during the performance period, the NYU scientist shall cease to supervise NYU's portion of the project, then NYU shall promptly so notify LEGO and LEGO shall have the option to terminate this Agreement. LEGO shall promptly advise NYU in writing if LEGO so elects. Nothing herein contained shall be deemed to impose an obligation on NYU to find a replacement for the NYU scientist.

6.1.5 Expenses. The Customer will reimburse any such expenses, exclusive of VAT, which are reasonably and properly incurred by the Supplier without any mark-up by the Supplier, including travel, accommodation, out of pocket expenses, assignment related costs (such as visas and

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relocation management services). The Supplier will obtain written approval from the Customer before the Supplier incurs expenses in excess of the estimate. All other living expenses in addition to the above, including meals, entertainment etc. are included in the hourly rates or calculations based on salary and effort and will not be invoiced to the Customer, unless otherwise agreed.

6.1.6 Overtime. The Supplier will not be entitled to charge the Customer any overtime premiums.

7 Ordering of Services

Mode of ordering.

The Supplier will deliver the Services and Deliverables to the Customer pursuant to their mutually agreed arrangement. Regarding the scope of the Services and Deliverables, reference is made to Appendix 3 and sub-clause 4.2 above.

8 Payment and invoicing

Invoicing entities

The Supplier providing the Services and/or Deliverables will invoice either the Customer directly or the Customer Group Entity pursuant to any such mutually agreed arrangement between the Parties.

Invoice

- **Invoicing upon delivery.** The Supplier will invoice all fees incurred in accordance with the Customer's reasonable instructions not more often than monthly.
- **Contents of invoice.** The invoice will as a minimum include the information set out in Customer's invoicing requirements (which are the Customer's standard invoicing requirements as amended from time to time) and comply with applicable laws and regulations.
- **Address for invoicing:** Invoices shall be forwarded to: [LEGO System A/S, Accounts Payable, Aastvej 1, 7190 Billund, Denmark, CVR No. 47458714], or such other address instructed by Customer's Accounts Payable department from time to time. Notwithstanding the foregoing, invoices shall be issued to the Customer or Customer Group Entity legally ordering the Services and/or Deliverables.
- **Payment terms.** All undisputed invoices fall due and will be paid by the Customer or the Customer Group Entity not later than sixty (60) days from the date of its receipt of a valid, legally-compliant and correct invoice.
- **Non-payment if late invoicing.** All fees will be invoiced not later than one hundred twenty (120) days after performance of the Services in question. Where the Supplier fails to submit its invoice within the stated deadline, it will not be entitled to invoice the fees and the Customer will be under no obligation to make any payment in relation to the same to the extent that Customer is prejudiced by such delay.
- **The Customer's right to request electronic invoices.** At the Customer's request, the Supplier will submit electronic invoices in accordance with the guidelines issued by the Customer from time to time.

Taxes

- **Charges and taxes.** All Charges under this Agreement is exclusive of VAT or Similar Taxes except for any withholding tax applicable in the country with which the Customer Group Entity receiving the Services resides. If the compensation is subject to VAT or Similar Taxes in the Supplier and/or Customer Group Entity's country, Supplier and/or Customer Group Entity (respectively) shall pay and declare these amounts additionally in accordance with the applicable rules and regulations. If, based on applicable rules and regulations, (a) the Charges are subject to VAT or equivalent taxes; and (b) the Supplier is liable to pay such taxes to the applicable authorities, the Customer Group Entity shall only be liable to pay such taxes to the Supplier after receipt of a legally-compliant invoice in which such VAT (or equivalent tax) is properly charged and itemized.
- **In case of a Double Taxation Agreement or Treaty ("DTA") exists between the Supplier and the Customer Group Entity's country.**
 - Should the Charges referred to herein be subject to withholding taxes under the DTA concluded between the Supplier's country and Customer Group Entity's country, Customer Group Entity is allowed to deduct the maximum amount of withholding tax according to the applicable DTA from the Charges to the Supplier, provided that the requirements for a tax exemption or a tax reduction according to the applicable double tax treaty are met. It is the Supplier's responsibility that the formal requirements for a tax exemption as well as a tax reduction are met. Any applications, documents and certificates of residence must be provided and/or procured by the Supplier. Customer Group Entity shall support the Supplier during the process of tax exemption or tax reduction.
 - Should the Supplier fail to fulfil the formal requirements for a tax exemption or a tax reduction in proper time before payment from the Customer Group Entity, the Customer Group Entity shall deduct the amount of withholding tax required by the law of Customer Group Entity's country of residence and pay it to the tax authorities in the name and on behalf of the Supplier.

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- If an applicable DTA reduces but does not eliminate withholding tax, the Customer Group Entity shall deduct the reduced amount of withholding tax required by the law of Customer Group Entity's country of residence and remit the withholding tax to the tax authorities in the name and on behalf of the Supplier.
- Customer Group Entity will provide appropriate documentation, evidencing payment of said taxes, to the Supplier.
- **In case no DTA exists between Supplier's and Customer Group Entity's country.**
 - Should the Charges referred to herein be subject to withholding taxes Customer Group Entity shall deduct the amount of withholding tax required by the law of Customer Group Entity's country of residence and pay it to the tax authorities in the name and on behalf of the Supplier.
 - Subject to above Sections, each Party shall be responsible for and bear any and all other taxes, duties, surcharges, or other fees imposed by law on, or otherwise (in accordance with the applicable local law) for the account of such Party.
- **The Parties will co-operate to determine the Customer's tax liability.** The Customer and the Supplier agree to co-operate reasonably with the other to determine the Customer's tax liability on the Supplier's fees, including information on out of country delivery of Services and any exemption certificates relevant in that respect. Customer acknowledges that Supplier is a non-for-profit organization and consequently tax exempt for the purposes of this project.
- **The invoices will state the applicable taxes.** Each Party agrees that any invoices issued pursuant to the Agreement shall comply with applicable taxation laws and regulations. The Supplier's invoices will state applicable taxes owed by the applicable Customer Group Entity, if any, by tax jurisdiction.

Except as specified in this Section, each Party will be responsible for taxes imposed on or measured by a Party's net income, net profits, profits, revenues, gross receipts, franchise, capital, intangible, net worth, all real property and ad valorem taxes imposed by any governmental or taxing authority.

9 Insurance

9.1.1 The Supplier shall ensure that the amount of coverage under each types of insurance to be obtained by the Supplier under Article 14 of the General Terms and Conditions are at least:

1. Professional indemnity insurance

The amount of coverage shall be at least [ten million United States dollars (USD 10,000,000)] per occurrence or series of occurrences arising from the one event.]

9.1.2 Failure to to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement.]

10 Personnel

In addition to Article 16.13 of the General Terms and Conditions, the following shall also apply:

- 10.1.1 Qualifications and certifications. The Supplier shall ensure that its personnel are adequately trained, qualified and experienced and otherwise suitable for the performance of the Services in accordance with this Agreement.
- 10.1.2 Work and residence permits. The Supplier must ensure that its personnel and Sub-contractors have necessary work and residence permits at the place that the work takes place, and that the personnel have working conditions which are in accordance with Applicable Law.
- 10.1.3 Right to replace. The Customer may at any time upon written notice to the Supplier request that an employee of the Supplier engaged directly with the Customer's personnel in the provision of the Services is replaced by another employee with at least the same qualifications. Any such written notice will include the reason for such a request and the Supplier shall be given reasonable opportunity to resolve the matter at stake.
- 10.1.4 Responsibility for payment. The Supplier will be solely responsible for payment of all compensation owed to the Supplier's employees, as well as employment related taxes. The Supplier will maintain appropriate worker's compensation and general liability insurance and the Supplier will have in place all the relevant worker's permits or similar for its provision of the Services.

11 Intellectual property¹

The following clauses shall replace Art 8.1 –8.4 (Intellectual Property Rights) in the General Terms and Conditions:

- 11.1 Each Party shall retain ownership of and/or its interest in, as deemed appropriate, its Background Knowledge and associated Intellectual Property Rights (including but not limited to exclusive ownership to their trademarks). The Parties do not acquire any rights under this Agreement to the other Party's Background Knowledge, other than the limited rights specifically granted herein.
- 11.2 Each Party warrants and represents that the Party owns all right, title and interest in its Background Knowledge.

Professional Services Agreement



- 11.3 Subject to all limitations and obligations set forth in this Agreement, the Supplier hereby grants to LEGO a non-exclusive, transferable, irrevocable, royalty free, fully paid up, worldwide license to use, copy, modify and practice its interest in Background Knowledge provided by the Supplier hereunder as a Deliverable to the extent necessary for the completion of the Project and further implementations of the Purpose as explicitly set forth herein.
- 11.4 Subject to all limitations and obligations set forth in this Agreement, LEGO hereby grants to the Supplier a non-exclusive, transferable ~~such transfer to be subject to LEGO's prior written consent~~ royalty free, fully paid up, worldwide license to use, copy, modify and practice ~~LEGO's~~ Background Knowledge and Foreground Knowledge, to the extent necessary for the performance of the Agreement, and within the scope of the Project and the Purpose. Such license shall expire when the Project is completed, or when this Agreement is terminated, cf. clause 3.
- 11.5 Based on the rights granted by UNICEF to LEGO to share the report and data ~~generated from the Project's Phase 1, owned by UNICEF, of clause 4,~~ LEGO grants to the Supplier a non-exclusive, transferable ~~such transfer to be subject to LEGO's prior written consent~~ royalty free, fully paid up, worldwide license to use, copy and practice the ~~pre-existing data (from the Project's Phase 1) to the extent necessary for~~ the performance of the Agreement, and within the scope of the Project and the Purpose. Such license shall expire when the Project is completed, or when this Agreement is terminated, cf. clause 3.
- 11.6 The new data collected by the Supplier, cf sub-clause 4.2., shall be the sole and exclusive property of the Supplier. The Supplier shall grant to LEGO a non-exclusive, transferable, royalty free, fully paid up, worldwide license to use, copy, modify and practice the new data as collected by the Supplier and provided to LEGO in a Deliverable for non-commercial purposes, cf sub-clause 4.2.
- 11.7 The Design Methodology Report of sub-clause 4.2., and all associated Intellectual Property Rights become the property of UNICEF. The report shall be owned by UNICEF, but the participating universities and LEGO Group shall have a right to use the report for research publications and future research or other academic projects, which may involve third parties. To the extent necessary for the Supplier to comply with this sub-clause, LEGO is obliged to share, and Supplier is obliged to enter into, the communication plan, cf. sub-clause 4.2.6.
- 11.8 Licenses and sub-licenses granted from the Supplier to LEGO shall include the right for LEGO to assign, sub-license, and transfer the license ~~to any third party to the extent necessary for third parties' participation, provision of services or supply~~ regarding the Project or further the implementation of the Purpose as explicitly contained herein.
- 11.9 Nothing in this Agreement prevents LEGO from disclosing any concepts, procedures, tools or materials covered by the definition of Intellectual Property Rights, or the Licenses in this clause 11 to any third parties if such disclosure is made for (i) the purpose of procuring services or supplies from such third parties, or (ii) due diligence purposes in relation to a divestment of business activities or assets of an entity of LEGO and its affiliates, provided that such disclosure takes place under strict and customary confidentiality obligations.
- 11.10 The Supplier shall execute such documents that the Customer may reasonably require to perfect title in the Deliverables (including the Intellectual Property Rights therein).

12 Collaboration with other parties

In the event that LEGO determines to engage a third party to collaborate with the Parties with respect to the Project, the Supplier shall negotiate in good faith for a cooperation agreement with the third party/parties in question.

13 Publication

Subject to clause 14 regarding Confidentiality, any work results, whether done by one Party or jointly by the Parties, may only be published with the prior review of LEGO and UNICEF. LEGO and UNICEF shall have thirty (30) days to review a publication for any Confidential Information. Any Confidential Information of LEGO or UNICEF identified in the proposed publication shall be removed at the request of LEGO and UNICEF. Notwithstanding Section 8.5 of Appendix 7, NYU and its subawardees may, subject to any communication plan ref 11.7 invoked by LEGO on the supplier, reference LEGO as the sponsor of the Project and explain its role in the project in its academic publications resulting from the Project. Such communication plan shall not delay publication for greater than sixty (60) days following the conclusion of this project. Good faith efforts shall be made to execute a communication plan. The communication plan be mutually agreed to by the researchers and signed by the researchers. The failure to execute a communication plan shall not be a hindrance to publication.

14 Confidentiality

For the purpose of this clause 14, the "Disclosing Party" shall mean either of the Parties (including its affiliates), as applicable, disclosing Confidential Information, and the "Receiving Party" shall mean the other Party (and its affiliates), as applicable, receiving Confidential Information.

The Receiving Party shall keep in confidence and observe confidentiality with respect to all Confidential Information obtained from or relating to the Disclosing Party and shall not directly or indirectly disclose or otherwise make available such Confidential Information, whether in whole or in part, to any third party without the prior written approval by the Disclosing Party. The Supplier ~~may only use LEGO's Confidential Information~~ strictly necessary for the purposes of completing the Project. The Receiving Party shall undertake the aforementioned confidentiality obligations by exercising the degree of skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced contractor, or with the same degree of care as the Receiving Party exercises in regards to the Receiving Party's own Confidential Information of a similar nature, which ever degree is higher.

15 Reporting

The Supplier shall without undue delay annually inform LEGO in writing about all significant Foreground Knowledge concerning the tasks which the Supplier has been involved in.

The Supplier shall further provide (i) a brief report every 3 to 6 months, to be mutually agreed upon, by the individuals involved in the performance of the Project, including generated Foreground Knowledge relevant for the Purpose and the Project, and (ii) an overall final

Professional Services Agreement



report upon completion of the Project. Any written reports shall be sent to LEGO promptly after they have been finalized.

-



16 Special Terms and Conditions

Warranties

The **Supplier** represents and warrants that:

- a) At the time of executing this Agreement, it has adequate manpower and resources to complete and manage the Project
- b) Its personnel performing the research and the obligations of this Agreement are adequately trained, qualified, and experienced and otherwise suitable for the performance of this Agreement
- c) Its personnel have necessary work and residence permits at the place that the work takes place, and that the personnel have working conditions which are in accordance with applicable law.

Liability

The Parties shall not provide any guarantee and cannot be held liable if their performance in connection with the completion of the Project does not lead to a specific result. The Parties shall perform their tasks with the aim of completing the Project to the best of their ability and in accordance with best practices for scientific work.

A Party shall be liable for gross negligence or intentional neglect of its obligations under this Agreement.

The Parties shall be liable for the wrongful acts and omissions of their employees and for any risks associated with the Parties' performance in accordance with the general rules of Danish law.

Sections with Longer Duration

Regardless of the expiry or termination of the Agreement for any reason, all sections which (explicitly based on their contents) are assumed to apply after the ceasing of the Agreement, including relevant parts of sections 11 (Intellectual Property), 14 (Confidentiality) and 16.1-2 (Warranties and Liability) shall still apply. Except to the extent required by law, any obligations of confidentiality hereunder shall remain in place for five (5) years following the completion or termination of this Agreement.

Partnership

This Agreement does not in any way create a partnership, joint venture, agent relationship or relationship based on power of attorney or a legal person.

Agreement and modifications

This Agreement shall not be amended, modified, or altered in any way except by agreement identified as such that is dated after the Start Date and signed on behalf of each of the Parties by their respective duly authorized representatives or as otherwise explicitly permitted herein.

Severability

If any provision or part of a provision of the Agreement is held by any court of competent jurisdiction or, pursuant to any applicable law becomes invalid, illegal or unenforceable for any reason, such provision shall be severed from the Agreement and the remaining provisions shall continue in full force and effect as if the invalid, illegal or unenforceable provision or part of a provision had been eliminated from the Agreement. Furthermore, the Parties shall use reasonable efforts to replace the ineffective provision with a provision of fundamentally the same content, which, however, is legally valid, binding, and enforceable under the said law.

Data Protection

When used in this Agreement, data protection terms defined in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR") are to have the same meaning as in the GDPR.

Each Party warrants that each Party's processing of personal data is in compliance with all applicable data protection laws, regulations, and guidelines of the countries in which the research is conducted or that may otherwise be applicable.

As the Project entails handling of personal data to a large extent, and as LEGO is subject to European GDPR, the Parties shall enter into – and this Agreement is subject to the Parties entering into an agreement on joint controllership.

Compliance

16.1.1 The Parties shall comply with the following documents which form part of the Agreement:

The LEGO Group's "Responsible Business Principles" as amended from time to time and as provided upon request to LEGO ("Responsible Business Principles") (Appendix 4)

Professional Services Agreement



The LEGO Group Child Safeguarding Principles as amended from time to time and as provided upon request to LEGO ("Child Safeguarding Principles") (Appendix 5)

- 16.1.2 Each Party is committed to the highest standards of ethical conduct and declares to have policies, procedures, and systems to help maintain those standards.
- 16.1.3 Each Party (for itself and each of its affiliates that participates in this Project) confirms its commitments to financial probity, safeguarding of children and adults, preventing discrimination and preventing sexual abuse and exploitation. Each Party will ensure that it adopts and maintains appropriate policies to implement these commitments.
- 16.1.4 The Parties represents that neither of them, nor any of the Parties' affiliates is engaged in, whether directly or indirectly, (a) any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999) or (b) the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.
- 16.1.5 Each Party confirms that it and its affiliates will take all appropriate measures to prevent any of their respective personnel sexually exploiting or sexually abusing anyone, in particular children.
- 16.1.6 Each Party will promptly inform the other Party/Parties after it becomes aware of any material concerns or challenges, including in relation to the ethical standards mentioned under this clause, that would be reasonably likely to negatively impact their Project and the Parties' work together.

