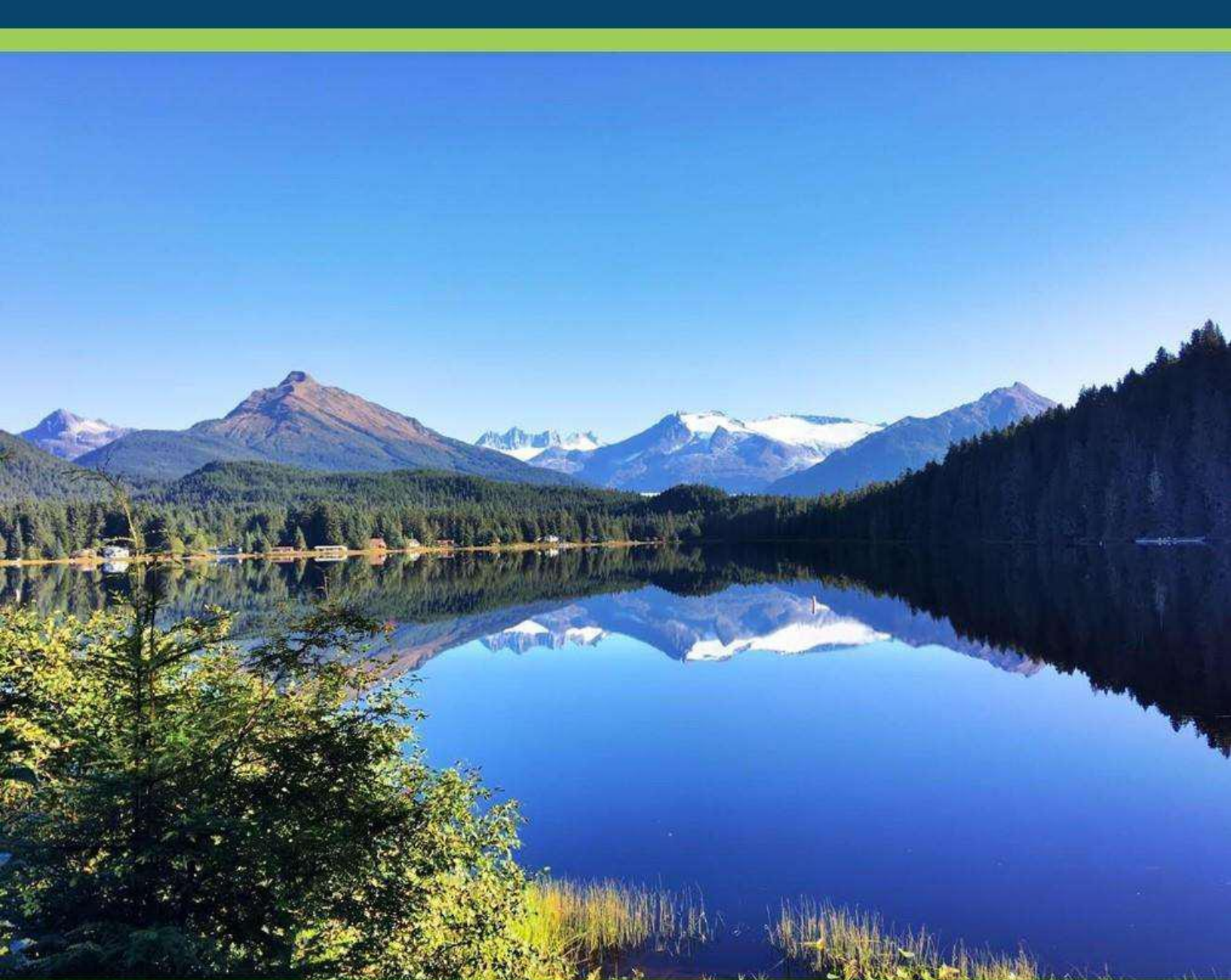




**Independent Contractor
Terms & Conditions**



January 2022

Independent Contractor Agreement Terms and Conditions

These Terms and Conditions (“Terms and Conditions”) are applicable to all Independent Contractor Agreements entered into between UNISHKA Research Service, Inc. (“UNISHKA”) and a Project Consultant.

