



ConocoPhillips Alaska, Inc.
P.O. Box 100360
Anchorage, AK 99510-0360

December 9, 2021

North Slope Borough School District
829 Aivik Street
Utqiagvik, AK 99723

Attention: Rich Carlson, Superintendent of North Slope Borough School District; Board of Education Members, Robyn Burke, Qaiyaan Harcharek, Frieda Nageak, Nancy Rock, Madeline Hickman, Charles Brower and Nora Jane Burns

Subject: Donation Agreement for Recognition between North Slope Borough School District and ConocoPhillips Alaska

THIS DONATION AGREEMENT (“Agreement”) is entered into on the date of last signature by and between ConocoPhillips Alaska, Inc. 700 G Street, Anchorage, Alaska 99501 (mailing address: P.O. Box 100360, Anchorage, Alaska 99510-0360) (hereinafter, “ConocoPhillips”) and the North Slope Borough School District (mailing address: 829 Aivik Street, Utqiagvik, AK 99723) (hereinafter, the “NSBSD”).

WHEREAS the NSBSD’s learning in schools is rooted in the values, history, and language of the Iñupiat.

WHEREAS the NSBSD’s priority, purpose, and responsibility is to partner with families and community to provide high-quality education resulting in students that are:

- Critical and creative thinkers able to adapt in a changing environment and world.
- Active, responsible, contributing members of their communities.
- Confident, healthy young adults, able to envision, plan and take control of their destiny.

WHEREAS the NSB owns and the NSBSB administers the Nuiqsut Trapper School.

WHEREAS the NSBSD understand the Nuiqsut Trapper School’s desire to partner with ConocoPhillips to create a Science, Technology, Engineering, and Math Lab (hereinafter, the “STEM Lab Program”); and

WHEREAS ConocoPhillips is willing to assist with the financial support to acquire, transport, store, assemble, and install technical equipment and furnishings for the STEM Lab Program in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, ConocoPhillips and the NSBSD (each, a “Party,” and together, the “Parties”) agree as follows:

1. THE STEM LAB PROGRAM

- 1.1 The STEM Lab Program is scheduled to run from December 2021 through the design, development, general use, and overall life of the Nuiqsut Trapper School STEM Lab (the "Sponsorship Term").
- 1.2 The contents and presentation of any of the NSBSD exhibition or STEM Lab Program, the management of the NSBSD's collections, and the interpretation of the NSBSD's mission to increase and diffuse knowledge, remain exclusively within the sole discretion of the NSBSD.

2. DONATION

- 2.1 ConocoPhillips will donate \$45,000.00 to the NSBSD for expenses related to the STEM Lab Program (the "Gift"). A proposed supply list for the Nuiqsut STEM Lab is included in Attachment B.
- 2.2 ConocoPhillips will make the Gift within 30 days following the signing of this Agreement, or by December 25, 2021, whichever is earlier.
- 2.3 Nothing in this Agreement will prevent the NSBSD from seeking additional sources of funding for the STEM Lab Program or from providing appropriate recognition of the source of the additional funding not inconsistent with this Agreement.
- 2.4 The NSBSD invests a percentage of all term gifts to build and support its fundraising program and further its mission with generous philanthropic and private support.
- 2.5 The NSBSD agrees that no part of the Gift shall be used for lobbying or political activities within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended. The NSBSD shall use the Gift only for those purposes described in this Agreement.
- 2.6 If, in the opinion of the NSBSD after consultation with ConocoPhillips, it becomes impossible or impractical to use all or any part the Gift for the purpose described in this Agreement or if this Agreement is determined to be in conflict with or in violation of any applicable law, the NSBSD shall notify ConocoPhillips as soon as practicable. In such event, the Gift may be used in whole or in part for any related purpose which, in the opinion of the Parties, will most nearly accomplish ConocoPhillips' original intent as expressed in this Agreement.

3. RECOGNITION

The NSBSD will recognize ConocoPhillips as a sponsor of the STEM Lab Program, as described in Attachment A. The placement and format of any recognition bearing the name and logo of ConocoPhillips will be reviewed in advance by ConocoPhillips and must be mutually agreed upon by the Parties. ConocoPhillips agrees not to unreasonably withhold such agreement, considering the need to accommodate other funders equitably.

