



STRICTLY CONFIDENTIAL – LEGAL PRIVILEGE

PARTNERSHIP AGREEMENT

Between LEGO Fonden
CVR no. 12 45 83 39
Koldingvej 2
DK-7190 Billund
Denmark

and [Partner]
[Reg. no.]
[Address]
[Address]
[Country]



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This partnership agreement including appendices (the "**Agreement**") is entered into between:

- (1) LEGO Fonden, CVR no. 12 45 83 39, Koldingvej 2, DK-7190 Billund, Denmark (the "**LEGO Foundation**") and
- (2) [Partner], [Reg. no.], [Address], [Address], [Country] (the "**Partner**")

The LEGO Foundation and the Partner are hereinafter collectively referred to as the "**Parties**" and separately as a "**Party**".

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 DISTRIBUTION OF GRANT FUNDS

- 1.1 The LEGO Foundation has decided to distribute a total grant of [CUR] [AMOUNT] to the Partner (the "**Grant Funds**") for the purpose of the LEGO Foundation 40th Anniversary Fellowship project "[name of project]" carried out by "[name of fellow]" (the "**Fellow**") based on the Grant Application (Appendix 2) (the "**Project**") and subject to the terms and conditions of this Agreement to realise the charitable purpose of the LEGO Foundation as set out in the charter of the LEGO Foundation ([click here](#)).
- 1.1.1 This Agreement constitutes the entire agreement between the Parties regarding the Project, and supersedes all previous written or oral representations, agreements, and understandings between the Parties, whether expressed or implied.
- 1.1.2 The Parties may collectively develop supporting documents to guide the partnership. In case of discrepancies between the Agreement and any supporting documents, the Agreement shall prevail.
- 1.2 *Project Term*
- 1.2.1 The term of the Project is from [start date from application] (the "**Effective Date**" until [end date from application] (the "**Term**").
- 1.2.2 The Term is divided into phases of up to 12 months each (a "**Phase**") as specified in the LEGO Foundation's grant management system, PlayLink ("**PlayLink**").
- 1.3 *Transfer of Grant Funds*
- 1.3.1 The Grant Funds will be transferred to the Partner in instalments (each a "**Grant Instalment**") as specified in PlayLink.
- 1.3.2 The first Grant Instalment covering the first Phase is transferred to the Partner when this Agreement is signed by both Parties.
- 1.3.3 Transfer of subsequent Grant Instalment(s) to the Partner is conditional upon
 - (i) the Partner's submission, and the LEGO Foundation's review and acceptance that reports and plans submitted in accordance with clause 3 complies with agreed scope, budget and reporting requirements; and
 - (ii) demonstrated progress in accordance with the relevant plans and Budget.



- 1.3.3.1 At the discretion of the LEGO Foundation, subsequent Grant Instalments may be withheld until all requirements have been met, and/or adjusted in case of e.g., material underspent, unsatisfactory progress or similar (list not exhaustive).
- 1.3.4 The LEGO Foundation retains 5 % of the total Grant Funds until the LEGO Foundation's approval of the final report. If, upon completion of the Project, any portion of the Grant Funds remains unspent, the LEGO Foundation may, upon written notice to the Partner, at its sole discretion:
- (i) adjust the final Grant Instalment to reflect the actual expenditure; or
 - (ii) require the Partner to return unspent Grant Funds to the LEGO Foundation, in which case the Partner shall comply with such instructions promptly and without undue delay.
- 1.4 *Bank Account*
- 1.4.1 Transfer of the Grant Funds shall be made by the LEGO Foundation to a bank account in the name of the Partner (the "**Bank Account**") as detailed in PlayLink.
- 1.4.2 The Grant Funds must be kept on a separate ledger in the Bank Account at all times. Throughout the Term, the Partner is obliged to promptly request the LEGO Foundation to change the Bank Account information.

