

COVID-19 Mutual Indemnification and Release Agreement

Effective Date: _____, 2021

By signing below, NBCUniversal Media, LLC, on behalf of itself and its affiliates (“NBCUniversal”), and the vendor entity named below (“Vendor”) enter into this agreement (“Agreement”), effective as of the Effective Date set forth above, in connection with Vendor’s entry onto any NBCUniversal property or business/production location (“NBCU Premises”) to perform work or for any other reason. This Agreement must be signed by both parties to be effective.

NBCUniversal Media, LLC (“NBCUniversal”)

By: 

Name: Bryce Mason

Title: SVP Facilities & Administration

The parties agree as follows:

_____ (“Vendor”)

By: _____

Print Name: _____

Title: _____

1. COVID-19 – Certain Obligations

a. Each party acknowledges the contagious nature of COVID-19 (as defined by the World Health Organization) and any related strains, variants, and mutations thereof and other similar infectious diseases (“COVID-19”), and the need for safety measures to mitigate the spread of COVID-19. Each party agrees to comply with and abide by all applicable laws, codes, statutes, ordinances, rules, regulations and lawful directives or orders of public officials administering such laws in effect, of any governmental authority with jurisdiction over Los Angeles County, as may be amended or otherwise revised from time to time, and all applicable, then-current industry self-regulatory principles, including without limitation, all applicable State and Federal Department of Health (DOH) directives, Occupational Safety and Health Administration (OSHA) regulations, Environmental Protection Agency regulations and Centers for Disease Control and Prevention (CDC) regulations (collectively, “Applicable Laws”).

- b. In addition to the above, Vendor shall:
 - (i) comply with, and cause its employees, contractors, subcontractors, invitees and guests (collectively, “Vendor Parties”) to comply with, any and all health and safety guidelines, procedures and protocols which may be updated from time to time, including the requirements set forth in Schedule A, provided that Vendor is notified thereof;
 - (ii) inform all Vendor Parties of, and ensure that all participate in, temperature screenings prior to entry onto any NBCU Premises, if such screenings are required by NBCUniversal in its sole discretion;
 - (iii) inform all Vendor Parties entering NBCU Premises of NBCUniversal’s COVID-19 Privacy Notice set out at Appendix 1 and any updates thereof; and
 - (iv) sign and return to NBCUniversal a written acknowledgment of the receipt of such safety requirements in the form attached as Schedule B to this Agreement.

c. Each party shall immediately notify the other party if any of its personnel is known or is suspected to be infected with the COVID-19 virus, where that person had Close Contact with any of the other party’s personnel while potentially infectious (currently assumed to be 48 hours prior to the first onset of symptoms or the date of the positive Covid test, whichever is the earlier). For the purpose of this section, a potentially infectious person has had “Close Contact” with another person if they were less than 6 feet apart for a cumulative total of 15 minutes or more over a 24-hour period, or the potentially infectious person had sneezed or coughed on or near the other person, or such other definition as NBCUniversal may notify to Vendor in writing from time to time. Each party shall assist the other party in its efforts to mitigate the impact of any such potential exposure by promptly providing any information that the other party may reasonably request for the purpose of protecting individuals who may have been exposed. Each party shall endeavor to obtain any legally required consents or authorizations to enable it to comply with these obligations.

d. Vendor understands that failure to comply with the requirements of this Section 1 shall constitute a material default of this Agreement and may result in, among other things, the immediate removal of the Vendor and all Vendor Parties from any and all NBCU Premises and/or the suspension or termination of this Agreement and any other agreement between NBCUniversal and Vendor which may involve Vendor entering onto NBCU Premises.