Environment, health and safety

The Supplier undertakes to comply with all applicable legislation when working in or visiting the premises of the Customer Group. The Supplier also undertakes to comply with the internal rules applicable for the Customer Group, however only to the extent that the Customer Group has informed the Supplier of such internal rules.

Necessary information

The Customer Group shall provide and submit any information and documentation that in the Supplier's reasonable discretion is deemed necessary in order for the Customer Group to receive the Services and Deliverables and for the Supplier to fulfil its obligations under this Agreement.

Governing law and jurisdiction

- 16.2 This Agreement is governed by and shall be interpreted in accordance with the laws of Denmark, disregarding the Danish choice of law rules.
- 16.3 Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, which cannot be settled amicably between the parties shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The Proceedings shall take place in Copenhagen and shall be in English.
 - 16.3.1 strict confidence any electronic files of the disclosing Party's Confidential Information, each of which are automatically saved pursuant to legal, regulatory or policy requirements."
 - 16.3.2 Subpart (b) of Section 7.9 of Appendix 7 is hereby deleted.
 - 16.3.3 Section 9.2 of Appendix 7 is hereby deleted and replaced with: "Supplier shall take reasonable steps consistent with the industry to minimize delays."
 - 16.3.4 With regard to Article 10 of Appendix 7, the Parties hereby agree that any conclusions, results or opinions expressed in the Deliverables shall not render or cause such Deliverable to be considered Defective.
 - 16.3.5 The first sentence of Section 12.1 of Appendix 7 shall be replaced with: "THE SUPPLIER'S LIMIT OF LIABILITY. SUBJECT TO ARTICLE 12.4, 12.5, 12.6, AND 12.7 THE SUPPLIER'S AGGREGATE LIABILITY PER CONTRACT YEAR SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL CHARGES PAID AND/OR PAYABLE BY THE CUSTOMER FOR THE TERM OF THE AGREEMENT. Subpart (c) of Section 12.5 of Appendix 7 is hereby deleted. The final two sentences of Section 12.7 of Appendix 7 are hereby deleted.
 - 16.3.6 Article 13 of Appendix 7 (and the relevant portion of its Appendix 2) is hereby deleted and replaced with the following: "13. Liability. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law."

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- 16.3.7 Section 14.1 of Appendix 7 and the associated portion of its Appendix 2 is hereby deleted. The second sentence of Section 14.2 of Appendix 7 is hereby deleted; NYU shall notify Customer within thirty (30) days should its insurance coverage materially be reduced. A certificate of insurance shall be provided upon written request by Customer. For Section 14.3 of Appendix 7 (and the relevant portion of its Appendix 2), the following shall be added: "or alternatively any sub-contractors, temporary or contract works, as the case may be, hired by the Supplier, shall have similar insurance requirements imposed upon them."
- 16.3.8 Section 15.4 of Appendix 7 is hereby deleted.
- 16.3.9 Section 16.11 of Appendix 7 is hereby deleted.
- 16.3.10 Section 16.15 of Appendix 7 is hereby deleted.
- 16.3.11 Subsection 16.21(a) of Appendix 7 is hereby deleted.
- 16.3.12 The following is added to Section 16.23 of Appendix 7: "The Parties agree to perform their obligations hereunder in accordance with all applicable laws and regulations, including those governing Export Controls. The Parties anticipate that the Research can be carried out without export controlled data or sensitive information, and that the Parties consider the work required by this agreement to be fundamental research. In the event that export controlled or sensitive information is required to be provided by one Party to the other, the Party providing the information will so inform the other Party in writing, directed to the other Party's authorized official prior to any such disclosure, and the disclosing Party shall not forward or provide any export controlled information to the receiving Party without the express written consent of the receiving Party."
- 16.3.13 Appendix 1 of Appendix 7 is hereby deleted.

17 Contact Information

Contract manager (primary contact for any notice or communication)

17.1.1 Customer

Name, title: Mathilde Heegaard Bausager

Telephone and e-mail: Mathilde.heegaard.bausager@LEGO.com

17.1.2 Supplier

Jason St. Germain, Senior Director, Office of Sponsored Programs

Telephone and e-mail:

18 Signature

I confirm I have read and agree to the terms and conditions that form this Agreement.

<p>Signed for and on behalf of LEGO System AS by:</p> <p>Signature..... <i>Paul Hartvig Nielsen</i> <i>John Hansen</i></p> <p>Name..... Paul Hartvig Nielsen John Hansen</p> <p>Title..... General Counsel SVP</p> <p>Date..... 11 November 2021 13 November 2021</p>	<p>Signed for and on behalf of the New York University by:</p> <p>Signature..... <i>Alex Samsky</i></p> <p>Name..... Alex Samsky</p> <p>Title..... Assistant Contract Officer, OSP</p> <p>Date..... 11 November 2021</p>
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Professional Services Agreement



Appendix 1 – Invoicing Requirements

The invoicing requirements of the LEGO Group are subject to both statutory and mandatory internal regulations. This requires that all suppliers to the LEGO Group shall ensure to have a purchase order ("PO") issued by the LEGO Group before initiation of a delivery. In the event such PO has not been issued, the supplier shall obtain a written confirmation from the LEGO Group that the order is approved.

To ensure an efficient handling in a compliant manner, all invoices and credit notes shall contain the following:

Mandatory information on all documents:

- Correct LEGO Group address (See appendix)
- Invoice date.
- Invoice number.
- PO number and PO line no.
- If a PO is not available, state requestor's user ID (e.g. DkSaJaSi), full name and cost center number.
- Supplier name and address.
- Supplier VAT-/UDST-/Tax identification number
- Tax amount
- Supplier Bank information
- A clear description of the goods and/or service(s) (incl. nature, volume and unit price, commodity code/specification and other relevant information).
- Information on whether the invoice is an instalment / down payment or credit note.

Additional requirements:

- Handwritten invoices are NOT accepted.
- The use of excessive colours or shading are not accepted.
- English is preferred language for all invoices, however, the language shall be subject to the governing language in the agreement if such has been entered, or subject to requirements by law.
- If delivery address differs from invoicing address, state delivery address on the invoice.
- Invoices shall always be forwarded to the LEGO Group as individual PDF (e-mail), XML or EDI.
- Where hard copy is required, only the original invoice is to be send to Accounts Payable / Finance Department, never send any invoice copies unless requested by the Accounts Payable Department..
- A credit invoice should include a reference to original invoice.

The LEGO Group reserves the right to reject any invoice that does not adhere to the above information, and penalty interest rates cannot be applied if above requirements are not fulfilled.

Local requirements:

EU:

- Service invoice shall include the text "Zero-rated" or a reference to the 6th VAT directive.
- It must be apparent from the invoice whether a special VAT regulation applies.
- Invoices to a LEGO entity in **Hungary** must include tax date and local currency.
- Original invoice is required to be send to the office address in **Hungary, Romania, Ukraine and Russia**.

APAC:

- Original invoice is required to be send to the office address in **China, Japan, Taiwan and Malaysia** (for Malaysia only if a softcopy in not send on e-mail)
- Specifically for **China** - All invoices to be stamped by vendors' company stamp
- For **Singapore & Malaysia** if the currency on the invoice is not SGD or MYR respectively, the GST amounts must be stated in SGD or MYR including below listed requirements
- **All invoices in APAC** requires:
 - The word "Tax Invoice" to be stated on the invoice
 - GST rate applicable
 - Total amount payable excluding GST
 - Total GST amount
 - Total amount payable including GST
 - Any discount offered
 - If invoice contains standard rated and non-taxable components (e.g. exempt zero-rated), the gross amounts of each type of supply must be separately stated

AMERICAS:

- Invoices & credit notes generated from Mexican suppliers to a LEGO entity in **Mexico** must be issued in a XML format in the version 3.3 and needs to be submitted in the LEGO Portal (Detecno).
- Original invoice is required to be send to the office address in **Brazil**

Professional Services Agreement



Appendix 2 – Travel Requirements

INTRODUCTION & PURPOSE	
<p>This Appendix 2 (Travel Requirements) provides principles on how external Consultants, Freelancers or other external business partners (herein referred to as "Supplier" for the purposes of this Appendix 2) should travel and accommodate, when travelling at Customer Group's expense. These Travel Requirements are based on The LEGO Group's Global Travel Policy. The purpose is to equate external Customers with the Customer Group's employees when travelling on behalf of the Customer Group.</p>	
SCOPE	
<p>These Travel Requirements apply on a global basis.</p>	
GENERAL GUIDELINES	
Conference calls, live meetings or video conferences	<ul style="list-style-type: none"> It is encouraged that the Supplier considers conference calls, live meetings or video conferences as an alternative to travel due to time, environmental and financial savings.
Approval	<ul style="list-style-type: none"> All travel activity at the Customer Group's expense must be pre-approved by the Customer Group manager engaging the Supplier.
Reservation Procedure	<ul style="list-style-type: none"> All travel requests and reservations are to be made and booked by the Supplier. The Supplier is expected to book air travel needs (14) days in advance if at all possible and limit the number of changes to the reservation to reduce airfare expenses for the Customer Group.
Payment	<ul style="list-style-type: none"> The Supplier pays all the expenses related to travel activity. Travel cost pre-approved by the Customer Group manager engaging the Supplier will be reimbursed based on actual documented cost. To be reimbursed a Purchase Order no. (PO) is required on the invoice from the Supplier.
AIR, TRAIN, SHIP, HOTEL AND GROUND TRANSPORTATION	
Airline Class of Service	<ul style="list-style-type: none"> The standard way of travelling is economy class
Class Upgrades	<ul style="list-style-type: none"> In general, upgrades are not allowed. However, upgrades are permitted at the expense of the Supplier or by using frequent flyer miles
Discounted and Non-refundable Tickets	<ul style="list-style-type: none"> It is encouraged to use discounted and non-refundable tickets if it fits the Supplier's travel needs. The Supplier must be aware, that various discounted tickets may also include several restrictions and penalties. In general, a discounted ticket is non-refundable.
Airline Selection/Frequent Flyer Programs	<ul style="list-style-type: none"> Any frequent flyer mileage earned can be retained by the traveller for personal use. Any speculation in accumulating mileage for own benefit, which creates additional costs for the Customer Group is prohibited.
Train and Ship Class of Service	<ul style="list-style-type: none"> The general class of service is coach/economy. Higher class must be pre-approved by the Customer Group manager.
Hotel	<ul style="list-style-type: none"> Travellers are entitled to stay in a single room with a private bath on regular floors. Preferred hotels, that the Customer Group has an agreement with, should be used whenever possible and a list will be provided upon request by the LEGO Global Travel Services. If the Supplier has own negotiated hotel rates they may be used, provided they are cheaper than the Customer Group's rates. The Supplier is always expected to choose the best economical solution.
GROUND TRANSPORTATION	
Rental Cars/Size	<ul style="list-style-type: none"> The authorized level for car rentals is a compact/small car. However, this may vary, depending on the Supplier's specific situation (e.g. number of people travelling together). If the Supplier has special needs, approval by LEGO Group manager engaging the Supplier is mandatory.
Refuelling	<ul style="list-style-type: none"> It is recommended to return the rental car with a full tank of gas to avoid expensive refuelling fees.
Travelling in Private Car	<ul style="list-style-type: none"> Whenever travel is carried out in private car the maximum cost that can be charged to the Customer Group Entity is based on the local mileage allowance
TRAVELLING IN RISK AREAS	
<p>The general policy of the Customer Group is to follow the official country specific warnings for all relevant destinations. If the Supplier feels uncertain about travelling to a particular destination, the Supplier shall discuss this with the Customer Group manager engaging the Supplier.</p>	

Professional Services Agreement



Appendix 3 – Statement of Work (SOW)

Introduction		
<ul style="list-style-type: none"> This Statement of Work shall be governed by the Professional Services Agreement dated 01.01.2021 (hereinafter the "Agreement") entered into between Customer and the Supplier. All terms in this Statement of Work shall be construed and interpreted in accordance with the Agreement. The terms and conditions provided in this Statement of Work applies to the scope of Services and Deliverables stated within this Statement of Work only. In the event of any inconsistency between this Statement of Work and the Agreement, the terms of this Statement of Work shall apply insofar as they relate to the engagement described in this Statement of Work. 		
Description OF SCOPE and price of Services and Deliverables		
<p>Scope</p> <p>Project RITEC</p> <p>CREATE lab scope of work (NYU and CUNY GC collaboration)</p> <p>Project Year 1</p> <p>[REDACTED] Wellbeing framework)</p> <p>[REDACTED], ensuring and supporting transition and continuity from phase 1 to phase 2, to have phase 2 research build on phase 1 outputs</p> <ul style="list-style-type: none"> select game candidates for phase 2 research facilitating playtesting research with up to 3 games to determine which games should be used for follow-up research <p>Project Year 2</p> <ul style="list-style-type: none"> facilitating playtesting research with up to 3 additional games to determine which games should be used for follow-up research report on playtesting research, share and reflect on findings with other project partners to ensure coordination and continuity between the research strands <p>[REDACTED], ensuring that the outputs from the other phase 2 research strands are taken into account and integrated where relevant</p> <ul style="list-style-type: none"> reporting to the LEGO Group on preliminary findings from phase 2 at the end of 2022 <p>Project Year 3</p> <p>[REDACTED] additional game</p> <ul style="list-style-type: none"> data analysis, report, recommendations for experimental research contribute to the cross-analysis of phase 2 research findings and to the further development of the RITEC wellbeing framework and final report. support the LEGO Group and UNICEF in their dissemination of the findings from the RITEC project. <p>Price</p> <p>See attached budget.</p>		
<p>Description of Deliverables</p> <ul style="list-style-type: none"> selection of game candidates for playtesting research (based on Wellbeing Framework): November 30, 2021 Playtesting research report: Due May 30, 2022 Experiment research report: Due November 30, 2023 <p>Note. All delivery dates are subject to change based on date of receipt of final wellbeing framework</p>		
Delivery Dates		
Services	Deliverables	Delivery date(s)
Selection of game candidates based on Wellbeing Framework	List of game candidates	November 30, 2021 (based on November 1, 2021 delivery of Wellbeing Framework)
Playtesting research report	Report	May 30, 2022

Preliminary Experimental Research Report	Report	December 31, 2022
Experiment research report	Report	November 30, 2023
Price model	Fixed fee <input checked="" type="checkbox"/>	
	Time and material fee <input type="checkbox"/>	
Charges (fixed price or estimate agreed)	See below.	
Payment plan and Milestone plan (if applicable)	Payment Plan Instalment 1 - Due upon signing of contract: \$110,523 Instalment 2 - Due upon delivery of Report on Playtesting: \$184,206 Instalment 3 - Due upon delivery of Preliminary Experimental Research Report: \$368,412 Instalment 4 - Due upon delivery of Final Report on Experimental Research: \$73,682 Funds for international research partners for experimental research are not included in this schedule.	
Delivery		
Place	Delivered at place	
CONTACT INFORMATION		
Contacts	Professor Jan L. Plass, Director, NYU CREATE: jan.plass@nyu.edu	
signature		
I confirm I have read and agree to the terms and conditions that form this Agreement. The undersigned, as the legal representative or the duly authorized person, on behalf of the relevant Party confirms such Party has read and agreed to the terms and conditions that form this Agreement.		
Signed for and on behalf of LEGO System A/S by: Signature..... <i>Poul Hartvig Nielsen John Hansen</i> Name..... Poul Hartvig Nielsen John Hansen Title..... General Counsel SVP Date..... 11 November 2021 13 November 2021		Signed for and on behalf of the New York University by: Signature..... <i>Alex Samsky</i> Name..... Alex Samsky Title..... Assistant Contract Officer, OSP Date..... 11 November 2021

The LEGO Group

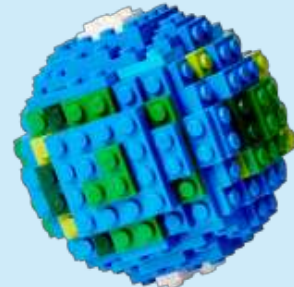
Responsible Business Principles



People



Children



Environment



Introduction and Summary

At The LEGO Group, we want to be responsible towards **children, people and the environment** and to have a positive impact on society and the planet our children will inherit. This is embedded in our [values](#), our [Policy Framework](#) and our long-term commitment to the [UN Global Compact](#), the [UN Guiding Principles on Business and Human Rights](#), the [Child Rights and Business Principles](#) and the [Sustainable Development Goals](#).

Our aim is to ensure the rights and well-being of anyone involved in the production of LEGO® products and to protect the environment for future generations. We also strive to safeguard the best interests of the child, by for example, encouraging family friendly workplaces wherever possible.

We seek to work with suppliers who share our ambition and commitment and who agree to work with us in a transparent way. In keeping with the LEGO motto '**Only the Best is Good Enough**', our intention is to build long term relationships with suppliers and to reward those who strive for best practice. Not only is this the right thing to do, it makes good business sense as part of our efforts to build a sustainable and compliant business and a resilient supply chain.

The **LEGO Group Responsible Business Principles** set out our expectations for our own production sites, suppliers and partners. There are 12 Principles, relating to **ethics, people, children** and the **environment**.