2 USE OF THE GRANT FUNDS

- 2.1 The Partner has the full responsibility for the preparation, implementation, and completion of the Project. The Partner's responsibility for the Project includes, but is not limited to, ongoing monitoring of the Project; reporting in accordance with clause 3; and compliance with this clause 2, including but not limited to the following obligations:
- (i) The Partner must comply with all applicable laws, rules, and regulation as well as industry standards, including all applicable child safeguarding, human rights protection, labour protection, anti-corruption and anti-money laundering laws and regulations, and strive to observe and promote the highest ethical standards in implementing the Project.
 - (ii) The Partner and the Partner's employees must at all times and in every aspect of the Project manage conflicts of interest in accordance with its internal policies and applicable law and disclose any material conflicts to the LEGO Foundation. This includes avoiding situations where their loyalty may be compromised and/or their personal interests may conflict with the interests of the Project and/or the LEGO Foundation or could in any other way have a negative impact on their judgement or ability to act solely in the interest of the Project.
 - (iii) The Partner represents that the Partner complies with the LEGO Fonden Code of Conduct and LEGO Fonden Child Safeguarding Policy (Appendix 3).
 - (iv) The Partner represents that the Partner and any affiliates are not sanctioned by any international or national sanction authority, e.g., sanction of diplomatic, political and/or economic nature.
 - (v) The Partner must take all required and reasonable measures to ensure that its employees, consultants, Sub-Grantees, Sub-Contractors, suppliers, beneficiaries, volunteers, transporters, business partners, affiliates and other third parties involved in the Project or acting on behalf of the Partner comply with the regulation set out in clause 2.1 (i)-(iv).
 - (vi) Where the Project involves research activities with children and/or in schools (including any data collection involving human participants), the Partner must ensure that the Project is reviewed and approved (or determined exempt/waived, as applicable) by the Partner's competent research ethics body (e.g., Institutional Review Board/Research Ethics Committee) if such are in place and that all required permissions from the



relevant authorities/schools are obtained, before commencing any such data collection. Upon request, the Partner shall provide documentation of the relevant approval/exemption/waiver and permissions, and the Partner shall comply with any conditions attached thereto.

2.2 The Grant Funds may only be used for purposes which are necessary and reasonable for fulfilling the activities of the Project as described in Appendix 2, and only to the extent the expenses can be covered under a budget line item in an approved budget for a Phase ("**Budget**").

2.2.1 The Grant Funds cannot be used to cover any overhead or administrative costs except for a reasonably proportioned share agreed in advance as part of the Budget.

2.2.2 Grant Funds may be used to cover travel and accommodation costs to the extent included in a Budget. Unless otherwise agreed with the LEGO Foundation, Economy class is the standard form of travelling, and hotel accommodation shall be booked at a reasonable standard in terms of safety and comfort.

2.3 *Budget Changes*

2.3.1 Changes in a Budget are allowed (except indirect cost rates), without prior approval by the LEGO Foundation, provided that no single budget line item of a Phase Budget is increased or decreased by more than 25%.

2.3.2 Changes in the Budget where a budget line item is increased or decreased by more than 25%, require the LEGO Foundation's prior written approval through PlayLink.

2.4 *Equipment disposition*

2.4.1 If Grant Funds are used to purchase equipment with a useful life of more than one (1) year and an acquisition cost of more than the equivalent of USD 5,000 per unit, any proceeds from the sale, trade or other disposition of such equipment must be used in the Project or in line with the scope of the Project.

2.4.2 The Partner may choose not to dispose of equipment provided that such equipment is used in the Project or in line with the scope of the Project.

2.4.3 The LEGO Foundation will under no circumstances be obliged to receive equipment from the Partner.

3 REPORTING REQUIREMENTS

3.1 The Partner is required to submit reporting and planning documents for the Project through PlayLink, as set out in PlayLink.

3.2 The timeline for reporting, planning and subsequent release of Grant Funds is specified in PlayLink. The specific content and/or format of the required reports and planning documents is, during the Term, shared by the LEGO Foundation to the Partner.

3.3 If deemed necessary and with reasonable notice, the LEGO Foundation may require the Partner to submit additional reporting and planning documentation. The Parties will agree in writing on the content of the additional report(s) and plan(s).

4 NOTICES TO LEGO FOUNDATION

4.1 The Partner is obliged to ensure prompt reporting to the LEGO Foundation of any suspected violations of the obligations set out in clause 2.1. In the event of a suspected violation, the Partner shall immediately, however no later than 48 hours from the Partner either knew or



should have known of such violation, inform the LEGO Foundation by contacting the Head of Legal & Compliance on e-mail head.grants.legal@legofoundation.com.