2. COVID-19 Acknowledgements.

- a. Vendor acknowledges the contagious nature of COVID-19, and voluntarily assumes the risk that Vendor Parties may be exposed to or infected by COVID-19 while on NBCU Premises, and that such exposure or infection may result in personal injury, illness, permanent disability or death (each, a "COVID-19 Injury"). Vendor understands that the risk of a COVID-19 Injury to a Vendor Party occurring on NBCU Premises may result from the actions, omissions, or negligence of the Vendor Parties and/or others, including, but not limited to, NBCUniversal and its employees, contractors, vendors, suppliers, third-party tenants, licensees (other than Vendor), invitees and guests (collectively with NBCUniversal, "NBCU Parties").
- b. NBCUniversal acknowledges the contagious nature of COVID-19, and voluntarily assumes the risk that NBCU Parties may be exposed to or infected by COVID-10 while on NBCU Premises, and such exposure or infection may cause a COVID-19 Injury. NBCUniversal understands that the risk of a COVID-19 Injury to an NBCU Party occurring on NBCU Premises may result from the actions, omissions, or negligence of the NBCU Parties and/or others, including, but not limited to, the Vendor Parties.

3. Mutual Releases of COVID-19 Claims.

- a. As between Vendor and NBCUniversal, Vendor hereby releases, covenants not to sue and discharges NBCUniversal and its direct and indirect parents, divisions, subsidiaries, related and affiliated companies, and their respective officers, directors, agents and employees (the "NBCU Releasees") from any Vendor Party's claim (as well as any claim by Vendor) related to a COVID-19 Injury that may be incurred in connection with working at or visiting NBCU Premises, including all liabilities, claims, actions, damages, costs or expenses of any kind (including reasonable attorneys' fees) arising out of or relating thereto (collectively, "COVID-19 Claims"), except to the extent such COVID-19 Claims arise out of any NBCUniversal Releasee's gross negligence or willful misconduct, whether or not a COVID-19 Injury to a Vendor Party occurs before, during or after working at or visiting NBCU Premises.
- b. As between NBCUniversal and Vendor, NBCUniversal hereby releases, covenants not to sue and discharges Vendor and its direct and indirect parents, divisions, subsidiaries, related and affiliated companies, and their respective officers, directors, agents and employees (the "Vendor Releasees") from any NBCUniversal Party's (as well as NBCUniversal's own) COVID-19 Claims, except to the extent that such COVID-19 Claims arise out of any Vendor Releasee's gross negligence or willful misconduct, whether or not a COVID-19 Injury to a NBCUniversal Party occurs before, during or after working at or visiting NBCU Premises. The foregoing release shall not be effective with respect to any NBCUniversal Party's COVID-19 Claims arising out of Vendor's contact with NBCU Premises if Vendor failed to notify NBCUniversal of health risks as required by Section 1(c) above within 24 hours of becoming aware of such risks.

4. COVID-19 Claims Indemnification.

- a. Vendor agrees to indemnify, save, defend and hold harmless the NBCUniversal Releasees from any and all Vendor Party's COVID-19 Claims, including but not limited to any such COVID-19 Claims that arise out of any NBCUniversal Releasee's negligence, except to the extent such COVID-19 Claims arise out of any NBCUniversal Releasee's gross negligence or willful misconduct, whether or not a COVID-19 Injury to a Vendor Party occurs before, during or after working at or visiting NBCU Premises. If and to the extent the scope of the foregoing defense and indemnity obligations shall be limited by Applicable Laws, such obligations shall be deemed to be limited only to the extent required by Applicable Law and, notwithstanding whether or not such laws apply with respect to NBCUniversal's defense and indemnity obligations described in this Section, NBCUniversal's defense and indemnity obligations shall be likewise limited.
- b. NBCUniversal agrees to indemnify, save, defend and hold harmless the Vendor Releasees from any and all NBCUniversal Party's COVID-19 Claims, including but not limited to any such COVID-19 Claims that arise out of Vendor's and/or any Vendor Party's negligence, except to the extent that such COVID-19 Claims arise out of Vendor's and/or any Vendor Parties' gross negligence or willful misconduct, whether or not a COVID-19 Injury to a NBCUniversal Party occurs before, during, or after working or visiting NBCU Premises. If and to the extent the scope of the foregoing defense and indemnity obligations shall be limited by Applicable Laws, such obligations shall be deemed to be limited only to the extent required by Applicable Law and, notwithstanding whether or not such laws apply with respect to Vendor's defense and indemnity obligations described in this Section, Vendor's defense and indemnity obligations shall be likewise limited. NBCUniversal's obligation in the immediately preceding sentence shall not be effective with respect to any NBCUniversal

