

RECITALS

A. Consultant possesses unique expertise, knowledge, traditional knowledge (TK), traditional cultural expressions (TCEs), and perspectives derived from their position as a member of the Grand Traverse Band of Ottawa and Chippewa Indians (GTBOCI), a federally recognized sovereign tribal nation. This expertise includes, but is not limited to, areas such as tribal commercial fishing, treaty rights, Indigenous law and governance, digital systems, data sovereignty, business development, infrastructure, and the intersection of technology with Indigenous intellectual property (IP) and TK, often grounded in knowledge gained through study with traditional and ceremonial teachers and holding ceremonial positions within the community.

B. Consultant's work and knowledge sharing operate under principles grounded in the inherent sovereignty of Indigenous peoples to protect, control, and govern the use of their intellectual property, cultural heritage, TK, and TCEs, as more fully articulated in the Consultant's **COMPREHENSIVE RESTRICTED USE LICENSE FOR INDIGENOUS CREATIONS WITH TRIBAL SOVEREIGNTY PROTECTIONS** ("Guiding License Principles"), available at <https://github.com/nbiish/license-for-all-works/blob/main/LICENSE> (<https://github.com/nbiish/license-for-all-works/blob/main/LICENSE>), the terms and principles of which are incorporated herein by reference where applicable to the protection of knowledge and information shared under this Agreement.

C. Client desires to engage Consultant to provide specific consulting services, and Consultant is willing to provide such services, subject to the terms and conditions set forth in this Agreement, which uphold Tribal sovereignty, protect culturally sensitive knowledge, and ensure respectful engagement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Services:

Consultant agrees to provide the following consulting services ("Services") to Client: (Describe scope of work, specific deliverables, and objectives in detail below)

- _____

- _____

- _____

- _____

- _____

- _____

- _____

☐ Additional services detailed in Attachment A (check if applicable)

2. Term:

This Agreement shall commence on _____ (MM/DD/YYYY) and shall continue until:

☐ _____ (MM/DD/YYYY)

☐ Completion of Services described in Section 1 ☐ Other: _____

unless earlier terminated as provided herein ("Term").

3. Compensation:

a. **Fees:** Client shall pay Consultant for the Services rendered at the following rate(s) (check all that apply and specify details):

- ☐ \$ _____ per hour
- ☐ Fixed fee of \$ _____ for entire project
- ☐ Monthly retainer of \$ _____ per month
- ☐ Daily rate of \$ _____ per day
- ☐ Percentage-based fee: _____ % of _____
- ☐ Combination/Other: _____

b. Payment Schedule:

- ☐ Net _____ days from invoice date
- ☐ Monthly retainer due on the _____ day of each month
- ☐ _____ % deposit of \$ _____ due upon signing
- ☐ Payment due upon completion of project/deliverable
- ☐ Payment due _____ days before event/workshop/performance
- ☐ Other: _____

Invoices shall be submitted:

- | | | |
|--|------------------------------------|----------------------------------|
| <input type="checkbox"/> Weekly | <input type="checkbox"/> Bi-weekly | <input type="checkbox"/> Monthly |
| <input type="checkbox"/> Upon completion | <input type="checkbox"/> | <input type="checkbox"/> Other: |

_____ days before
event/workshop/performance

c. Expenses: Client shall reimburse Consultant for reasonable and pre-approved out-of-pocket expenses incurred in connection with the performance of the Services, including:

- ☐ Travel (airfare, train, rental car) ☐ Accommodation ☐ Meals ☐ Materials
- ☐ Software/technology requirements ☐ Research costs
- ☐ Other: _____

Provided Consultant submits receipts or other appropriate documentation. Expense reimbursement requests shall be submitted:

☐ With regular invoices ☐ Monthly ☐ At project completion

☐ _____ ☐ Other: _____

_____ days before
event/workshop/performance

Pre-approval required for expenses exceeding \$ _____.