4.2 *Notification of Legal Disputes*

4.2.1 In the event that the Partner becomes involved in any material litigation, legal proceeding, claim, or dispute of any nature that could reasonably be expected to have a significant adverse reputational or compliance impact on the Project or the LEGO Foundation, whether initiated by or against the Partner, including but not limited to the receipt of a legal claim, summons, subpoena or other official notification of legal action, the Partner shall notify the LEGO Foundation at earliest convenience, and no later than 10 business days from the date the Partner becomes aware, of the legal matter by contacting the Head of Legal & Compliance on e-mail head.grants.legal@legofoundation.com.

4.3 *Notification of Media Attention and Branding Risks*

4.3.1 In the event that the Partner becomes aware of any major media cases, significant media attention, or substantial public or social media activity relating to the Partner that could reasonably be expected to pose a material reputational risk to the Project or the LEGO Foundation, the Partner shall notify the LEGO Foundation at the earliest convenience, and no later than 48 hours from when the Partner becomes aware of such media activity by contacting the Head of Legal & Compliance on e-mail head.grants.legal@legofoundation.com. This includes, but is not limited to, incidents that may result in negative publicity or reputational damage.

5 PUBLICATION

5.1 The LEGO Foundation shall be acknowledged in all publications, videos or other information/media products funded or partially funded through this Agreement (“**Publications**”), and the Publications shall, where appropriate and in accordance with any communication guidelines shared by the LEGO Foundation, state that the views expressed by the author(s) do not necessarily reflect those of LEGO Foundation.

5.2 The Partner shall have the right to publish and otherwise disseminate results arising from the Project in accordance with applicable academic standards and principles of academic freedom. At least thirty (30) days prior to submission of any publication, presentation, or other public dissemination relating to the Project (each a “Publication”), the Partner shall provide the LEGO Foundation with a draft version of the proposed Publication for review. The LEGO Foundation’s review shall be limited to identifying (i) any LEGO Foundation Confidential Information and (ii) any material factual inaccuracies relating to the LEGO Foundation. The LEGO Foundation shall provide any comments within the review period, and the Partner shall give due consideration to such comments. The LEGO Foundation shall not have the right to approve, veto, or unduly delay any Publication, except to the extent necessary to ensure the removal of LEGO Foundation Confidential Information. Following acceptance of a Publication for publication, the Partner shall provide the LEGO Foundation with a copy of the final accepted version of the Publication as soon as reasonably practicable. For the purposes of this Agreement, the final accepted version means the author’s accepted manuscript, i.e. the version accepted for publication following peer review but prior to the publisher’s copy-editing, typesetting, or formatting.

5.3 The LEGO Foundation is entitled to publicly publish information received from the Partner relating to the Project. In advance of any material publication concerning the Project, the LEGO Foundation shall inform the Partner.

5.4 *General Use of the LEGO Foundation Name, Logo, and/or Visual Identity*



- 5.4.1 Except as described in this Agreement, including but not limited to the use allowed under clause 5.1, the Partner is not entitled to use the LEGO Foundation name, logo and/or visual identity in any manner without the prior written consent of the LEGO Foundation.

6 INTELLECTUAL PROPERTY

6.1 *Definition of Intellectual Property Rights*

- 6.1.1 Intellectual property rights according to this Agreement means copyrights, topography rights, software rights, database rights, design rights, patents, utility models, trademarks, service marks, domain names and trade secrets ("**Intellectual Property Rights**"). It does not matter whether or not the rights are registered or can be registered. Furthermore, the rights may subsist anywhere in the world.

6.2 *No Assignment or License to Pre-Existing Intellectual Property Rights*

- 6.2.1 This Agreement does not limit or modify either Party's pre-existing Intellectual Property Rights. This means that neither Party shall have, license or acquire any Intellectual Property Rights or other rights with respect to pre-existing Intellectual Property Rights. The Partner does not obtain any Intellectual Property Rights to the LEGO brand.

6.3 *No infringement of the other Party's Intellectual Property Rights*

- 6.3.1 Neither Party will take any action that infringes the pre-existing Intellectual Property Rights of the other Party. Any use of the pre-existing Intellectual Property Rights of the other Party will require prior written approval from that Party.

6.4 *Intellectual Property Rights Generated Under the Agreement*

- 6.4.1 Rights and Intellectual Property Rights to materials (whether tangible or intangible) developed during execution of this Project by either the LEGO Foundation or the Partner or jointly under this Agreement (the "**Results**") are regulated in accordance with the following:

- 6.4.1.1 Results jointly developed by the LEGO Foundation and the Partner, shall be jointly owned, and the Parties will grant each other a non-exclusive, worldwide, transferable and free license for non-commercial use.

