**Confidential**

**Framework Agreement  
Learnship Contract ID: KV-00168**

between the

**INTERNATIONAL OLYMPIC COMMITTEE**

**Château de Vidy, 1007 Lausanne**

**Switzerland**

(hereinafter the **“IOC”**)

and the

**LEARNSHIP NETWORKS GMBH - Basel Branch**

**Aeschenvorstadt 71, 4051 Basel**

**Switzerland**

(hereinafter the **“Service Provider”**)

**TABLE OF CONTENTS**

[1. PURPOSE AND SCOPE](#_Toc518368552)

[2. REMUNERATION 4](#_Toc518368553)

[3. PERSONAL PERFORMANCE 5](#_Toc518368554)

[4. CONFLICT OF INTERESTS 5](#_Toc518368555)

[5. USE OF OLYMPIC PROPERTIES 5](#_Toc518368556)

[6. INTELLECTUAL PROPERTY RIGHTS 6](#_Toc518368557)

[7. CONFIDENTIALITY 7](#_Toc518368558)

[8. DATA PROTECTION 7](#_Toc518368559)

[9. LIABILITY OF THE PARTIES 8](#_Toc518368560)

[10. INSURANCE 8](#_Toc518368561)

[11. OTHER GUARANTEES OF THE SERVICE PROVIDER 9](#_Toc518368562)

[12. TERM AND TERMINATION OF THIS FRAMEWORK AGREEMENT AND RELATED SOW(S) 9](#_Toc518368563)

[13. MISCELLANEOUS 10](#_Toc518368564)

[14. APPLICABLE LAW AND JURISDICTION 11](#_Toc518368565)

**WHEREAS:**

1. The present Framework Agreement is entered into by and between the IOC and the Service Provider, collectively referred to herein as the “**Parties**,” and each individually as a “**Party**.”

1. Under the terms of this Framework Agreement, the IOC entrusts the Service Provider with the responsibility to carry out the activities and services described in one or several “Statement of Work Form(s)”, the terms of which are subject to this Framework Agreement, and any related appendices (hereafter the “**SoW(s)**”), in conformity with the IOC’s instructions and guidance.

**NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. PURPOSE AND SCOPE
   1. The purpose of this Framework Agreement is to define the Parties’ general rights and obligations and other conditions applicable in relation to the provision of the services (the “**Services**”) and deliverables (the “**Deliverables**”) that are specified in detail in the applicable SoW(s), including any appendices thereto.
   2. This Framework Agreement and all applicable SoWs (including for clarity, their respective appendices) are hereinafter referred to as the "**Contract**". In case of any incompatibility, conflict or divergence between this Framework Agreement, a SoW and/or its respective appendices, the Contract shall be interpreted according to the following order of precedence:
      1. First, the applicable SoW;
      2. Second, the present Framework Agreement;
      3. Third, the appendices (if any) of the relevant SoW in their alphabetical order.

Notwithstanding the above, it is expressly understood between the Parties that, in the event of a conflict between (i) the terms of this Framework Agreement or any applicable SoW and (ii) any legal terms which may appear in the Service Provider’s offer or in any separate correspondence, the terms of the applicable SoW and of this Framework Agreement are the only ones applicable.

* 1. The Service Provider receives its instructions from, and shall report to, the person(s) designated as the **“IOC Contact”** in the applicable SoW.
  2. Change request: The Service Provider acknowledges and agrees that no modification of or change in the Contract shall be valid and enforceable against the IOC unless agreed to by the IOC in a written instrument duly signed by the Parties. If the IOC requires a modification, the Service Provider must reply in writing within five business days as to the feasibility of carrying out the proposed modification and the influences it will have on the performance of the Services and Deliverables, in particular, on costs and time schedules. The IOC shall also have five business days in which to accept or refuse the proposals made by the Service Provider. Reasons must be given by either Party for any refusal. While modification proposals are being studied, the Service Provider shall continue to work on the areas of the Contract not affected by the modification. If this should prove impossible, it shall continue with the previously defined work while taking the modification proposals into account. Any accepted modification to the Contract must be recorded in writing.

