

# **Agreement on the use of the 2030 SDGs Game Kit.**

This Agreement is made and entered into by and between \_\_\_\_\_ (hereinafter referred to as the "User") and Imacocollabo (hereinafter referred to as the "Provider") to establish the terms and conditions pursuant to the use of the 2030 SDGs Game Kit (hereinafter referred to as the "Game Kit") planned and sold by the Provider.

## **Article 1 (Purpose)**

This Agreement stipulates the User's rights (hereinafter referred to as the "Rights") to implement a program (hereinafter referred to as the "Program") using the whole or part of the Game Kit.

## **Article 2 (Content of the Game Kit)**

The Game Kit consists of the following components.

1. Card Game: "2030 SDGs Game"
2. PowerPoint document for implementing the Program
3. Printed material for implementing the Program

## **Article 3 (Facilitator Training Session)**

3.1. The Provider shall provide a facilitator training session to the User so that the User can implement the Program. The details and costs of the training session shall be determined separately. The training session shall be deemed completed when the User fulfills the following conditions.

- (i) The User must attend all courses of the training session.
- (ii) The User must pass the practical examination to be conducted during the course of the training session. The Provider shall make a pass or fail decision.

3.2. If the User has failed an initial examination, they may retake the examination online within 60 days of the initial examination. The date for the online examination shall be decided by way of an agreement between the User and the assessor nominated when the result of the initial examination is reported. The agreement shall be organized by the User at the User's own responsibility. The facilitator training session shall not be deemed completed unless the User passes the examination.

3.3. The User may retake the examination up to two times. When the User has failed to pass the online examination twice, this Agreement shall be terminated automatically. In this case, the fees paid for the facilitator training session shall not be reimbursed to the User under any circumstances. Even if the User failed the first online examination and did not take the second online examination, the fees paid for the facilitator training session shall not be reimbursed to the User.

#### **Article 4 (Provision of Game Kit Usage Qualification)**

Once the User has completed the facilitator training session and passed the examination, the Provider shall provide the User with a qualification to use the Game Kit.

#### **Article 5 (Game Kit Usage Fee)**

5.1.1. The User shall pay the Provider 20% of the retail value of a training session, workshop, or event carried out using the Program (including consumption tax/VAT/sales tax) as the Game Kit usage fee (hereinafter referred to as "Usage Fee"). When the Program is part of a training session, workshop or event, the Usage Fee will only be applied to the Program portion.

5.1.2. Notwithstanding Clause 5.1.1 above, among the travel expenses, lodging expenses, and facility fees for which receipts are given incurred by the User for a training session, workshop, and event carried out using the Program, those that are reasonably regarded as deductible expenditure by the Provider may be exempted from the retail value.

5.1.3. When the retail value of a training session, workshop, or event using the Program is less than the amount A as specified in the attachment, the Provider may waive the Usage Fee at its own discretion.

5.1.4. When the User provides the Program within and for a for-profit organization that the User belongs to, the Usage Fee shall be the amount B as specified in the attachment. When the User provides the Program within and for a non-profit organization or a government agency that the User belongs to, the usage fee shall be the amount C as specified in the attachment.

5.1.5. When a Usage Fee has occurred, the User shall make a report to the effect to the Provider within a month of its occurrence and the Provider shall issue an invoice based on the User's report.

5.1.6. Payment of the Usage Fee shall be made in accordance with the payment method designated by the Provider and the costs related to payment transaction shall be borne by the User.

5.2. The Provider may revise the attachment without the consent of the User. The Provider shall upload and make available the revised content on the Provider's website during the period in which the content remains valid and effective.

#### **Article 6 (Provision of Game Kit)**

Upon the User's completion of the facilitator training session, the Provider shall provide the Game Kit to the User.

6.1. The Game Kit to be provided is as follows.

(i) A set of "2030 SDGs Game" shall be free of charge.

(ii) A PowerPoint document and a printed material for implementing the Program

shall be provided through an ASP service designated by the Provider.

