

Alaska Native Science Commission

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ALASKA NATIVE SCIENCE COMMISSION EPA Traditional Knowledge and Contaminants Mini Grant Project

PARTNERSHIP AGREEMENT

This agreement is made between:

**Alaska Native Science Commission
3211 Providence Drive
Anchorage, Alaska 99508**

hereinafter referred to as ANSC, and;

hereinafter referred to as the Community.

1. Relationship Between Parties

This contract does not create nor shall be deemed to create or be construed to create any relationship between the parties other than that of independent parties contracting with each other solely for the purpose of effecting the provisions set forth in this agreement. Additionally, it shall be understood that neither of the parties hereto is the agent, employee, or representative of the other.

2. Period of Contract

This agreement shall commence on _____ and shall terminate on _____. ANHB shall not be liable for expenses incurred prior to the above commencement date. The parties upon mutual consent may extend or amend this agreement. Terms of the extension or amendment must be specified in writing and signed by both the Community and ANSC before the agreement terminates.

3. Scope of Work

{Description of Project Scope}

This agreement is established subject to provisions of the Alaska Native Science Commission's primary agreement with the U.S. Environmental Protection Agency, a federal agency (**Cooperative Agreement 0-000000-00-0**). The Community agrees to comply with applicable federal requirements as a sub-recipient of U.S. Environmental Protection Agency funds.

4. Reporting

The Community will provide updates on the progress of the pilot project by telephone once a month. The Community will submit written narrative progress reports of activities conducted under the terms of this agreement. Reports shall be submitted to the Alaska Native Science Commission on a quarterly basis within thirty (30) days following the end of the quarter. The quarter end dates for your project are: _____, _____, _____, and _____).

If the Community has an annual financial audit prepared, the Community must provide ANSC with a copy of its annual audit reports applicable to this period of performance upon their completion. In addition, the quarterly report must include copies of checks, invoices and other supporting documents for community resources used during each quarter. If an annual financial audit is not performed, the quarterly report must include copies of checks, invoices, and other supporting documentation for both the community resources and the ANSC resources used each quarter. All reports will be submitted to the Executive Director, ANSC.

In addition, the community agrees to submit the pre project evaluation questionnaire to ANSC within thirty (30) days of the project period start date. The Community agrees to submit the post project evaluation questionnaire to ANSC within thirty (30) days of the project period end date.

5. Method of Payment

In full consideration of the Community's performance according to the scope of work identified in Section 3 and Appendix A, ANSC shall pay the Community a sum not to

exceed \$_____ by _____. Reimbursement shall be provided for expenditures as identified in the Community's budget (Appendix ?).

The Community shall submit quarterly billings for services rendered. ANSC will reimburse the Community within thirty (30) days of receipt of the Community's invoice. Reimbursement will be contingent upon receipt of the narrative program report identified in section 4 above. The Alaska Native Science Commission may withhold payment to the Community under this agreement if the Community does not comply with program or audit requirements.

ANSC shall make payment to the Community for submittal of the completed pre and post evaluation questionnaires separate from the reimbursement for expenditures as identified in the Community's budget. {More detail}

The provisions set forth in this section will be the only compensation and reimbursement for expenses the Community shall be entitled to pursuant to this contract.

6. Termination

Notwithstanding anything in this agreement to the contrary, ANSC or the Community may terminate this agreement with or without cause and without liability given 30 days written notice. ANSC shall pay the Community its prorated share of the compensation due thereunder up to the date of termination.

7. Assignment

This agreement shall not be assigned or subcontracted to another contractor without the written consent of both parties.

8. Liability

The Community shall indemnify and hold ANSC harmless for any claims, lawsuits, or liabilities, including costs and attorney fees incurred in defense thereof, arising out of losses, damages, injury or death to persons or property occurring during the course of or as a result of, directly or indirectly, activities performed pursuant to this agreement. Additionally, it shall be understood that

ANSC will in no way provide the Community with insurance and/or benefits of any kind as a part of this contract and that any and all Community insurance and/or benefits shall be at the discretion and expense of the Community.

9. Construction

This agreement shall be construed without construction of which party drafted it, and the rule that contracts are construed most strongly against the party drafting it shall not apply.

10. Approvals

(insert org name)

COMMUNITY

ALASKA NATIVE SCIENCE COMMISSION

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date