4. Confidentiality and Traditional Knowledge Protection:

a. **Definition:** "Confidential Information" includes, but is not limited to, all information disclosed by Consultant to Client, whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. This specifically includes, without limitation: i. Any and all Traditional Knowledge (TK), Traditional Cultural Expressions (TCEs), spiritual knowledge, ceremonial knowledge (even if generalized or discussed in principle), knowledge derived from Consultant's specific cultural background and community role, interpretations of treaty rights, specific tribal governance insights, non-public community information, or knowledge associated with genetic resources shared by Consultant. ii. Any proprietary business methods, strategies, financial information, technical data, know-how, processes, designs, formulas, software (if applicable), client lists, or project details disclosed by Consultant. iii. The specific advice, analyses, recommendations, and deliverables provided by Consultant under this Agreement. b. **Obligations:** Client agrees to: i. Hold all Confidential Information in strict confidence. ii. Use Confidential Information solely for the purpose of utilizing the Services as defined in Section 1 of this Agreement and *not* for any other purpose whatsoever without Consultant's express prior written consent (See Section 8: Prior Informed Consent). iii. Take all reasonable precautions to prevent any unauthorized disclosure or use of Confidential Information, applying at least the same degree of care as Client uses to protect its own confidential information of a similar nature, but not less than a reasonable degree of care. iv. Not disclose Confidential Information to any third party without the prior written consent of Consultant, except as may be required by law (provided Client gives Consultant prompt notice and opportunity to object). v. Respect any specific cultural protocols communicated by Consultant regarding the handling or discussion of certain Confidential Information, particularly TK or TCEs. c. **Duration:** The obligations of confidentiality shall survive the termination or expiration of this Agreement indefinitely, particularly concerning TK and TCEs.

Client acknowledgment of confidentiality obligations: _____ (Client initials)

5. Intellectual Property and Know-How:

a. **Consultant's Ownership:** Consultant retains sole and exclusive ownership of all right, title, and interest in and to all pre-existing intellectual property, know-how, expertise, methodologies, frameworks, TK, TCEs, and Confidential Information owned or developed by Consultant prior to or independent of this Agreement ("Consultant IP"). Nothing in this Agreement grants Client any ownership rights in Consultant IP.

b. **Limited License to Client:** Subject to the terms of this Agreement (including Prohibited Uses in Section 7), Consultant grants Client a limited, non-exclusive, non-transferable, non-sublicensable license solely during the Term to use the specific advice, analyses, and written deliverables provided by Consultant under this Agreement ("Deliverables") *only* for Client's internal purposes directly related to the specific Scope of Work defined in Section 1.

c. **No Other Rights:** No other rights or licenses are granted, expressly or by implication. Client obtains no right to use Consultant's name, tribal affiliation, logos, or trademarks without prior written consent. Client shall not reverse-engineer, decompile, or create derivative works from any methodologies or frameworks shared by Consultant except as explicitly permitted within the Deliverables for the defined purpose.

d. **Attribution:** Client agrees to provide appropriate attribution to Consultant in any internal documentation referencing the Services or Deliverables, acknowledging the source of the information and advice, consistent with the spirit of Section 1 of the Guiding License Principles. Such attribution shall include Consultant's traditional name ᏌᎢᏩ ᏊᎠᏅᎠᏴᎦᏰᎤ (Nbiish Waabanimikii-Kinawaabakizi), legal name JUSTIN PAUL KENWABIKISE, professional documentation name Nbiish-Justin Paul Kenwabikise, and Anishinaabek Dodem (Anishinaabe Clan): Animikii (Thunder). Specific attribution format, if required, will be provided by Consultant.

Client acknowledgment of IP ownership and license limitations: _____
(Client initials)

6. Relationship of Parties:

Consultant is an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between Consultant and Client. Consultant is not entitled to any benefits provided by Client to its employees. Consultant is solely responsible for paying all applicable taxes on compensation received under this Agreement.

7. Prohibited Uses:

Consistent with Section 4 of the Guiding License Principles, Client is expressly **prohibited** from using the Services, Deliverables, Confidential Information, TK, TCEs, or any knowledge gained from Consultant for any of the following purposes, unless explicitly permitted otherwise in writing via Prior Informed Consent (See Section 8):

a. **AI Training/Development:** Use in training, fine-tuning, developing, or improving any artificial intelligence models, machine learning systems, large language models, or related technologies. b. **Commercialization:** Any commercial exploitation beyond the direct, internal application defined in the Scope of Work (Section 1), including selling derived insights, incorporating advice into commercial products/services offered to third parties, or using the knowledge for marketing/advertising aimed at third parties, without a separate, explicit written agreement including mutually agreed benefit-sharing terms. c. **Misappropriation & Distortion:** Any use that misappropriates, misrepresents, distorts, decontextualizes, modifies, or damages the integrity, meaning, or cultural significance of the information shared, associated TK, or cultural expressions. d. **Harmful/Exploitative Applications:** Any application or use that could potentially harm, exploit, or disadvantage the Grand Traverse Band of Ottawa and Chippewa Indians, its members, its knowledge systems, its cultural practices, or its resources. e. **Protocol/Label Violation:** Any use that disrespects or violates designated cultural protocols communicated by Consultant. f. **Military/Weaponry:** Any use in connection with military applications, weapons development, surveillance technologies, or related activities. g. **Cultural Appropriation & Stereotyping:** Any use that promotes or facilitates cultural appropriation, harmful stereotypes, or inaccurate or disrespectful representations of Indigenous peoples or cultures. h. **Unauthorized Data Extraction:** Any data mining, text mining, automated extraction, or large-scale analysis of information provided by Consultant beyond the scope necessary for the agreed Services. i. **Violation of Tribal Values/Law:** Any use contrary to the traditional values, customs, spiritual practices, or laws of the Grand Traverse Band of Ottawa and Chippewa Indians as communicated by Consultant or reasonably understood. j. **Disrespectful Contexts:** Use or presentation of the information in contexts that disrespect its potential spiritual, cultural, or historical significance.