- 6.4.1.2 Results developed by the LEGO foundation are to be owned by the LEGO Foundation only. The LEGO Foundation is not required to make the Results publicly available. The LEGO Foundation can - but is not obliged to - grant the Partner a non-exclusive, worldwide and free license for non-commercial use.

- 6.4.1.3 Results developed by the Partner are to be owned by the Partner only. However, the Partner agrees to grant the LEGO Foundation a perpetual, non-exclusive, worldwide, transferable and free license for non-commercial use.

- 6.4.1.4 Where Results are created by or with the involvement of the Fellow or other contributors, the Partner shall ensure that it has obtained all necessary rights from such individuals to grant the rights set out in this Agreement.

7 GENERAL DATA PROTECTION REGULATION

- 7.1 Any data processing in connection with this Agreement including the processing and storage of personal data must be in accordance with applicable law. Before any processing of personal data can take place under this Agreement, the Parties must agree on the establishment of data-processing processes and subsequent requirements including but not limited to entering into data processing agreements and agreeing on written consent forms.



7.2 For the avoidance of doubt, where ethics approval/exemption/waiver and/or other permissions are required under clause 2.1, no data collection and no processing of personal data relating to such activities may commence until such approvals/permissions are in place.

8 LIABILITY

8.1 The LEGO Foundation cannot in any way be held liable for obligations resting with and/or chargeable to the Partner according to agreements, contracts etc. entered into between the Partner and any third party.

9 TERMINATION AND SURVIVAL

9.1 *Breach of Agreement*

9.1.1 If the Partner breaches any of its obligations under this Agreement, the Partner shall, and the LEGO Foundation may request the Partner to, take all relevant and necessary steps to remedy the breach within 10 business days.

9.1.2 If the LEGO Foundation assesses that the breach has not been remedied, or if the breach in the opinion of the LEGO Foundation by nature is irremediable, the LEGO Foundation is entitled to terminate the Agreement by written notice with immediate effect.

9.1.3 The LEGO Foundation reserves the right to terminate the Agreement if, in the LEGO Foundation's sole discretion, the Partner's activities, related or unrelated to the Project, are considered to materially injure, tarnish, damage or negatively affect the reputation and/or goodwill associated with the LEGO Foundation or the LEGO brand.

9.2 *Fellow no longer affiliated / unable to complete*

9.2.1 The Partner shall promptly notify the LEGO Foundation in writing if the Fellow for any reason (i) ceases to be employed by or otherwise affiliated with the Partner or (ii) is unable to continue or complete the Project. Unless the LEGO Foundation approves continuation under clause 9.2.2, this Agreement shall terminate automatically with effect from such date. Upon termination under this clause 9.2, the Partner shall immediately cease using Grant Funds (except as approved in writing by the LEGO Foundation for reasonable wind-down costs), submit any final/wind-down reporting reasonably requested by the LEGO Foundation, and return within thirty (30) days of termination any unspent Grant Funds and any Grant Funds that are not (a) reasonably and in good faith committed prior to the Partner becoming aware (or reasonably should have become aware) of the circumstances in (i)-(ii) above, and (b) necessary for the Project as described in Appendix 2 and the approved Budget.

9.2.2 If the Fellow moves to another institution, the LEGO Foundation may, at its sole discretion, approve that such institution assumes the Project. Any assumption is conditional upon the new institution entering into an accession agreement (or similar) in form and substance satisfactory to the LEGO Foundation and any updates to the Project/Budget/reporting/payment set-up being agreed. Unless expressly approved in writing by the LEGO Foundation, the total Grant Funds shall not increase.

9.3 *Exit*

9.3.1 Notwithstanding clause 9.1, the LEGO Foundation has an extraordinary right to terminate the Agreement giving the Partner six (6) months written notice to expire at the end of a month ("**Exit**").

9.3.2 In case of an Exit, the LEGO Foundation will provide funding during the notice period (the "**Exit Phase**") (the "**Exit Phase Funding**"), either by releasing an adjusted Grant Instalment or by allowing already released Grant Funds to be spent. The specific amount of the Exit Phase



Funding must be determined by the LEGO Foundation based on necessary and reasonable winding down costs documented by the Partner.

9.3.3 If, at the time of expiry of the Exit Phase, all Grant Funds are not spent down the Partner shall return all unspent Grant Funds to the LEGO Foundation.