1. REMUNERATION
   1. Unless otherwise provided in the Contract, the remuneration (the “**Service Fees**”) of the Service Provider for the provision of the Services and Deliverables shall be determined in the applicable SoW. Where agreed between the Parties, the rates applicable for both “time and material” Services and fixed price projects can be described in an appendix attached to this Framework Agreement.
   2. Unless otherwise provided in the applicable SoW:
      1. the Service Fees shall consist of a fixed price and will be paid within sixty (60) days of the date of receipt by the IOC of the Service Provider’s invoice, provided that the Service Provider has complied with the terms of the Contract to the IOC’s satisfaction and that the information in the relevant invoice detailed in Article 2.4 below is correct;
      2. the Service Fees cover the assignment of all intellectual property rights and other rights as per Article 6 hereunder, as well as all expenses incurred by the Service Provider in providing the Services/Deliverables and associated therewith (such as travel, accommodation, meals, parking, telephone, fax, etc.);
      3. time spent by the Service Provider for travelling shall not be remunerated;
      4. the Service Fees are inclusive of all applicable taxes.
   3. Any travel associated with the provision of the Services/Deliverables is subject to the prior written approval of the IOC and, unless otherwise agreed between the Parties in a SoW, shall be arranged through the IOC travel agency.
   4. All the Service Provider’s invoices shall contain the following information:
      1. the Service Provider’s full name and address;
      2. the date and number of the relevant invoice;
      3. the currency in which the relevant invoice is issued;
      4. the number of the relevant IOC purchase order;
      5. the bank details of the account to which the payment shall be made (if the Service Provider has not provided a payment slip); and
      6. the name of the IOC Contact (as defined under Article 1.3 above).

Furthermore, all the Service Provider’s invoices shall detail the purpose of the mission undertaken, the period concerned, and the Services/Deliverables performed. If the Service Fees are based on an agreed daily/hourly rate, the Service Provider shall submit time-sheets in support of all its invoices.

* 1. The Service Provider shall submit all its invoices to the IOC by electronic mail at the following address: [accountingap@olympic.org](mailto:accountingap@olympic.org).

1. PERSONAL PERFORMANCE
   1. The Service Provider provides the Business Training Services by selected trainers as individual or group course. Service Provider may, at its sole discretion, use subcontractors (freelance trainers) for the provision of the Services. The Service Provider shall not - with the exception of freelance trainers - delegate or subcontract all or part of the Services/Deliverables or name a replacement unless the Service Provider has received prior written authorisation to do so from the IOC. If the Service Provider requires the use of subcontractors or third-party suppliers - other than freelance trainers - for the performance of all or part of the Services/Deliverables, the Service Provider and the IOC shall assess whether such Services/Deliverables to be subcontracted can be provided by the IOC’s preferred suppliers (including Olympic sponsors).
   2. Where the IOC has given its written authorisation for all or part of the Services/Deliverables to be subcontracted to a third party (the **“Subcontractor”**), the Service Provider shall supervise and be responsible and liable for all work and services performed by the Subcontractor and for its compliance with the terms and conditions of the Contract. For sake of clarity, the IOC shall have the right to revoke such authorisation at any time.
2. CONFLICT OF INTERESTS
   1. For the duration of this Framework Agreement, the Service Provider (which, for the purpose of this Article 4 also includes any of the Service Provider’s subsidiaries or other affiliates) shall not provide any service, or perform any other activity, for any third party if such service or activity causes a conflict of interests regarding the Service Provider’s relationship with the IOC. To ensure the respect of its obligations under this Article 4.1, the Service Provider agrees to the following:
      1. The Service Provider shall not, without the IOC’s prior written approval, provide any service or perform any activity for any person or entity (such as a city, candidature committee, National Olympic Committee or International Federation) involved in a candidature process for the organisation of the Olympic Games, Youth Olympic Games or an IOC Session, or for the inclusion of a sport in the Olympic Games programme. Should the Service Provider be currently involved in providing services or performing any activity for any such person or entity, the Service Provider shall inform the IOC in writing, prior to signing this Framework Agreement; and
      2. The Service Provider shall inform the IOC in writing of any activity or service provided for any other member of the Olympic movement or commercial partner of the IOC which may reasonably create any risk of a conflict of interests and shall indicate to the IOC the measures planned by the Service Provider in order to avoid such conflict of interests.
   2. The IOC agrees to cooperate in good faith with the Service Provider, in particular by considering the nature of the services being (or proposed to be) provided by the Service Provider (or by any of its subsidiaries or other affiliates, if applicable) to any third party, in order to ensure that the implementation of this Article 4 does not go beyond what is necessary to prevent conflicts of interests.

