PROJECT AGREEMENT

Data Science for Social Good Summer Program

This Project Agreement (the "Agreement") is entered into on , 2018 by and between **Dirección del Trabajo** (the "Participant") and the University of Chicago ("UChicago"), an Illinois not-for-profit corporation with offices located at 5801 South Ellis Avenue, Suite 601, Chicago IL 60637, each individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, UChicago will be conducting the *Data Science for Social Good* summer fellowship program (the "Program") to provide student researchers with an opportunity to learn and develop technical capabilities in research computing and data analytics;

WHEREAS, Participant wishes to help fulfill the instructional objectives of the Program by contributing data, information and research project ideas, as more fully described in Exhibit A, Project Scope, of this Agreement, by contributing data and other information so that Program fellows may endeavor to (through the development and use of analytical tools) offer solutions or suggestions to Participant's identified problem(s);

WHEREAS, both Parties believe and represent that the Program activities described in Exhibit A do not involve encryption or classified technology;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties hereto hereby agree as follows:

1. THE PROJECT.   During the term of this Agreement as set forth in Section 3, Term, UChicago will use its reasonable efforts to perform the research activities described in Exhibit A (the "Project"). UChicago may exercise its discretion and independent judgment as to the method and means of performing the Research.

2. PERSONNEL.

    (A)   UChicago's supervisor for the Research will be Rayid Ghani (the "Project Supervisor"). The Project Supervisor will assign the Program fellows and mentors that will perform the Project. UChicago is responsible for all fellows' and mentors' compliance with the terms of this Agreement. UChicago shall give Participant written notice of any change to its supervisor.

    (B)   Participant's principal contact with respect to the Research is **Mr. Mauricio Peñaloza, Director del Trabajo.** Participant shall give UChicago written notice of any change to its principal contact.

3. TERM. This Agreement is effective for the period from **May 8** through **August 31**, unless sooner terminated in accordance with Section 8, Termination, of this Agreement. UChicago is not obligated to perform any work beyond the termination date of this Agreement.

4. EQUIPMENT.

   (A) Title to any equipment acquired or built by UChicago in order to perform the work under this Agreement vests in UChicago.

   (B) During the performance of the Project, Participant's employees, agents, and contractors ("Personnel") may have the opportunity to use UChicago equipment. All such use of UChicago equipment must be under the guidance and supervision of the Project Supervisor or his/her designee. Any damage to UChicago equipment caused directly or indirectly by Participant Personnel, will be repaired or replaced by UChicago, and Participant shall, upon demand, reimburse the University for the actual cost of such repair or replacement.

5. PROJECT OUTCOMES.

   (A) UChicago will own all intellectual property created or generated in the course of performing the Project, including any software applications ("Software"), inventions (whether or not patentable) conceived, made, developed or reduced to practice and all rights therein (collectively, "Developed IP"). Developed IP does not include data sets prepared or otherwise generated directly from Confidential Information provided by Participant hereunder, or any reports that are deliverables pursuant to Exhibit A conveying research outcomes, suggestion and/or solutions pertaining to Participant's identified problem(s).

   (B) To the extent practicable, UChicago will try to release Software developed as analytical tools under the Project as open source software. In the event such Software cannot be made available as open source software, UChicago shall otherwise grant to Participant a non-exclusive, royalty-free license to use the Software for the purposes set forth in Exhibit A. Notwithstanding anything to the contrary, UChicago is not required to license or incorporate anything into Software that UChicago reasonably believes would infringe another party's intellectual property rights or that UChicago is not authorized to license.

   (C) It is also understood that UChicago retains the right to use for its own purposes any techniques to gather data, conduct research, or formulate solutions developed in the course of working on the Project, and, subject to its obligations of under Section 6, Confidentiality, UChicago reserves the right to use the results of any research conducted under this Agreement for its own teaching, research, and publication purposes. UChicago and its employees shall have the right, consistent with academic standards, to publish the results of research performed under this Agreement, provided such publication does not disclose Confidential Information of Participant. Due to the foregoing, UChicago, prior to exercising the right referred to in this clause, shall inform the Participant of this as follows: UChicago agrees that, prior to submission of a manuscript describing the results for publication, the UChicago shall forward to the Participant a copy of the manuscript to be

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submitted and shall allow the Participant 30 days to determine whether a patent application or other intellectual property protection should be sought prior to publication in order to protect the Participant's proprietary interest in any product or invention developed in connection with this Project. In addition, with reasonable justification, the UChicago agrees to withhold such publication an additional 60 days, if required, to obtain patent protection. At this time UChicago shall be free to submit the manuscript and publish results in any manner consistent with academic standards.

6. CONFIDENTIALITY.

(A) In performance of this Agreement the Parties may disclose to each other, either in writing or orally, information which the disclosing Party deems to be proprietary and/or confidential (hereinafter, "Confidential Information"). Confidential Information shall consist of (i) written information clearly marked as "proprietary" or "confidential" and (ii) oral information reduced to writing within thirty (30) days of oral disclosure and clearly marked as "proprietary" or "confidential." Confidential Information shall be maintained in confidence during the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement, except to the extent that it is required to be disclosed by law, regulation or judicial or administrative process. Receiving Party shall use Confidential Information solely for the purposes of this Agreement. Each Party shall protect the other Party's Confidential Information from disclosure using at least the same degree of care as it uses to protect its own confidential information. The disclosure of Confidential Information to the receiving Party shall not of itself be construed as a grant of any right or license with respect to the information. In the event the receiving Party is required by law, regulation or judicial or administrative process to disclose any Confidential Information, the receiving Party will promptly notify the disclosing Party in writing, if permitted by law, prior to making any such disclosure in order to facilitate the disclosing Party's seeking a protective order or other appropriate remedy from the appropriate body.