9.4 *Term of the Agreement*

9.4.1 Except where otherwise specified, the terms of this Agreement shall apply from the Effective Date and remain in force until one year after the expiry of the Term or for so long as any Grant Funds remain unspent by the Partner, whichever is longer.

9.5 *Survival*

9.5.1 The following provisions shall, however, survive the Term and termination of this Agreement, for whatever reason: 10 (Audit), 14 (Governing Law) and 15 (Venue), and any other provision of this Agreement that, according to its nature, shall continue to apply also after the termination of this Agreement.

10 AUDIT

10.1 Representatives of and/or advisors or consultants to the LEGO Foundation, such as an external auditor (the "**Audit Representatives**"), shall on behalf of the LEGO Foundation at any time during normal business hours, with a 72-hour notice, have the right to enter the Partner's premises/facilities and access all relevant documentation. All relevant documentation such as books, records, compliance policies, insurance policies, agreements etc., regardless of wherever and by whomever they are held, must be made available by the Partner for the purpose of auditing the Agreement and/or the Project (an "**Audit**"). The Audit is made in order to verify compliance with the provisions of this Agreement including, for the avoidance of doubt, that Grant Funds have not been misused, as well as in order to verify compliance with policies. The Audit Representatives' access right includes the right to take photocopies of relevant material. The Partner shall retain all relevant books and records for at least five years from the date of final entry.

11 ASSIGNMENT

11.1 The Partner is not entitled to assign any of its rights and/or obligations under this Agreement to any third party without the prior written approval of the LEGO Foundation.

12 SUB-GRANTING OF GRANT FUNDS

12.1 Distribution by the Partner of a part of the Grant Funds to a non-profit third party (a "**Sub-Grantee**") that either directly or indirectly plays a substantive role in fulfilling the objectives of the Project ("**Sub-Granting**") requires prior approval from the LEGO Foundation through PlayLink.

12.1.1 Any Sub-Grantees explicitly mentioned in Appendix 2 are considered approved by the LEGO Foundation.

12.2 Sub-Granting is subject to the following conditions as well as any other conditions required by the LEGO Foundation:

- (i) The Sub-Grantee shall, and the Partner warrants that the Sub-Grantee will, comply with all obligations set out in this Agreement, including but not limited to clause 2.1, 2.1(vi), and 7;
- (ii) Non-performance by a Sub-Grantee engaged by the Partner is treated as non-performance by the Partner under the Agreement; and



- (iii) Sub-Granting does not in any way alter the Partner's responsibility and liability under this Agreement.

13 SUB-CONTRACTING

Subject to the requirements of this clause 13, the Partner is entitled to use third parties (the "Sub-Contractors") to provide services and/or deliverables with a broader objective and where the Partner has the right to instruct ("Sub-Contracting").

- 13.1.1 The Partner is obliged to follow the Partner's relevant policies in procurement of services and/or deliverables from Sub-Contractor(s). Such policies, as well as material changes thereto during the Term, must be submitted to the LEGO Foundation before initiating procurement for the Project.
- 13.1.2 Sub-Contracting is subject to the following conditions:
 - (i) Engagement of Sub-Contractors require the prior approval of the LEGO Foundation through PlayLink if the aggregated value of payments to the Sub-Contractor under one (1) or more agreement(s) exceeds [CUR] [AMOUNT] [Amount determined by the LEGO Foundation];
 - (ii) All expenses related to Sub-Contracting must be covered under a budget line item in a Budget; and
 - (iii) Sub-Contracting is subject to the conditions set out in clause 12.2.
- 13.1.3 Notwithstanding clause 13.1.2(i), Sub-Contractors explicitly mentioned in either Appendix 2 is considered approved by the LEGO Foundation.

14 GOVERNING LAW

- 14.1 This Agreement is governed and construed by and shall be interpreted in accordance with the laws of the Kingdom of Denmark, disregarding the Danish choice of law rules.

15 VENUE

- 15.1 Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity, interpretation, or termination thereof, shall be settled by arbitration administrated under the UNCITRAL Arbitration Rules as then in effect and, except as set forth herein, the dispute will be arbitrated in accordance with such rules. The arbitration shall be final and binding. The language of the arbitral proceedings shall be English. The arbitration shall be held in a mutually agreeable location or, if the parties cannot agree upon a location within ten (10) days after the arbitrator panel has been constituted, at a location deemed fair to the Parties by the arbitrators. The arbitral proceedings shall be confidential.

