

**WILDLIFE CONSERVATION SOCIETY
CONSULTING AGREEMENT**

The following named individual or entity (the "University of Alaska Fairbanks") hereby agrees to provide the services described below to the Wildlife Conservation Society ("WCS") in exchange for the fee stated below and agrees to comply with WCS's standard Terms and Conditions for Consulting Agreements which are attached to this cover sheet. This sheet, such terms and conditions and all other attachments hereto or thereto are incorporated into one agreement (this "Agreement").

- Name of University of Alaska Fairbanks: University of Alaska Fairbanks
- Check one: Individual: ☐ Corporation: ☒ Partnership: ☐ Other: ☐
- University of Alaska Fairbanks contact name: Tom Kurkowski, Operations Lead - Scenarios Network for Alaska & Arctic Planning (SNAP)
- Address: University of Alaska Fairbanks 930 Koyukuk Drive Fairbanks, AK 99775
- Telephone: 907-474-5539 Fax: n/a E-mail: takurkowski@alaska.edu
- Social Security or Employer I.D. No.: ☐
- Citizenship: United States
- Date of this Agreement: as of June 25, 2015
- Services to be performed (the "Services") (attach an exhibit if necessary): See SOW for details
- Location where Services will be performed: Alaska, Bering Strait
- Term of Agreement (date through date): June 25, 2015 through September 30, 2015
- Fee: USD 84.38/hour consulting fee Total fee payment not to exceed: USD 5,063
- Payment schedule: Full payment upon receipt of deliverables and invoice
- Pay expenses? Yes: ☐ No: ☒ Total expenses not to exceed: ☐
(if Yes, give detail; include in exhibit if necessary) ☐
- Required to submit report(s)? Yes: ☐ No: ☒
- (if Yes, give detail, include in exhibit if necessary) ☐
- WCS Contact: Martin Robards
- Address: PO Box 751110 Fairbanks, AK 99775
- Tel: 907-750-9991 E mail: mrobards@wcs.org Fax: n/a

**Accepted and Agreed:
Wildlife Conservation Society**

By: 

Name: Caleb McClennen
Title: Executive Director, Marine
Conservation
Date: 02 September 2015

Budget Code: 100942/7BE01
Dept.: Beringia Marine

HR Approval: _____
Name: N/A
Date:

University of Alaska Fairbanks

By: _____
Name: Rosemary Madnick
Title: Executive Director, OGCA
Date: September 11, 2015

If individual:

Name:
Date:

WILDLIFE CONSERVATION SOCIETY

TERMS AND CONDITIONS FOR CONSULTING AGREEMENTS

This set of Wildlife Conservation Society (“WCS”) standard terms and conditions for consulting agreements is incorporated into and made a part of the agreement between WCS and the University of Alaska Fairbanks named in the cover sheet to the Agreement as of the date of such Agreement. This set of terms and conditions is agreed to by WCS and the University of Alaska Fairbanks as of that date. The University of Alaska Fairbanks is referred to as “you” or “UAF” below. Defined terms in this set of terms and conditions, unless the context requires otherwise, have the same meanings as defined in the cover sheet or elsewhere in the Agreement.

1. **Responsibility.** As an independent contractor, you will be expected to work on your own. However, all your work must meet with the approval of WCS. You will be told who your contact is. You agree to perform the Services (i) in accordance with this Agreement, including the attached exhibits (where applicable), and generally accepted professional standards of performance and ethical standards of conduct, and (ii) in compliance with applicable law. You represent and warrant that you and those performing services on your behalf are properly qualified and competent to perform the Services. You will not provide any legal advice or services, either directly or indirectly, while performing the Services under this Agreement. You will submit all legal matters affecting WCS to the Office of General Counsel of WCS. Neither WCS nor any of its trustees, officers, employees or other agents is liable to you or anyone related to you, or any of your employees, independent contractors or agents for damages due to illness, injury, or death connected in any manner with this consulting relationship.
2. **Invoices.** You will submit invoices for your work, describing the work performed and the agreed upon fee for services, to your contact for review, and he or she will submit them for payment. Payment is subject to acceptance of the Services. You will be paid without deductions for income taxes or social security. Even though income tax or social security deductions are not made by WCS, you should be aware that WCS may be obligated by United States Treasury regulations to report total annual amounts paid to you to the Internal Revenue Service for informational purposes. You will be solely responsible for the payment of all withholding and other taxes, of whatever type or nature, arising out of or related to your engagement under this Agreement and agree to and hereby do indemnify and defend WCS and its trustees, officers, employees, independent contractors and agents against any claim relating to such taxes. WCS will pay approved fees and expenses within thirty (30) days after receipt of acceptable documentation.
3. **Out of Pocket Expenses.** If so provided on the cover sheet to this Agreement, WCS will reimburse you, at cost and in accordance with WCS’s expense guidelines, for all reasonable and necessary out-of-pocket expenses actually incurred by you and directly related to the provision of Services up to a total designated by WCS, provided that, except for expenses for local travel, WCS must approve in writing in advance all of your travel expenses. You will submit original expense documentation evidencing the expenses with each request for reimbursement of expenses. WCS will not reimburse you for any general business, indirect or overhead expenses.
4. **Independent Relationship.** Your relationship to WCS under this Agreement is that of an independent contractor. Nothing in this Agreement will be deemed to constitute a relationship of employer-employee, joint venture, partnership, agency, or legal representative between you and WCS for any purpose. Because you are an independent contractor, neither you nor any of your