(B) Confidential Information does not include information which receiving Party can demonstrate and document: (i) was in its knowledge or possession prior to receipt from disclosing Party; (ii) was public knowledge or becomes public knowledge through no fault of receiving Party; (iii) is or has been properly provided to receiving Party by an independent third party who has no obligation of confidentiality to disclosing Party; or (iv) is thereafter independently developed by receiving Party without reference to the information from disclosing Party.

(C) UChicago retains the right to refuse to accept any such information that is not considered to be essential to the completion of the Research.

(D) Upon termination or expiration of this Agreement, the receiving Party will return to the disclosing Party all tangible copies of Confidential Information of the disclosing Party in the receiving Party's possession or control and will erase from its computer system all electric copies thereof. This includes deleting Confidential Information from AWS EBS (disk volumes), AWS S3 (Amazon Simples Storage), and AWS RDS (the database), and any other locations as necessary.

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7. EXPORT CONTROLS. Both Parties are subject to applicable U.S. export laws and regulations. Participant shall identify any export controlled information or materials as such prior to providing such information or materials to UChicago. UChicago shall have the right to limit or decline receipt of said export controlled information or materials.

8. TERMINATION. Either Party may terminate this Agreement at any time by giving the other Party not less than thirty (30) days prior written notice. UChicago may also terminate immediately if any of the reasons set forth in Section 13, Force Majeure, prevent continuation of the Project. Termination or expiration of this Agreement will not affect either Party's rights and duties under Sections 4, 5, 6, or 12 hereof.

9. NOTICES. Any notices given under this Agreement shall be in writing and delivered by certified or registered return receipt mail, postage prepaid, or by facsimile addressed to the Parties as follows:

For Participant: For UChicago:

Mauricio Peñaloza   Rayid Ghani
Director del Trabajo   DSSG Program Director
Dirección del Trabajo   The University of Chicago
Agustinas 1253, piso 10.   The Computation Institute
Santiago Centro.   Searle Chemistry Laboratory
Santiago de Chile.   5735 S. Ellis Ave.
                                            Chicago, Il 60637
+56226749602   Telephone:_____
                                            Facsimile:_____

10. PUBLICITY. Neither Party shall make reference to the other Party in a press release or any other written statement in connection with the Project and the Program without the other Party's prior consent, which consent shall not be unreasonably withheld, if it is intended for use in the news media. If there is no notice or disapproval within 48 hours after delivery to the other party for its review, the material shall be deemed approved. Notwithstanding the foregoing, UChicago shall be permitted to use Participant's name in a list of Program participants that may also include a brief description of the Project.

11. WARRANTIES. ANY RESEARCH OUTCOMES AND OTHER MATERIALS CREATED UNDER THIS AGREEMENT ARE PROVIDED "AS IS". UCHICAGO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE WORK OR PRODUCTS OF WORK CREATED UNDER THIS AGREEMENT, INCLUDING THE NON-INFRINGEMENT, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY INVENTION OR PRODUCT. Participant acknowledges that research and other work perform under the Project will be conducted by student fellows and may not be subject to peer review or independent verification of results. Participant further acknowledges that the Project is an instructional exercise and, consequently, UChicago will not guarantee any particular outcome or product.

12. **LIABILITY.**

(A)   Participant agrees to hold harmless, indemnify and defend UChicago from all liabilities, demands, damages, expenses and losses arising out of use or other disposition by the Participant, or by any party acting on behalf of or under authorization of Participant, of any Project outcomes or deliverables or any items or materials derived from or related thereto.

(B)   UChicago shall not be liable for any direct, consequential, or other damages resulting from the use of Project Outcomes or deliverables or any items or materials derived from or related thereto.

13. **FORCE MAJEURE.** UChicago shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond UChicago's reasonable control, or by reason of any of the following occurrences: labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, floods, earthquakes, acts of God, energy or other conservation measures, explosion, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrences.
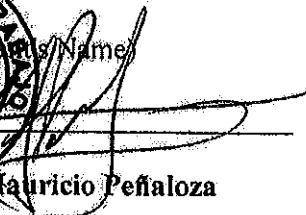
14. **ASSIGNMENT.** Neither Party shall assign its rights or duties under this Agreement to another without the prior express written consent of the other Party.

15. **SEVERABILITY.** In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

17. **ENTIRE AGREEMENT.** This Agreement with its incorporated exhibits, if any, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, commitments, offers, contracts and writings. Any amendments or further addenda hereafter made shall be in writing and executed with the same formality

18. **GOVERNING LAW.** The parties have agreed to remain silent.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate by proper persons thereunto duly authorized.

(Participant's Name)

By: _____

Name: Mauricio Peñaloza

Title: **Director del Trabajo**

Date: **July 10, 2018**

University of Chicago

By: _____

Name: Michael R. Ludwig

Title: Associate VP for Research Admin.

Date: 7/24/18

EXHIBIT A
PROJECT SCOPE

1. Motivation:

   Historically the rate to find infractions in scheduled labour inspections has been 26%. To change this, we will use analytics to create scheduled inspections (based on the behavior of the employers).

2. Objectives:

   a. Improve the rate of infractions in scheduled labour inspections.
   b. Create different models to forecast if an employer is an offender. This by regions, economic activities and types of infractions.
   c. To test the different models in real inspections (field pilot test)
   d. Implement the processes that permit us to do this.

3. Scope:

   a. Inspections programs process.
   b. Creation of predictive models to determite labour infractionality of companies.