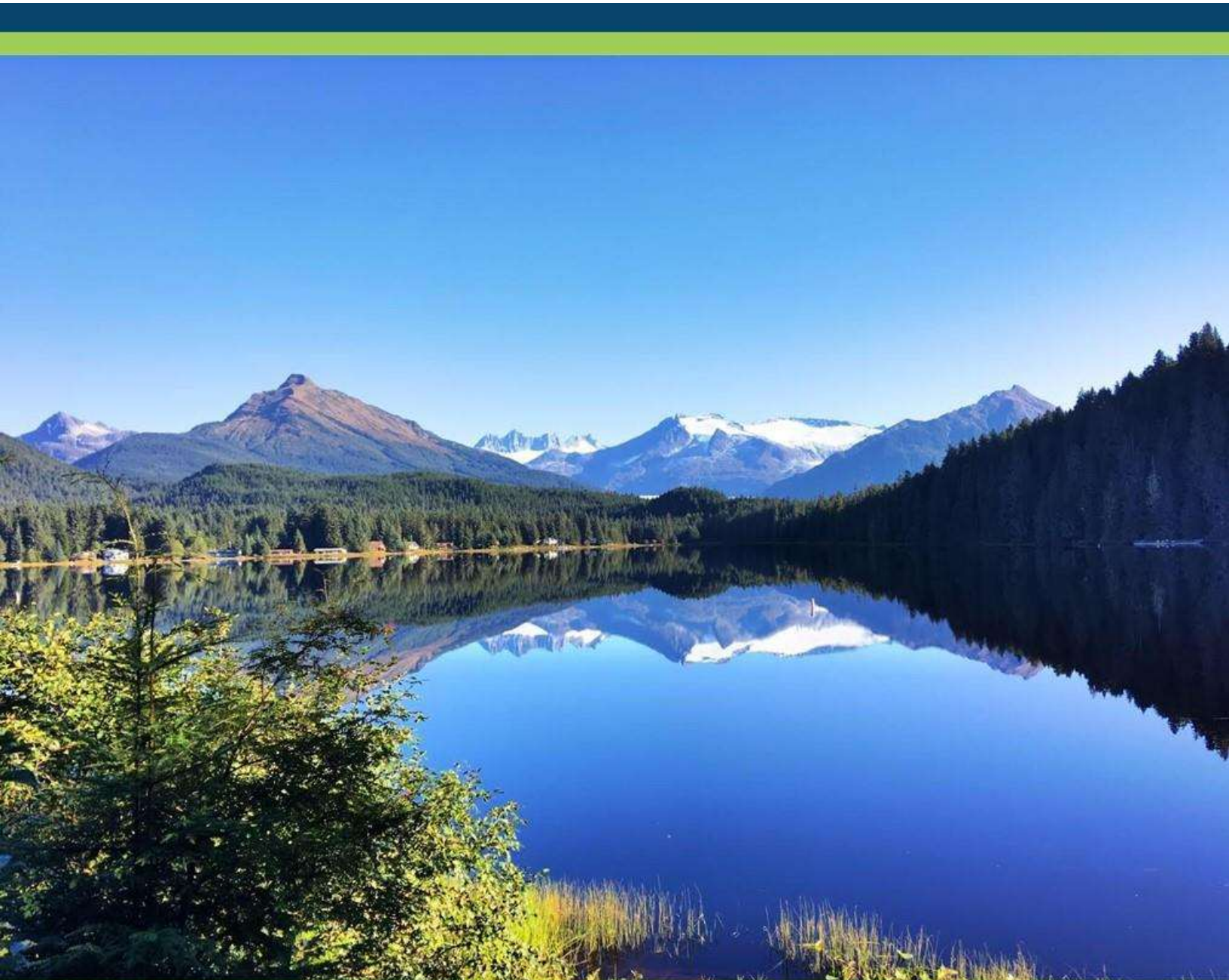




UNISHKA

Memorandum of Understanding Terms & Conditions



January 2021

Memorandum of Understanding
Terms and Conditions

These Terms and Conditions (“**Terms and Conditions**”) are applicable to all Memorandums of Understanding, Memorandums of Agreement, or other similar documents (collectively referred to as the “**MOUs**”) entered into by UNISHKA Research Service, Inc. (“**UNISHKA**”) and another Party (collectively referred to as “**The Parties.**”).