1. USE OF OLYMPIC PROPERTIES
   1. The Service Provider is not granted any marketing rights under the Contract or any right of association in any way with the IOC, the Olympic Games or the Olympic movement. The Service Provider shall not, without the prior written consent of the IOC, use or authorise the use of any of the “Olympic Properties” (as defined by the Olympic Charter (as available on the following link: [www.olympic.org/documents/olympic-charter](http://www.olympic.org/documents/olympic-charter)) and as periodically updated), including without limitation the Olympic symbol, emblem(s) such as Olympic Games emblems, trademark(s), theme(s), logo(s), mascot(s) or other designation(s), or conduct any communication that may suggest, directly or indirectly, that the Service Provider has been granted any right of association with and/or maintains any particular relation with the IOC, the Olympic Games and/or the Olympic movement. The obligations arising from this provision shall not expire upon termination of the Contract.
2. INTELLECTUAL PROPERTY RIGHTS
   1. The Parties acknowledge and agree that the Service Provider shall retain all intellectual property rights in and to the Service Provider Platform and Training Materials, collectively referred to herein as the “**Services**”, while the IOC Content and all rights in connection with it shall be and remain the sole property of the IOC. In this respect, the Service Provider shall not, without the prior written consent of the IOC, use, facilitate or authorize the use of the IOC Content, except to the extent required for the Service Provider’s performance of its obligations under this Contract.

For the purpose of this clause 6:

* + 1. **Service Provider Platform** means the Learnship platform, which is Service Provider’s proprietary tool, used for the provision of languages courses.
    2. **Training Materials** means any material in whatever format or medium that is made available to the IOC via the Service Provider Platform by the Service Provider or on the Service Provider's behalf.
    3. **IOC Content** means all products, contents, elements, assets, data, information or any other material or otherwise (i) provided by the IOC or any third party on IOC’s behalf to the Service Provider, or (ii) belonging to the IOC or any third party, that the Service Provider has had access to pursuant to the Contract and any rights in connection with such products, contents, elements, assets, data or any other material or otherwise, including but not limited to any and all rights, titles and interests, such as:
* in the nature of intellectual property, whether registered or not (including but not limited to patent rights, copyrights, neighbouring rights, rights on designs and models, all database rights, the rights relating to all distinctive signs such as trademark rights as well as other related rights, such as the rights to know-how, production secrets and trade secrets);
* the Olympic Properties and/or all rights related to the organisation, exploitation, broadcasting, recording and representation of the Olympic Games, the Youth Olympic Games and/or any other event organized under the control of the IOC such as the Olympic emblem, trademark, theme, logo, designations, images and/or footage and Olympic Games related marks, posters and mascots; or
* any other rights, on any product, content, element, asset, data, or any other material or otherwise.
  + 1. **Users** means those IOC employees authorised by the IOC to access and/or use the Services.
  1. The Service Provider hereby grants to the IOC & Affiliates a worldwide, non-exclusive, non-transferable and non-sublicensable right, limited in time to the term of the relevant Statement of Work, to authorize Users to access and use the Services for the training sessions, for wrap-up of the training sessions or for controlling the training progress (“Scope”). Use rights exceeding this Scope or other rights (e.g. with regard to training methods) are not granted. Any use or publication of training methods or training materials, which goes beyond the Scope, requires prior written consent of Learnship. IOC and User will not amend, lease, lend, sell or market the provided software, content or materials.
  2. The Service Provider warrants to the IOC and any entities existing or to be created, owned or directly or indirectly controlled by the IOC from time to time, including the Olympic Foundation for Culture and Heritage, IOC Television & Marketing Services S.A., Olympic Channel Services S.A., Olympic Channel Services S.L., and Olympic Broadcasting Services S.A. or its affiliates (the “**IOC & Affiliates**”) that the Services do not violate any existing copyright, intellectual property rights or other rights of a third-party.
  3. The Services may include third party material, particularly technology and content protected by patent, copyright and/or trademark laws, which have been licensed by Service Provider from third party suppliers in full or in part (“External Content”). For the avoidance of doubt, all ownership and rights in the Services will remain with Service Provider and its suppliers. If the Services contain any External Content, the Service Provider shall inform the IOC and:
     1. confirm that it has obtained for or granted to the IOC & Affiliates all permissions for authorizing Users the use of such External Content in the Services; and
     2. provide to the IOC a copy of the written permission upon request; and