Party's COVID-19 Claims arising out of Vendor's contact with or use of NBCU Premises if Vendor failed to notify NBCUniversal of health risks as required by Section 1(c) above within 24 hours of becoming aware of such risks. c.

5. Insurance. If requested by NBCUniversal, Vendor shall provide a Certificate of Insurance documenting its insurance coverages prior to entering onto NBCU Premises.

6. General. This Agreement is governed by California law without consideration of its conflict of laws principles. Except as set forth in this Agreement, all of the terms and provisions of this Agreement shall remain in full force and effect. If any provision of this Agreement is determined to be illegal, unenforceable, null, void or otherwise invalid by any court of competent jurisdiction, (a) such provision will be modified to the least extent necessary to render it valid, enforceable and consistent with the Parties' original intent and (b) the remaining terms and provisions of this Agreement will not be affected and will remain in full force in effect.

Schedule A

At NBCUniversal, the health and safety of our employees, contractors, vendors, and visitors is a top priority. The Company has adopted health & safety measures in response to the COVID-19 virus. All individuals who are approved to report to an NBCUniversal worksite must review and adhere to the following protocols, and any other protocols in place at the specific worksite they are accessing:

- May be required to be fully vaccinated against COVID-19 in select work settings or where jurisdictionally mandated
- Monitor your health daily
- Practice good hygiene
- Wear face coverings when required
- Maintain social distancing when required
- Follow safety signage & instructions

Our [COVID-19 Privacy Notice](#) describes how we handle any COVID-19 data provided by individuals.

WORKPLACE PROTOCOLS



Vaccination Guidance

Contractors, vendors, and visitors may be required to be fully vaccinated against COVID-19 to access an NBCUniversal worksite in select work settings or where jurisdictionally mandated, including in New York City. Contractors and vendors may be required to attest to their vaccination status via their third-party employer.

Contact your visitor host to determine if proof of vaccination will be required for entry at your site.



Monitor Your Health

NBCUniversal encourages you to promote a healthy work environment and take ownership of your personal wellbeing by monitoring your own health during the COVID-19 outbreak.

Each day prior to reporting to the worksite, you should check if you are experiencing any symptoms of COVID-19 as outlined by the Centers for Disease Control and Prevention (US), National Health Service (UK), or World Health Organization, including if you have a fever (100.4F), feel you have a fever, or are generally feeling sick. If any of these apply,

- Stay home from work,
- Seek medical attention, and
- Contact your HR partner, manager, or visitor host.



Practice Good Hygiene

Wash your hands frequently and/or use hand sanitizer, especially after touching frequently used items and/or shared surfaces, and after you've coughed or sneezed into a tissue. Avoid touching your face.

Other good hygiene practices:

- When you sneeze or cough, cover your mouth and nose with a tissue or your sleeve.
- Immediately throw away used tissues into a trash bin.
- Don't touch your eyes, nose or mouth, if your hands are not clean.



Wear Face Coverings When Required

NBCUniversal complies with local health & safety regulations with regards to face covering requirements and may require employees, contractors, vendors, and guests at its work locations to wear face coverings, in accordance with local health & safety regulations.

Local regulations and other work rules may dictate if a face covering is required, what specific types of face coverings are acceptable, and when a face covering should be worn. Please consult with your local supervisor to determine what applies at your location or for your job function. Refer to on-site signage for the most up-to-date face covering guidance and requirements.