Ethics

Transparency & Integrity

1. Business is conducted with transparency and Integrity



People

Worker Rights & Well-being

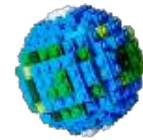
2. Work is voluntary
3. Workers are treated equally and with respect
4. Workers have the right to freedom of association, expression and access to grievance mechanisms
5. Employment practices and relationships are clearly documented
6. Working hours are reasonable
7. Workers are paid fair wages
8. Vulnerable workers are protected
9. Workers' health and safety is protected



Children

Child Safeguarding & Family Friendly Workplaces

10. Child labor is prohibited
11. Work places are family friendly



Environment

Caring for the Environment

12. Business is conducted in a way that minimizes environmental impact and embraces sustainability



For each Principle, there are two levels of performance:

- **Responsibility Foundations:** Minimum requirements based on national laws, international standards and applicable UN and ILO Conventions. Where these set a higher standard than is required by applicable law, the more stringent standard applies
- **Best Practice Benchmarks:** Targets that we aspire to in our own facilities and encourage all suppliers to work towards. These may go beyond legal responsibility and/or international standards.

Application

We expect all suppliers and partners to act in a manner consistent with the LEGO Group Responsible Business Principles. However, they specifically apply to our own LEGO® production sites and:

- Our contracted suppliers of materials, components and packaging for LEGO products
- Licensing Partners and their manufacturers who produce LEGO branded merchandise
- Any sub-suppliers providing or processing a major part of a LEGO branded product or any component carrying a LEGO ID
- Selected indirect suppliers (i.e. suppliers of goods or services not for resale by us).

These Principles should be read in conjunction with supplementary [policies](#) and [guidelines](#) on specific product areas or topics.

The above suppliers and partners are responsible for ensuring compliance with all **Responsibility Foundations** in their own operations. They are also responsible for conducting appropriate due diligence within their own supply chains and applying the **Responsibility Foundations** or comparable standards, with a focus on areas identified as high risk.

Suppliers of metal or electronic components for LEGO® products are also required to comply with the [the LEGO Group Policy Statement on Conflict Minerals](#). Suppliers and partners must inform and get prior approval from the LEGO Group for any factory, sub-contractor or sub-supplier, including labour agencies, used for production of LEGO products or branded merchandise.

Managing Performance

Suppliers must have management systems in place, appropriate to the size and sector of the business, to manage compliance with the **Responsibility Foundations** and to advance towards the Best Practice Benchmarks where possible. This should include clear management accountabilities, policies and due diligence procedures, training, communication and review mechanisms (e.g. internal audits) to ensure compliance and continuous improvement. A senior management representative should be accountable for overall compliance. Suppliers must make workers aware of the LEGO Group Responsible Business Principles or comparable standards and train their managers and supervisors on how to meet them.

Performance Evaluation & Remediation

Suppliers must be able to demonstrate that they are applying these principles on a daily basis. The LEGO Group, or its representative, will regularly carry out assessments (announced, semi-announced or un-announced) of suppliers, subcontractors and sub-suppliers and/or request submission of performance data. This includes regular auditing of sub-suppliers that provide or process a major part of a LEGO branded product or any component carrying a LEGO ID.

We have zero tolerance towards suppliers who intentionally mislead us or any of our representatives

and such actions can result in termination of the business relationship. During assessments, suppliers are required to be cooperative and provide full access to work areas, records, workers, housing and childcare facilities where applicable. If we identify a non-compliance with our **Responsibility Foundations**, we expect the supplier to develop an action plan to address it. We will also evaluate progress towards Best Practice benchmarks and take this into consideration in our business decisions.

We recognize that some issues are difficult to resolve and so encourage suppliers to share their challenges with us in a transparent way. **Our intention is always to support suppliers that show genuine commitment to improve.**

However, if a supplier demonstrates continued failure to implement agreed corrective actions, or if non-compliances are of a grave character, the LEGO Group holds the right to terminate the business relationship immediately without penalty. The LEGO Group reserves the right to disclose names and addresses of suppliers and production sites. We also encourage anyone to report violations of the **Responsibility Foundations** to us. Reports can be submitted confidentially and anonymously and without fear of retaliation to responsibility@LEGO.com.

Acceptance

We hereby acknowledge receipt of the **LEGO Group Responsible Business Principles**. We agree to comply with the **Responsibility Foundations** requirements and to make commercially reasonable efforts to implement **Best Practice Benchmarks** wherever possible. We agree to be evaluated on our performance related to the LEGO Group Responsible Business Principles.

Name

Date

Company



Ethics: Transparency & Integrity

Our approach is based on the [UN Convention Against Corruption](#), the [UK Bribery Act](#) and other internationally applicable laws.

The LEGO Group expects business to be conducted lawfully and with a commitment to transparency. We have a zero-tolerance approach to bribery and corruption.

1



Responsibility Foundations

- 11 Full access to production sites is granted to the LEGO Group and its representatives at all times.
- 12 Any sub-contractor or sub-supplier involved in the production of LEGO® products or components is disclosed and approved by the LEGO Group prior to use.
- 13 Misleading, or putting pressure on others to mislead, the LEGO Group or any of its representatives to obtain or retain business or a business advantage is unacceptable and can result in the LEGO Group terminating the contract and/or taking legal action. This includes providing falsified payroll or time records and coaching workers to influence worker interviews.
- 14 All applicable national laws and other applicable laws, including anti-bribery and anti-corruption laws, are adhered to at all times.
- 15 Policies and procedures to prevent bribery and corruption are established and reviewed regularly to ensure they operate effectively.
- 16 Bribes in any form, or facilitation payments, are not offered, promised, given, requested, agreed to receive or accepted.

- 17 The exchange of gifts, hospitality and entertainment between suppliers and LEGO Group employees must not have – or be perceived to have – undue influence on business decisions and must be in line with the LEGO Group policies.*
- 18 Confidential and/or business critical information shared by the LEGO Group is safeguarded.
- 19 Situations that involve or appear to create a conflict between personal interests and the interests of the LEGO Group are avoided. If they occur, they must be raised immediately to the LEGO Group.

Best practice benchmarks

- 110 All managers involved in business transactions are trained in anti-corruption policies.
- 111 Grievance mechanisms are in place for suppliers and their sub-contractors to raise concerns confidentially and anonymously.
- 112 An open and transparent approach is cultivated with customers and suppliers to share challenges, learnings and best practices.

* If in any doubt, please seek advice from your LEGO Group contact person. LEGO Group employees are required to reject any non-compliant gift, hospitality or entertainment.



People: Workers Rights & Well-being

Our approach and definition is derived from the [Universal Declaration of Human Rights](#), the [International Labour Organisation's Fundamental Principles and Rights at Work](#), the [UN Guiding Principles on Business and Human Rights](#), the [UN Convention of the Rights of the Child](#), [The Children's Rights and Business Principles](#) and other applicable UN and ILO conventions.

The LEGO Group applies the principle that businesses have a responsibility to respect human rights and to avoid complicity in human rights abuses. We expect the health, safety and well-being of workers to be protected at all times and for workers to be treated equally and with respect.

2 Work is voluntary¹



Responsibility Foundations

- 21 All forms of modern slavery or forced labour are prohibited. Forced labour is defined as any situation where workers are forced to work against their will or under pressure from a threat of punishment.
- 22 Bonded or prison labour is prohibited.
- 23 Freedom of movement is not restricted, including movement in canteens, during breaks, using toilets, accessing water or necessary medical attention. Workers are allowed to leave the premises after shift end.
- 24 Guards are only posted for normal security reasons to protect employees and company property. If workplace entrances are locked or guarded to prevent non-employee access, workers may still exit freely at all times.
- 25 Overtime is voluntary.
- 26 Workers may terminate their employment contract in line with local law or contractual terms.
- 27 Workers are not required to deposit passports, identity papers, work permits, travel documents and other personal legal documents at their place of work as a condition of employment.

- 28 Workers are not required to pay any form of recruitment fee or deposit to suppliers or agents to gain employment. In cases where a fee has been paid, the supplier must promptly reimburse the worker.
- 29 Workers are not required or pressurised to live in employer-owned or controlled residences as a condition of employment.

Best Practice Benchmarks

- 210 Training is provided for line managers on modern slavery risks, particularly in relation to temporary or seasonal workers.
- 211 Due diligence processes are in place for sourcing of raw materials and components to ensure that they are not associated with forced labour or modern slavery.
- 212 Contracts should specify notice periods and the recommended notice periods should be at least the interval between payments to the worker.

¹ Based on ILO Conventions 100, 111, 158, 159; ILO Recommendations 90, 111, 168; Universal Declaration of Human Rights; UN Guiding Principles on Business and Human Rights.



3



Responsibility Foundations

- 3.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement on the grounds of gender, marital or parental status, pregnancy, race, colour, age, sexual orientation, religion, political opinion, union membership, function as worker representative, nationality, ethnic origin, disease or disability.
- 3.2 Workers are not subjected to mandatory health tests (e.g. HIV/AIDS) that have no relevance to the job function. Compulsory pregnancy testing is not allowed.
- 3.3 All workers are treated with respect and dignity. Workers must not be subjected to bullying, intimidation, violence, corporal punishment or physical, sexual, psychological and verbal harassment or abuse.
- 3.4 All security practices are gender appropriate and non-intrusive. Body searches are only carried out if permitted by law and with legitimate reason and by a person of the same sex.
- 3.5 Disciplinary procedures are clearly documented and explained to workers, with accurate records kept of disciplinary actions.

Best Practice Benchmarks

- 3.6 All managers involved in hiring, compensation, training, promotion, disciplining and termination of workers are trained in equal opportunities and non-discrimination.
- 3.7 Workers and managers are trained on their rights and responsibilities and encouraged to report any harassment, abuse and other forms of intimidation.
- 3.8 A system is in place to discipline supervisors, managers or workers who engage in any physical, sexual, psychological or verbal violence, harassment or abuse and to support any workers affected by such behaviour.
- 3.9 Reasonable measures are taken to accommodate workers with chronic illnesses, including HIV/AIDS-related illnesses, such as the provision of special equipment, time-off for medical appointments, flexible sick leave, part-time work and return-to-work arrangements.
- 3.10 Worker dialogue, surveys or other means of assessment are carried out, involving independent third parties (e.g. non-governmental organisations, audit firms) to understand worker perceptions of their treatment.

² Based on ILO Conventions 100, 111, 158, 159; ILO Recommendations 90, 111, 168; Universal Declaration of Human Rights; UN Guiding Principles on Business and Human Rights.



4



Responsibility Foundations

- 4.1 Workers have the right to form or join trade unions and take part in union activity, select their own representatives and to bargain collectively without interference, obstruction, influence or sanctions from employers.
- 4.2 Alternative forms of worker representation are supported where the right to form unions is restricted by law.
- 4.3 Worker representatives have access to the workplace and are able to carry out their representative functions.
- 4.4 Worker representatives are elected in a fair and transparent manner and are not subject to discrimination.
- 4.5 Workers are free to report any grievances with their working conditions without fear of retaliation.
- 4.6 Employers have a clear and transparent system for workers to provide input to management (e.g. regular and documented worker committee meetings).
- 4.7 A grievance mechanism is in place appropriate to the size and sector of the business. This should be widely communicated and accessible to all workers (including temporary workers) and managed in a confidential, unbiased, timely and transparent manner.

4.8 Workers are made aware of the requirements of the LEGO Group **Responsible Business Principles** and/or comparable codes, through appropriate communication and training.

4.9 Workers may notify the LEGO Group or its representatives of any violations of **the Responsibility Foundations** at any point, including during monitoring visits and/or by using email responsibility@LEGO.com without fear of retribution.

Best Practice Benchmarks

- 4.10 Regular, genuine and constructive communication is established between management and trade unions and/or worker representatives to ensure an effective dialogue.
- 4.11 Workers and managers are trained on the policy and procedures for the handling of grievances, complaints and suggestions.
- 4.12 Worker dialogue, worker surveys or other means of assessment are carried out, in conjunction with an independent third party (e.g. non-governmental organisations, audit firms) to assess if grievance mechanisms are effective.

³ Based on ILO Conventions 87, 98, 135, 154; ILO Recommendations 135,143; Universal Declaration of Human Rights; UN Guiding Principles on Business and Human Rights.



5



Responsibility Foundations

- 51 All workers are provided with a written contract, in a language understandable to them, outlining the terms of employment including work hours, salary, benefits and payment conditions.
- 52 All workers on the premises are registered and have the right to work legally. Records relating to the **'right to work'** are maintained (e.g. work permits).
- 53 Excessive use of fixed-term contracts, casual or agency workers or sub-contracting for the purpose of avoiding obligations under labour or social security regulations is avoided.
- 54 Disciplinary rules and procedures are documented with transparent and fair escalation processes. Written records are kept of all disciplinary actions.

Best Practice Benchmarks

- 55 Agency or temporary workers should not routinely represent more than 30% of the overall workforce.
- 56 Employment policies, practices and records are clearly documented and maintained covering all aspects of employment from recruitment, hiring and probation through to termination processes.
- 57 Training is provided to new workers at the time of hiring, covering at minimum employment policies, compensation, health & safety and industrial relations including the right to freedom of association. Training is updated on a regular basis.
- 58 Policies and procedures are in place for the on-going training of workers to develop their skills and careers.

⁴ Based on ILO Conventions 122,158, 175; ILO Recommendations 166, 182; Universal Declaration of Human Rights; UN Guiding Principles on Business and Human Rights.



6



Responsibility Foundations

- 6.1 A transparent, accurate and reliable system to record working hours, overtime and leave is in place.
- 6.2 Complete time attendance records for each employee are maintained for at least 12 months, or longer if required by law.
- 6.3 Standard working hours by contract are in line with local law or collective bargaining agreement, and not more than 48 hours in a week excluding overtime.
- 6.4 Workers have at least one day (24 consecutive hours) off within every seven day period or two days in every 14 days if allowed by local law.
- 6.5 Workers must have at least 10 hours consecutive rest in every 24 hours.
- 6.6 Employers do not impose any undue restriction on workers use of leave, including annual or parental, as defined by local law or contractually agreed.

- 6.7 Workers are provided with all official public holidays as required by local law, or a day in lieu.
- 6.8 Facilities have systems in place to manage weekly working hours within reasonable limits and to progressively limit working hours to 60 hours in any seven day period.

Best Practice Benchmarks

- 6.9 Working hours, including overtime, do not exceed 60 hours in any seven day period and are ideally lower.
- 6.10 Working hours are reduced without any reduction in 'take home' pay of the workers through productivity improvements and other initiatives.
- 6.11 Workers are consulted on any changes to working hours.

⁵ Based on ILO Conventions 1, 14, 30, 160; Universal Declaration of Human Rights; UN Guiding Principles on Business and Human Rights.



7



Responsibility Foundations

- 71 A transparent, accurate and reliable system to calculate and record wages is in place.
- 72 Workers receive wages and benefits for a standard working week, after deductions, that meet at minimum the national legal level or collective bargaining agreement, whichever is higher.
- 73 Wages are sufficient to cover food and housing expenses and other basic needs for the worker and his or her entitled dependants and provide some discretionary income.
- 74 Overtime hours are compensated at a premium rate of no less than 1.25 times the normal amount of compensation per hour or more if dictated by national law.
- 75 Wages, including overtime payment, are paid in full directly to the worker, at least on a monthly basis.
- 76 Workers are provided with payslips in a language understood by the worker, clearly summarizing all relevant wage information, including regular and overtime pay, bonuses, deductions and final pay.
- 77 All benefits, such as pension and leave provisions required by local laws and regulations are provided, including annual leave, sick leave and parental leave when applicable.

- 78 Monetary fines or deductions in compensation as a means of disciplinary measures can only be conducted if permitted by national law and agreed by the applicable collective bargaining agreement.
- 79 Monetary deductions related to work performance are prohibited.
- 710 Any services offered to workers (e.g. housing or canteen meals) above the requirements of local law must be optional, and the cost must be accurate, reasonable and shall not exceed the cost of the service to employers.

Best Practice Benchmarks

- 711 A compensation system that categorises workers according to skills, qualification and job function is established and reflected in wage and other benefits given to workers.
- 712 Policies and procedures to ensure equal pay for equal work are established and reviewed regularly to ensure they operate effectively.
- 713 Assessments are carried out, ideally using independent third parties (e.g. non-governmental organisations, specialist audit firms), to assess if compensation meets workers' basic needs and is perceived as fair.

⁶ Based on ILO Conventions 26, 95, 117, 131, 132, 183; ILO Recommendations 135; Universal Declaration of Human Rights; UN Guiding Principles on Business and Human Rights.



8



Responsibility Foundations

- 8.1 All legal obligations and limitations regarding recruitment and employment of young workers, below the age of 18, are adhered to.
- 8.2 Workers below 18 years of age are protected from any hazardous work, night shifts or any kind of work that may negatively impact their health, safety or well-being.
- 8.3 Vulnerable workers, including temporary workers, agency workers, home workers, migrant workers and pregnant workers, who may be subject to less protection under national law, are provided with equal benefits and opportunities as other workers.
- 8.4 Factory managers are responsible for ensuring the **Responsibility Foundations** are applied to all workers on their site whether they are directly employed or engaged through an agency.

- 8.5 Where agency or migrant workers are hired, processes must be in place to ensure that workers do not pay recruitment fees to gain employment. In cases where a fee was collected, the worker must be promptly reimbursed by the supplier.
- 8.6 All workers on the premises, including agency workers, must be documented and have the right to work legally with records of the proof maintained.

Best Practice Benchmarks

- 8.7 Where agency workers are used, there is a clear written agreement with the agency to safeguard the rights and welfare of workers covering health and safety, employment terms, compensation and equal opportunities. Compliance with this agreement is monitored regularly.

⁷ Based on ILO Conventions 79, 90, 138, 143; ILO Recommendations 146; UN Convention of the Rights of the Child; The Children's Rights and Business Principles.