employees, independent contractors or agents will receive the sick leave, vacation, pension or related benefits associated with regular employment at WCS. Unless authorized in writing, you may not represent or assume to represent WCS or bind WCS in any manner.

5. **Health and Medical Insurance.** At your sole cost and expense, you will maintain adequate health insurance coverage during the term of this Agreement.
6. **Termination.** Either party may terminate this Agreement without cause by furnishing at least 30 days' written notice to the other. In such event, you will be paid only for services actually rendered. With reasonable cause, either party may terminate this Agreement immediately upon written notice to the other. Such notice may be given by fax (and will be effective when the fax is received) if receipt of the fax is verified and a copy of the notice is sent by mail. You will not incur any additional expenses between the date of notice of termination and the date of termination without the prior written consent of WCS. Paragraphs 8 and 9 will apply to the extent any Work has been created prior to termination.
7. **Safety.** If in performing the Services you or your employees, independent contractors or agents are on the premises of WCS, you and your employees, independent contractors or agents will comply with all directives of WCS regarding conduct on those premises, such as safety rules and regulations. WCS will give you notice of such directives. You will also comply with any security restrictions imposed by WCS while performing the Services. You are solely responsible for the safety and conduct of yourself and any of your staff or of any person that you may retain to carry out the Services in this Agreement.
8. **Confidentiality.** Each party warrants that it will maintain in strict confidence the other party's Confidential Information (as defined below) to which it has access during the term of this Agreement. Each party will treat the other party's Confidential Information with the same standard of care that it uses in maintaining its own Confidential Information, provided that that standard is not negligent. Each party will use the other party's Confidential Information only as is required by this Agreement, and will not reveal it to a third party without the prior written consent of the other party.

"Confidential Information" means information marked in writing or, if disclosed orally, reduced to a summary of such oral information and communicated to the other party within fourteen (14) days of disclosure. Confidential information shall include information concerning each party's affairs, activities, research, proposals, projects, finances, property or method(s) of operation, trade secrets, know-how and similar information. Confidential Information does not include information which

- (a) is already known through lawful means to the receiving party before the other party's disclosure,
- (b) after disclosure, becomes generally known to the public through no breach or fault of the receiving party,
- (c) a party receives from a third party who is free to make such disclosure without breaching any legal obligation to the disclosing party under this Agreement,
- (d) the receiving party develops independently as evidenced by its own written records, or
- (e) is required to be disclosed by judicial or administrative process, in which case the party required to make that disclosure will notify the other of the obligation and cooperate reasonably with that party's effort to bar or seek a modification of the process.

Each party will advise its employees, independent contractors and agents that Confidential Information may be treated only as provided herein and cause its employees, independent

contractors and agents to comply with these requirements.

9. Intellectual Property

“WCS Intellectual Property” means all products and processes of inventions, improvements and discoveries, whether or not patentable, relating to Project made solely by employees of WCS. WCS Intellectual Property will belong to WCS and will not be subject to the terms and conditions of this agreement.

“UAF Intellectual Property” means individually and collectively all products and processes of inventions, improvements and discoveries which are conceived and reduced to practice by one or more employees of UAF and first developed directly pursuant to Project and not covered under Section 7. All rights and title to UAF Intellectual Property will belong to UAF and will be subject to the terms and conditions of this agreement.

“Project Intellectual Property” means all copyright that is first conceived and reduced to practice by one or more employees of UAF and one or more employees of WCS, and first developed pursuant to project and not covered under WCS Intellectual Property or UAF Intellectual Property. Such “value added” Project Intellectual Property will be jointly owned by UAF and WCS and made available under a Creative Commons Attribution-Non-Commercial-ShareAlike Unported License, Version 3.0 (Please see <https://creativecommons.org/licenses/by-nc-sa/3.0/us/> for the summary and <https://creativecommons.org/licenses/by-nc-sa/3.0/us/legalcode> for the full license). This is to ensure open access to data for non-commercial use by other non-commercial entities, and an expectation to continue to share derived products. Project Intellectual Property will have a joint SNAP/WCS attribution. Any license for commercial use shall be the subject of a separate written, signed license agreement. Each of the parties may grant non-exclusive licenses of Project Intellectual Property to others without the consent of the other party; however, it is anticipated that the parties will work together to jointly benefit from the work and advance the science.