1. Compliance with Laws:
 - 1.a. At all times during the Period of Performance, the Project Consultant 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. Project Consultant certifies that s/he has disclosed to UNISHKA in writing any conviction 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 Project Consultant’s performance.
 - 1.c. Project Consultant agrees that UNISHKA shall not be held liable for any losses, damages, liabilities, or expenses that arise from the legal wrongdoing of the Project Consultant.
2. Drug Use

Project Consultant certifies that s/he will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance during the Period of Performance.
3. Media Release Waiver

The Project Consultant hereby grants UNISHKA, its representatives, and its employees permission to use Project Consultant’s likeness, photos, videos, or quotes in publications or releases either online or in print. The Project Consultant may withdraw this blanket authorization by submitting a request in writing to the Human Resources Department.
4. Lobbying Restriction:

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

5. Conflict of Interest:

The Project Consultant must be free of any real or apparent conflict of interest. If the Project Consultant becomes aware of any real or potential conflict of interest, the Project Consultant shall immediately notify UNISHKA's Corporate Secretary in writing.

6. Prohibition Against Support for Terrorism

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

7. Anti-Human Trafficking

UNISHKA 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 UNISHKA shall: engage in any form of trafficking in persons, procure a commercial sex act, or use forced labor.

8. Religious Freedom

Project Consultant 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.

9. Anti-Corruption

Project Consultant certifies that s/he has not paid, offered, promised to pay or authorized payment of, 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 UNISHKA or the programs it implements. Further, the Project Consultant agrees to immediately report any suspected improper payment or activity to UNISHKA's President and its Corporate Secretary.

10. Disputes

Any dispute, disagreement, controversy, or claim arising out of or in connection with this Agreement (or a breach thereof) which, after discussion, cannot be settled by the parties, shall be determined by arbitration in Alaska before a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association. The award rendered in such a proceeding shall be final and binding on the parties.

11. Confidentiality

The Project Consultant agrees not to release to others any UNISHKA Confidential Information or any information about the Project identified above, including acknowledging the existence of the Project without the express written permission of the Project Manager.

12. Work and Work Product

12.a. The Project Consultant agrees that during the period of time deployed for UNISHKA, and during all periods of continuous travel for UNISHKA, s/he will act solely as a representative of UNISHKA and of no other individual or organization.

12.b. The Project Consultant also agrees that: (1) any drawings, specifications, information or data furnished by or obtained through work for UNISHKA shall only be used for the purpose of work conducted under agreement with UNISHKA; (2) The Project Consultant will keep in confidence, safeguard and protect, and not otherwise disclose any work product except for the efficient performance of this Agreement; (3) the Project Consultant shall not make any copies, or permit any copies to be made, of any work product without the written consent of UNISHKA; (4) the Project Consultant further agrees that UNISHKA shall have a perpetual license to use at its discretion and without costs, notification or attribution all intellectual properties owned by the Project Consultant and used to fulfill the terms of this Agreement.

12.c. Notwithstanding any other provision, the Project Consultant also agrees that any and all work product or any documents created pursuant to this Agreement shall belong to the funding agency. In the event the funding agency does not require transfer of ownership, UNISHKA shall be entitled to all intellectual property, trademark, patent or copyrights, if any, and of any work product or documents created pursuant to the Project.

13. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Alaska with venue in the First Judicial District of Alaska.

14. Telecommunications.

Project Consultant agrees that that none of funds payable under any contract, grant or award will be used to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system in compliance with the National Defense Authorization Act.

Covered telecommunications equipment and services mean any of the following:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (2 CFR 200.216).

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

If the Agreement with Project Consultant 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