(iii) grant to the IOC & Affiliates a worldwide, non-exclusive, non-transferable and non-sublicensable right, limited in time to the term of the relevant Statement of Work, to authorize Users to use the External Work, as contained in the Services.

1. CONFIDENTIALITY
   1. Either Party shall consider the content of the Contract and the Services and all Deliverables, as well as any information, document or other data given to the Party by the other Party, or by any third party pursuant to the other Party's request to help it perform the Services or that the Service Provider has had access to pursuant to the Contract (which shall be collectively referred to as “**Confidential Information**”), as confidential and the exclusive property of the other Party or the relevant third party. Either Party undertakes and agrees to keep all Confidential Information secret and not to disclose it or otherwise make it available, wholly or in part, to any third party, and not to make use of the Confidential Information, other than as required for the provision of the Services, without the prior written authorisation from the other Party. Either Party shall return to the other Party, or to the relevant third party, any and all Confidential Information (including all copies and reproductions thereof) and shall destroy any notes, reports or other documents that contain Confidential Information and delete any Confidential Information (and all copies and reproductions thereof) that is in electronic form or cannot otherwise be returned to the other Party, upon termination of the Contract for any reason whatsoever or at the first written request of the other Party.
   2. Either Party shall not, without the prior written consent of the other Party, disclose, make known or promote in any other way the existence of the Contract or its relations with the other Party, including, without limitation, by means of advertisements in any manner, media or form whatsoever. The obligations arising from this provision shall not expire upon termination of the Contract.

1. DATA PROTECTION
   1. Each Party, acting as independent Data Controller, must process Personal Data in compliance with applicable Data Protection Laws (as defined under Article 8.2 below). Where Personal Data (as defined under Article 8.2 below) are made available to the Service Provider,acting as independent Data Controller, in relation to the Contract, the Service Provider shall process such Personal Data only as necessary for the purpose of the performance of the present Contract (incl. the optimization of Service Provider's Services) and for the purposes outlined in the Service Provider’s data privacy notice, which can be retrieved in its then current form online at www.learnship.com/de/datenschutzerklaerung/#English.

The Service Provider shall commit itself to confidentiality or be under an appropriate statutory obligation of confidentiality.

The Service Provider may store or otherwise make available the Personal Data outside of Switzerland and/or the European Economic Area. In such cases, the Service Provider shall ensure that, before transferring or making available any Personal Data to any recipient located outside Switzerland and/or the EEA, it has provided appropriate safeguards in relation to the transfer, that the data subject has enforceable rights and effective legal remedies and that it complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred. Furthermore, the Service Provider shall cooperate with the IOC for the purpose of the IOC complying with applicable laws, including any data subject access request or request from any authority.