6.2. The shipping and handling fees and Usage Fees relevant to Provision 6.1 shall be borne by the User.

6.3. If the "2030 SDGs Game" is worn out, damaged, or lost, or if an additional set is required, the User may purchase an additional set from the Provider at a price separately specified.

### **Article 7 (Cooperation for Facilitator Community)**

7.1. The User may create an online community for those who have completed the facilitator training session (hereinafter referred to as the "Community"), in which the User may voluntarily participate.

7.2. The Provider and the User shall make an effort to promote the community and sharing of mutual information and knowledge through the community.

7.3. The programs held by the User shall be made available on the Provider's website upon the User's request.

### **Article 8 (Management of Game Kit Usage Fee)**

8.1. The Provider shall collectively manage the Usage Fees paid by the User under a fund called "Transformative Projects Fund." (hereinafter referred to as "TPF")

8.2. Members of the Community shall determine management and usage of the TPF within the Community in a method separately specified.

### **Article 9 (Termination, etc.)**

9.1. If the User falls under any of the following items, the Provider may terminate the whole or part of this Agreement without advance notice or other consideration.

- (1) Fraudulent or intentionally false calculation or report of Usage Fees
- (2) Infringement of the copyright and any other rights held by the Provider and Project Design, including but not limited to copying, redistribution, modification, and leasing of the "2030 SDGs Game"
- (3) Provision of the Game Kit to or use of the Game Kit by a third party who is not entitled to use the Game Kit, except for cases where the User allows the third party to use the Game Kit for the purpose of supporting the User's program management
- (4) Any activities that may hinder or disturb operation of the Community

9.2. If either party breaches its obligations under this Agreement in whole or part, the other party may give notice requesting the breach to be remedied within a period specified in the notice. If the breach is not remedied, the party giving the notice may terminate this Agreement in whole or part.

9.3. If either party suffers loss or damage as a result of the other party's negligence

or failure to comply with this Agreement, the suffering party shall be entitled to claim recovery of the loss or damage from the breaching party.

### **Article 10 (Ownership of Rights)**

1. Both parties shall acknowledge that the copyright and all other rights related to the Game Kit belong to the Provider and Project Design except that the PowerPoint document referred to in Article 2 may be modified by the User at the User's own responsibility.
2. Both parties shall acknowledge that none of the Rights are attributable to an organization or organizations that the User belongs to and that all of the User's rights are personally attributable to the User.

### **Article 11 (Confidential Information)**

11.1 Neither party shall disclose or divulge to a third party any confidential information obtained through the performance of this Agreement; provided, however, that this shall not apply to information to which any of the following items applies.

- (1) Information that is already public knowledge at the time of provision or disclosure
- (2) Information that is already in the possession of the recipient at the time of provision or disclosure
- (3) Information that becomes public knowledge after provision or disclosure through no fault of the recipient
- (4) Information that is legitimately obtained from a third party not subject to the obligation to maintain confidentiality
- (5) Information that cannot be considered proprietary through comparison with public knowledge

11.2 The provisions in Clause 11.1 shall not apply when information is required to be disclosed pursuant to a regulation, law or court order or when information is required to be disclosed to board members and employees of the Provider or the User for the purpose of carrying out work pursuant to this Agreement.

### **Article 12 (Prohibition of Transfer of Rights and Obligations)**

Neither party may assign or transfer to third parties any rights, obligations, or contractual status, in whole or in part, that arise from this Agreement.

### **Article 13 (Validity of Agreement)**

This Agreement shall be valid for one (1) year commencing from the date of signing of this Agreement, and shall be automatically renewed for successive one (1) year terms thereafter.

**Article 14 (Modification of Agreement)**

14.1 This Agreement may be subject to modification.

14.2 When this Agreement is modified, the Provider, the User, and other members of the Community shall negotiate in good faith to reach agreement.

**Article 15 (Governing Laws)**

This Agreement shall be governed and interpreted in accordance with the laws of Japan.

**Article 16 (Court of Jurisdiction)**

The Tokyo district court shall be the agreed court with exclusive jurisdiction for all litigation in connection with this Agreement.