4. PUBLICITY AND PROMOTION

- 4.1 Should ConocoPhillips wish to engage in publicity and marketing related to ConocoPhillips' support of the STEM Lab Program, it must be approved in advance by the NSBSD. Such approval will not be unreasonably withheld. NSB Mayor and Superintendent of North Slope Borough School District, will secure that approval on behalf of the NSBSD.
- 4.2 The names of the NSBSD, its logo, and certain other NSBSD names and marks are registered trademarks. Except as specifically provided for herein, ConocoPhillips may not use these names and marks, including in or on ConocoPhillips' products or on product packaging or at point of purchase, or in advertising, promotion, publicity, or fund-raising, without the prior written approval of the NSBSD.
- 4.3 The name "ConocoPhillips" and the ConocoPhillips "mark" are registered trademarks. Except as specifically provided for herein, the NSBSD may not use ConocoPhillips' trademarks, service marks, visual product representations, trade names, trade dressing, logos, or other commercial or product designations for any purpose without ConocoPhillips' prior written approval. Jennifer M. Rose, Senior Advisor, will provide the approval on behalf of ConocoPhillips.

5. FORCE MAJEURE

Neither Party shall have any liability to the other for any failure to perform, or for any cancellation in connection with performance of any obligations hereunder, if such failure or cancellation is due to, or in any manner caused by, the laws, regulations, acts, inactions, demands, orders or interpositions of any government, or by acts of God, strikes, fire, flood, weather, war, terrorism, rebellion, insurrection or any other causes beyond the reasonable control of either Party..

6. AUTHORIZED REPRESENTATIVES

- 6.1 THE NSBSD Representative. For the purposes of liaison, direction, and coordination of daily operational matters, the NSBSD shall be represented by:

Rich Carlson
Superintendent
North Slope Borough School District
829 Aivik Street
Utqiagvik, AK 99723
Phone: 907-852-9500
Rich.carlson@nsbsd.org

AND

Fadil Limani
North Slope Borough School District
Chief Financial Officer
Phone: 907-330-7542
Fadil.limani@nsbsd.org

- 6.2 ConocoPhillips Representatives. For the purposes of liaison, direction and coordination

of daily operational matters, ConocoPhillips shall be represented by:

Jennifer M. Rose, Senior Advisor
ConocoPhillips Alaska
700 G Street, ATO 1928
Anchorage, Alaska 99501
Phone: 907-265-1429
Jennifer.M.Rose@cop.com

mailing address:
P.O. Box 100360
Anchorage, Alaska 99510-0360

AND

Valli Peterson, Village Outreach Liaison
ConocoPhillips Alaska
700 G Street, ATO 1942
Anchorage, AK 99501
Office Phone: 907-265-6274
Cell Phone: 907-750-0221
Valli.L.Peterson@ConocoPhillips.com

mailing address:
P.O. Box 100360
Anchorage, Alaska 99510-0360

6.3 Substitution of Representative. THE NSBSD and ConocoPhillips shall advise each other in writing of any substitution for said representatives.

7. OTHER PROVISIONS

7.1 Recitals. The recitals herein constitute an integral part of the Agreement and are to be considered as such.

7.2 Captions. The captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.

7.3 Association. The Parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship, and nothing in this Agreement shall be construed as creating any such relationship between the Parties.

7.4 Confidentiality. In consideration of the public nature of the NSBSD and in order to protect its public image and the public trust, ConocoPhillips acknowledges that the NSBSD will not treat this Agreement or its contents as confidential information. The Agreement and its contents will be released if requested by organizations or individuals who make such a request in a manner consistent with the NSBSD's policy or applicable law.

- 7.5 Modification. Neither Party shall be bound by any definition, condition, warranty, representation, modification, consent, or waiver, other than as expressly stated herein, unless set forth in a writing executed by the Party to be bound thereby.
- 7.6 Assignment. This Agreement and the rights granted hereunder may not be assigned by either party, except with the express written permission of the other Party.
- 7.7 Disputes. Any dispute arising under the terms of or performance under this Agreement will be governed by Alaska law. Any action must be brought and maintained in federal or state court located in Anchorage, Alaska.
- 7.8 Entire Agreement. This Agreement constitutes the entire legal agreement between the parties relating to the subject matter hereof. All prior negotiations, representations, agreements, and understandings are ineffective and are superseded by this Agreement.