The Service Provider shall ensure that it has in place appropriate and sufficient technical and organisational measures adapted to the nature of the Personal Data and compliant with the requirements of applicable Data Protection Laws to protect the confidentiality and the integrity of the Personal Data. In the case that the Service Provider becomes aware of any unauthorised or unlawful processing, any accidental or unauthorised loss of, destruction of, or damage to the Personal Data, the Service Provider shall notify the IOC without undue delay.

The Service Provider shall ensure that the Personal Data, including any copies thereof, is not kept for longer than necessary for the purpose of the performance of the Contract and permanently deleted upon termination or expiration of the Agreement, unless the Service Provider is required to retain copies of the Personal Data for compliance with applicable laws. Such copies shall be kept confidential and secure.

The Service Provider agrees to enter into any further agreement or execute any further documents with the IOC, or any entity designated by the IOC, as may be necessary for the purposes of ensuring the compliance of the processing of the Personal Data under the Contract with Data Protection Laws.

The Service Provider may engage a third party acting on its behalf as a data processor for carrying out the purpose of the performance of the Contract provided that it complies with Data Protection Laws.

* 1. For the purpose of this Article 8:
     1. **“Personal Data”** shall mean any information related to an identified or identifiable person which is protected pursuant to the Data Protection Laws.
     2. “**Data Protection Laws”** shall mean any and all data protection, privacy or similar laws that may apply to the processing of the Personal Data including, without limitation, the laws of Switzerland (in particular the Swiss Federal Act on Data Protection, including any revisions thereof and implementation ordinances) and the General Data Protection Regulation ((EU)2016/679) together with any of its relevant national transposition legislations and legally binding data protection authorities and courts rulings and other legally bonding implementation measures in the EU/EEA.

8.3 The Service Provider understands that the IOC may hold and process Personal Data relating to the Service Provider (including any of its employees, agents and other representatives involved in the provision of the Services) for purposes related to the performance of the Agreement, in particular, as necessary for accessing IOC premises and facilities, using the IT systems, digital and other professional resources, or for the payment of fees, the provision of accommodation and transportation, and other services. Further information regarding the processing of the Service Provider’s Personal Data may be provided to the Service Provider in specific cases, such as the participation in certain events which require an accreditation, or regarding the use of certain IT systems and resources. The Service Provider is responsible to inform its employees, agents and other representatives regarding the processing of their personal data by the IOC.

The IOC will retain the Service Provider’s Personal Data for no longer than is necessary for the purposes of the processing and will implement appropriate technical and organisational measures to protect such data against risks of damage, destruction, loss or unauthorised access. The Service Provider’s information may be transferred to recipients based in countries that do not provide in their laws a level of protection of the privacy equivalent to the one applied within the European Economic Area and Switzerland. In accordance with applicable laws, before transferring data to those countries, the IOC implements safeguard mechanisms recognized by Swiss and European regulators.

In compliance with applicable Data Protection Laws, the data subject has the right to request access, deletion or correction of any erroneous or incomplete data by contacting the IOC contact designated in the Agreement.