Stay Healthy Work Safe



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Maintain Social Distancing When Required

NBCUniversal generally requires employees, contractors, vendors, and guests at all work locations to practice social distancing where possible. Where local regulations that govern a specific NBCUniversal worksite allow for more flexibility for fully vaccinated individuals, please refer to worksite-specific protocols and/or on-site signage for social distancing requirements. Social distancing may not be possible in unique jobsites and confined spaces, and in these instances, additional guidance will be provided.



Follow Safety Signage & Instructions

Individuals must adhere to all signage providing guidance on workplace safety protocols. Additionally, individuals must follow instructions provided by authorized NBCUniversal representatives including members of the Human Resources, Environmental Health & Safety, Facilities, and Security teams.

Additional Support

If you have any questions or concerns while at the worksite, we encourage you to reach out to any of the contacts below:

- Contact your HR partner, manager, or visitor host.
- If you become ill at any point while at the worksite, please leave immediately, seek appropriate medical attention, and contact your HR partner, manager, or visitor host.
- To raise an anonymous concern, contact Comcast NBCUniversal Listens at 1-877-405-4783 or [ComcastNBCUniversalListens.com](https://www.comcastnbcuniversal.com/listens).

Appendix 1

NBCUniversal

COVID-19 Privacy Notice

Last updated August 6, 2021

What is the purpose and scope of this document?

This COVID-19 Privacy Notice (“**Notice**”) describes how we collect, use, and disclose your personal information in the context of our response to the COVID-19 pandemic and our relationship with you (“**personal information**”).

In this Notice, we will use the terms “NBCUniversal,” “we,” “us” and “our” to refer to:

- **For Productions:** the NBCUniversal company that is producing or commissioning that production or event, if you are directly or indirectly employed or engaged by, or otherwise participate in, a NBCUniversal production or event (“**Production**”), or are accompanying someone who is doing so.
- **For Workforce:** the company that employs you or engages you or (if you are employed by a vendor) that has engaged your employer to provide services to it, if you are an employee, contractor or other individual who provide services to NBCUniversal in a non-production context (collectively, “**workforce**”).

NBCUniversal is the “**data controller**” of your personal information. This means that it is responsible for how it holds and uses personal information about you.

This Notice only applies to our relationship with you in the context of our response to COVID-19. Other aspects of our relationship may be governed by the terms of other privacy policies or notices that have been provided to you separately.

We may update this Notice from time to time.

The kind of information we collect about you under this notice

As part of our ongoing efforts to maintain the health and safety of our Production or workforce, we collect, store, use, and share various types of personal information about you. We collect this information either directly from you, or from another person or entity, or through the use of technology (e.g. wearable devices, mobile phone apps). The kind of information we collect about you may include, where applicable:

- Demographic information such as name, phone number, address and gender;
- Information regarding potential exposure to COVID-19;
- Information about potential symptoms;
- Information about pre-existing conditions or heightened health risk factors;
- Information about a diagnosis of COVID-19 or your vaccination status, where you have disclosed this to us, or where we have collected it based on your separate authorization; and
- Information about compliance with COVID-19 safety guidelines.

What will we do with your personal information collected under this notice?

We will use the above information to help protect the **health and safety** of our Production or workforce (for example, by restricting potentially infectious individuals from attending our facilities or locations, conducting contact tracing, or enforcing safety protocols for our locations or productions); to **support our Production or workforce**; to assess your **fitness to work or participate**; to conduct **production or workforce planning, management, and other operational activities in our legitimate interests** (e.g. to make decisions related to COVID-19 absences, to organize COVID-19 testing or vaccinations and monitor testing progress and capacity, or to conduct risk or trend analysis); to comply with legal obligations in relation to **immigration/quarantine** requirements when making business travel arrangements, to comply with (or exercise rights under) **laws, regulations and contracts**; and (if necessary) to protect your **vital interests**.

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Who will your personal information be disclosed to under this notice?