9



Responsibility Foundations

- 9.1 A safe and healthy environment is provided, covering all production areas as well as kitchens, canteens, housing and recreational areas, in compliance with national laws and regulations.
- 9.2 Management systems are in place to protect the health and safety of workers with responsibility assigned to a management representative.
- 9.3 Health and safety committees, appropriate to the size of the facility, are in place with participation from workers.
- 9.4 Risk assessments are conducted to identify dangers and work-related hazards.
- 9.5 Accidents and injuries at the workplace are recorded.
- 9.6 Workers are trained in occupational health and safety, fire safety and, if applicable, waste and chemical management.
- 9.7 Strength, stability and safe use of buildings is demonstrated by appropriate legal permits and certifications.
- 9.8 Workers are not exposed to unsafe electrical installations, hazardous machines, equipment and chemicals or other dangerous substances.
- 9.9 The work environment is equipped with sufficient light, heating, and ventilation to moderate temperature and ensure air quality.
- 9.10 Workers are provided, at no cost, with relevant personal protective equipment, covering all work processes and trained in their use.

- 9.11 Chemicals are handled, transported and stored safely.
- 9.12 Machinery is inspected regularly to ensure safety and is equipped with safety devices. There are clear instructions or warning signs in a language understood by all workers.
- 9.13 Fire safety is ensured through prevention of fire hazards, regular fire drills and fire safety training for all workers. Further details of fire safety standards are at Appendix A.
- 9.14 First aid facilities are readily available and first aid trained staff are on site at all times.
- 9.15 Workers have access to clean drinking water, adequate toilet and washing facilities which respect worker dignity (e.g. doors, cleanliness) and, if applicable, to clean facilities for food preparation and storage.
- 9.16 Housing and childcare services, where provided, are separate from the production area and subject to all above requirements. Housing meets the basic needs of workers, including reasonable personal space, secure storage for personal belongings and adequate water, sanitation and hygiene standards.

Best Practice Benchmarks

- 9.17 Policies and procedures to promote long term health and safety of workers are established and reviewed regularly to assess if they are effective.
- 9.18 Worker dialogue, surveys or other types of assessments are regularly carried out to identify risks and assess workers' perception of their health and safety.

⁸ Based on ILO Conventions 148, 155, 170; ILO Recommendations 164, 190; Universal Declaration of Human Rights; UN Guiding Principles on Business and Human Rights.



Children: Child Safeguarding & Family Friendly Workplaces

Our approach is based on the [Universal Declaration of Human Rights](#), UN Guiding Principles on Business and Human Rights, the [UN Convention of the Rights of the Child](#), [The Children’s Rights and Business Principles](#) and other applicable UN and ILO conventions.

The LEGO Group adheres to the principle that no child should be harmed by any business operation, either directly or indirectly. Child labour in any form is prohibited. Yet we want to go beyond this to have a positive impact on children. By supporting families, parents and carers in the workplace, we can have a positive impact on child development, particularly in the early years, while also promoting worker retention and loyalty.

10 Child labour is prohibited⁹



Responsibility Foundations

- 101 Child labour in any form – employed directly or indirectly – is prohibited.
- 102 The minimum age of workers is not less than the age of completing of compulsory schooling and, in any case, not less than 15 years.¹⁰
- 103 Age verification checks are carried out for all workers and evidence is documented.
- 104 If a child is found to be working directly or indirectly for the supplier, the LEGO Group must be informed immediately, and a remediation plan developed in consultation with the child’s parents or guardian and the child it concerns. The plan must prioritise the

best interests of the child and enable the child to attend education until no longer a child. The employer must participate and contribute financially to the development and implementation of the remediation plan. The plan should include compensation for the child’s family for lost income, as a minimum, at the local minimum wage. The LEGO Group reserves the right to involve local or international organisations to ensure proper remediation.

Best Practice Benchmarks

- 105 Employers actively engage with governments, civil society organisations and local communities to address the root causes of child labour (e.g. access to quality education).

⁹ Based on ILO Conventions 33, 138, 182; ILO Recommendations 146, 190; UN Convention of the Rights of the Child; The Children’s Rights and Business Principles 1, 2, 10.
¹⁰ Or 14 years where established by local law in accordance with the ILO developing-country exception.



11



Responsibility Foundations

- 11.1 Annual and parental leave (e.g. maternity, paternity) is provided in accordance with local law.
- 11.2 The health and safety of pregnant workers is protected in accordance with legal requirements (e.g. through adjustment of work function to avoid exposure to hazards or ceasing night work).
- 11.3 Pregnant women and mothers are treated equally and without discrimination. Compulsory pregnancy testing is not allowed.
- 11.4 Wages are sufficient to cover food and housing expenses and other basic needs for the worker and his or her dependents and to provide some discretionary income.
- 11.5 Children do not have access to production areas, unless accompanied by responsible adults as part of an organised event such as a supervised tour.

Best Practice Benchmarks

- 11.6 Workers have a minimum of three weeks of annual paid leave and at least 14 weeks of paid maternity leave.
- 11.7 Special provisions are made to support the health and well-being of pregnant workers, going beyond minimum legal requirements if relevant (e.g. access to healthcare and nutrition advice, flexible working hours).

- 11.8 Special provisions are made to support the health and well-being of breast-feeding women and their children, including attention to working conditions, breast-feeding facilities and paid breast-feeding breaks.
- 11.9 Migrant workers are supported in maintaining contact with any children that are living separately from them.
- 11.10 Where accommodation is provided, family living spaces are made available to enable families to be together. The accommodation is safe and suitable for resident children.
- 11.11 Adequate childcare facilities for working parents are provided where appropriate (e.g. if not available locally) to support worker retention and family well-being. Childcare facilities should be accessible, affordable and sufficiently equipped and staffed to promote early childhood development.
- 11.12 Community initiatives to support family well-being (e.g. childcare facilities, educational provision, health care, access to clean water) are supported so that families of workers have access to basic facilities.
- 11.13 Worker dialogue, surveys or other assessments are carried out to understand the challenges facing working families.

¹¹ Based on ILO Conventions 183; ILO Recommendations 191; UN Convention of the Rights of the Child; The Children's Rights and Business Principles 1, 3, 4, 10.



Environment: Caring for the Environment

Our approach based on the UN Global Compact and the Sustainable Development Goals as well as other applicable laws and industry standards. The LEGO Group is committed to protecting the planet that our children will inherit. We also believe that upholding good environmental performance sets the stage for long-term business success.

We therefore go beyond legal compliance in our own production sites and encourage suppliers and partners to do the same. This includes a commitment to address climate change by investing in renewable energy and reducing our own emissions and in collaboration with suppliers.

12



Responsibility Foundations

- 121** All national and local environmental protection laws and regulations are complied with and necessary environmental permits are maintained.
- 122** Environmental management systems are in place to monitor impacts (including energy, water use and waste) and to prevent, minimize and remedy any adverse environmental impacts of business operations and products.
- 123** Chemicals are stored, handled, transported, used and disposed of in an environmentally safe way and comply with the Safety Data Sheet (SDS) of each chemical product.
- 124** Hazardous and general wastes are separated and are appropriately stored, handled, transported and disposed of, where applicable, by an authorized company or licensed receiver.
- 125** Air emissions are treated prior to discharge proven by air emissions tests that meet all national and local emission standards.
- 126** Wastewater is treated prior to discharge proven by wastewater tests that meet all national and local standards.

¹⁴ As defined by CITES and the IUCN red list.

¹² Based on Rio Declaration on Environment and Development; UN Sustainable Development Goals; The Children's Rights and Business Principles 7.
¹³ As defined in the Science Based Targets Initiative. <http://sciencebasedtargets.org>

Best Practice Benchmarks LEGO Group Responsible Business Principles

- 12.7** Targets are set for reductions in energy and water use, waste and emissions to the environment. These are inline with climate science where relevant.¹³ Performance is measured and disclosed in a transparent manner to the LEGO Group, upon request.
- 12.8** Renewable energy is used wherever possible.
- 12.9** Virgin raw materials are avoided where possible with a shift towards the use of sustainable materials. Materials are re-used and recycled wherever possible.
- 12.10** Actions are taken to eliminate hazardous substances from supply chains. Where their use is unavoidable, accurate records are kept of their use and management.
- 12.11** Reasonable efforts are made to ensure that business operations, products or purchasing decisions do not have adverse impacts on vulnerable ecosystems or endangered species.¹⁴
- 12.12** The use of any substances that have an impact on global warming (e.g. HFCs, chlorine, etc.) is avoided wherever possible. Where their use is unavoidable, accurate records are kept of any leakage and servicing schedules.
- 12.13** Systematic reviews of environmental management systems are carried out to assess their effectiveness.

Appendix A

Fire safety requirements

The LEGO Group expects fire safety provisions to be in place at all times. Specific requirements are:

- A1** Appropriate and accessible fire safety equipment made available and regularly inspected.
- A2** Appropriate systems to ensure electrical safety.
- A3** Evacuation routes that are clearly marked and un-obstructed.
- A4** Clearly marked emergency exits that open outwards.
- A5** Two independent emergency exits per working area, except where one exit is allowed by local law.
- A6** Regular training on fire safety for all workers.
- A7** Independent and functioning emergency fire alarms, including visual fire alarms in noisy environments, which are regularly tested (at least every 12 months).
- A8** Regular fire drills for all shifts are carried out at least every 6 months with records kept to show the date of drill, the number of workers safely evacuated and time taken to evacuate.





Child Safeguarding

PARTIES

LEGO SYSTEM A/S, Aastvej, 7190 Billund, Denmark incorporated under the laws of Denmark with company number 47 45 87 14 [Insert contracting Party if not LEGO SYSTEM A&S](the "**Customer**").

[Specify Supplier contracting entity] of [insert registered address] incorporated under the laws of [insert country] with company number [insert company number] (the "**Supplier**") (together the "Parties")

INTRODUCTION AND OBJECTIVE

The Customer Group engages with millions of children through the physical and digital LEGO® play experiences and through the range of activities with children organized by our employees, suppliers and strategic partners.

Children are our role models and at the center of everything we do. Therefore, the Customer Group cares deeply about the well-being and safety of children and is committed to taking the necessary actions to keep children with whom we engage safe.

This Addendum is part of that commitment and aims to protect children from fundamental abuse of their rights or dignity by prevention of, response to and resolution of any potential child abuse during children's interaction with the Customer Group and parties acting on our behalf. This is done by:

- Creating awareness and a common understanding of child safeguarding issues within the Customer Group context
- Providing principles on how third parties should act in regards to children, when performing services on behalf of the Customer Group
- Setting minimum requirements that must be met.

Furthermore, the Customer Group is working continuously to develop best practices and drive child safeguarding governance, documentation and accountability.

This Addendum is based on The Customer Group's Global Child Safeguarding Policy building on the United Nations Convention on the Rights of the Child and UNICEF's Children's Rights and Business Principles.

SCOPE

The Customer Group operates in different geographical contexts where best practice and legislation related to children and child safeguarding varies. The Customer Group strives to provide a safe and positive experience for all children no matter where we operate.

This Addendum covers any engagement with children by suppliers acting on behalf of the Customer Group whether directly or indirectly.

In accordance with the UN Convention on the Rights of the Child, a child is classed as an individual below the age of 18.

Whilst the Customer Group has a zero-tolerance policy for child abuse in any form the key focus areas of child safeguarding has been specified as:

- Physical abuse or ill-treatment — e.g. hitting or shaking a child
- Emotional abuse or ill-treatment — e.g. conveying to a child that he/she is worthless or inadequate
- Neglect — e.g. inadequate care or supervision, leaving a child in a dangerous situation
- Sexual abuse — sexual activity with a child below 18 years or below the age of consent in the country of operation, whether or not the child gives consent
- Commercial or other exploitation — e.g. conducting marketing that misleads children
- Online protection — e.g. inadequate data protection, online bullying or exposure to inappropriate content or contact

Please note that the list is non-exhaustive and that some of the subjects on the list will be partially or entirely covered in other parts of the agreement, including Data protection provisions, and as applicable; Marketing to children provisions and the LEGO Group's Digital Child Safety Policy.

It is mandatory that all Customer Group partners, agency employees, suppliers and sub-suppliers of these, contractors, consultants and others acting on behalf of the Customer Group in any way, comply with this Addendum, including paid, unpaid, part-time and full-time employees, volunteers, interns and trustees of such parties.

REQUIREMENTS

People working for or affiliated with the Customer Group must always in all regards treat children decently and respectfully, the requirements listed below are intended to help ensure and facilitate this.

Background check:

- Supplier must ensure that valid criminal background checks of the most extensive kind available under applicable law (e.g. child certificates, criminal records, disclosure checks, police clearance certificates etc.) are carried out for all employees, including unpaid interns, student workers and volunteers, interacting with a child on behalf of the Customer where they are eligible to do so on the basis of the role that individual will be carrying out as part of the work performed for the Customer Group.
- To the extent applicable law does not allow criminal background checks in any form Supplier must obtain a self-declaration from the employee stating if he/she has committed criminal offences related to children in any way, and/or as possible under applicable law a statement that says that no concerns have been raised previously in any role about their conduct around children
- The criminal background check must be done before the first time the Supplier's employee interacts with a child on behalf of the Customer



Child Safeguarding

Group.

- Supplier must not engage any employee to carry out work with children for the Customer Group if the criminal background check shows that the employee is barred from such work, or if previous conduct or records in any way indicate that they may present a risk of harm to children and therefore would not be suitable.
- The Customer Group has the right to audit the Supplier to ensure compliance with the requirements of this criminal background check clause.

Training:

- The Supplier must provide appropriate training/information on child safeguarding to all relevant employees, volunteers and partners to help ensure that there are no uncertainties amongst the employees carrying out contact with children on behalf of the Customer Group as to what constitutes abuse and how it is avoided. This must include the Supplier sharing the LEGO Group Employee Child Safeguarding Guidance with all those engaging directing with children. What defines appropriate training/information is defined by the size and sector of the Supplier, the amount of work for the Customer Group and the type of contact with children.

Data protection:

- Personal data protection and security is generally regulated in the Customer Groups General Terms & Conditions, however if personal data for children is processed the Supplier agrees to use best efforts to also comply with international standards such as the General Data Protection Regulation (EU) 2016/679 (GDPR) unless stricter standards already apply under the contract.

Reporting:

- The Customer Group requires the Supplier to comply with any and all statutory or regulatory reporting obligations including, without limitation, in relation to reporting any safeguarding issues or criminal activity it discovers as part of carrying out its work for the Customer Group. If the Supplier makes a report to any authority it shall provide full details of such report and incident to the Customer Group without delay, subject always to the Supplier's obligations under the applicable data protection legislation.

In the event that the content of this Addendum applies standards conflicting with applicable national law Supplier should immediately consult with its contact person at the Customer Group.

Supplier must ensure that the content of this Addendum is known by and will apply to any sub-suppliers used by the Supplier to assist in performing Supplier's obligations towards the Customer Group if the sub-supplier's work involve contact with children on behalf of the Customer Group in any way, this also applies to other Entities in the Supplier Group, defined as any Persons who from time to time is directly or indirectly owned or Controlled by the Supplier or its parent company, which are carrying out work for the Customer Group individually or on behalf of the Supplier.

WHOM TO CONTACT

For questions about this Addendum, please refer to your contact person at the Customer Group.

For further information on children's rights please see:

- The United Nations Convention on the Rights of the Child.
- UNICEF's Children's Rights and Business Principles, including the ten principles explaining how to achieve children's rights in the business.

SIGNATURE

By its signature below Supplier agrees that this Addendum shall come into force between the Parties from the date of signing and shall become an integrated part of all contracts and dealings between the Supplier and the Customer Group.

Signed for and on behalf of the Supplier by:

Signed.....

Name.....

Title.....

Date.....



General Terms and Conditions

General Terms and Conditions



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Appendix 3 - Definitions

General Terms and Conditions



1 INTRODUCTION

This Schedule sets out the General Terms and Conditions for the delivery of Services and Deliverables.

2 DEFINITIONS AND INTERPRETATION

Terms and expressions with capital letters will have the meaning set out in Appendix 3 (Definitions) to these General Terms and Conditions.

3 WARRANTIES

3.1 The Supplier warrants that:

- (a) the Services and/or Deliverables will conform with and be provided in accordance with the Service Levels, the standards and policies specified in the Agreement;
- (b) the performance of the Services and/or Deliverables will adhere to Best Industry Practice;
- (c) the Supplier will discharge its obligations under the Agreement with all reasonable skill, care and diligence;
- (d) the Supplier has and will maintain in good standing all licenses, registrations, permits and all approvals required under Applicable Law necessary to provide the Services and the Deliverables, and to otherwise operate its business;
- (e) the provision of Services and Deliverables will be in compliance with and will enable the Customer to comply with Applicable Law and the Customer Responsible Business Principles as defined in Article 4.4; and
- (f) the provision of Services and Deliverables will be in compliance with and will enable the Customer to comply with the European Data Privacy Directive 95/46/EC with later amendments and as of 25 May 2018 the European Regulation 2016/679, the Children's Online Privacy Protection Act (COPPA) and other relevant and applicable data protection legislation.
- (g) neither the Supplier nor any of its officers, employees or, having made reasonable enquiries, so far as it is aware, Associated Persons:
 - (i) has been convicted of any offence involving bribery, corruption, fraud or dishonesty;
 - (ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the all applicable anti-bribery and corruption ("ABC") laws, regulations or other rules (both global and local) ("ABC Laws") including, but not limited to, the U.S. Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010; or
 - (iii) has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts;
- (h) having made reasonable enquiries, so far as it is aware, none of the officers, employees or Associated Persons of the Supplier is a public official;
- (i) has a family relationship with any public official in the jurisdictions in which business will be conducted pursuant to this Agreement, except as disclosed to, and agreed to in writing by, LEGO Group; and
- (j) no public official owns a direct or indirect interest in [counterparty] or, having made reasonable enquiries, so far as it is aware, any of its Associated Persons and no public official has any legal or beneficial interest in any payments made under this Agreement.

