

# Appendix A - Standard Subcontract Provisions



These standard subcontract provisions are applicable to the subcontract between Northstar New Jersey Lottery Group, LLC (“Northstar New Jersey”), on behalf of the New Jersey Lottery (the “Lottery”), and

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(the “Subcontractor”) (collectively, the “Parties”).

In connection with Northstar New Jersey’s Printing Services or Promotional Items or Equipment or Research Services Vendor Qualification process, these standard subcontract provisions replace any contract provisions that may have been agreed upon by the Parties orally or in writing prior to executing these standard subcontract provisions. These standard subcontract provisions, together with the Request for Proposals for Printing Services or Promotional Items or Equipment or Research Services (the “RFP”) and the Subcontractor’s Proposal submitted in response to the RFP are incorporated into each other, constitute one integrated agreement, and may be referred to as the “Subcontract.” Any inconsistency, conflict, or ambiguity among these standard subcontract provisions, the RFP, and the Subcontractor’s Proposal shall be resolved by giving preference and effect to these standard subcontract provisions.

Northstar New Jersey is authorized to act on behalf of the Lottery for a term extending until June 30, 2029 in accordance with the provisions of a Lottery Growth Management Services Agreement (the “Services Agreement”) between the Lottery and Northstar New Jersey dated June 20, 2013, as amended. The Services Agreement authorizes Northstar New Jersey to award subcontracts to vendors for such goods and services as are needed for the Lottery’s sales, marketing, advertising, promotional, and research activities, including Printing Services or Promotional Items or Equipment or Research Services provided by the Subcontractor signing these standard subcontract provisions.

The Parties agree:

(a) That nothing in the Subcontract or any prior agreement between the Subcontractor and the Lottery or Northstar New Jersey shall be interpreted to require the Lottery or Northstar New Jersey to indemnify the Subcontractor against any risk or loss.

(b) That the Subcontract shall be interpreted and construed in accordance with the laws of the State of New Jersey regardless of any conflict of laws rules.

The Parties also agree:

**1. Term; Price(s).** The term of the Subcontract shall begin on the date Northstar New Jersey establishes the Qualified Printing Services or Promotional Items or Equipment or Research Services Vendors List, as described in the RFP, and shall continue for two (2) years thereafter unless earlier terminated in accordance with these standard subcontract provisions or later extended by mutual agreement of the Parties. Each time Northstar New Jersey orders goods or services, the price(s) payable to the Subcontractor shall be determined by reference to Subcontractor’s customary price(s) then in effect, all discounts and allowances included. Northstar New Jersey reserves the right not to order goods or services if the price(s) so determined is(are) deemed, in the sole discretion of Northstar New Jersey, to be unreasonable.

**2. Termination for Convenience.** Northstar New Jersey may terminate the Subcontract at any time, in whole or in part, if the Lottery terminates the Services Agreement with Northstar New Jersey, or when it is in the best interest of Northstar New Jersey or the State of New Jersey, at Northstar New Jersey’s sole discretion. Termination of services shall be effected by delivery to the Subcontractor of a Termination Notice at least thirty (30) days prior to the termination effective date specified therein. If the Subcontract is so terminated, Northstar New Jersey shall be liable only for payment in accordance with the provisions of the Subcontract for services rendered prior to the effective date of termination.

**3. No Lottery Responsibility.** Neither the Lottery nor Northstar New Jersey shall pay Subcontractor any amount claimed under the Subcontract arising out of indemnity claims against the Lottery or Northstar New Jersey. Subcontractor shall not have any right against the Lottery for labor, services, materials, or equipment furnished for the Subcontract, unless the Subcontract is assigned to the Lottery or a new Lottery Growth Management Services provider in accordance with the Services Agreement. Northstar New Jersey acknowledges that its contractual obligations to the Subcontractor

shall include all payment for services, materials, or equipment furnished to the Lottery or Northstar New Jersey pursuant to the Subcontract, except to the extent the Subcontract is assigned to the Lottery or a new Lottery Growth Management Services provider in accordance with the Services Agreement.

**4. Lottery Removal and Replacement Rights.** The Lottery shall have the right to require Northstar New Jersey to remove and replace Subcontractor for any reason, including: (a) non-performance by Subcontractor in the Lottery’s reasonable determination that is not cured within a reasonable amount of time, or (b) engagement by the Subcontractor in illegal activity or material violation of any obligation defined in the Subcontract or the Services Agreement that is not cured in a reasonable amount of time. The Lottery shall not be liable for penalties, fees or damages as a result of the Lottery replacing the Subcontractor in accordance with these standard subcontract provisions.