We will disclose your personal information to the following types of entities (where applicable):

- We share your personal information with **people within NBCUniversal, NBCUniversal group companies, and Comcast** (our ultimate parent company) who have a “need to know” that information to carry out the purposes described in this Notice. This includes, as applicable, relevant personnel within NBCUniversal (such as production or workforce management, COVID-19 compliance personnel and Human Resources) and NBCUniversal Group functions such as HR, Business Continuity & Crisis Management, Environment, Health & Safety, and Legal, and Comcast Medical. As part of a global company doing business across national borders, there are situations where personal information will need to be transferred to NBCUniversal group or Comcast entities in the United States, the United Kingdom or another country, including countries whose laws may provide no or less legal protection for personal information. However, we take the privacy and security of your personal information very seriously, and we take steps to protect your personal information in every country where it is held or accessed, including by putting in place appropriate safeguards such as the European Commission or UK approved or other appropriate data transfer agreements.
- We share personal information with **government health agencies, unions** and other entities as required by law or regulation, or if compelled to do so by judicial or administrative process.
- **If you test positive for COVID-19**, we may conduct **contact tracing** to identify and warn individuals with whom you had contact at the Production or workplace while infectious. With your separate consent, unless otherwise required by applicable law, we may disclose your name and COVID-19 positive status to those individuals or their employers, in order to alert them of the need to take steps to protect themselves and others.
- Where safety protocols vary depending on vaccination status, we may implement a system to allow visible identification of vaccination status in order to facilitate the enforcement of such protocols.
- Where appropriate, we share certain personal information with authorized third-party **service providers**, such as healthcare providers, lodging providers (e.g. hotels), security providers, production services providers and insurers. These third-party suppliers may be based in the United States or another country. It is our practice to require our third-party suppliers to take appropriate security measures to protect personal information, and to require them to put in place measures to ensure that your personal information is treated by them in a way that is consistent with, and which respects, applicable laws on data protection, such as European Commission or UK approved or other appropriate data transfer agreements.
- We may share your personal information with your **employer**, if you are not an NBCUniversal employee (e.g. if you are a contractor or employed by a vendor), for workforce or workplace health and safety, operational or contractual reasons.
- We may disclose your personal information to a **provider of healthcare** to facilitate the ordering and administration of COVID-19 tests, test results and vaccinations, or to aid any treatment or diagnosis of you where you are unable to authorize the disclosure.
- We may share your information if relevant in a **lawsuit, arbitration, grievance, or other claim or challenge** to which you and NBCUniversal are parties and where your physical health may be at issue.
- **If you work on, or participate in, a film, television or digital Production:** We may share certain personal information with a **platform** which intends to exhibit the Production, with a **co-production partner**, or with the **distributor** of the Production (each, a “**Partner**”), as applicable. The Partner may receive production documents containing your personal information (e.g. call sheets, executed agreements) from NBCUniversal. In addition, if required from time to time, we may notify the Partner of changes in the availability of individuals engaged in the Production, for example, if they have tested positive for COVID-19, are required to self-isolate, or are unable to participate in the Production for other reasons. The Partner will process these documents and information to make creative decisions, maintain production records, production management and administration, risk

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management and administration, exercise or defend its legal rights, and comply with legal, regulatory and contractual obligations. In so doing, the Partner may disclose your personal information to group companies and third-party suppliers.

- **If you are a participant in a Production** and your COVID-19 status or compliance with related orders and safety protocols impacts your participation in the Production or the promotion thereof, we may disclose your COVID-19 status to the **general public**.

How We Protect Your Personal Information

We maintain organizational, technical, and physical safeguards to help protect the information we collect and use. These safeguards vary depending upon a variety of factors including the sensitivity of the information we collect and use. Despite all reasonable practices, no security method is infallible.