3.2 **Customer notification.** The Supplier shall promptly notify the Customer if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in Article 3 at the relevant time.

4 COMPLIANCE

4.1 **Government Approvals.** The Supplier will obtain, maintain and comply with all government approvals necessary for the performance of the Services and other obligations under this Agreement.



4.2 **Regulatory compliance.** The Supplier will provide the Services and Deliverables to the Customer in accordance with Applicable Law, including Supplier Regulatory Requirements. To the extent the Services and Deliverables are subject to Customer Regulatory Requirements the Customer shall inform the Supplier of such Customer Regulatory Requirements and any changes hereto.

4.3 **Changes in law.** In the event of any changes in Applicable Laws, upon approval by the Customer and prior to the deadline imposed by the government authority having jurisdiction of such requirement or change, the Supplier will perform any necessary modifications to the Services and Deliverables. To the extent that changes in Applicable Law entail changes to the Customer Regulatory Requirements, any work performed by the Supplier to comply with the foregoing will be separately payable in accordance with the rates set out in the Agreement.

4.4 **Adherence to the Customer Group's Responsible Business Principles.** The Supplier shall comply with the Customer Group's "Responsible Business Principles" as amended from time to time and as provided upon request to the Customer ("**Customer Group Responsible Business Principles**").

(a) For the avoidance of doubt, any non-compliance with the "Responsibility Foundations" set out in the Customer Group's Responsible Business Principles shall be considered a material breach of this Agreement, meaning that the Customer can terminate this Agreement with immediate effect.

(b) The Customer may decide to monitor the Supplier's compliance with the Customer Group's Responsible Business Principles either by itself or by an independent institute appointed by the Customer. The Customer reserves the right without giving prior notice to audit the Supplier to verify compliance with the Customer Group's Responsible Business Principles. The Customer shall make an effort not to interfere with the normal business activity of the Supplier. The Supplier shall allot the necessary time and staff for such audit without any additional charge to the Customer.

4.5 **Anti-bribery and Anti-corruption Laws**

4.5.1 In connection with this Agreement, each party shall, and shall procure that all persons performing services on its behalf in connection with this Agreement (such party's "**Associated Persons**") shall::

(a) comply with all applicable anti-bribery and corruption ("ABC") laws, regulations or other rules (both global and local) ("ABC Laws") including, but not limited to, the U.S. Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010, both of which apply to the LEGO Group and its business dealings in certain circumstances anywhere in the world;

(b) have in place and enforce throughout the term of this Agreement policies and procedures to ensure proper compliance with ABC Laws.

4.5.2 In addition to Article 4.5.1 above, and by reason of the fact that Supplier actions and those of the Suppliers' Associated Persons may bring liability for the LEGO Group, the Supplier shall, and shall procure that the Supplier's Associated Persons shall:

(a) report any suspected or alleged breach of the Article 4.5.1 above to the LEGO Group without delay;

(b) report to the LEGO Group any request or demand for any undue or unlawful payment or other advantage of any kind received in connection with the performance of this Agreement without delay;

(c) co-operate to the extent permitted by law with any investigation or enquiry by the LEGO Group into any suspected breach of ABC Laws in connection with this Agreement;

(d) maintain and provide to the LEGO Group on request detailed, accurate and up-to-date records (a) showing all payments made to third parties in connection with your activities under this Agreement and (b) evidencing compliance with the Article 4.5.1 Obligations.

4.5.3 Breach of this Article 4.5 shall constitute a material breach of this Agreement. Where a breach committed by one party is capable of remediation and is not remedied to the reasonable satisfaction of the other party within 15 days, the other party shall be entitled to terminate the Agreement with immediate effect and withhold any payments that may be otherwise due in connection with this Agreement at the time of termination.

4.5.4 To the extent permitted by law, any party in breach of this Article 4.5 shall indemnify and hold the other party harmless from any and all losses, liabilities, damages or costs incurred by the other party as a result of the breach.

5 **CUSTOMER DATA AND DATA PROTECTION**

5.1 **Ownership and security in respect of Customer Data.** Ownership to all Customer Data shall vest and remain vested with the Customer Group Entities as applicable, and the Supplier shall implement all necessary physical and digital security to safeguard the Customer Data from unauthorised access and preserve the confidentiality of such Customer Data in accordance with the Agreement. The Supplier shall grant the Customer Group Entities

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access to all Customer Data within its possession or control without undue delay upon request by the Customer Group Entities.

5.2 Personal Data Protection

5.2.1 The requirements as set forth in Article 5.2 to 5.8 shall apply in cases where the Supplier, within the scope of this Agreement, processes Personal Data as a Data Processor. Where the Supplier processes Personal Data as a Data Controller, Articles 5.3.1 and 5.3.3 shall apply.

5.2.2 The Customer and the Supplier shall complete Appendix 1 whenever Personal Data is being processed under the Agreement. The Parties may at any time update or replace Appendix 1.

5.3 Compliance with personal data protection laws

5.3.1 The Supplier shall always comply with Applicable Laws, including the requirements set out in Appendix 2, where relevant.

5.3.2 If Applicable Laws provide a higher level of protection for the data subject and/or the Customer than the rules and principles as set forth in this Article, Applicable Law shall take precedence over the rules and principles as set forth in this Article.

5.3.3 In the event of changes in Applicable Laws, which is likely to have a substantial adverse effect on the warranties and obligations as set forth in this Agreement the Supplier shall promptly notify the change to the Customer as soon as the Supplier is aware, in which case the Customer is entitled to suspend the transfer of data.

5.4 Rules regarding Processing of Personal Data

5.4.1 The Supplier shall only act in accordance with the instructions from the Customer.

5.4.2 The Supplier shall only process the Personal Data to the extent, and in such manner, as is necessary for the fulfillment of this Agreement and as is required by Applicable Law or any government authority.

5.4.3 The Supplier will not store the Personal Data longer than necessary for the fulfillment of this Agreement. In all cases, the Supplier shall transfer and/or delete the Personal Data to the Customer on the Customer's request.

5.4.4 The Supplier shall ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5.4.5 The Supplier shall grant the Customer access to all Personal Data relating to the Customer, its business or its activities within its possession or control as requested by the Customer.

5.4.6 The Supplier shall not be entitled to export Personal Data out of the jurisdiction of the Customer without the approval of the Customer. Such approval to be withheld at the sole discretion of the Customer. In the event such approval is granted, the Supplier shall comply with any requirements established by the Customer and by any government authorities necessary for the granting of approval by such authorities for the export of Personal Data. If applicable, the Supplier shall sign, execute, file and obtain any necessary government approvals with relevant government authorities.

5.4.7 To the extent, the Customer has approved the export of Personal Data out of the jurisdiction of the Customer, the Parties shall attach a schedule to this Agreement defining the exact locations from where Personal Data is being accessed and/or on which locations Personal Data is being stored. To the extent the Supplier is listing more than one location, the Supplier warrants that the Supplier at all times in writing to the Customer within seventy-two (72) hours from receiving a request can answer from which locations the Customer's Personal Data has been accessed or at which location the Customer's Personal Data has been stored at the point in time the Customer requires information about.

5.5 **Security.** The Supplier shall ensure that appropriate technical and organizational measures are implemented to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.

5.6 Notification to the Customer

5.6.1 The Supplier shall notify the Customer in writing in the following cases:

(a) In cases of a data breach the Customer must be notified immediately and no later than within forty-eight (48) hours after the Supplier has become aware of the breach.

(b) In cases of a request from a data subject to have access to its Personal Data, the Customer must be notified within three (3) Business Days after the



Supplier has received the request.

- (c) In cases of a complaint or request relating to the Applicable Law or policies used by the Customer, the Customer must be notified within three (3) Business Days after the Supplier has received or become aware of such a complaint.

5.6.2 The Supplier shall notify the Customer immediately in writing if the Supplier receives a request from any data protection authority or other governmental body requiring the Supplier or any of its Sub-contractors to grant the data protection authority or other governmental body access to inspect or provide information regarding the Supplier's and/or the Sub-contractor's processing of Personal Data covered by the Agreement. The obligation of the Supplier to notify the Customer shall not apply in cases where Applicable Law prohibits such notification.

5.6.3 The Supplier shall notify the Customer immediately in writing, unless prohibited from doing so under Applicable Laws, of any actual request or requirement from any governmental body or supervisory authorities to access the Customer Personal Data and the Supplier shall;

- (a) furnish to the Customer full details hereof as reasonably required; and
- (b) co-operate with the Customer to protect its Personal Data, amongst others by only disclosing the Personal Data which is explicitly required by the Applicable Laws and filing complaints or appeal requests or requirements to not notify the Customer to the extent permitted and possible under the Applicable Laws.

5.7 **The obligation to cooperate in case of breaches, requests or complaints.** The Supplier shall provide the Customer with full cooperation and assistance in relation to any data breach, request or complaint, including by:

- (a) providing the Customer with full details of the complaint, request or data breach;
- (b) complying with a data access request;
- (c) providing the Customer with any Personal Data it holds in relation to a data subject (within six (6) Business Days of the complaint or request from data subject); and
- (d) providing the Customer with any information requested by the Customer.

5.8 The Customer's supervision.

5.8.1 The Supplier shall permit the Customer or any third party appointed by the Customer (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Supplier's data processing activities (and/or those of its group entities, agents, subsidiaries and Sub-contractors).

5.8.2 The Supplier shall comply with all requests for information or directions by the Customer to enable the Customer to verify and/or procure that the Supplier and/or its Sub-contractors are in full compliance with their obligations under the Agreement and applicable data protection laws.

5.8.3 The Supplier shall provide a written description of the technical and organizational methods employed by the Supplier for processing Personal Data (within three (3) Business Days after the Customer's request).

5.8.4 The Supplier shall deliver and implement a Data Breach Policy acceptable to the Customer. The Data Breach Policy shall describe how the Supplier will comply with applicable data protection laws including best practice within the data protection area.

6 AUDIT

6.1 **Audits performed by the Customer.** The Supplier shall, upon no less than ten (10) Business Days prior written notice, grant the Customer and/or a reputable accountancy firm appointed by the Customer, the right of reasonable access to any premises of the Supplier within ordinary business hours to inspect and take copies from records applicable to the delivery of the Services or Deliverables under the Agreement. The Supplier shall provide all reasonable assistance without any additional charges to the Customer, during the term of the Agreement and for one (1) year after its expiration or termination, for the purposes of allowing the Customer to obtain such information as is necessary to: (a) fulfil the Customer's obligations to supply information for judicial purposes; (b) audit the invoicing by the Supplier; (c) audit the Supplier's compliance with its obligations under the Agreement; and (d) audit security, including confidentiality, integrity and availability of data in connection with the provision of the Services; provided that such audit shall not include any access to the Supplier's general cost structure, its server rooms or to any confidential information relating to the other customers of the Supplier.



6.2 **The Supplier's obligation to provide regulatory support.** Upon the request of the Customer the Supplier shall without undue delay provide documentary and any other reasonable support related to the delivery of the Services necessary for the Customer's compliance with the Customer Regulatory Requirements without any additional charges to the Customer.

6.3 **Always grant authorities access to audit.** The Supplier shall without any additional charges to the Customer at any time provide any governmental authority having jurisdiction over the Customer Group benefitting from the Services and/or Deliverables, or over the Supplier, access to and rights to examine, audit, excerpt and transcribe any relevant books, documents, working papers and records, facilities, tools or production environments of the Supplier and of any Sub-contractors providing the Services or Deliverables under the Agreement.

7 CONFIDENTIALITY

7.1 **Receiving and Disclosing Party.** For the purpose of this Article 7, the "**Disclosing Party**" shall mean the Supplier or the Customer Group, as applicable, disclosing Confidential Information, and the "**Receiving Party**" shall mean the Supplier and the Supplier's Affiliates or the Customer and the Customer's Affiliates, as applicable, receiving Confidential Information. **Confidentiality obligation.** The Receiving Party shall keep in confidence and observe strict confidentiality with respect to all Confidential Information obtained from or relating to the Disclosing Party and shall not directly or indirectly disclose or otherwise make available such Confidential Information, whether in whole or in part, to any third party without the prior written approval by the Disclosing Party. The Supplier may only use the Customer's Confidential Information for the purposes of the Agreement. The Receiving Party shall undertake the aforementioned confidentiality obligations by exercising the degree of skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced contractor, or with the same degree of care as the Receiving Party exercises in regards to the Receiving Party's own Confidential Information, which ever degree is higher.

7.2 **Maintain functional and technical security measures.** The Parties must establish and maintain relevant functional and technical security measures to secure the non-disclosure and integrity of Confidential Information.

7.3 **The Receiving Party's right to disclose Confidential Information to its Representatives.** The Receiving Party is entitled to disclose Confidential Information to its Representatives on a strict need-to-know basis for the purposes of the Agreement and only if it:

- (a) informs the Representatives of the confidential nature of the information before disclosure;
- (b) procures that the Representatives comply with the confidentiality obligations as if they were the Receiving Party and if the Disclosing Party so requests, procure that any relevant Representative enters a separate confidentiality agreement with the Disclosing Party on terms equivalent to those set forth in Article 7 in these General Terms and Conditions.

7.4 **Representatives Liability.** Each Party shall be liable for the actions or omissions of their Representatives in relation to the Confidential Information as if they were the actions or omissions of the Party itself.

7.5 **Return of Confidential Information.** The Receiving Party shall upon the Disclosing Party's request and at the Disclosing Party's sole discretion (i) immediately return all Confidential Information to the Disclosing Party together with any reproductions and copies, or (ii) delete and destroy all reproductions and copies of Confidential Information and provide the Disclosing Party with a statement confirming the deletion and destruction of all such reproductions and copies. In addition, a Party will ensure that no copies of Confidential Information are kept, except if required under mandatory law.

7.6 **Unauthorised disclosure and use.** The Receiving Party shall promptly notify the Disclosing Party of any actual or attempted unauthorised possession, use or knowledge of Confidential Information of the Disclosing Party by a Person which may become known to the Receiving Party, and furnish to the Disclosing Party full details hereof, as reasonably required, and co-operate with the Disclosing Party in any litigation and investigation against third parties, reasonably deemed necessary by the Disclosing Party, to protect its proprietary rights.

7.7 **The Customer Group's right to disclose Confidential Information for procurement and due diligence purposes.** Nothing in this Article 7 shall prevent the Customer Group from disclosing any Confidential Information to any third parties if such disclosure is made for (i) the purpose of procuring services from such third parties, (ii) due diligence purposes in relation to a divestment of business activities or assets of a Customer Group Entity, provided that such disclosure takes place under strict and customary confidentiality obligations, or (iii) in relation to benchmarking of prices or Service Levels.

7.8 **Disclosure to adhere to law or court order.** Nothing in this Article 7 shall prevent the Receiving Party from disclosing any Confidential Information in the fulfilment of the Receiving Party's obligations to supply information for the purpose of complying with any law or court order.

7.9 **Equitable Remedy.** A threatened breach of the Agreement may cause irreparable harm to the Disclosing Party as to which monetary damages would be inadequate to compensate the Disclosing Party. Therefore, the Disclosing Party shall have the right, in addition to its other rights and remedies, to obtain (a) immediate injunction for any breach or threatened breach of the Agreement without the necessity of posting a bond or other security and without proving actual damages, and (b) its costs and expenses (including, without limitation, attorneys' fees).

8 INTELLECTUAL PROPERTY RIGHTS



- 8.1 **Intellectual Property Rights.** All Intellectual Property Rights belonging to a Party prior to entering into the Agreement shall remain vested in that Party.
- 8.2 **The Supplier grants the Customer Group a licence to use Supplier's Intellectual Property Rights under Article 8.1.** The Supplier grants to the Customer Group a non-exclusive, non-transferable (except for assignment under 16.11), royalty free, fully paid up, perpetual, worldwide, licence to use the Supplier's Intellectual Property Rights under Article 8.1 which are provided as part of the Services or incorporated into any Deliverables provided by the Supplier under the Agreement to the extent necessary for the Customer Group to use the Deliverables and Services in accordance with the Agreement. Such grant of licence shall include the right for the Customer Group to sublicense and/or assign and transfer the licence to any third parties to the extent necessary for such third parties' provision of services to the Customer Group or conduct of services on behalf of the Customer Group, including outsourcing services, facility management etc.
- 8.3 **The Customer grants the Supplier a licence to use any material or tool provided by the Customer for the purpose of providing the Services to the Customer.** For the purposes only of providing Services and/or Deliverables to the Customer, the Customer grants to the Supplier for the term of the Agreement a non-exclusive, non-transferable, royalty free licence to use any materials or tools provided by the Customer to the Supplier under the Agreement. Such licence will terminate upon termination or expiry of this Agreement, howsoever occurring. Where the Supplier is to provide re-transfer services, the licence granted under this Article will be extended to cover such period and will terminate when the Supplier ceases to provide the re-transfer services.
- 8.4 **Developed materials.** Except to the extent expressly agreed in writing between the Parties, any Intellectual Property Rights developed for or on behalf of the Customer under the Agreement will vest in the Customer unconditionally and immediately on their creation. The Customer grants to the Supplier a royalty-free, non-exclusive licence to use, reproduce, modify, adapt and develop such Intellectual Property Rights solely for the purpose of performing its obligations under this Agreement and provided that any Intellectual Property Rights created in relation hereto shall vest in the Customer.
- 8.5 **Trade names and trademarks.** The Supplier agrees that the Customer Group's company names, trade names and trademarks (including LEGO®) (together the "Customer Trademarks") are the exclusive property of the Customer or the Customer Group. Each Party is permitted to refer to the co-operation with the other Party on a general reference list by use of the other Party's full company name. However, this does not include: (a) the right to use the other Party's logo or trademark; and (b) the right for the Supplier to refer to the co-operation with the Customer in any form of advertising, article, brochure material, website, presentation, interview or press re-release (or the like).