UAF warrants and represents that it has or will have through written agreements with its employees, the rights called for in this Section 9. Further, in the event UAF uses any subcontractor, consultant, or other third party to perform any of the services contracted for under this Agreement, UAF agrees to enter into and provide to WCS such written agreements with such third party, and to take such other steps as are or may be required to secure for WCS the rights called for in this Section 9. UAF further agrees to provide the names and addresses of all agents, contractors, consultants, representatives, or other third parties who perform work on behalf of you under this Agreement.

10. **Warranties.** You represent and warrant to WCS (i) that you have necessary knowledge, qualifications, ability and expertise to perform Services set out in this Agreement to the standard of care and technical professional expertise required by WCS; (ii) that your entering into this Agreement and performing the Services will not conflict with any agreement between you and any other party, (iii) that each of the Works is original and you are the sole author of each of the Works and the owner of all rights assigned in this Agreement to WCS, (iv) that no part of the Works will infringe or violate any copyright, trade secret, trademark, patent, invention, or other proprietary or personal right of any third party, (v) that any other material(s) furnished but not created by you do not infringe upon or violate any personal or property rights of others and you have the right to furnish such material(s) to WCS, (vi) that the media containing any computer program which is included in the Works will be free from defects in material and workmanship and any such computer program will contain no virus or disabling device or content that could interfere with continuous performance of such computer program, (vii) any computer program, database and other element

of the Works is fit for the purpose for which it is has been prepared or developed and will be able

accurately to recognize, record, present, store, and process data (including dates and date-related data) and (viii) that, as applicable, you will provide WCS with all source code, programmer documentation, and other materials necessary for WCS to maintain and modify any computer program developed by you under this Agreement.

11. **Insurance and Indemnification.** Upon request from WCS, you agree to furnish WCS with proof of insurance reflecting coverage in amounts satisfactory to WCS and sufficient to cover your liabilities under this Agreement (and, where applicable, those of your employees, officers, trustees, representatives and agents), including, without limitation, commercial, medical and personal liability, professional liability and personal property insurance, as applicable.

You agree to indemnify and defend WCS and its trustees, officers, employees, independent contractors and agents against any and all third party claims that arise as a result of (a) any act or omission of or by you, or any of your employees or agents, which is negligent or willful misconduct, (b) breaches of any provision of this Agreement, or (c) with respect to the Work relating to infringement of copyright, trademark or other proprietary rights, violation of privacy rights or publicity rights, and libel or violation of any other law. WCS agrees to indemnify and defend UAF and its trustees, officers, employees, independent contractors and agents against any and all third party claims that arise as a result of (a) any act or omission of WCS, or any of WCS employees or agents, which is negligent or willful misconduct, (b) breaches of any provision of this Agreement.

12. **Force Majeure.** You agree to inform WCS without delay of any event(s) that could affect the timely or satisfactory performance of this Agreement and will provide any necessary details regarding the circumstances for a delay or suspension of Services. In the event that circumstances arise that are beyond the control of you or WCS which may significantly delay or prevent performance under this Agreement ("Force Majeure Events"), either party may terminate this Agreement, without penalty or liability upon written notice to the other party. Examples of Force Majeure Events include Acts of God, acts (including delay or failure to act) of any governmental authority, civil unrest, natural phenomena, including, but not limited to, extreme weather conditions, floods, earthquakes, or epidemics, serious illness of key personnel or any other cause or causes beyond the reasonable control of WCS or UAF.

13. **Jurisdiction.** This Agreement shall be governed by the laws of the State of Alaska. The parties hereby agree that, in the event of any dispute, controversy or claim between the parties relating to this Agreement, the parties shall first seek to resolve the dispute through informal discussions.

14. **Government Officials and Employees.** WCS is bound by U.S. laws and regulations that prohibit making corrupt payments, directly or indirectly, to any government official. You hereby represent and certify that, in performing your Services pursuant to this Agreement, you and your directors, officers, employees and agents have not and will not offer, pay, promise or authorize the payment, directly or indirectly through any other person or entity, of any monies or anything of value to any governmental official or employee or any political party or candidate for political office, for the purpose of inducing or rewarding any favorable action or influencing any act or decision of such official or of the government.