1. LIABILITY OF THE PARTIES
   1. The Service Provider undertakes to indemnify and hold harmless the IOC (including its directors, employees, agents, affiliates and representatives) from any and all claim by, or liability to, any third party for loss, damage or injury to persons or property caused by any act or omission (whether wilful or gross negligent) of the Service Provider (including its directors, employees, agents, affiliates, representatives and Subcontractors) for any violation whatsoever of Articles 4, 5, 6, 7 and 8 of the Framework Agreement(including, but not limited to, legal fees, costs and other expenses). In derogation of Article 9 of the Framework Agreement, all the other liabilities of the Parties arising out or in connection with the Contract that are not related to or in connection with violations of Article 4, 5, 6, 7 and 8 of the Framework Agreement, shall not exceed in aggregate the amount of EUR 5,000,000 (Five Million Euros).
   2. In the absence of gross negligence or wilful misconduct, the IOC shall not be liable to the Service Provider (including its directors, employees, agents, affiliates, and representatives) for any loss or damage sustained or suffered in the context of the Contract.
2. INSURANCE
   1. During the entire term of the Contract, the Service Provider shall provide and maintain all necessary and appropriate insurance coverage, in particular, without limitation, liability insurance and, where required by law, workers’ compensation insurance, against all risks in connection with the provision of the Services/Deliverables, in an adequate amount, to cover any claims by third parties and the Service Provider’s agents for, without limitation, personal injury, death or bodily injury, or loss of or damage to property, in connection with the provision of the Services/Deliverables. The Service Provider shall, upon request, provide the IOC with satisfactory evidence of the insurance required under this Article 10.1
3. OTHER GUARANTEES OF THE SERVICE PROVIDER
   1. The Service Provider undertakes to respect all fiscal and social legislation, particularly that in force in Switzerland and its country of residence. For the avoidance of doubt, the IOC will not pay any social security contributions or similar charges in connection with the performance of the Services/Deliverables by the Service Provider (including its directors, employees, agents, affiliates and representatives), as the Service Provider is acting in an independent capacity.
   2. The Service Provider guarantees that it will at all times comply with all applicable laws and regulations, and where necessary obtain and maintain any authorisation or permit delivered by competent authorities, related to its activities and to the provision of the Services/Deliverables, including, without limitation, the regulations applicable to work and stay in any country where the Services and Deliverables shall be performed, all applicable anti-bribery and anti-corruption laws (some of which may have an extra-territorial reach) and respect the principles contained in the United Nations Guiding Principles on Business and Human Rights.
   3. The Service Provider will provide goods and services in compliance with the *IOC Supplier Code* (as available on the following link: <https://www.olympic.org/sustainability>), which outlines the IOC’s minimal social and environmental requirements from its suppliers, and with any additional sustainability requirements communicated by the IOC.
4. TERM AND TERMINATION OF THIS FRAMEWORK AGREEMENT AND RELATED SOW(S)

Term and termination of this Framework Agreement

* 1. The term of this Framework Agreement (the “**Term**”) shall begin on the Effective Date (as defined below), except where an applicable SoW referring to this Framework Agreement has been entered into between the Parties with a Start Date (as defined below) occurring prior to the Effective Date. In such case, this Framework Agreement shall be in full force and effect as of the Start Date of said SoW.
  2. The Term shall end after a period of three (3) calendar years as of the Effective Date, subject to Articles 12.3 to 12.5 below.
  3. The IOC may terminate this Framework Agreement without cause, at any time during the Term, by giving one (1) month’ written notice to the Service Provider.
  4. Either Party may, at any time during the Term, terminate the Contract (including, for clarity, all SoWs in force at that time), with immediate effect (i) in the case of a material breach by the other Party of any of its obligations under the Contract, which, if remediable, has not been remedied within 10 days of receipt of the first Party’s written notice, or (ii) in the case of termination of existence, death, bankruptcy, insolvency, liquidation or dissolution of the other Party.
  5. If a SoW is in force on the date when the Term ends pursuant to Articles 12.2 or 12.3 above, the termination of the Framework Agreement shall be postponed and become effective only upon the end of such SoW(s).
  6. All grants and assignments of rights, consents and waivers granted to the IOC under the Contract, including all related warranties, undertakings and indemnities, shall not be affected by the expiry or termination, for any reason whatsoever, of this Framework Agreement (or of the concerned SoW) and all Works and part thereof produced, made, devised, invented or developed until the effective expiration or termination of this Framework Agreement (or of the concerned SoW) shall be the exclusive property of the IOC as per Article 6 here above.