9 DELAY

- 9.1 **Obligation to notify.** If, at any time, the Supplier becomes aware that it will not (or is unlikely to) for any reason:
- achieve any milestones or delivery date by the agreed date;
 - perform or complete an acceptance test by the planned acceptance test date; or
 - provide the Services and/or Deliverables or perform any of its obligations under the Agreement in accordance with the timeframes specified for such performance,

it will promptly notify the Customer of the fact of the delay, summarise the reasons for it and explain in detail how it intends to mitigate the effects of the delay. No approval of any mitigation plans by the Customer shall constitute a waiver of rights and remedies in case of a delay or an anticipatory delay.

- 9.2 **The Supplier's obligation to deploy additional resources.** In accordance with the Deliver First, Settle Later Principle, in the event of any delay, the Supplier will, without delay and upon the request of the Customer, deploy all additional resources, and take all necessary steps to eliminate or mitigate the consequences of the delay and – to the extent that the delay is not caused by the Customer – ensure that no similar delay occurs in the future.

10 DEFECTS AND NON-PERFORMANCE

10.1 Remediation of Defects

- Process for remedy.** Upon becoming aware of a Defect (or a potential Defect) or upon notice from the Customer, the Supplier will: (a) notify the Customer in writing of the Defect or potential Defect (unless the Customer notified the Supplier of the Defect or potential Defect); and (b) promptly initiate remediation of the Defect, including redelivery of the relevant Services and/or Deliverables, if applicable, in accordance with the Agreement. Any remedial work undertaken must result in the complete resolution of the Defect.
- Requirements on becoming aware of Defects.** In the event of a Defect the Supplier will at no additional cost to the Customer: (a) promptly investigate and conduct a root cause analysis of the Defect, and collect and preserve pertinent information with respect to the causes which led to the

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failure or Defect; and (b) apply all additional personnel and resources as are required in order to promptly correct the Defect.

- 10.2 **Remediation of all Defects.** Any remediation required by the Customer will be performed by the Supplier, at the Supplier's cost.
- 10.3 **Proportionate Reduction.** To the extent the Services or Deliverables are not performed in accordance with the Agreement, the Customer may proportionately reduce the Charges. If any Service or Deliverable is rendered not usable in its entirety as a result of the under-performance or non-performance, the Charges will be reduced by the total price payable for the relevant Service or Deliverable that is not usable or not performed.

11 DELIVER FIRST – SETTLE LATER

11.1 **The principle.** If the Customer requires the delivery of Services and/or Deliverables, or a change thereto, or the correction of a Defect, the Supplier will, upon the Customer's demand, as applicable:

- (a) deliver and perform the Service and/or Deliverable promptly as required by the Customer;
- (b) implement and perform the change proposal promptly as required by the Customer; and/or
- (c) resolve such Defects, failures or incidents and continue the provision of the Services,

in order to support the Customer's business needs (the "**Deliver First, Settle Later Principle**").

11.2 **Registration of time and materials spend until resolution to dispute.** In the event of a dispute between the Parties concerning (including, but not limited to) whether the Services and/or Deliverables are chargeable, the Supplier will:

- (a) record the performance of the Services or Deliverables as if the Parties had agreed delivery on a time and material basis; and
- (b) inform the Customer weekly of the time and materials spend.

However, the Supplier will not invoice such time and materials spend.

11.3 **Dispute resolution.** Any disagreement not settled amicably will be dealt with in accordance with the dispute resolution procedure set out in Article 17.2.

11.4 **Resolution having retrospective effect.** When the dispute is resolved, the resolution found will apply retrospectively in respect of any payment and invoicing.

12 LIMITATION OF LIABILITY

12.1 **THE SUPPLIER'S LIMIT OF LIABILITY.** SUBJECT TO ARTICLE 12.4, 12.5, 12.6, AND 12.7 THE SUPPLIER'S AGGREGATE LIABILITY PER CONTRACT YEAR SHALL BE LIMITED TO AN AMOUNT EQUAL TO FIVE (5) TIMES THE TOTAL CHARGES PAID AND/OR PAYABLE BY THE CUSTOMER FOR THE TERM OF THE AGREEMENT. IF THE TERM OF THE AGREEMENT IS MORE THAN FIVE (5) CONTRACT YEARS, THE LIMITATION SHALL BE CALCULATED AS FIVE (5) TIMES THE ANNUAL AVERAGE OF THE TOTAL CHARGES PAID AND/OR PAYABLE FOR THE TERM OF THE AGREEMENT AND FURTHER TIMES FIVE (5).

12.2 **THE CUSTOMER'S LIMIT OF LIABILITY.** SUBJECT TO ARTICLE 12.4, 12.6 AND 12.7 IN NO EVENT SHALL THE CUSTOMER'S AGGREGATE LIABILITY PER CONTRACT YEAR EXCEED THE TOTAL CHARGES PAID AND/OR PAYABLE BY THE CUSTOMER FOR THE TERM OF THE AGREEMENT. IF THE TERM OF THE AGREEMENT IS MORE THAN FIVE (5) CONTRACT YEARS, THE LIMITATION SHALL BE CALCULATED AS FIVE (5) TIMES THE ANNUAL AVERAGE OF THE TOTAL CHARGES PAID AND/OR PAYABLE FOR THE TERM OF THE AGREEMENT.

12.3 **THE LIMITATIONS SHALL APPLY TO ALL LIABILITY.** THE LIMITATIONS IN ARTICLE 12.1 AND 12.2 SHALL APPLY TO ALL LIABILITY TO THE SUPPLIER OR THE CUSTOMER, RESPECTIVELY, UNDER OR IN CONNECTION WITH THIS AGREEMENT OCCURRING IN EACH INDIVIDUAL CONTRACT YEAR, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), FOR BREACH OF CONTRACT, FOR ACTS AND OMISSIONS OF THE CUSTOMER.

12.4 **EXCLUSION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR: (A) LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL, FOR THIRD PARTY CLAIMS, PUNITIVE DAMAGES UNLESS OTHERWISE PROVIDED IN THE AGREEMENT, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY INDIRECT OR CONSEQUENTIAL LOSS. THE EXCLUSIONS IN (A) AND (B) WILL, HOWEVER, NOT APPLY TO THE FAILURE OF: (I) THE SUPPLIER TO PAY ANY PENALTIES OR SERVICE LEVEL CREDITS; AND (II) THE CUSTOMER'S PAYMENT OF THE CHARGES.

12.5 **Exceptions to exclusion of liability.** Article 12.4 will not exclude the Customer's right to recover for: (a) costs and expenses of restoring or



reloading any lost, stolen, or damaged Customer Data or implementing a work-around in respect of a failure by the Supplier: (b) costs and expenses of replacing lost, stolen or damaged assets, equipment and materials; (c) additional or administrative costs and expenses incurred by the Customer arising from a default by the Supplier, including the costs and expenses incurred to procure the Services or corrected Services from an alternate source or bringing the Services or part thereof in-house, including the costs and expenses associated with the retention of external consultants and legal counsel to assist with any re-sourcing, to the extent in excess of the Supplier's Charges under this Agreement; (d) regulatory fines, penalties, sanctions, interest or other regulatory monetary remedies incurred by the Customer as a result of the Supplier's failure to comply with Applicable Laws; (e) costs rendered unnecessary as a result of any default by the Supplier, including overtime or related expenses, including overhead allocations for employees, wages and salaries of additional employees, travel expenses, overtime expenses, telecommunication charges and similar charges; or (f) claims for proportional reduction of the Charges.

12.6 Exceptions to limitations and exclusions of liability. Nothing in this Agreement, including Articles 12.1-12.4 will exclude or limit either Party's liability: (a) for death or personal injury caused by its negligence or that of its employees or agents or, in the case of the Supplier, any Sub-contractor or its employees; (b) for fraudulent acts or omissions, theft, gross negligence or willful misconduct; (c) for Loss resulting from any breach of the data protection obligations set out in this Agreement; (d) for Loss resulting from a breach of the Party's obligations relating to intellectual property rights or confidentiality under this Agreement; (e) in respect of claims for indemnification under the Agreement; or (f) to the extent Applicable Law precludes or prohibits any exclusion or limitation of liability.

12.7 Calculation of limit of liability in Article 12.1 and 12.2. To the extent the Charges paid and/or payable under an Agreement are not known, the limitations in Article 12.1 and 12.2 shall be calculated as the average of the total Charges paid and/or payable for the full months having gone by at the time of the act or omission leading to the Loss times twelve (12) and times the agreed Term of the Agreement as set out in such Agreement and further times five (5) in respect of liability under Article 12.1. To the extent the Term of the Agreement is not known, the limitations in Article 12.1 and 12.2 shall be calculated as if the Parties had agreed to a Term of five (5) contract years. To the extent permitted under Applicable Laws the Customer is entitled to claim damages for any losses in excess of the liquidated damages suffered in accordance with Applicable Law. Furthermore, any liquidated damages paid by the Supplier to the Customer under an Agreement shall be treated as liabilities and deducted from the amounts calculated under this Article 12.77 when determining whether the limit on liability has been reached in respect of Article 12.1.

13 INDEMNITIES

13.1 The Parties indemnities. Either Party, its successors and assignees will at all times, at its cost and expense, pay, defend, indemnify and hold harmless the other Party, its respective directors, officers, agents and employees, from and against, all costs, expenses (including, without limitation, reasonable legal fees), liabilities, claims, proceedings, damages and Losses, as incurred and on demand, in any way arising from or connected with: (a) any claim or action against the first Party by any third party that the receipt by it of any Services and/or Deliverables (or any part of them) or the use of any software, equipment or materials provided by the other Party, infringes the Intellectual Property Rights of that third party; (b) any breach of Article 7 on confidentiality; and (c) fines, penalties and other sanctions imposed by a court, tribunal, government authority under Applicable Law. Neither Party shall have any liability or obligation to the other Party under this Article 13.1 to the extent that the costs, expenses, liabilities, claims, proceedings, damages or Losses under 13.1(a), 13.1(b) and 13.1(c) arise from a breach of the terms of the Agreement by the other Party.

13.2 Indemnification procedure

- (a) **Duty to notify about third party claims.** If any third party claim is made against a Party that Party will as soon as possible give the other Party written notice (provided that failure to give notice shall not constitute a waiver of rights and remedies).
- (b) **The indemnifying party's obligation to take control.** If required by the other Party, the Indemnifying Party will promptly take control of the defence and investigation of such claim and employ attorneys reasonably acceptable to the other Party to handle and defend the same, at the cost of the indemnifying Party. The other Party will not be liable to the indemnifying Party for any cost or expenses incurred by the indemnifying Party in connection with the investigation and defence of the claim. However, the other Party may at any time at its own cost and expense participate through its attorneys or otherwise in such defence and investigation of a claim.
- (c) **No admission of liability.** Without prejudice to the generality of sub-Article 13.2(b) above, the indemnifying Party shall make no admission of liability, agreement, settlement or compromise with any Person in relation to any third party claim without the prior written consent of the other Party.

14 INSURANCE

14.1 Insurance requirements. Throughout the Term of this Agreement and for a period of three (3) years thereafter, the Supplier shall obtain and maintain at its own expense, from a qualified and licensed insurance carrier reasonably acceptable to the Customer, all insurance required to be obtained under any Applicable Laws as well as the following insurance, as required, each with worldwide coverage: (i) professional indemnity insurance; (ii) public and product liability insurance; and (iii) cyber liability insurance. The form and amount of the insurance must be reasonably acceptable to the Customer and at the limits set out in the Agreement. Such insurance shall include coverage for consequential losses. The Supplier

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shall provide insurance details to the Customer on request.

14.2 **Certification.** The Supplier shall, within fourteen (14) days from signing this Agreement, provide the Customer with a certificate from its insurer and/or its broker or agent, certifying that the Supplier has a liability insurance program, as described above, in force and paid for. The certificate shall also certify that the Customer is an additional insured under the insurance policy. It must appear from the certificate that the Customer will be notified in case of cancellation of the policy at least 30 (thirty) days prior to the effective date of such cancellation. Failure to provide such certificate or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement.

14.3 **Insurance to cover sub-contractors.** The Supplier warrants that any insurance required to be obtained by it under the Agreement also covers any sub-contractors, temporary or contract workers, as the case may be, hired by the Supplier to perform its obligations under the Agreement.

14.4 **Where the Customer or Supplier is domiciled in North America.** Where the Customer or the Supplier performing the services under this Agreement is domiciled in North America, the insurance requirements stated in Appendix 2 – Country specific provisions (USA) of the General Terms and Conditions shall apply.

15 TERMINATION

15.1 **Change in control.** The Customer may, at any time by giving notice in writing to the Supplier, terminate the Agreement as of the date specified in such notice if there is a change of Control of the Supplier and in the reasonable opinion of the Customer such change of Control will have an adverse effect on the suitability and capacity of the Supplier to fulfil its obligations under the Agreement (such assessment of suitability may include consideration of the financial standing of the Supplier) or have an adverse effect on the reputation of the Customer. The Supplier shall provide prompt notice to the Customer in the event of a change of Control of the Supplier.

15.2 **Insolvency.** Either Party may at any time by notice in writing terminate the Agreement as of the date specified in such notice if: (a) the other Party at any time becomes bankrupt or has a receiving order or administration order made against it or makes any composition or arrangement with or for the benefit of its creditors or purports to do so; or (b) the other Party passes a resolution or a court makes an order that (i) the other Party be wound up, or (ii) a receiver or an administrator on behalf of a creditor is appointed in respect of the business of the other Party or any part or parts thereof, or (iii) circumstances arise which entitle a court or a creditor to appoint a receiver or administrator or which entitle a court to make a winding-up order; or (c) anything analogous to any of these events under the law of any jurisdiction occurs in relation to the other Party.

15.3 **The Customer's termination for material breach.** The Customer shall be entitled to immediately terminate this Agreement fully or partly if the Supplier commits any material breach of this Agreement and fails to remedy that breach within fifteen (15) Business Days of written notice of that breach (the fifteen (15) Business Day period only applies where a breach is capable of remedy - if it is incapable of remedy, the Agreement may be terminated by written notice immediately).

15.4 **No termination, retention or suspension of Services and/or Deliverables by the Supplier except for specific causes.** An Agreement or any Purchase Orders under an Agreement shall not be suspended or discontinued or interrupted for any cause and in no event shall the Supplier perform any action that prevents, impedes or reduces in any way the provision of the Services and/or Deliverables or the Customer's ability to conduct their activities and apply the Services and/or Deliverables unless (i) authority to do so is granted by the Customer, or conferred by a court of competent jurisdiction; or (ii) the Agreement have been terminated in accordance with Article 15.1 or 15.3 and, if applicable, termination assistance have been completed; or (iii) the Customer is in material breach due to its not paying a due and undisputed invoice, provided the following procedure is followed: The Supplier shall give written notice to the Customer: (i) specifying the late payment; (ii) requiring payment within thirty (30) days; and (iii) requiring, within the same time limit, information from the Customer as to whether the Customer disputes the Supplier's right to terminate or suspend the Services on the basis of late payment. If the Customer does not reply or pay the Supplier within the first thirty (30) day period, the Supplier shall give another written notice to the Customer attaching the first written notice and requiring payment or answer to the first written notice within a further thirty (30) days. If the Customer does not reply to this second written notice within the thirty (30) day period, the Supplier shall be entitled to terminate the Agreement for material breach due to late payment and without further notice.

15.5 **The Supplier's obligation to provide termination assistance.** Upon the expiry or termination of the Agreement or Purchase Order and upon the request of the Customer, the Supplier will provide termination assistance against a reasonable separate payment. The Supplier's obligation to do so will apply regardless of the cause (if any) for such expiry or termination.

15.6 **No retention.** The Supplier will in no event, irrespective of its cause of action, retain or hold back any information to be provided under the Agreement, any Customer Data, Services and/or Deliverable to be provided to the Customer, or any other property of the Customer.

16 MISCELLANEOUS

16.1 **Relationship.** Nothing in the Agreement shall be construed to create a partnership, joint venture or agency relationship between the Supplier and

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any of the Customer Group Entities.