**5. Penalties, Interest, Attorney’s Fees.** Northstar New Jersey will in good faith perform its required obligations of the Subcontract and does not agree to pay any penalties, interest, or attorney’s fees, unless required by New Jersey law.

**6. Compliance with Laws; Indemnification.** The Subcontractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances and orders. Subcontractor agrees to indemnify and hold Northstar New Jersey harmless from any loss, damage or liability resulting from a violation on the part of Subcontractor of such applicable laws, rules, regulations, ordinances or orders.

**7. Requirements Regarding Subcontractor Personnel**  
(a) Probity Investigations by the Lottery. Subcontractor acknowledges and agrees that the Lottery shall have the right to conduct probity investigations of any Subcontractor personnel prior to and during the term of the Subcontract.  
(b) Background checks for Subcontractor Personnel. Subcontractor shall ensure that Subcontractor Personnel are authorized to work in any jurisdiction in which they are assigned to perform services pursuant to the Subcontract and are not otherwise disqualified from performing the services required under the Subcontract. To the extent allowed by applicable law,

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Subcontractor shall conduct its standard background check for all Subcontractor personnel and shall review the results of each background check to verify that Subcontractor personnel meet Subcontractor’s standards for employment. Such background check shall be in the form generally used by Subcontractor in its initial hiring of an employee or awarding a contract, as applicable, during the employment screening process.

(c) Equal Employment. Subcontractor and Subcontractor Personnel shall comply, and shall require all of its own subcontractors to comply, with all laws and regulations that pertain to, or otherwise touch upon, the employment relationship, including without limitation, all applicable provisions of State and federal laws and regulations pertaining to discrimination against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex or any other protected category set forth in N.J.S.A. 10:5-12(a) or other applicable local, State, and federal law. Upon request by the Lottery, Subcontractor shall furnish to the Lottery written certification that Subcontractor is in compliance with all non-discrimination laws applicable to private sector employers. Subcontractor hereby covenants and agrees that no person shall be (i) excluded from participation in, or be denied the benefits of, this Subcontract where such participation or benefits are obligated by this Subcontract or applicable laws, or (ii) excluded from employment, denied any of the benefits of employment or otherwise be subjected to discrimination on the grounds of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex or any other protected category set forth in N.J.S.A. 10:5-12(a) or other applicable local, State, and federal law. Subcontractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of this nondiscrimination policy.

**8. Record Keeping.** Subcontractor shall maintain documentation for all fees or charges incurred by the Lottery or Northstar New Jersey under the Subcontract or any modification or amendment of the Subcontract. The books, documents, papers, accounting records and other

evidence pertaining to products and/or services to be provided or performed or money received under the Subcontract shall be (i) maintained for a period of five (5) full years from the date of the final payment and (ii) subject to audit or inspection at any reasonable time and upon reasonable notice by Northstar New Jersey, the State of New Jersey or the Lottery or its duly appointed representative. Subcontractor shall make such materials available at its offices, and copies thereof shall be furnished to Northstar New Jersey, the State of New Jersey or the Lottery or its duly appointed representative by the Subcontractor, at no cost to Northstar New Jersey, the State of New Jersey or the Lottery or its duly appointed representative, if so requested. Such records shall be maintained in accordance with GAAP and any other applicable requirements established by the Lottery from time to time.

**9. Subcontractor Qualified to do Business in New Jersey.** Subcontractor warrants that it is qualified to conduct business in New Jersey and will maintain good standing with the New Jersey Department of Treasury.

**10. State Liabilities and Debt Set-off.** Subcontractor shall file appropriate tax returns as required by New Jersey law. Subcontractor certifies that neither it nor its principal(s) are in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of New Jersey. Subcontractor agrees that any payments due to the State of New Jersey by it or its principal(s) may be withheld and set off from payments due to Subcontractor under the Subcontract. Any payments that Northstar New Jersey may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

**11. Non-Collusion and Acceptance.** The undersigned attests, subject to the penalties for perjury, that he or she is the Subcontractor, or that he or she is the properly authorized representative, agent, member or officer of the Subcontractor, that he or she has not, nor has any other member, employee, representative, agent or officer of the Subcontractor, directly or indirectly, to the best of the undersigned’s knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the

execution of these standard subcontract provisions other than that which appears upon the face of these standard subcontract provisions.

In Witness Whereof, the undersigned hereby agree to these standard subcontract provisions.

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**Subcontractor’s Business Name**

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Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Northstar New Jersey Lottery Group, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date