16 EXECUTION AND SIGNATURES

- 16.1 This Agreement is executed by way of electronic signature by the Parties' authorised representatives.

[Signatory page to the Partnership Agreement intentionally on next page]



[Signatory page to Partnership Agreement]

On behalf of LEGO Fonden:

Date:

Name: [name]
Title: CEO

Name: [name]
Title: Leadership Team Member

On behalf of [insert name of Partner]:

Date:

Name: [name]
Title: [title]

Name: [name]
Title: [title]

Appendix 1:

Additional Partner Obligations

The LEGO Foundation reserves the right to terminate the Agreement in accordance with of 9.1 in case the Partner does not meet the additional Partner obligations set out below:



Appendix 2:
Grant Application



Appendix 3:

The LEGO Foundation's Code of Conduct and Child Safeguarding Policy

LEGO Foundation code of conduct

Introduction

By promoting the LEGO Foundation Code of Conduct we want to commit our partners, suppliers, and sub-contractors to cooperate and/or operate in an ethical and responsible manner.

The Code of Conduct is based on the Universal Declaration of Human Rights, the Convention for Civil and Political Rights, the Convention for Economic, Social and Cultural Rights, the eight Core Conventions of the International Labour Organisation (ILO) and where relevant, other applicable UN and ILO conventions. The Code establishes a set of minimum standards and applies the principle that businesses have a responsibility to respect human rights, i.e. that they must avoid infringing on the rights of individuals and therefore exercise appropriate due diligence.

Scope

The LEGO Foundation adheres to the principles of this Code of Conduct and requires that our suppliers and partners do the same by establishing policies and management systems appropriate to their sector and size to ensure that the requirements of the LEGO Foundation Code of Conduct are met.

Suppliers and partners shall be responsible for ensuring that their services, partners and subcontractors comply with the Code of Conduct

including any applicable child safeguarding policy issued by the LEGO Foundation or a comparable code. This implies engaging in dialogue and monitoring of relevant suppliers and partners for compliance with the applicable code. By 'comparable code we mean a code which at a minimum is based on the Universal Declaration of Human Rights, the Convention for Civil and Political Rights, the Convention for Economic, Social and Cultural Rights, and the ILO core conventions covering child labour, forced labour, freedom from discrimination and right to freedom of association and collective bargaining, and includes an obligation to comply with national legislation. In addition, the code should contain provisions on anticorruption, health & safety, environment, child safeguarding and working conditions that are comparable to the provisions of the LEGO Foundation Code of Conduct. The assessment of the comparable code relies on an individual evaluation conducted by the LEGO Foundation.

Legal Compliance

Suppliers and partners must comply with all applicable national laws, regulations and industry standards. Suppliers and partners should always apply the most stringent standard of these. In case of a conflict between national law and the Code of Conduct, suppliers and partners

Prepared by: Tina Bache

Approved by: LEGO Foundation Leadership Team

Approval date: May 2015 (Revised Dec. 2025)

The LEGO Foundation

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7190 Billund

CVR: 12 45 83 39

www.LEGOfoundation.com



should immediately consult with the LEGO Foundation.

Communication

Suppliers and partners must take appropriate action to ensure that the content and understanding of the principles of the Code of Conduct or a comparable code are communicated to all relevant employees by relevant communication and training.

Child Labour and young workers

The minimum age for full-time employment shall not be less than the age of completion of compulsory schooling and, in any case, not be less than 15 years (or 14 years where established by local law in accordance with the ILO developing-country exception). Employees below 18 years must not be involved in hazardous work or night work regardless of the number of hours worked.

The minimum age for light work (work that does not interfere with compulsory education and does not threaten the health, safety and development of the child) must not be less than 13 years (or 12 years where established by national laws in accordance with the ILO developing country exception).

If a child under the minimum full-time employment age is employed by the supplier or partners, the child must not be dismissed but offered education in combination with work on a part-time basis. If the child is below the national minimum age for light work, a redundancy payment must be provided by the supplier or partner to the child or its family in combination with education. The LEGO Foundation will assist suppliers and

partners in implementing a socially responsible corrective action plan and reserves the right to involve local or international organisations to ensure a proper remediation process.

In all types of work, the supplier and partner must establish types of work, work schedules and labour intensity with special consideration to young workers below the age of 18.

The LEGO Foundation generally encourages the creation of apprenticeship programs compliant with national laws and regulations.