**Article 17 (Interpretation of Ambiguities)**

Matters not stipulated in this Agreement and any other ambiguities which arise in relation to this Agreement shall be settled through consultation in good faith by and between the parties.

By signing below, both parties agree to the terms and conditions of this Agreement.

**Date of signature**

**User:**

**Provider:**

Takeo Inamura,  
Chairman

Imacocollabo  
Bancho Heim, 1-2 Nibancho, Chiyoda-ku, Tokyo  
Representative Takeo Inamura

## Attachment: Pricing Scheme for the Usage of the Game Kit

This document has been prepared for the purpose of promoting global use of the Game Kit and hereby sets out the pricing scheme for the usage of the Game Kit based on countries' economic conditions.

This document shall be updated once every two years in accordance with the changes in the pricing scheme in accordance with changes in the calculation basis below. When any changes in the calculation basis or logic are required, they shall be discussed and decided on among members of the Community as specified in Article 7 of this Agreement.

### Calculation basis:

Classification by income based on the World Bank GNI

<https://datahelpdesk.worldbank.org/knowledgebase/articles/906519-world-bank-country-and-lending-groups>

World Bank list of economies (2019) divided among income groups

<http://databank.worldbank.org/data/download/site-content/CLASS.xls>

**Table 1: Usage Fees: A, B, and C**

		Fee type A	Fee type B	Fee type C
description		Standard fee	When used for in-house training within your corporation.	When used for in-house training within your nonprofit or government organization
amount		20 % of the net profit of a game event. When the net profit is less than the value specified below, no fee is required.	Flat rate specified below	Flat rate specified below
<b>Country Income group (see Table 3)</b>	Low	US\$ 50 or more	US\$ 100	US\$ 50
	Lower-middle	US\$ 100 or more	US\$ 200	US\$ 100
	Upper-middle	US\$ 300 or more	US\$ 500	US\$ 250
	High	US\$ 500 or more	US\$ 800	US\$ 400

For reference, the data for 2019 is shown below.

**Table 2: GNI per capita by income group**

Income group	GNI per capita (in US\$)
Low	995 or less
Lower-middle	996 - 3,895
Upper-middle	3,896 - 12,055
High	12,056 or more

**Table 3: List of Economies by Income**

Income group	Country
Low	Afghanistan, Yemen, Uganda, Ethiopia, Eritrea, Gambia, North Korea, Guinea, Guinea Bissau, Comoros, Democratic Republic of Congo, Sierra Leone, Haiti, Burkina Faso, Burundi, Benin, Madagascar, Malawi, Mali, South Sudan, Mozambique, Liberia, Rwanda
Lower-middle	Angola, India, Indonesia, Ukraine, Uzbekistan, Egypt, El Salvador, Ghana, Cabo Verde, Cameroon, Cambodia, Kiribati, Kyrgyzstan, Kenya, Kosovo, Côte d'Ivoire, Republic of Congo, Mauritania, Mauritania, Moldova, Morocco, Mauritania, Moldova, Morocco, Mongolia, Moldova, Morocco, Mongolia, Jordan the Gaza Strip, Mauritania, Brazil, , Laos, Lesotho
Upper-middle	Azerbaijan, American Samoa, Algeria, Albania, Armenia, Iraq, Iran, Ecuador, Guyana, Kazakhstan, Gabon, Cuba, Guatemala, Grenada, Costa Rica, Colombia, Jamaica, Samoa, Colombia, Jamaica, Samoa, Suriname, Equatorial Guinea, Serbia, Saint Vincent and the Grenadines, St. Lucia, Azerbaijan, Algeria, Albania, Armenia, Iraq, Iran, Ecuador, Guyana, Kazakhstan, Gabon, , Bosnia and Herzegovina, Botswana, Bosnia and Herzegovina, Botswana, Marshall Islands, Macedonia, Turkey, Turkmenistan, Turkey, Tonga, Nauru, Namibia, Paraguay, Fiji, Brazil, Bulgaria, Venezuela, Belarus, Belize, Malaysia, South Africa, Mexico, Mauritius, Maldives, Montenegro, Jordan, Libya, Romania, Lebanon, Russia
High	Other than the above