15. **Anti-terrorism Compliance.** WCS is bound by U.S. laws and regulations that prohibit having transactions with and providing material support or resources to individuals or groups that engage in or support acts of terror. By entering into this Consulting Agreement, you represent and certify that you do not engage in or support, directly or indirectly, acts of terror. Further, you represent and certify that you are implementing, and over the course of this agreement will continue to

implement, reasonable monitoring and oversight to assure the continuing truth of these representations and certifications and that, on request, you will provide documentation of the monitoring and oversight of these efforts. WCS may terminate this agreement immediately if you fail to comply with the conditions stated in this paragraph.

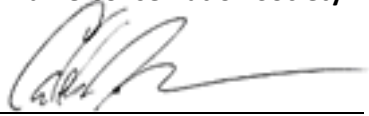
16. **Survival.** The provisions of paragraphs 4, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 will survive any termination of this Agreement for any reason.
17. **Entire Agreement.** This Agreement (including the cover sheet and all exhibits attached to this Agreement, all of which are incorporated in and made a part of this Agreement) constitutes the entire agreement between you and WCS and may be altered only by subsequent mutual agreement in writing. WCS represents and warrants that this Agreement has been duly executed on its behalf by its authorized agent or agents. You represent and warrant that this Agreement has been duly executed by you or on your behalf by your authorized agent or agents. In the event of any conflict between the terms of this set of standard terms and conditions and the terms of any exhibits attached to this Agreement, the terms of this set of standard terms and conditions will control. Upon any termination of this Agreement, the parties will cooperate to bring their relationship to an orderly conclusion. This Agreement may not be assigned by you without the prior written agreement of WCS, and any purported assignment made in violation of this prohibition will be null and void.
18. **Counterparts.** This Agreement may be executed electronically (i.e., PDF format), by facsimile and in one or more counterparts, each of which shall constitute an original document and all of which taken together will constitute one instrument.

Accepted and Agreed by

The University of Alaska Fairbanks

By: _____
Name:
Title:

The Wildlife Conservation Society

By:  _____
Name: Caleb McClennen
Title: Executive Director, Marine Conservation

ATTACHMENTS

Statement of Work SNAP – Automatic Identification System (AIS) Data Query

This statement of work is a continuation of previous work completed by SNAP in collaboration with Martin Robards and The Aleutian and Bering Sea Islands Landscape Conservation Cooperative (ABSI).

Data analysis will be completed at the largest spatial extent possible, and only subset if significant hurdles are encountered. This work will connect additional data attributes, described below, to the current point locations of unique MMSI numbered shipping vessels, and create derived products as line features with the additional attributes. Final attribute table will include 3 new fields – Unique Voyage Number, Date of Voyage, and Voyage Direction.

Unique voyage number: attribute the point locations with a voyage number as calculated from unique MMSI numbers and date/time stamps. A voyage will be considered complete if:

- The vessel remains in the same place (<1nm) for more than a day
- The vessel leaves the study area for more than a day

Create line features: Create line features of the unique voyages by each MMSI number, while retaining the maximum and minimum ranges of:

- point spatial locations (lat/long)
- date/time stamps

Voyage direction: attribute the voyage line features with an indication of voyage direction information as calculated from their maximum and minimum range of their point spatial locations (lat/long). This could be a compass direction or a coarser indication such as N-S, S-N, E-W, W-E.

Deliverables

1. Outputs will be shapefile format including data for all identified voyages. Each voyage will be a line feature attributed with maximum and minimum ranges of:
 - a. point spatial locations (lat/long)
 - b. date/time stamps
 - c. direction
2. We also request output of the raw point locations for fishing vessels with date/times, MMSI and IMO number as .csv file.

Cost

Work is estimated to take 60 hours to complete at an hourly rate of \$84.38 for a total of \$5063.

Payment schedule

Payment of full fee upon receipt and approval of deliverables and invoice.

Timeline

Final products will be provided by 31st July, 2015. Any revisions will be completed by August 30th (as necessary).

Additional Terms and Provisions

The funding source for this Consulting Agreement is the U.S. Fish and Wildlife Service ("USFWS") Financial Assistance Award F13AC00920 titled "Marine Shipping Vulnerability Analysis" under CFDA # 15.669 "Cooperative Landscape Conservation," entered into by and between USFWS and Wildlife

Conservation Society (WCS) on or about September 1, 2014, as extended by Revision 1, approved effective September 15, 2014 (the "FAA Agreement"). UAF agrees to carry out its responsibilities and obligations hereunder in accordance with the FAA Agreement, a copy of which is attached hereto. All terms and conditions in the FAA Agreement relating to WCS, as Recipient, which by their context apply to subcontractors of WCS, are incorporated herein by reference as if fully set forth herein, including but not limited to the Service Financial Assistance Award Terms and Conditions posted on the Internet at <http://www.fws.gov/grants/>.