[References: ILO C33, C79, C90, C138, C182, R146]

Forced Labour and Freedom of Movement

Forced, bonded or compulsory labour, including modern forms of slavery such as trafficking, must not be used or benefited from.

Forced, bonded or compulsory labour is defined as forcing people to work against their will or under pressure from a threat or punishment.

Forcing employees to work excessive overtime, or withholding personal papers, deposits or compensation are subtle forms of forced labour and must be avoided. This includes inappropriate loans and salary advances that tie the worker to the workplace.

Employees must have freedom of movement at the workplace as appropriate to their function. Guards must only be posted for normal security



reasons to protect employees and company property.

[References: ILO C29, C105]

Coercion and Disciplinary Practices

Physical punishment, threats of violence, harassment including sexual harassment, or other forms of mental or physical coercion or abuse must not be used.

Monetary fines or deduction in compensation as a means of disciplinary measure can only be conducted if permitted by national law and agreed by the applicable collective bargaining agreement.

Deductions related to damage to company products or equipment is not allowed unless it is demonstrated that the employee is clearly responsible.

[References: ILO C95]

Discrimination

Discrimination, directly or indirectly, in employment decisions, including hiring, promotion, dismissal, wages and access to benefits on grounds of race, colour, sex, language, religion, political or other opinion, age, national, social or ethnic origin, property, sexual orientation, birth, health status, organisational membership, mental or physical disability, or other status must not be engaged in or supported.

Employees must not be subjected to mandatory health tests (e.g. HIV/AIDS or pregnancy) that have no relevance to the job function.

Vulnerable groups, such as migrant workers, who may be subject to less

safeguarding by national law, should be provided with equal benefits and opportunities as national workers.

[References: ILO C100, C111, C143, C158, C159]

Wages, Benefits & Holidays

Employees must at a minimum be paid the local minimum wage for a standard working week, or the industry benchmark, whichever is higher. The wage should be sufficient to cover food and housing expenses and other basic needs for the employee and his/her entitled dependents and provide some discretionary income.

Wages must be paid in legal tender directly to the employee and as a minimum monthly. The pay slip should summarise all relevant wage information in an easily understandable language for the employee.

All benefits, such as pension, sick-/ and leave provisions required by local laws and regulations must be provided, including annual leave, sick leave and maternity leave when applicable.

While not a requirement, the LEGO Foundation encourages suppliers and partners to provide for a minimum of three weeks of annual paid leave and 14 weeks of paid maternity leave, as in accordance with ILO standards.

[References: ILO C26, C95, C117, C131, C132, C183]

Working Hours

Following international labour standards and safeguarding the health and safety of the employees, the LEGO Foundation



requires that the maximum allowable working hours in a week must not on a regular basis exceed 48 hours with a maximum of 60 effective hours per week, including overtime.

Overtime hours must be voluntary, not demanded on a regular basis and be planned in a way that ensures safe working conditions. Overtime hours must be compensated. Alternatively, employees may be offered time off instead of paid overtime according to national law.

Employees must be allowed no less than 24 consecutive hours of rest in every seven-day period, or more if dictated by national law.

[ILO C1, C14: C30]

Employment Terms

Employees must be provided with written confirmation of employment which outlines the terms of employment in language understandable to them. This should include information about work hours, leave and rest periods, benefits, salary, and payment conditions.

Excessive use of fixed-term contracts, labour-only contracting or sub-contracting for the purpose of avoiding obligations to employees under labour or social security regulations related to regular employment relationships must be avoided.

Freedom of Association and the Right to Collective Bargaining The rights of all employees to establish, administer, join (or not join) a trade union, select their own representatives and bargain collectively must not be interfered with or restricted.

If trade unions are not allowed or restricted by law, or only state authorised organisations are allowed, the supplier should facilitate the establishment of alternative measures to enable employees to gather independently and discuss work-related issues.

[ILO C87, C98, C135, C154]

Freedom of Expression

Retaliation practices must not be used to prevent employees from expressing dissatisfaction with their working conditions.

Grievance procedures

A grievance procedure must be in place to enable employees to submit grievances concerning their work conditions. The grievance mechanism should be accessible to all employees on a confidential basis. There must be an established process for processing the grievances, and decisions resulting from the use of such procedures must be accepted and abided by.