☐ Additional prohibited uses detailed in Attachment B (check if applicable)

Client acknowledgment of prohibited uses: _____ (Client initials)

8. Prior Informed Consent (PIC) Requirement:

Consistent with Section 6 of the Guiding License Principles, any use of the Services, Deliverables, Confidential Information, TK, TCEs, or knowledge gained from Consultant that falls outside the narrowly defined Scope of Work (Section 1) and permitted internal use (Section 5b), or any use listed as Prohibited (Section 7) for which an exception is sought, **requires obtaining Prior Informed Consent (PIC)** in writing from Consultant *before* such use occurs. The request for PIC must provide full disclosure as outlined in Section 6(b) of the Guiding License Principles. PIC, if granted, is subject to potential revocation (See Section 12) and is non-transferable.

Client acknowledgment of PIC requirements: _____ (Client initials)

9. Remedies for Breach and Unauthorized Use:

Any violation of this Agreement, particularly concerning Confidentiality (Section 4), IP/Know-How restrictions (Section 5), Prohibited Uses (Section 7), or lack of required PIC (Section 8), constitutes an infringement of Consultant's rights and may cause irreparable harm, potentially including cultural or spiritual harm. Client agrees that Consultant shall be entitled to seek the full range of remedies available under applicable law (as defined in Section 10), including, but not limited to:

a. **Injunctive Relief:** To immediately halt any unauthorized use or disclosure. b. **Monetary Damages and Restitution:** Including, but not limited to: i. Actual damages suffered by Consultant. ii. Full disgorgement of any and all profits, revenues, cost savings, or other benefits (financial or non-financial, direct or indirect) derived by Client or any third party from the breach, particularly in cases involving fraud, bad faith, or the unauthorized use, disclosure, or commercialization of Confidential Information, TK, TCEs, or Consultant IP. This includes profits that may be difficult to ascertain ("unknown profits"), the calculation of which may be determined by the competent forum based on principles of equity, tribal law, and reasonable estimation methods (e.g., industry standards, expert testimony, proxy measures). iii. As an alternative or supplement to disgorgement, a predetermined percentage (e.g., 50% or higher, as determined equitable by the competent forum) of all gross revenues generated by Client or related third parties from any product, service, or activity utilizing misappropriated Confidential Information, TK, TCEs, or Consultant IP. iv. Compensation for cultural, spiritual, and collective harm caused by the breach, acknowledging that such harm may not be fully quantifiable in monetary terms but requires significant restitution as determined under applicable tribal law and custom. v. All other financial remedies consistent with the principles outlined in Section 7 of the Guiding License Principles, applied proportionally to the context of this Agreement.

c. **Recovery of Costs:** Client shall be liable for all legal fees, expert witness fees, court costs, travel expenses, and other professional fees incurred by Consultant in enforcing this Agreement or remedying a breach, consistent with Section 7.3(a) and 8.3 of the Guiding License Principles. d. **Tribal Law Remedies:** Application of relevant civil remedies and sanctions available under the laws and customs of the Grand Traverse Band of Ottawa and Chippewa Indians, other tribal nations whose forums are selected, or intertribal court systems, as appropriate based on the forum where the matter is adjudicated pursuant to Section 10.