- 16.2 **Force Majeure.** Neither Party nor any Customer Group Entity shall be in default or otherwise liable for any delay in or failure of its performance under the Agreement where such delay or failure is directly caused by a Force Majeure Event.
- 16.3 If and to the extent any Force Majeure Event prevents or delays the provision of the Services or any Deliverables for a period of more than thirty (30) calendar days, or is reasonably expected to do so having occurred, the Party affected by such Force Majeure Event must as soon as possible and in any event within ten (10) calendar days of the occurrence of the Force Majeure Event notify the other Party giving full particulars of the Force Majeure Event and the reasons why and for what period the Force Majeure Event is reasonably expected to continue. Failure to provide notice of a Force Majeure Event in accordance with this Article 16.3 constitutes a waiver of the rights of the affected Party to claim relief as set out in Article 16.2 on the basis of the Force Majeure Event.
- 16.4 Upon receipt of a notification provided by the Supplier in accordance with Article 16.3 of these General Terms and Conditions, or upon the applicable Customer Group Entity's own reasonable assessment to be notified to the Supplier in writing, the applicable Customer Group Entity, provided it is satisfied that such Force Majeure Event will or may exist, may in its sole and exclusive discretion take any of the following steps (or any combination thereof): (a) to the extent that any Force Majeure Event has prevented the provision of the Services or any Deliverables for a period of more than thirty (30) calendar days, terminate the Agreement fully or partly with immediate effect on notice to the Supplier; (b) require the Supplier to suspend provision of or reduce the scope of the Supplier's obligations to provide some or all of the Services or any Deliverables under the Agreement for the duration of the Force Majeure Event (with all applicable timetables for such provision under the Agreement to be amended *mutatis mutandis*); (c) notwithstanding any exclusivity obligations elsewhere in the Agreement, obtain from any third parties, in any quantity and for the duration of the Force Majeure Event plus thirty (30) calendar days from the date on which the Force Majeure Event no longer prevents the Party affected to be unable to perform its obligations under the Agreement, the Services or any Deliverables or their equivalents due to be provided by the Supplier under the Agreement; or (d) direct the Supplier to prioritise the provision of the Services or any Deliverables under the Agreement to the applicable Customer Group Entity to the maximum permissible by applicable law.
- 16.5 In all cases where the Supplier notifies a Force Majeure Event to the Customer or a Customer Group Entity, the Supplier's provision of Services or Deliverables under the Agreement to the Customer or a Customer Group Entity shall be no less favourable than that made available by the Supplier to its other customers or contracting parties.
- 16.6 Where a Customer Group Entity suspends the Supplier's provision of or reduces the scope of the Supplier's obligations to provide the Services or Deliverables in accordance with Article 16.4(b) of these General Terms and Conditions, any liability on the part of the Customer Group Entity to pay any fixed monthly costs to the Supplier shall be either: (a) suspended for the duration of the Force Majeure Event; and/or (b) reduced by an amount proportionate to the extent of such suspension or reduction as measured on a month-to-month basis, in each case at the Customer's sole discretion.
- 16.7 Subject to Article 16.4 of these General Terms and Conditions, from the date on which the Force Majeure Event no longer directly causes the Party affected to be prevented from performing its obligations under the Agreement, the Party affected must as soon as possible and in any event within ten (10) calendar days recommence the performance of its obligations under the Agreement. Where the Party affected is the Supplier: (a) the Supplier must provide a revised timetable rescheduling its provision of the Services or any Deliverables to minimise the effects of the Force Majeure Event; and (b) for the avoidance of doubt, the Supplier shall have no right to request from any Customer Group Entity any increase in its fees, costs, charges or other financial compensation in connection with the recommencement of its performance of its obligations under the Agreement.
- 16.8 Neither Party shall have any liability to the other Party for: (a) any costs, losses, expenses, or damages incurred during the Force Majeure Event; or (b) any exercise of the applicable Customer Group Entity's rights under Article 16.4 of these General Terms and Conditions.
- 16.9 Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of a Force Majeure Event. A Party affected by a Force Majeure Event shall give notice to the other Party when it ceases to be affected by the Force Majeure Event.
- 16.10 If the Laws of the People's Republic of China apply to the Agreement, Article 16.3 of these General Terms and Conditions shall be replaced in its entirety as follows:



"16.3 If and to the extent any Force Majeure Event has delayed or prevented or is reasonably expected to delay or prevent the provision of the Services or any Deliverables for a period of more than thirty (30) calendar days, the Party affected or that reasonably expects to be affected by such Force Majeure Event must: (a) immediately notify the other Party in writing giving full particulars of the Force Majeure Event and the reasons why and for what period the Force Majeure Event prevents or is reasonably expected to prevent that Party from performing its obligations under the Agreement; (b) provide documentary proof of the existence and the impact of the Force Majeure Events as soon as reasonably practicable; but in any event no later than fifteen (15) calendar days after the date of the notice issued pursuant to Article 16.3(a); and (c) use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations."

16.11 Transfer rights

- (a) **No right for the Supplier to transfer.** The Agreement is personal to the Supplier. The Supplier may not assign, novate, or otherwise dispose of the Agreement to any third party, including as a result of a change of control in Supplier, via operation of law, or otherwise, without the prior consent in writing of the Customer.
- (b) **The Customer's right to transfer.** The Customer is entitled to assign, novate or otherwise dispose of its rights and obligations under the Agreement wholly or partly, including the assignment of all of its rights and obligations in relation to specific areas of Services under the Agreement to a Customer Group Entity or another business unit in the Customer Group.

16.12 **Sub-contractors.** Except for temporary consultants working directly under the Supplier's management, the Supplier will not subcontract any part of its obligations under this Agreement without the Customer's prior written consent, which may be given subject to such conditions as the Customer deems appropriate. The Supplier shall remain fully liable before the Customer for any acts and/or omissions of its Sub-contractors. For the avoidance of doubt, the provision of Services by the Supplier's affiliates will be considered sub-contracting for the purposes of this Article.

16.13 **Waiver.** The failure of a Party to insist upon performance of any provision or part of a provision of the Agreement or the failure of a Party to exercise any right or remedy to which it is entitled thereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations created by the Agreement. A waiver of any default of the Agreement by a Party shall not constitute a waiver of any subsequent default.

16.14 **Translations.** The English language meaning shall prevail in the event of any inconsistency between any term of the Agreement, and any translation of such term into another language.

16.15 **Set-off.** The Customer may set off, deduct or withhold from any liability owed to the Supplier under or in connection with the Agreement any liability of the Supplier to the Customer in connection with the Agreement whether present or future, actual or contingent, liquidated or unliquidated, disputed or undisputed and whether owed jointly or severally or in any other capacity and irrespective of the currency of its denomination (and for this purpose may convert the currency of any liability).

16.16 **Severability.** If any provision or part of a provision of the Agreement is held by any court of competent jurisdiction or, pursuant to any Applicable Law becomes invalid, illegal or unenforceable for any reason, such provision shall be severed from the Agreement and the remaining provisions shall continue in full force and effect as if the invalid, illegal or unenforceable provision or part of a provision had been eliminated from the Agreement. Furthermore, the Parties shall use reasonable efforts to replace the ineffective provision with a provision of fundamentally the same content, which, however, is legally valid, binding, and enforceable under the said law.

16.17 **Survival of rights and obligations under the Agreement after expiration or termination.** Any provision of this Agreement that expressly or by implication that is intended to come into or continue to be in force on or after termination or expiry of this Agreement, including (but not limited to), 6 (Audit), 7 (Confidentiality), 8 (Intellectual Property Rights) and any related rights set out elsewhere in the Agreement, 12 (Limitation of Liability), 13 (Indemnities), 14 (Insurance) and any related rights set out elsewhere in the Agreement, 16.17 (Survival Article), 17 (Choice of Law and Dispute Resolution), and any Articles relating to liquidated damages set out elsewhere in the Agreement, shall remain in full force and effect. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

16.18 Third Party Rights.

16.18.1 This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party

16.18.2 Notwithstanding Article 16.18.1, all Persons within the LEGO Group shall be entitled to all rights and benefits of the LEGO Group as stated in the Agreement, and such Persons may enforce such rights and benefits directly against the other Party.

16.19 **Communications.** No communications from a Party to the other Party or from a Customer Group Entity pursuant to the Agreement shall have any validity unless made in writing and in accordance with this Article. Except as otherwise expressly stated in the Agreement, any formal or legal notice which a Party or a Customer Group Entity is required to give to the other Party must be given either by mail, by hand delivery or by email. In the

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instance a notice is sent by email, a duplicate copy must be sent by mail to Corporate Legal Affairs at LEGO SYSTEM A/S, Aastvej, 7190 Billund, Denmark. Such mailed notice shall take precedence over the emailed copy. The addresses set out in the Cover Agreement shall apply to general notices made under the Agreement.

16.20 Change management

- (a) At any time during the Term, the Customer may request changes to the Services and/or Deliverables or any of elements of them. Such request may be given orally, but shall be confirmed in writing.
- (b) Within ten (10) Business Days of receipt of a request for a proposed change to the Services and/or Deliverables or any elements of them, the Supplier shall submit to the Customer a written proposal for that proposed change, specifying: (a) the impact on the existing Services and/or Deliverables or the relevant element due to the change; (b) a timetable for implementing the change; (c) any changes to the Agreement which might be required as a result of the proposed change; and (d) any charges for implementing the proposed change. Such proposal will be prepared at no additional charge to the Customer.
- (c) On receipt of the proposal for a proposed change, the Customer may decide, in its sole discretion: (a) to accept the proposal, in which event the Agreement and the Charges shall be amended in accordance with that estimate; (b) to request such further information with regard to the proposal as the Customer may require to evaluate the estimate fully, in which event the Supplier shall promptly provide such information; (c) to amend the proposed change, in which event the Supplier shall review the amended change and submit a revised proposal for that amended change; or (d) to withdraw the proposed change and/or instruct a third party to implement the change.
- (d) Until a change is formally agreed in writing by the parties, the Supplier shall continue to provide the Services as if the change had not been proposed. If the Supplier implements any change to the Services before it has been agreed, it shall do so at its own risk and expense, and shall reverse the change at its own expense if so required by the Customer.
- (e) The Parties agree that changes may result in a net increase or a net reduction in the Charges.
- (f) The Supplier shall maintain a log of all changes made under the Agreement.

16.21 Personnel

- (a) The Customer may at any time upon written notice to the Supplier require that an employee of the Supplier engaged directly with the Customer's personnel in the provision of the Services is replaced by another employee with at least the same qualifications. Any such written notice will include the reason for such a request.
- (b) The Customer will grant the Supplier's personnel access to relevant parts of the Customer's facilities and premises in Customer's discretion and the Supplier agrees to the terms and conditions of the CIT Access Agreement which is incorporated by reference into this Agreement and can be obtained upon request.
- (c) The Supplier will be solely responsible for payment of all compensation owed to the Supplier's employees, as well as employment related taxes. The Supplier will maintain appropriate worker's compensation and general liability insurance and the Supplier will have in place all the relevant worker's permits or similar for its provision of the Services.

16.22 **Co-operation.** The Parties shall provide reasonable assistance to the other upon written request. Further, the Supplier shall fully co-operate with third parties, as so requested by the Customer.

16.23 **Export Controls.** This Agreement is made expressly subject to any export laws, regulations, orders or other restrictions imposed by the United States Government or by any other governmental entity on the Services and/or the Deliverables or any related information. Notwithstanding any other provision to the contrary, the Supplier shall not import, export or re-export, directly or indirectly, any Services, Deliverables or related information to any country to which such import, export or re-export is restricted or prohibited, or as to which any such government or any agency thereof requires an export license or other governmental approval at the time of such import, export or re-export without first obtaining such license or governmental approval.

17 CHOICE OF LAW AND DISPUTE RESOLUTION

17.1 Governing law

This Agreement and any non-contractual obligations arising out of or in connection herewith will be governed by and construed in accordance with the Applicable Laws of the following jurisdictions, without regard to international private law regulations or principles leading to the application of other laws:

- (a) If the Customer is domiciled in Denmark, the Applicable Laws of Denmark will apply;

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- (b) Except for Customers domiciled in Denmark, if the Customer is domiciled in Europe, the Applicable Laws of England and Wales will apply;
 - (c) If the Customer is domiciled in China, and a Foreign Element is not satisfied the Applicable Laws of the People's Republic of China will apply;
 - (d) If the Customer is domiciled in China, and a Foreign Element is satisfied the Applicable Laws of Singapore will apply;
 - (e) Except for Customers domiciled in China and where the Foreign Element is not satisfied, if the Customer is domiciled in the Asia Pacific region, the Applicable Laws of Singapore will apply;
 - (f) If the Customer is domiciled in any jurisdiction located in North America or South America, the Applicable Laws of the State of New York, in the United States of America, will apply; or
 - (g) In all other instances the Applicable Laws of England and Wales will apply.
- 17.2 In the event of any dispute or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, the Parties must endeavour in the first instance to settle such dispute or claim by negotiation in good faith.
- 17.3 If the Parties are unable to settle any such dispute or claim within a period of 30 days after the first notification in writing of such dispute or claim by one Party to the other, all such disputes or claims arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be referred to and finally resolved by arbitration in accordance with the below provisions. In each case, the number of arbitrators shall be one (1):
- (a) If the Customer is domiciled in Denmark, arbitration shall take place in Denmark, under the Danish Arbitration Act (in Danish: "Voldgiftsloven"), and shall be administrated by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration in effect at the time when such proceedings are commenced. The place of arbitration shall be Copenhagen. The language of the arbitral proceedings shall be English;
 - (b) Except for Customers domiciled in Denmark, if the Customer is domiciled in Europe, arbitration shall take place in London, under the rules of the London Court of International Arbitration (LCIA) in effect at the time when such proceedings are commenced. The language of the arbitral proceedings shall be English;
 - (c) Except for (d) below, if the Customer is domiciled in the Asia Pacific region, arbitration shall take place in Singapore, in accordance with the arbitration rules of the Singapore International Arbitration Centre (SIAC) in effect at the time when such proceedings are commenced. The language of the arbitral proceeding shall be English;
 - (d) If both Parties are domiciled in China and there is no Foreign Element, the arbitration shall take place in Shanghai, in accordance with the arbitration rules of the China International Economic and Trade Arbitration Commission (CIETAC) in effect at the time when such proceedings are commenced. For the avoidance of doubt, if the Customer is domiciled in China and the Supplier is domiciled outside China, arbitration shall take place in accordance with (c) above; and
 - (e) If the Customer is domiciled in any jurisdiction located in North America or South America, arbitration shall take place in the county of New York in the State of New York, in the United States of America, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The language of the arbitral proceedings shall be English.
- 17.3 Articles 17.2 and 17.3 of these General Terms and Conditions shall not prevent a Party or Customer Group Entity from taking any measures that it may consider necessary to preserve its legal or equitable rights and interests, including but not limited to applications to any competent court or tribunal for interim measures, injunctions or other conservatory relief, the commencement of legal proceedings to avoid the expiry of any applicable limitation period, and any other similar measures.
- 17.4 In the event of disagreement as to the place and rules of arbitration referred to in Article 17.2 (a) – (e) above, the arbitration shall take place under the provisions of Article 17.2 (b).
- 17.4 Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.



Appendix 1 – Data Processing Description

- Data Controller-to-Data Controller [Customer discloses Personal Data to Supplier for Supplier's own purposes, i.e. Insurance companies, usual credit card agreements, healthcare services etc.]
- Data Controller-to-Processor [Supplier obtains access to or Processes Personal Data on behalf of Customer, i.e. hosting, IT-support or other IT-services, marketing campaigns, screening of job applicants etc.]
- No Personal Data Processed under the Agreement
(Please tick one of the applicable)
- Processing of personal data is described in *internal documentation tool* (TLG only)

Purpose of data processing:

Categories of Personal Data:

Data Processors (Sub-contractors) used by Supplier (complete name and address or include separate notice on Data Processors):

Legal basis for disclosure (Data controller-to-Data Controller only):

- Consent of the data subject
- Necessary for the performance of a contract to which the data subject is a party or in order to take steps at the request of the data subject prior to entering the contract
- processing is necessary for compliance with a legal obligation to which the controller is subject;
- processing is necessary in order to protect the vital interests of the data subject or of another natural person;
- processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
- processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child
- Other (please complete): _____

Legal basis for transfer:

- Data transfer (complete if Personal Data from Customer is transferred outside the applicable territory)
If yes, which legal basis:
 - Consent of the data subject
 - Other (please complete): _____
- Necessary for the performance of a contract between the data subject and the Customer
- Consent of the data subject
- Standard data protection clauses
- EU Binding Corporate Rules or APEC CBPR
- Approved code of conduct with binding and enforceable commitments
- Approved certification mechanism



Appendix 2 - Country specific provisions

USA

If the Applicable Laws of the State of New York, in the United States of America, applies to the Agreement, the following Articles shall apply:

- Article 5.5 shall be amended to read:

“Security. The Supplier shall ensure that appropriate technical and organizational measures are implemented and maintained to protect the Personal Data against unauthorized or unlawful processing and against accidental or unauthorized loss, destruction, damage, alteration, access, use, acquisition or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, or accidental or unauthorized loss, destruction, damage, alteration, access, use, acquisition or disclosure to or of the Personal Data and having regard to the nature of the Personal Data which is to be protected.”
- With respect to Article 12.5, the following language will be added at the end:

“The Supplier and Customer agree that items (a) through (f) shall constitute direct damages under New York law.”
- Article 13.1 shall be amended to read:

“Supplier indemnities. Supplier, its successors and assignees will at all times, at its cost and expense, pay, defend, indemnify and hold harmless the Customer, its respective directors, officers, agents and employees, from and against, all costs, expenses (including, without limitation, reasonable legal fees), liabilities, claims, proceedings, damages and Losses, as incurred by the Customer and on demand, in any way arising from or connected with: (a) any claim or action against the Customer by any third party that the receipt by it of any Services or Deliverables (or any part of them) or the use of any software, equipment or materials provided by the Supplier, infringes the Intellectual Property Rights of that third party; (b) any breach of Article 7 on confidentiality; and (c) fines, penalties and other sanctions imposed by a court, tribunal, government authority under Applicable Law; except where such costs, expenses, liabilities, claims, proceedings, damages or Losses are finally determined by a duly appointed arbitration panel or by a court of competent jurisdiction (as applicable) to arise from a breach of the Agreement by the Customer.”
- Article 13.2(a) shall be amended to read:

“Duty to notify about third party claims. If any third party claim is made against the Customer, the Customer will as soon as possible give the Supplier written notice (provided that failure to give notice shall not constitute a waiver of rights and remedies).”
- Article 14.1 – 14.3 shall be amended to read:

“Insurance requirements. Supplier shall procure and maintain, during the term of this Agreement and for a period of three (3) years thereafter, the following insurance on an occurrence basis:

 - a) Commercial General Liability including premises, operations, independent contractors, contractual liability, products and completed operations, personal and advertising injury, bodily injury (including death) on an occurrence basis, with a combined single limit of not less than One Million Dollars

(\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Supplier shall have the policy(ies) endorsed to add Customer as an Additional Insured with “certificate holder status” on a primary and non-contributory basis and to include Completed Operations; and

- b) Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than One Million Dollars (\$1,000,000) per accident for bodily injury; One Million Dollars (\$1,000,000) by disease; and One Million Dollars (\$1,000,000) per employee for bodily injury by disease; and
- c) Commercial Automobile Liability insurance covering the use of all owned, leased and non-owned and hired motor vehicles utilized in the performance of this Agreement with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence; and
- d) Umbrella or excess liability as may be appropriate to extend coverage limits to Ten Million Dollars (\$10,000,000) over the primary Commercial General Liability, Commercial Automobile and Employer's Liability insurance required above. Such coverage shall be primary and non-contributing to any insurance held by Customer; and
- e) Errors and Omissions or Professional Liability covering all of Customer's services as listed in this Agreement of not less than Three Million Dollars (\$3,000,000); said coverage to extend for a period of three (3) years following the termination of the agreement, if applicable to this contract; and
- f) Cyber Liability insurance in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence, including but not limited to network and privacy insurance, which will cover damages arising out of unauthorized access, unauthorized use, privacy breaches, identity theft, and virus transmission, if applicable to this contract.
- g) The Supplier shall, within 14 days from signing this agreement, provide Customer with a certificate from its insurer and/or its broker or agent, certifying that the Supplier has a liability insurance program, as described above, in force and paid in full.