Term and termination of related SoW(s)

* 1. Each SoW shall enter into force at the specified **“Start Date”** and remain in force until the specified **“End Date”**, unless terminated by one of the Parties in accordance with the provisions below.
  2. The IOC may terminate each SoW, at any time, without cause by giving one (1) month’ written notice to the Service Provider.
  3. Unless otherwise specified in any applicable SoW, either Party may terminate each SoW with immediate effect in the case of a material breach by the other Party of any of its obligations under the concerned SoW, which, if remediable, has not been remedied within 10 days of receipt of the complaining Party’s written notice.
  4. The termination of one or more SoW(s) pursuant to Articles 12.8 or 12.9 shall not affect the validity of the rest of the Contract, including the present Framework Agreement and any other SoW(s) in force at the date of termination.
  5. In the case of early termination of a SoW, for any reason whatsoever, the Service Provider shall be remunerated solely for the Services actually performed until the effective termination date of such SoW, subject to compensation by the IOC with any monies due by the Service Provider to the IOC, in particular, but without limitation, in relation to damages.

1. MISCELLANEOUS
   1. ***Form of the Contract, counterparts and signatures.*** This Framework Agreement and any subsequent Sow(s), as well as any amendment of such agreements, shall only be effective if made in writing. This Framework Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. The Parties further agree that, where the written form is expressly reserved by the Contract, electronic, digital or scanned signatures transmitted by facsimile, by electronic mail or by any other electronic way shall be valid and effective between the Parties. The Parties expressly agree that they shall be bound by their own electronic, digital or scanned signatures (including the ones of their directors, employees, agents and other representatives) and that they accept such form of signature of the other Party.
   2. ***Relationship of the Parties.*** The Parties acknowledge and agree that the Contract does not constitute either Party the agent or representative of the other, or create a partnership, an employer-employee relationship, joint venture or similar relationship between the Parties, and neither Party shall have the power to represent or bind the other Party in any manner whatsoever.
   3. ***Entire Contract; Waiver.*** The Contract along with its annexes and appendices, represents the entire and integrated agreement between the IOC and the Service Provider and supersedes all prior negotiations, representations or agreements, either written or oral, relating to the subject matter hereof. All waivers must be in writing. No waiver by any Party hereto, whether express or implied, of its rights under any provisions of the Contract shall constitute a waiver of such Party’s rights under such provisions at any other time or a waiver of such Party’s rights under any other provision of the Contract. No failure by any Party hereto to take action with respect to any breach of the Contract or default by the other Party hereto shall constitute a waiver of the first Party’s right to enforce any provision of the Contract.
   4. ***Severability.*** In the case that any provision of the Contract may be invalid, illegal or unenforceable, such provision shall be interpreted so as to reflect the intent of the Parties as closely as possible, to the maximum extent permitted by the applicable laws. The remaining provisions of the Contract shall remain valid and shall continue to bind the Parties.
   5. ***Assignment and Successors.*** Neither the Contract nor any of the Service Provider’s rights or obligations hereunder may be assigned or transferred without the prior written consent of the IOC. In the event that the Service Provider changes its legal status or corporate structure or a change of control occurs, the entity concerned, as a result of the Service Provider’s change of legal status or corporate structure or change of control, shall be fully subrogated with respect to all rights and obligations of the Service Provider pursuant to the Contract. In this respect, the Service Provider shall notify the IOC in writing at least one-hundred-and-twenty (120) days prior to such event, for the IOC to decide, no later than sixty (60) days following such notification, on exercising its right of termination, as defined in Article 12.3.
   6. ***Outstanding Event.***

13.6.1 For the purposes of the Contract, an “**Outstanding Event**” means an event that : (i) adversely impacts the provision of the Services and Deliverables under the Contract or (ii) frustrates the purpose for requiring the Services/Deliverables, under a specific SoW. Outstanding Events include, without limitation, earthquakes, floods, catastrophe or other natural disaster, war, civil commotion, strikes, labour disputes, contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly, governmental acts and orders, embargos, epidemic or pandemic (including, but not limited to, SARS, Legionnaires, COVID-19) and any relevant acts of terrorism. The Service Provider must immediately notify the IOC of an Outstanding Event, giving detailed and complete information on the Outstanding Event and the effects thereof, delaying or preventing the Service Provider from performing its obligations under the Contract.