In addition to the above remedies, the parties agree to the following specific remedies for breach (check all that apply): ☐ Liquidated damages in the amount of \$_____ per day for continued unauthorized use after notification ☐ Immediate payment of all outstanding invoices upon material breach ☐ Public acknowledgment and retraction of any misrepresentations ☐ Other:

Client acknowledgment of remedies for breach: _____ (Client initials)

10. Governing Law, Jurisdiction, and Dispute Resolution:

a. **Governing Law:** This Agreement, its interpretation, enforcement, and any disputes arising hereunder shall be governed by and construed in accordance with the following hierarchy of laws, as applicable and interpreted by the competent forum, consistent with Section 9 of the Guiding License Principles:

i. Primary: The Constitution, laws, customs, traditions, and jurisprudence of the Grand Traverse Band of Ottawa and Chippewa Indians. ii. Secondary: Applicable principles of federal Indian law of the United States. iii. Tertiary: The laws of the State of Michigan, but *only* to the extent not inconsistent with, and not infringing upon or diminishing, the tribal sovereignty, treaty rights, or cultural protocols asserted herein or recognized under tribal or federal Indian law. iv. Supplemental: International declarations concerning the rights of Indigenous Peoples (e.g., UNDRIP).

b. **Jurisdiction:** Client explicitly consents and agrees that any legal action or dispute arising under or related to this Agreement may, at the sole and exclusive discretion of the Consultant, be brought in:

i. The Tribal Court of the Grand Traverse Band of Ottawa and Chippewa Indians as the forum of highest priority and authority; ii. Any alternative tribal court or traditional dispute resolution forum selected by the Consultant; iii. A United States federal district court possessing jurisdiction over federal questions involving federal Indian law matters, with the understanding that tribal perspectives, values, and involvement will be actively sought throughout any such proceedings; iv. Where necessary for enforceability, state courts or local courts, provided that tribal involvement from the Grand Traverse Band of Ottawa and Chippewa Indians and/or other tribal nations willing to participate shall be actively included through mechanisms such as special masters, court-appointed experts, amicus briefs, or other appropriate means to ensure tribal perspectives are represented; or v. Intertribal court systems or consortiums where available and appropriate.

The parties acknowledge and agree that under the tribal court exhaustion doctrine, issues of tribal court jurisdiction should generally be determined first by tribal courts. Client agrees that in any dispute, Consultant retains the right to insist on exhaustion of tribal court remedies before proceeding to federal, state, or local courts.

c. **Waiver of Jurisdictional Challenges:** Client expressly and irrevocably waives the right to assert defenses based on lack of personal jurisdiction or *forum non conveniens* regarding the forums selected by Consultant under Section 10(b), consistent with Sections 7.6(b) and 8.5 of the Guiding License Principles.

Client acknowledgment of tribal, federal, state and intertribal jurisdiction:
_____ (Client initials)

d. **Dispute Resolution Process:** The parties agree to attempt to resolve any dispute arising out of this Agreement through good faith negotiation. If negotiation fails within _____ days (30 days if not specified), Consultant may elect to pursue remedies in one of the jurisdictions specified in Section 10(b).

11. Warranties:

a. **Consultant Warranty:** Consultant warrants that they have the expertise and authority to provide the Services. THE SERVICES AND ANY DELIVERABLES ARE PROVIDED "AS IS". CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, EXCEPT AS EXPRESSLY STATED HEREIN. Consultant does not warrant specific outcomes or results from the Services. b. **Client Warranty:** Client warrants that it has the full power and authority to enter into this Agreement and perform its obligations hereunder.

12. Termination; Adapted Sovereign Revocation Right:

13. No Waiver of Sovereignty or Rights:

14. Severability and Interpretation:

All notices required or permitted under this Agreement shall be in writing and sent to the addresses listed above by certified mail (return receipt requested), reputable overnight courier, or email (with confirmation of receipt).

This Agreement, including the referenced Guiding License Principles, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

The Consultant asserts their right to be identified by all of the following:

- This comprehensive identification reflects the historical context of Indigenous name suppression and the Consultant's right to full recognition of both traditional and legal identities, as well as clan affiliation, under tribal sovereignty principles and federal law.

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The parties agree that in the event Consultant is temporarily detained, arrested, jailed, incarcerated, hospitalized, incapacitated, or otherwise unable to directly receive or access payment for Services rendered, the following provisions shall automatically apply:

1. **Automatic Payment Redirection:** All payments due to Consultant under this Agreement shall be automatically redirected to cover Consultant's immediate needs, including but not limited to legal dues, fees, court costs, commissary expenses, medical bills, support for dependents, or other critical expenses as circumstances require.
2. **Payment Instructions:** Consultant or Consultant's designated representative will provide specific written payment instructions to Client regarding the appropriate recipient(s), amounts, and methods of payment. Client agrees to follow these instructions promptly and without undue delay, provided they do not materially increase Client's administrative burden or costs.
3. **Flexible Allocation:** Client acknowledges that the appropriate allocation of redirected payments may change based on Consultant's immediate and evolving needs. Client agrees to accommodate reasonable changes in payment instructions provided in writing by Consultant or Consultant's authorized representative.
4. **Duration:** These payment redirection provisions shall remain in effect until Consultant provides written notice that regular payment procedures should resume, or until this Agreement is properly terminated pursuant to Section 12.
5. **No Termination for Incapacitation:** Client shall not use Consultant's temporary detention, incarceration, or incapacitation as grounds for termination of this Agreement, provided that arrangements can be made for the continuation of Services or their resumption upon Consultant's release or recovery. If Services must be temporarily suspended, the Term of this Agreement shall be extended by a period equal to the duration of such suspension.
6. **Confidentiality:** Client shall maintain strict confidentiality regarding any information about Consultant's detention, incarceration, or incapacitation, and shall not disclose such information to any third party without Consultant's explicit consent, except as required by law.
7. **Survival of Payment Obligations:** Client's obligation to pay for Services already rendered shall survive regardless of Consultant's detention, incarceration, or incapacitation, and shall not be used as grounds to withhold or delay payment.
8. **Court-Appointed Fiduciary/Representative:** In the absence of a pre-designated representative or agent, Client agrees to honor payment instructions from any court-appointed fiduciary, guardian, conservator, or other legal representative authorized to act on Consultant's behalf. Client shall be entitled to rely upon court documentation evidencing such appointment without further inquiry.

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9. **Tribal Authority Designation:** In the absence of a pre-designated representative or agent and where no court-appointed fiduciary exists, Client agrees to honor payment instructions from an authorized representative of the Grand Traverse Band of Ottawa and Chippewa Indians who has been designated by tribal authorities to act on Consultant's behalf in accordance with tribal law and governance procedures.
10. **Default Payment Protocol:** If Consultant is unable to receive direct payment and no designated representative, court-appointed fiduciary, or tribal authority has provided alternative payment instructions within thirty (30) days of Client's knowledge of Consultant's detention or incapacitation, Client shall:
- i. Place all amounts due to Consultant in an interest-bearing escrow account specifically designated for this purpose;
 - ii. Maintain such funds in escrow until (a) Consultant provides payment instructions, (b) a designated representative, court-appointed fiduciary, or tribal authority provides valid payment instructions, or (c) Consultant resumes direct receipt of payments;
 - iii. Provide written documentation to Consultant's last known address and to the tribal authorities of the Grand Traverse Band of Ottawa and Chippewa Indians regarding the status and location of escrowed funds, with updates at least quarterly;
 - iv. Release the escrowed funds, including any accrued interest, promptly upon receiving proper instructions from Consultant or an authorized representative.
11. **Emergency Needs Payment:** Notwithstanding the absence of a pre-designated representative, if Client receives credible information that Consultant requires funds for immediate legal representation, medical care, or other critical needs relating to Consultant's detention or incapacitation, Client shall make reasonable efforts to facilitate payment for such needs from amounts due to Consultant. This may include direct payments to legal counsel, medical providers, or other service providers upon presentation of invoices for services rendered to Consultant. Client shall document all such payments and provide an accounting to Consultant or Consultant's representative.

Optional Designations: (Check all that apply)

Alternative Payee Designation:

Alternative	Designee:
<hr/>	
Relationship	to Consultant:
<hr/>	
Contact	Information:
<hr/>	

☐ **Durable Power of Attorney:** Consultant has executed a separate Durable Power of Attorney appointing an agent to manage financial affairs in the event of incapacity. This document shall govern the re-direction of payments, and Client agrees to honor directions from the designated agent.

☐ **Other Arrangements:**

Client acknowledgment of payment redirection provisions: _____ (Client initials)

☐ Additional payment redirection terms detailed in Attachment D (check if applicable)

19. Additional Terms and Conditions:

☐ Insurance: Client requires Consultant to maintain professional liability insurance Coverage amount: \$ _____

☐ Non-solicitation: During the Term of this Agreement and for _____ months thereafter, Client shall not directly or indirectly solicit or attempt to solicit any employee, contractor, or affiliate of Consultant for employment or engagement.

☐ Client Responsibilities (check all that apply): ☐ Provide timely access to necessary information, personnel, and resources ☐ Designate a primary contact person: _____ ☐ Provide feedback on deliverables within _____ business days ☐ Attend scheduled meetings and consultations ☐ Other: _____

☐ Additional provisions detailed in Attachment C (check if applicable)

20. IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the Effective Date first written above. By signing below, Client acknowledges having read, understood, and agreed to all terms and conditions of this Agreement, including all initialed sections.

21. CONSULTANT:

[Entity Name/Individual Name]

By: _____

Name: _____

Title: _____

Date: _____

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