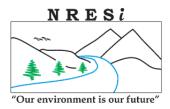
NRESi BMAP Project Participant Conflict of Interest and **Improper Influence Agreement**



(Date)

The 1 April 2015 amendment with Chevron for the Project, "Implementing Protocols for Biodiversity Monitoring and Assessment", adds specific clauses about conflict of interest and improper influence to our Contribution Agreement effective 1 April 2015 (see Appendix I). The amendment defines the Recipient's Research Project Team as "any UNBC person involved in conducting BMAP research inclusive of all involved principal investigators, postdoctoral fellows, research associates, research assistants, technicians, and graduate students". All members of the

One-up Witness Signature (Principal Investigator / Research Manager)

(Print Name)

Recipient's Research Project Team of Conflict of Interest and Improper Interest	must sign an acknowledgement tha	t they will abide by the
Acknowledgement of Conflic	t of Interest Provisions	
Conflict of Interest Policy, I will agent of Contributor or its Affilia other benefit of significant cost of business arrangement with any of	ertify that in addition to abiding by not (a) give to, or receive from, an ate in connection with the Services, or value, or any commission, fee or lirector, employee or agent of Contibutor or its Affiliate) without givi	y director, employee or any gift, entertainment or rebate; or, (b) enter into any tributor or its Affiliate (other
Acknowledgement of Improp	er Influence Provisions	
or give anything of value to any Government Official or any policorganization's decision, or to gas Research Project Team or any of that I shall not offer or make any know or have reason to believe to	rther certify that I will not offer or Government Official, any immedia tical party to influence the Governin any other advantage for Contrib them arising out of this Contract. I payment or offer or give anything that any portion of the payment or guy to any Government Official, any political party.	te family member of a ment Official's or outor Group, Recipient's In addition, I further certify of value to any person if I gift will be given directly,
Notification Provision		
these Conflict of Interest and Im Team Leader (the "Leader") or	ree that before taking any action the proper Influence Provisions, I will designate about any actual or percy be required to notify the Universion.	ask the Research Project reived violation. I
Any violations of the above provis project and any remaining funds a Contributor.		
(Print Name)	(Signature)	(Date)

(Signature)

Appendix I: Excerpt from the Phase II Contribution Agreement 1 April 2015 Amendment

- 20.5 **Recipient's Research Project Team** is defined as "any UNBC person involved in conducting the BMAP research inclusive of all involved principal investigators, postdoctoral fellows, research associates, research assistants, technicians, and graduate students".
- 20.6 **All members of the Recipient's Research Project Team** will sign an acknowledgement that they will abide by the Conflict of Interest (20.7) and Improper Influence (20.8) provisions in the amendment.
- 20.7 **Conflict of Interest**. In addition to abiding by all aspects of the UNBC Conflict of Interest Policy, no member of Recipient's Research Project Team may (a) give to, or receive from, any director, employee or agent of Contributor or its Affiliate in connection with the Services, any gift, entertainment or other benefit of significant cost or value, or any commission, fee or rebate; or, (b) enter into any business arrangement with any director, employee or agent of Contributor or its Affiliate (other than as a representative of Contributor or its Affiliate) without giving prior written notice to Contributor.
- 20.8 **Improper Influence**. No member of Recipient's Research Project Team may offer or make any payment, or offer or give anything of value to any Government Official, any immediate family member of a Government Official or any political party to influence the Government Official's or organization's decision, or to gain any other advantage for Contributor Group, Recipient's Research Project Team or any of them arising out of this Contract. In addition, no member of Recipient's Research Project Team shall offer or make any payment or offer or give anything of value to any person if the member knows or has reason to believe that any portion of the payment or gift will be given directly, indirectly or through a third party to any Government Official, any immediate family member of any Government Official or any political party.
- 20.9 **Reporting Violations, Reimbursement and Termination**. The Recipient's Research Project Team shall immediately notify Contributor of any violation of Section 20.7 or 20.8. In addition to any other remedies to which Contributor may be legally entitled and notwithstanding termination of this Contract, Recipient shall reimburse or issue a credit to Contributor equal to any benefit that paid in violation of these Sections. The Recipient's liability pursuant to this section 20.9 is limited to the amount of the Contributor's Contribution remaining at the time of termination pursuant to this section 1.3. Notwithstanding any other provision of this Contract, Contributor has the right to terminate this Contract at any time pursuant to Section 20.9 for any violation of Section 20.7 or 20.8, and Contributor is not obligated to pay Recipient for any Services performed after the date of the violation or event in question.