1. Compliance with Laws:

- 1.a. At all times during the Period of Performance, the The Parties will comply with all applicable laws and regulations of the country and jurisdiction in which they reside and in which the work is being performed.
- 1.b. The Parties certify that they will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance during Period of Performance.
- 1.c. The Parties certify that they have disclosed to each other in writing any convictions of or civil judgment for, the commission of fraud, embezzlement, theft, forgery, making false statements; or any other offense indicating a lack of business integrity or business honesty that may be perceived as affecting the The Parties’s performance. This provision applies to the organization as well as Key Personnel.

2. Lobbying Restriction:

The Parties agree that none of the funds provided under this MOU shall be used by the The Parties for lobbying or propaganda which is directed at influencing public policy decisions of any government entity or locality thereof unless expressly approved by The Parties as part of the Project’s implementation.

3. Conflict of Interest:

The Parties must be free of any real or apparent conflict of interest. If either Party become aware of any real or potential conflict of interest, The Party becoming aware of a possible conflict of interest shall immediately notify the other party in writing.

4. Prohibition Against Support for Terrorism

The Parties are reminded this MOU prohibits transactions with, and the provision of resources and support to individuals or organizations associated with terrorism. It is the legal responsibility of The Parties to ensure compliance with this policy and to coordinate with the UNISHKA Security Specialist for any questions or concerns.

5. Anti-Human Trafficking

This MOU prohibits Trafficking in Persons as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime. No employee, consultant, agent, or volunteer employed by either Party shall: engage in any form of trafficking in persons, procure a commercial sex act, or use forced labor.

6. Religious Freedom

The Parties shall, during the implementation of this Agreement, take into account the right to freedom of religion, methods of religious persecution practiced in foreign countries, and applicable distinctions within a country between the nature of and treatment of various religious practices and believers.

7. Anti-Corruption

The Parties understand and shall comply with all applicable legal requirements governing anti-corruption, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended; and the UK Bribery Act of 2010, as amended.

Therefore, The Parties certify that they have not paid, offered, promised to pay or authorized payment for, and will not pay, offer, promise to pay, or authorize payment of, directly or indirectly, any monies or anything of value to any government official, government employee, political party, or candidate for political office for the purpose of influencing any act or decision of such person or of the government for the benefit of either Party or the programs they implement. Further, The Parties agree to immediately report any suspected improper payment or activity to the other party immediately upon becoming aware of a potential issue.

8. Non-Discrimination

The Parties shall not discriminate against qualified individuals based on their status as protected veterans or individuals with disabilities and shall prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, gender identity, and national origin.

9. Compliance with Employment-Related Laws

The Parties shall, at their own cost and expense, comply with all employment-related legal requirements, including but not limited to wage and hour, equal employment opportunity, occupational safety and health, employment standards, workers' compensation, unemployment insurance, labor, retirement benefits, employee benefits, and leave laws.

10. Confidentiality

Each Party agree not to publicize or disclose the terms of this MOU or any relationship between The Parties without the prior written consent of the other Party.

11. Logos, Trademarks, and Copyrights

No Party shall not use or display the name, trademarks, service marks, logos, trade names, taglines, copyrights, or other intellectual property of the other Party in its sales promotions, advertising, press releases, or any other publications or public disclosure (including releases to existing or prospective customers) without explicit written permission from the other Party, except as required by law.

12. Assignments

The MOU shall be binding and shall inure to the benefit of the permitted successors and assigns of each Party. Notwithstanding, no part of this MOU is transferrable or assignable without the express written consent of both Parties.

13. Severability

Each provision within these Terms and Conditions are independent of and severable from each other; and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that, for any reason whatsoever, any other or others of them may be invalid or unenforceable in whole or in part.

14. Survival

These Terms and Conditions will survive termination of the Agreement.

15. Amendments

These Terms and Conditions may not be modified, waived, terminated, or amended except as may be agreed upon by The Parties in writing, and signed by an authorized representative of each Party.

16. U.S. Government or U.K. Government Contracts or Awards

If the Memorandum of Understanding indicates directly or by reference that funding originates from the U.S. or U.K. governments, then the following relevant terms apply:

For U.S. Government Contracts or Awards: The *Terms & Conditions for U.S. Federal Awards* located at www.unishka.com are hereby incorporated by reference. Should there be any conflict between this Agreement and the *Terms & Conditions for U.S. Federal Awards*, the *Terms & Conditions for U.S. Federal Awards* shall control.

For U.K. Government Contracts or Awards: The *UK General Terms and Conditions* located at www.unishka.com are hereby incorporated by reference. Should there be any conflict between this Agreement and the *UK General Terms and Conditions*, the *UK General Terms and Conditions* shall control.

[END OF TERMS AND CONDITIONS]



UNISHKA