SPACE INTENTIONALLY LEFT BLANK

ACCEPTED AND AGREED TO BY THE AUTHORIZED
REPRESENTATIVES OF THE PARTIES

NORTH SLOPE BOROUGH SCHOOL DISTRICT

CONOCOPHILLIPS ALASKA, INC.

By: Rich Carlson
Superintendent of North Slope
Borough School District
Date:

By: Portia Babcock
Manager, Government and Public Affairs
Date:

Signature Page to Gift Agreement

Attachment A
Recognition Benefits

The placement and format of any recognition bearing the name and logo of ConocoPhillips will be reviewed in advance by ConocoPhillips and must be mutually agreed upon by the Parties. The NSBSD will provide ConocoPhillips with the following recognition and benefits:

- The NSBSD will install an appropriately designed and prominently placed permanent logo and sign, supplied by ConocoPhillips, outside of the STEM Lab in the Nuiqsut Trapper School (Sign). The Sign will be similar in design to other future interpretive signs on the NSBSD 's properties. In the event it becomes necessary to change the location or size of the Sign, the NSBSD will consult with ConocoPhillips and the parties shall agree on any necessary changes in writing. During the Sponsorship Term and for so long as the Sign is located at the NSBSD property, the NSBSD shall be responsible for reasonable upkeep and maintenance of the Sign.

- Recognition will also be provided to ConocoPhillips and all other financial contributors in a list format within the STEM Lab Program facility throughout the Sponsorship Term.

- Recognition, as deemed appropriate by the NSBSD in certain NSBSD social media posts that promote the STEM Lab Program and its impact throughout the Sponsorship Term.

- Formal dedication ceremony for the STEM Lab Program conducted with ConocoPhillips representatives.

- ConocoPhillips may issue a press release that includes a quote from the NSBSD's representative, announcing ConocoPhillips' sponsorship of the STEM Lab Program. The press release may not state or imply the NSBSD 's endorsement of ConocoPhillips and must be approved in advance by the NSBSD.

Attachment B
Proposed STEM Lab (NUI) Equipment List

Item	Quantity	Link to Purchase
Viewsonic	1	https://www.cdw.com/product/viewsonic-viewboard-ifp7550-interactive-flat-panel-75-led-backlit-lcd-disp/4665238
3D Printer	1	https://ultimaker.com/3d-printers/ultimaker-s5
Drone Assembly Kits (10 in kit)	1	https://shop.robolink.com/products/codrone-pro-classroom-set
Skid Steer Loader	1	Skid Steer Loader Tech-Labs
Forklift Simulator	1	Forklift Personal Simulator Tech-Labs
Dash Bots	10	https://www.makewonder.com/robots/dash/
LEGO Education Spike Prime set	2	SPIKE Prime Secondary School STEAM Learning LEGO® Education
LEGO Education Spike Essential Set	2	SPIKE Essential Primary School STEAM Learning LEGO® Education
LEGO BricQ Motion Prime	10	BricQ Motion Prime (lego.com)
Kids Spark Education 6-8 grade	1	Purchase Programs Kid Spark Education
Kids Spark Education 2-5grade	1	Purchase Programs Kid Spark Education
Kids Spark Education Pre-K-1st grade	1	Purchase Programs Kid Spark Education
Builderspaces Spaceport x 4	5	https://www.pitsco.com/BuilderSpaces-SpacePort
Bee-Bot Getting Started Package	1	Bee-Bot® Getting Started Package (W46695) (pitsco.com)
Bee-Bot Sequencing Cards	2	https://www.pitsco.com/Bee-Bot-Sequence-Cards
Sail Car maker Project	1	https://www.pitsco.com/Sail-Car-Maker-Project
Making your own ruler	1	https://www.pitsco.com/Making-Your-Own-Ruler-Pack?SKU=W15788&tp=1

Elementary Maker Space Tools package	1	https://www.pitsco.com/Elementary-MakerSpace-Tools- Package-
Gravity jousting	1	Gravity Jousting Starter Pack (W41931) (pitsco.com)
3Doodler	1	3Doodler Create+ Learning Packs (pitsco.com)
TeacherGeek Ultimate STEAM Maker Activity Cart, Blueberry with Makerspace Sign	1	TeacherGeek Ultimate STEAM Maker Activity Cart, Blueberry with Makerspace Sign (schoolspecialty.com)