Housing

If the company provides housing for its employees, it must be ensured that the facilities are safe, affordable and with access to basic facilities (water, sanitation, eating and cooking facilities) and of appropriate size adequate to the needs of the workers.

Health and Safety

A safe and healthy working environment must be provided in compliance with national laws and regulations. Suppliers must have management systems in place appropriate to the size and sector of the business to adhere to the requirements below.



Appropriate measures must be taken to provide employees with safe and healthy working facilities and to protect them from work-related hazards and anticipated dangers in the workplace. Employees must be provided with adequate information and training for them to perform their tasks safely.

[ILO C148; C155, R164, C170; R190; C148]

Corruption and Bribery

The supplier and partner must ensure by training and management systems appropriate to the size of the company that bribes are not offered, promised, given, accepted, condoned, knowingly benefited from, or demanded.

The LEGO Foundation will regularly make updates to the Code of Conduct publicly available on its website.



Child safeguarding policy

Objective

The LEGO Foundation is committed to ensuring the safety, dignity, and well-being of all children. We uphold a zero-tolerance approach to any form of child abuse, exploitation, neglect, or violence—offline or online. This policy outlines the standards and expectations that guide safeguarding practices in all interactions involving LEGO Foundation employees, partners, and representatives.

Definition

Child safeguarding refers to preventing, responding to, and addressing abuse, neglect, exploitation, or violence against children. A child is defined as any individual under the age of 18.

Scope

This policy applies to all LEGO Foundation employees—whether full-time, part-time, paid, unpaid, interns, volunteers or trustees—as well as partners, contractors, consultants, agencies, and any individuals acting on behalf of the LEGO Foundation. It also applies to all children who are directly or indirectly engaged through our programmes, partners, or digital platforms. The policy holds across all countries and contexts in which the LEGO Foundation operates.

Key Areas of Safeguarding

Safeguarding efforts aim to prevent and respond to physical abuse, emotional abuse, neglect, sexual abuse, exploitation,

and risks that occur both offline and online. This requires establishing appropriate policies, procedures, and practices to ensure protection and accountability.

Responsibilities

The LEGO Foundation leadership team is responsible for promoting and upholding the Child Safeguarding Policy and ensuring that employees are informed and compliant. All employees must safeguard children in all interactions, report concerns immediately and participate in required training.

Organisational responsibilities, including for LEGO Foundation partners, include screening relevant employees, providing ongoing training, embedding contractual safeguarding requirements and ensuring effective systems for reporting and addressing incidents.

Digital safeguarding includes conducting regular risk assessments of digital platforms, ensuring age verification and parental consent where required, handling children's data securely, monitoring digital environments to prevent exposure to harmful content, maintaining clear digital reporting procedures, and training employees on digital risks, including AI-related threats.

Prepared by: Tina Bache

Approved by: LF Leadership Team

Approval date: February 2017 (revised Dec. 2025)

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Prohibited Behavior

At the LEGO Foundation we do not accept the following behaviour

- Physically harming or threatening a child
- Engaging in sexual activity or relationships with anyone under 18
- Developing exploitative or abusive relationships
- Using inappropriate, offensive, or abusive language
- Behaving in sexually provocative ways
- Performing personal tasks children can do on their own
- Condoning illegal, unsafe, or abusive behaviour
- Shaming, humiliating, or emotionally abusing children
- Neglecting a child, e.g. through inadequate care or supervision, or leaving a child in a dangerous situation
- Showing favouritism or discrimination
- Spending excessive unsupervised time alone with a child
- Exposing children to inappropriate or harmful digital content
- Engaging in private, unsupervised digital communication with children
- Sharing or creating inappropriate digital content involving children
- Using AI or digital tools to create harmful, misleading, or abusive content involving children
- Commercial or other exploitation – e.g. conducting marketing that misleads children.

This is not an exhaustive or exclusive list. Employees, partners and other representatives should at all times avoid actions or behaviour, which may allow behaviour to be misrepresented,

constitute poor practice or potentially abusive behaviour.

Required Behavior

At the LEGO Foundation we expect the following behavior

- Treat children with dignity and respect
- Be friendly, supportive, and approachable
- Respect cultural norms and local expectations
- Listen attentively and take children's concerns seriously
- Ensure that activities are safe, positive, and inclusive
- Remain visible and easily identifiable during events

Reporting Concern

Any concerns or suspicions must be reported immediately to the relevant manager or to head.grants.legal@legofoundation.com and, where appropriate, to national authorities.