Failure to provide such certificate or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement.

The insurance required under this Agreement must be issued by an insurer with an “A” rating and must be non-terminable unless a written notice of at least thirty (30) working days is given to Customer, provided the foregoing will not preclude Supplier from changing insurance carriers at any time during the term of this Agreement. Customer will be included as an additional insured to the above policies, with the exception of Workers' Compensation. A waiver of subrogation in Customer's favour will be applicable to all policies (including Workers Compensation) and including, without limitation, its parent company, subsidiaries, affiliates, directors, officers, employees, agents and permitted successors and assigns, against covered claims for which Supplier owes Customer an indemnity under this Agreement.

The insurance requirements stated here are minimum requirements for this Agreement and in no way limit the indemnification covenants contained herein. Customer in no way warrants that the minimum limits contained herein are sufficient to protect Customer from liabilities that may arise out of the performance of the Services by Supplier, its agents, representatives, employees or subcontractors, and Supplier is free to purchase additional insurance as may be deemed neces-

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sary. On insurance policies where Customer is named as an additional insured, Customer shall be an additional insured to the full limits of liability purchased by Supplier even if those limits of liability are in excess of those required by this Agreement.

Singapore

If the Applicable Laws of Singapore applies to the Agreement, the following Articles shall apply:

- The ABC Laws defined in Article 4.5.1(b) shall include the Singapore Prevention of Corruption Act.

- Article 3(f) will be amended to read:

“the provision of Services and Deliverables will be in compliance with and will enable the Customer to comply with with any and all applicable data protection laws and regulations, including without limitation the Singapore Personal Data Protection Act 2012 and other relevant and and all other Applicable Law (“Data Protection Laws”)”

- 5.2 - 5.4.4 and 5.5 - 5.8 will be amended to read:

“The Supplier agrees that the privacy policy, cookie policy or any other policy as laid out on www. LEGO.com from time to time form part of these General Terms and Conditions and apply to all personal data. The Supplier will comply, and will cause its directors, officers, employees, agents, sub-contractors or other representatives (“Supplier Entities”) to comply in all respects with the Data Protection Laws”

- Article 5.4.6 and 5.4.7 will be amended to read:

“In relation to information provided by the Customer to suppliers in Singapore or such other specified country as set out in the Agreement, the Supplier shall not, and shall procure that each Supplier Entity shall not, transfer any Personal Data outside Singapore or such specified country (as the case may be) except in accordance with all requirements prescribed under the Data Protection Laws, and only with the prior written consent of the Customer and on such terms as the Customer may specify from time to time in writing.

Notwithstanding Article 12 and/or any other Articles in this Agreement the Supplier shall fully indemnify defend and hold harmless each Customer Group Entity from and against any and all losses, costs, claims, demands, actions, proceedings, expenses, liabilities or damages whatsoever (including but not limited to all expenses of investigation and enforcement of this indemnity and all legal and advisers' fees and expenses, on a full indemnity basis), resulting from (a) any breach of this Article 5 by the Supplier and/or any Supplier Entity; and/or (b) any breach or non-compliance with the Data Protection Laws by the Supplier and/or any Supplier Entity.”

- Article 17.2(c) shall be amended to read:

“If the Customer is domiciled in the Asia Pacific region, arbitration shall take place in Singapore, in accordance with the Arbitration Rules of the Singapore International Arbitration Centre, which (if applicable) rules are deemed to be incorporated by reference in this

provision. The seat of the arbitration shall be Singapore and the Tribunal shall consist of one (1) arbitrator. The language of arbitration shall be English;”

- The definition of ‘Confidential Information’ included in Appendix 3 shall also include personal data as defined in the Singapore Personal Data Protection Act 2012.

- Save for the persons identified in Article 16.18, the Singapore Contracts (Rights of Third Parties) Act shall not under any circumstances apply to these General Terms and Conditions and any person who is not a party hereto (whether or not such person shall be named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified, in these General Terms and Conditions) shall have no right whatsoever under the Singapore Contracts (Rights of Third Parties) Act to enforce these General Terms and Conditions.

People’s Republic of China

If the Applicable Laws of the People’s Republic of China applies to the Agreement, the following Articles shall apply:

- The Supplier shall comply with the following regarding documentation and evidence:

“Where the Supplier has collected personal data from a data subject on behalf of the Customer, the Supplier shall keep written evidence supporting that required information is provided to the data subject, and written evidence that consent from the data subject has been obtained.”

- In addition to Article 5.7, the following additions shall apply:

“(e) taking remedy measures to mitigate possible harm resulting from any actual or suspected data breach; and

(f) assisting the Customer in promptly informing relevant data subjects suffered by a data breach”

- The Supplier shall comply with the following regarding commercial use of the Personal Data:

“The Supplier shall not send commercial information to data subjects without the Customer’s prior consent or request to do so.”

- In addition to Article 12.6, nothing in this Agreement shall exclude or limit either Party’s liability (a) for personal injury caused to the other Party; or (ii) for property losses caused to the other Party either intentionally or as a result of gross negligence.

- Article 16.18 shall not apply.



Appendix 3 - Definitions

“Agreement”	means the Agreement entered into between the Parties as defined in each cover agreement.
“ABC Laws”	has the meaning set forth in Article 4.5.1(b).
“Affiliate(s)”	means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, which for the avoidance of doubt for the Customer shall include any Customer Group Entity.
“Applicable Law(s)”	means all applicable laws, directives, regulations, Regulatory Requirements and codes of practice of any relevant jurisdiction, as amended and in force from time to time.
“Best Industry Practice”	means the exercise of skill, care, professional judgment and foresight which would be expected from the top twenty-five per cent (25%) of companies who are expert and experienced in conducting the same type of undertaking that provides the same or similar services as the Services.
“Business Day”	means weekdays excluding weekends and public holidays of the country in which the Services are to be used by the Customer.
“Charges”	means the charges paid by the Customer under the Agreement.
“China”	means the People’s Republic of China, excluding, for the purposes of this Agreement, the Hong Kong and Macau Special Administration Regions and Taiwan.
“CIT Access Agreement”	means an agreement (as amended from time to time and provided upon the request of the Supplier) which concerns access to the Customer’s premises.
“Confidential Information”	<p><u>means without limitation:</u></p> <p>(a) all non-public information relating to the Disclosing Party’s business (including, business plans, financial data, customer information, marketing plans, etc.), technology (including technical drawings, designs, schematics, algorithms, technical data, product plans, research plans, software, etc.), products, services, trade secrets, know-how, formulas, processes, ideas, and inventions (whether or not patentable);</p> <p>(b) any information, findings, data or analysis derived from Confidential Information;</p> <p>(c) third party information that the Disclosing Party is under obligation to keep confidential;</p> <p>(d) any information which according to</p>

	<p>Applicable Law is confidential, including Personal Data</p> <p>(e) the nature, content and existence of a relationship (except as described in Article 8.5.), discussions or negotiations between the Parties,</p> <p>(f) all other proprietary or confidential information which may give an opportunity to acquire an advantage over the competitors who do not know or use such information.</p> <p><u>Confidential Information does not include any such information that:</u></p> <p>(a) is generally available to the public at the time of receipt by the Receiving Party from the Disclosing Party or becomes available to the public through no fault of the Receiving Party or breach of the Agreement (provided that the information that is rumored or reported does not become public based only on such rumors or reports);</p> <p>(b) is rightfully received by the Receiving Party from a third party free to lawfully disclose such information to the Receiving Party;</p> <p>(c) is in the Receiving Party’s lawful possession, as evidenced by its written records, prior to disclosure by the Disclosing Party; or</p> <p>(d) is independently developed by the Receiving Party without the aid, application or use of the Confidential Information, as evidenced by its written records.</p>
“Contract Year”	means a period of twelve (12) months starting from the Start Date.
“Control”	<p>means any of the following:</p> <p>(i) direct or indirect ownership of more than fifty per cent (50%) of the share capital or other ownership interest in any other Person;</p> <p>(ii) the right to exercise more than fifty per cent (50%) of the votes in any other Person; or</p> <p>(iii) the contractual right to designate more than half of the members of such Person’s board of directors or similar executive body.</p>
“Customer”	means as set out in each cover agreement
“Customer Data”	means any and all data deriving from or being created by the Customer, including personal data (as defined in the European Directive 95/46/EC and as of 25 May 2018 the European Regulation 2016/679) with later amendments for which the Customer is deemed, under the rules of the applicable data protection authority in the

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	territory in which the Customer is domiciled, to be the Data Controller.
“Customer Group”	means the Customer and the Customer Group Entities.
“Customer Group Entity”	means any Person who from time to time is directly or indirectly owned or Controlled by the Customer’s parent company, which for the avoidance of doubt includes: (i) A subsidiary of the Customer or any other Person over which the Customer has an identical or corresponding influence as that over its subsidiary; (ii) any Person under common Control with the Customer; (iii) any Person under the direct or indirect Control of a Person under common Control with the Customer including Persons directly or indirectly minority owned by such Persons where there is a legal prerequisite under local law for local majority ownership; or (iv) any Person that has the direct or indirect Control of the Customer; and the parent company itself.
“Customer Group Responsible Business Principles”	has the meaning set forth in Article 4.4.
“Customer Regulatory Requirements”	means any declaration, decree, directive, regulation, legislative enactment, order, ordinance, regulation, rule or other binding requirement of or by any government authority applicable to the Customer Group.
“Customer Trademarks”	has the meaning set forth in Article 8.5.
“Data Controller”	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data (as defined in the European Directive 95/46/EC and as of 25 May 2018 the European Regulation 2016/679)
“Data Processor”	means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller (as defined in the European Directive 95/46/EC and as of 25 May 2018 the European Regulation 2016/679)
“Defect”	means any non-performance of or fault or defect in any Deliverables or Services, including if the Deliverables or Services do not meet any specifications, Service Levels or other criteria agreed between the Parties or which would be reasonably expected to apply.

“Deliverables”	means each item (including any finished goods or raw materials or hardware) contracted to be delivered to the Customer by or on behalf of the Supplier pursuant to this Agreement.
“Deliver First, Settle Later Principle”	has the meaning set forth in Article 11.1.
“Disclosing Party”	has the meaning set forth in Article 7.1.
“Documentation”	means all documents, records, written material and other copies whether in physical or electronic form, including specifications and technical manuals documenting the Services or any Deliverables prepared or delivered in the course of or related to the Services.
“Force Majeure Event”	means any exceptional event or circumstance which: (a) is beyond the control of the Party affected; (b) was not reasonably foreseeable by the Party affected at the date of the Agreement; (c) has occurred without the fault or negligence of the Party affected; and (d) the affected Party is unable to prevent or overcome the exceptional event or circumstance by the exercise of reasonable diligence, provided that exceptional event or circumstance is limited to the following: (i) act of God, plague, epidemic, pandemic, or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; (ii) hostilities or acts of war (whether declared or not), acts of terrorism, sabotage, riots (other than among employees of either Party), civil or military disturbances, (iii) industrial disputes (excluding strikes, lock-outs and other industrial disputes or actions by, between or originating among employees of either Party); (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalisation; (v) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; and (vi) maritime or aviation disasters, which in each case directly causes the Party affected or a Customer Group Entity to be delayed or prevented from performing its obligations under the Agreement. A Force Majeure Event excludes the following

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	events: (a) changed market conditions; (b) financial distress; (c) insufficiency of money to provide the Services or any Deliverables; or (d) shortage of labour, materials, equipment or other resources except where the cause of such shortage is itself a Force Majeure Event.
“Foreign Element”	means, in connection to a legal agreement with a relationship to China, an element of the contractual relationship that is sufficient for the relationship to constitute a “foreign-related civil relationship” under the laws of the People’s Republic of China, including but not limited to: (a) a party or both parties involved is/are foreign citizen(s), foreign legal person(s) or any other stateless organization; (b) the habitual residence of a party or both parties involved is/are located outside China; (c) the subject of the contract is located outside China; (d) the legal facts that trigger, change or terminate the civil relation take place outside China;
“Intellectual Property Rights”	means copyrights and related rights, patents, utility models, trademarks, service marks, trade names, topography rights, design rights and rights in databases, domain names, rights in know-how, trade secrets and all applications or pending applications in each case whether or not registerable in any country and all rights and forms of protection of a similar nature or having equivalent or similar effect anywhere in the world.
“Loss” or “Losses”	means all losses, liabilities and costs suffered or incurred by that Person, in each case arising out of any and all claims, actions, demands, proceedings or judgments which may be instituted or asserted in any jurisdiction against or involving that Person due to the specific matter in question.
“Person”	means any natural person and any private or public legal person, including any company, corporation, partnership, firm and unincorporated association.
“Personal Data”	means any information relating to an identified or identifiable natural person both directly and indirectly, i.e. a data subject (as defined in the European Directive 95/46/EC and as of 25 May 2018 the European Regulation 2016/679).
“Processing”	means when the Personal Data is collected, used, shared, changed, stored, archived or deleted (as defined in the European Directive 95/46/EC and as of 25 May 2018 the European Regulation

	2016/679).
“Public Official”	(a) an officer or employee of a government or any department, agency or instrumentality thereof; (b) anyone who holds a legislative, administrative or judicial position of any kind, whether appointed or elected; (c) anyone who exercises a public function for or on behalf of a country or territory (or any subdivision of the same) or for any public agency or public enterprise of a country or territory (or any subdivision of the same); (d) an officer, agent or employee of a public international organisation (meaning an organisation whose members are countries or territories, governments of countries or territories, other public international organisations, or a mixture of any of the above); (e) any person acting in an official capacity for or on behalf of any government (or any department, agency or instrumentality thereof) or any public international organisation; (f) an employee of a company or other business entity in which a governmental body has an ownership interest and / or over which such governmental body may, directly or indirectly, exercise a dominant influence; or (g) a political party or a member of a political party or a candidate for political office.
“Receiving Party”	has the meaning set forth in Article 7.1.
“Regulatory Requirement(s)”	means any declaration, decree, directive, regulation, legislative enactment, order, ordinance, regulation, rule or other binding requirement of or by any government authority applicable.
“Relevant Terms”	has the meaning set forth in Article 4.5.1.
“Representative”	means (a) Affiliates, officers and employees of the Receiving Party; (b) professional advisers or consultants who are engaged to advise the Receiving Party in connection with the purpose of the Agreement; (c) contractors and sub-contractors or any other third party engaged by the Receiving Party in connection with the purpose of the Agreement; (d) any other person to whom the Disclosing Party agrees in writing that Confidential Information may be disclosed to.

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"Services"	means all services to be performed by the Supplier for the Customer pursuant to the Agreement, and including any Deliverables to be provided as part of such Services .
"Service Level"	means any agreed upon service levels or performance criteria applicable to the Services.
"Sub-contractor"	means a contractor, vendor, agent or independent consultant selected and retained by the Supplier who is providing the Services on behalf of the Supplier.
"Supplier Regulatory Requirements"	means any declaration, decree, directive, regulation, legislative enactment, order, ordinance, regulation, rule or other binding requirement of or by any government authority applicable to the Supplier in its capacity as a service provider.

Certificate Of Completion

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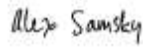
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Signer Events

Alex Samsky
samska01@nyu.edu
Assistant Contract Officer, OSP
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Signature



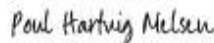
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Poul Hartvig Nielsen
poul.hartvig@LEGO.com
General Counsel
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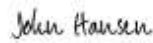


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John Hansen
John.Hansen@LEGO.com
SVP
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