Exercising Data Rights

Under certain circumstances, in certain jurisdictions you may have the legal right to:

- Request **access** to your personal information. This would enable you to receive a copy of the personal information that we hold about you;
- Request **correction** of the personal information that we hold about you. This would enable you to have any incomplete or inaccurate information we hold about you corrected;
- Request **erasure** of your personal information. This would enable you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You may also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below);
- **Object** to processing of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground;
- Request the **restriction** of processing of your personal information. This would enable you to ask us to suspend the processing of personal information about you, for example, if you want us to establish its accuracy or the reason for processing;
- Request the **transfer** of your personal information to another party; and
- Withdraw your consent for the processing of your personal information.

If you would like to exercise any of your data rights, or if you have any questions or concerns about how we have used your personal information, please contact the NBCUniversal Privacy Department at Productions.Privacy@nbcuni.com (Productions) or Privacy.operations@nbcuni.com (workforce). You may have the right to make a complaint at any time to the data protection authority in your country about our collection and use of your personal information, but we hope that you will contact us first to give us a chance to resolve your concerns.

Retaining Your Personal Information

We will keep your personal information for as long as is necessary to fulfill the purposes we collected it for, including to satisfy legal, regulatory, and reporting requirements.

NBCUniversal Privacy Department Contact Details:

Chief Privacy Officer, NBCUniversal Legal Department, 30 Rockefeller Plaza, New York, NY 10112, USA

Productions.Privacy@nbcuni.com (Productions) or Privacy.operations@nbcuni.com (workforce)

Schedule B

Safe Work Practices and Guidelines Acknowledgment

As the situation regarding COVID-19 continues to evolve, NBCUniversal has adopted safety measures intended to reduce the risk of transmission of the virus. Vendor shall ensure that all of its employees, invitees, guests and contractors (collectively, the "Vendor Personnel") working on our premises review and adhere to the detailed guidance, as outlined in the Stay Healthy Work Safe Guide, the essential elements of which are summarized below.

Comply with NBCU Guidelines

Vendor shall ensure that its Vendor Personnel will comply with any and all health and safety guidelines, requirements, procedures and protocols as set forth by NBCUniversal from time to time at the respective NBCUniversal site, including the guidance set forth in the Stay Healthy Work Safe Guide.

Request any necessary accommodations

NBCUniversal is ready and willing to discuss reasonable accommodations to its safety and health policies with any qualified individual with a disability that would allow for the performance of essential functions of his or her job. Any questions about a reasonable accommodation should be directed to Vendor.

Report safety and health concerns

To minimize the risk of illness, it is each Vendor Personnel's responsibility to report unsafe conditions or a concern that any of NBCUniversal's Safe Work Practices has been violated. Vendor Personnel can raise concerns directly to their manager and/or HR manager. Vendor Personnel can also call the Comcast NBCUniversal Listens Helpline by phone (1-877-40-LISTENS in the US) or through the web portal (www.ComcastNBCUniversalListens.com), which gives an individual the option to remain anonymous. Any concern raised will be promptly and thoroughly investigated. NBCUniversal strictly prohibits retaliation against any individual who raises a safety or health concern or who participates in the handling of an investigation into such a concern.

Acknowledgement

We acknowledge that we have received NBCUniversal's policies relating to safe work practices and we understand that each of our Vendor Personnel are expected to comply with these policies and to any facility-specific rules or guidelines. We further understand that people who show no symptoms can spread COVID-19 if they are infected, that **any interaction with others poses an elevated risk of contracting COVID-19**, and that NBCUniversal cannot guarantee that our Vendor Personnel will not be exposed.

We further understand that, because the COVID-19 pandemic is a fluid situation, NBCUniversal's policies, practices and protocols may change. We understand that we will be expected to comply, and ensure each of our Vendor Personnel comply, to any subsequent policies and guidance provided by NBCUniversal.

We acknowledge and accept, and have informed Vendor Personnel, that personal information of Vendor Personnel will be processed by NBCUniversal in accordance with NBCUniversal's Covid-19 Workforce Privacy Notice.

Signature

Print Name

[FILL IN VENDOR NAME]

Date Signed