

CONSULTING AGREEMENT



THIS CONSULTING AGREEMENT (the "Agreement") is dated this _____ day of _____, 2020.

PROJECT TITLE

The project title (the "Project") will be known as the **Anishinaabe Exhibit Revitalization** Project.

CLIENT

Besser Museum of Northeast Michigan
Attn: Christine Witulski
491 Johnson Street
Alpena, MI 49707

CONSULTANT(S)

NMK Consulting, LLC
Attn: Charlee Brissette
2857 W Hwy M-28
Dafer, MI 49724 and

Kalvin Hartwig
1052 Cedar Street
Sault Ste. Marie, MI 49783

BACKGROUND

- A. The Client and the Consultants are of the opinion that the Consultants have the necessary qualifications, experience and abilities to provide consulting services to the Client.
 - B. The Consultants are agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.
 - C. The Project will be divided into Phase I and Phase II. This Agreement outlines contractual details and obligations for Phase I.
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IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultants (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultants to provide the Client with the following consulting services (the "Services"):

Phase 1: Exhibit Development: using the raw research data collected on Northeast Michigan Native American families and their heritage provided by the Besser Museum for Northeast Michigan (research provided by New Line Genealogy), the Consultants, Charlee Brissette and Calvin Hartwig, both from the Sault Tribe of Chippewa Indians, will create the exhibit narrative in their authentic voice for the Besser Museum's Annishinaabe Exhibit. The written narrative will provide an outline of the major exhibit themes and fully developed concepts of the indigenous culture in Northeastern Michigan. Their exhibit narrative will dictate the design and installation of the visitor experience in the new exhibit gallery.

In order to complete Phase 1 Consultants services:

- will include the review and analysis of raw data provided by the Client and New Line Genealogy
 - will include the creation of written reports outlining themes and developed concepts for exhibit development
 - will include identifying key topics within defined geographic area and develop the cultural, historical, and artistic significance for the exhibit
 - will include identifying and completing additional research when necessary and conducting key interviews with SME
 - will include on-site visits of comparable historical museums
 - will include the development of a written exhibit narrative inclusive of drafts and edits
 - will include quarterly written progress reports detailing what work was accomplished in the prior month.
2. The Services will also include any other consulting tasks which the Parties may agree on throughout the Term of the Agreement.

TERMS OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until December 31, 2020, subject to earlier termination as provided in this Agreement.
4. In the event that any Party wishes to terminate this Agreement prior to December 31, 2020, that Party will be required to provide 30 days' written notice to the other Party. If either one of the Consultants is a party wishing to terminate this agreement it shall be treated as if both Consultants chose to terminate. Client is free, but not required, to renegotiate this agreement with the Consultant who did not initiate the termination.
5. On or before December 31, 2020 Phase I of the Project will be completed. The Parties contemplate but are not required to enter into a new contract under terms to be decided to complete Phase II of the project. Phase II: Exhibit Design and Installation

PERFORMANCE

6. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

8. The Consultants will charge the Client for the Services rendered as follows (the "Compensation"):
 - Each Consultant, Charlee Brissette (NMK Consulting, LLC) and Calvin Hartwig, will receive a \$1,000 installment to initiate the project. There will be 4 quarterly installments of \$850 paid to each Consultant over the period of Phase 1.
 - Quarterly reports are required from each Consultant upon approval of payment of \$850 to Charlee Brissette and \$850 to Calvin Hartwig.
 - Quarterly Written Reports are due on the following dates: April 30th, July 31st, October 31st, December 30th.
9. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Consultants will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Consultants.

REIMBURSEMENT OF EXPENSES

10. The Client will provide each Consultant a travel stipend of up to \$1,500 for travel expenses related to the Services. The Consultants must provide original receipts with an expense report in a timely manner in order to receive reimbursement.

CONFIDENTIALITY

11. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would be reasonably considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and Client records, and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
12. The Consultants agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information, which the Consultants have obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

15. All written and oral information and material disclosed or provided by the Client to the Consultants under is Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultants.

OWNERSHIP OF INTELLECTUAL PROPERTY

16. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire," and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
17. The Consultants may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultants will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

18. Upon the expiration or termination of this Agreement, the Consultants will return to the Client any property, documentation, records or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

19. In providing the Services under this Agreement it is expressly agreed that the Consultants are acting as independent contractors and not as an employee. The Consultants and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultants during the Term. The Consultants are responsible for paying and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultants under this Agreement.

AUTONOMY

20. Except as otherwise provided in this Agreement, the Consultants will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultants will work autonomously and not at the direction of the Client. However, the Consultants will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

21. Except as otherwise provided in this Agreement, the Consultants will provide at the Consultants' own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

22. The Parties acknowledge that this Agreement is non-exclusive and that either Parties will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

23. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
- a. Executive Director, Besser Museum for
Northeast Michigan 491 Johnson Street
Alpena, MI 49707
 - b. NMK Consulting, LLC
Attn: Charlee Brissette
2857 W Hwy M-28
Dafer, MI 49724
 - c. Calvin Hartwig
1052 Cedar Street
Sault Ste. Marie, MI 49783

or to such other addresses as a Party may from time to time notify the others and will be deemed to be properly delivered (a) immediately upon being served personally, (b) seven days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

24. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Parties and their respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

25. Any amendment or modification of this Agreement or additional obligation assumed by a Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

26. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

27. The Consultants will not voluntarily, or by operation of law, assign or otherwise transfer their obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

28. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

GOVERNING LAW

29. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan and relevant Tribal Governments.

SEVERABILITY

30. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

31. The waiver by any Party of a breach, default, delay or omission of any of the provisions of this Agreement by the another. Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, 2020.

Representative, Besser Museum of Northeast Michigan Date

Representative, Museum Board of Directors Date

Charlee Brissette, NMK Consulting, LLC Date

Kalvin Hartwig Date