13.6.2 If the IOC determines in good faith that an Outstanding Event has occurred, the IOC shall have the right to either:

Delay the delivery of the Services and Deliverables: in which case the Service Provider shall, as soon as practically possible upon the end of the Outstanding Event, or at a later stage if requested by the IOC, resume the performance of its obligations under a specific SoW; or

Reduce the scope of the Services and Deliverables of a SoW: in which case the terms of Article 1.4 of the Framework Agreement shall apply to any change request reducing such scope. For clarity, the Service Fees shall be reduced accordingly (the “Reduced Fees”). Where the IOC has paid an amount of the Service Fees for Services that have not yet been provided by the Service Provider, and which exceeds the Reduced Fees for the performance of the Services, then the Service Provider shall, upon request of the IOC, reimburse to the IOC an amount corresponding to the difference between the Reduced Fees and the amount of the Service Fees actually paid by the IOC; or

Terminate a SoW: in which case such termination shall be with immediate effect upon written notification thereof and the terms of Article 12.11 of the Framework Agreement shall apply.

* + 1. If the IOC delays delivery or reduces the scope of Services, or terminates, an SoW as per Article 13.6.2 above, the Service Provider shall be entitled to payment of fees to cover all non-recoverable costs engaged for the relevant SoW prior to the notice of delay or reduction of the scope of the Services or of termination (as applicable), as well as to reimbursement of non-recoverable commitments entered into by the Service Provider for the implementation of the activities of the relevant SoW prior to such notice, which the Service Provider cannot reasonably terminate on legal grounds, and upon submission of relevant documentation evidencing such non-recoverable costs, provided that, to the IOC’s opinion, such costs were reasonable and necessary for the performance of the Services.
    2. Notwithstanding anything to the contrary, if the IOC delays or reduces the scope of the Services of, or terminates, an SoW as per Article 13.6.2 above, the Service Provider shall, immediately and for as long as reasonably required (at the IOC’s discretion), take all possible, appropriate and necessary measures to mitigate any loss and/or damage to the IOC. This includes, without limitation, cancelling all flights, cars and hotel rooms booked as well as terminating relevant contracts with subcontractors or agents immediately after being notified by the IOC of a change in the scope of the Services or of the termination of the SoW, as applicable. The Service Provider shall inform the IOC of all amounts reimbursed to, or recuperated by, the Service Provider as a result of these measures and such amounts (if not already deducted from the Service Fees or Reduced Fees) shall be transferred to the IOC as soon as reasonably possible. Upon request, the Service Provider shall provide the IOC with evidence of all timely, appropriate and effective actions taken towards mitigating any loss and/or damages to the IOC.

1. APPLICABLE LAW AND JURISDICTION
   1. The Contract shall be governed by and interpreted in accordance with the laws of Switzerland without reference to its conflicts of law rules.
   2. Any dispute arising from or in connection with the Contract which cannot be settled amicably shall be submitted to the exclusive jurisdiction of the ordinary courts competent in Lausanne (Switzerland).

**IN WITNESS** whereof this Framework Agreement has been executed in writing by the duly authorised representatives of the Parties and comes into effect on 12.03.2020 (the **“Effective Date”**) and no other signatures are necessary to validly bind the Parties.

|  |  |  |
| --- | --- | --- |
| **For the INTERNATIONAL**  **OLYMPIC COMMITTEE:** | **For the SERVICE PROVIDER:** | |
| **[Xavier Tissieres]**  Director Ressources Humaines    Date :    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **[Sushel K. Bijganth]** CEO    Date :    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **[Laila Merval]**  Talent Management Manager    Date :    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |