

AGREEMENT FOR INDEPENDENT ARBITRATOR SERVICES
BETWEEN
THE NMI SETTLEMENT FUND
AND

_____, ESQ.

CONTRACT # _____

This is an AGREEMENT, by and between the NMI Settlement Fund (“Settlement Fund”), acting by and through its Trustee, having its principal place of business at the Lorenzo I. Deleon Guerrero Bldg., Isa Drive, Capitol Hill, Saipan, and _____, having an office at _____ (the “Contractor”), effective _____, 2014 (the “Effective Date”).

WHEREAS, the Settlement Fund is an entity created as a result of a Final Amended Stipulation and Agreement of Settlement (“Settlement Agreement”) approved by the court in the class action lawsuit filed in the United States District Court for the Northern Mariana Islands, Case No. 09-000023 (the “Retirement Fund Litigation”);

WHEREAS, Section 10.0(k) of the Settlement Agreement provides that the Settlement Fund Trustee shall have the following powers and duties: “To establish policies and appoint hearing officers for the resolution of all disputes between individual Members of the Settlement Fund and the Settlement Fund consistent with due process and a right to a final appeal to an independent arbitrator selected by the Trustee and approved by the District Court, there shall be no further appeal from the decision of the arbitrator”;

WHEREAS, the Settlement Fund, pursuant to Section 10.0(k) of the Settlement Agreement, conducts administrative appeal hearings for the resolution of disputes between individual Members of the Settlement Fund and the Settlement Fund with respect to retirement benefits;

WHEREAS, the Trustee of the Settlement Fund has or will adopt the NMI Settlement Fund Appeal Rules and Procedures (“Appeal Rules”) for the conduct of the hearings, which Appeal Rules will be effective upon approval by the District Court in the Retirement Fund Litigation;

WHEREAS, the Settlement Fund seeks, on a non-exclusive basis, the services of an attorney to act as one of its independent arbitrators to hear and regulate certain appeals from hearing officer decisions and perform such other services are more fully described in Article I of this Agreement;

WHEREAS, the Contractor is an attorney, duly licensed to practice in the CNMI and, by reason of his or her competence, work ethic, legal experience and integrity, is qualified to act as an independent arbitrator for appeals from hearing officer decisions; and

WHEREAS, Settlement Fund, acting through the Trustee pursuant to the Trustee’s authority under Section 10.0(k) of the Settlement Agreement, is desirous of retaining the Contractor and Contractor wishes to perform the independent arbitrator services for the Settlement

Fund in accordance with the provisions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, and other good and valuable consideration, the parties intending to be legally bound, agree as follows:

ARTICLE I: SCOPE AND CONDUCT OF SERVICES

1. Contractor shall act as the Settlement Fund's Independent Arbitrator in appeals of decisions of the Settlement Fund's hearing officer in matters assigned by the Settlement Fund's Appeals Coordinator for Administrative Appeals ("Appeals Coordinator") as provided in the Appeal Rules (or, in the absence of an Appeals Coordinator, to such person as the Settlement Fund may designate), and, in furtherance thereof, Contractor shall perform the duties of an independent arbitrator on behalf of the Settlement Fund in administrative adjudications pursuant to the Settlement Fund's Appeal Rules for each such matter, which shall include without limitation, and in addition to other services incidental to such assignments as set forth in this Agreement (the "Services"): case management and scheduling; hearing and ruling on pre-hearing motions; appearances at the hearing location specified by the Appeals Coordinator; conducting the arbitration appeal hearings in Saipan or another place as may be directed by the Settlement Fund; marshaling and maintenance of the arbitration appeal record; preparation of written findings of fact and conclusions of law explicitly labeled as such; communicating with the Appeals Coordinator and/or the parties to the arbitration appeal to coordinate all of the above activities, including transmitting the decision in accordance with the Appeal Rules.

2. The Contractor's duties shall also include administrative tasks, including but not limited to, managing audio or video equipment and other equipment necessary for the arbitration hearing process, arranging the placement of the parties, and instructing the court reporter or stenographer, so as to optimize the hearing process in accordance with Settlement Fund Appeal Rules.

3. The Contractor shall perform his or her duties in conformity with all applicable Settlement Fund rules, regulations, policies and procedures, whether written or oral, as the same are announced by the Settlement Fund and as may be amended from time to time, including without limitation the Settlement Fund Appeal Rules.

4. In each such matter assigned, the Contractor shall perform at all times faithfully, impartially, industriously and to the best of the Contractor's ability, experience and talent all responsibilities and other duties that may be required of the Contractor in the Contractor's capacity as an independent arbitrator. The Contractor shall cooperate fully and in a professional and impartial manner with the Settlement Fund and with litigants before the Settlement Fund. The Contractor shall perform and complete any duties or obligations required of an independent arbitrator by law, rule or regulation.

5. The Contractor shall substantially abide by the Code of Judicial Conduct for the Commonwealth Judiciary ("Code") adopted by the [Supreme Court of the Commonwealth of the Northern Mariana Islands effective December 3, 1989], as may be amended or replaced by any subsequent superseding Code, except that Part IV of the Code relating to the procedure for filing

grievances shall not apply.

6. The Contractor acknowledges that this is an agreement for the provision of personal services. The Contractor agrees that all services to be provided under this Agreement (except for services that are strictly clerical in nature) shall be performed by the Contractor personally. The Contractor shall not assign or subcontract any services provided to the Settlement Fund under this Agreement without the Settlement Fund's prior written approval, which consent may be withheld by the Settlement Fund for any reason or no reason. Any attempt to make such an un-authorized assignment or subcontract will be void *ab initio*.

7. The Contractor must at all times during the term of this Agreement be capable of using, sending and receiving correspondence, notices, decisions, reports, and other documents, in a secure and confidential electronic format acceptable to the Settlement Fund, including compact disc ("CD"), digital versatile disc ("DVD") and electronic mail.

8. The Contractor shall complete and submit any forms or reports required by the Settlement Fund or the Trustee relating to performance of the Services under this Agreement.

ARTICLE II: TERM AND TERMINATION.

1. The term of this Agreement shall be one (1) year commencing upon the Effective Date, [expiring on _____, 2015] (the "Term"), subject to annual renewals at the sole and absolute discretion of the Settlement Fund. Notwithstanding the foregoing, the Settlement Fund may terminate this Agreement for any reason or no reason by providing Contractor ten (10) days prior written notice. Either party may terminate this Agreement with immediate effect in the event of an un-cured material breach following five (5) business days prior written notice thereof. If the Settlement Fund or Contractor terminates this Agreement at any time, the Settlement Fund's sole obligation shall be to pay the Contractor fees and disbursements for the Services rendered prior to the effective date of termination, but in no event shall such fee exceed the maximum fee for such Services as set forth in Article IV of this Agreement.

2. Upon expiration or termination of this Agreement for any reason, without regard to claims, rights or remedies of any party, Contractor shall return and deliver immediately to the Settlement Fund all work product (including without limitation partial results, drafts, notes, and work in process, in all media including without limitation electronic format) created or worked on by Contractor in performance of the Services, together with all information or materials received from the Settlement Fund or other sources in connection herewith (including without limitation tangible and intangible Settlement Fund property; all hearing transcripts, appeal record documents, reports, briefs, correspondence and other arbitration appeal-related documents; and all records thereof). All materials in the possession of the Contractor relating to any pending matter assigned to Contractor shall be delivered to the Settlement Fund, organized in a manner that the Appeals Coordinator may direct to assist the Settlement Fund in maintaining an accurate record of the proceedings and, if necessary, transfer a matter to another arbitrator. Subject to the foregoing, in the event any decision is pending at the termination of this Agreement, Contractor, if requested by the Settlement Fund, shall negotiate with the Settlement Fund to ensure all pending matters are completed.

ARTICLE III: RELATIONSHIP AS INDEPENDENT CONTRACTOR

1. The relationship of the Contractor to the Settlement Fund arising out of this Agreement shall be that of an independent contractor. Contractor is a licensed attorney engaged in an independent business and will perform the Services as an independent contractor. The Contractor, in accordance with its status as an independent contractor, agrees that he or she will conduct himself or herself in a manner consistent with such status, that he or she will not act or attempt to act or represent himself or herself, directly or by implication, as an agent of the Settlement Fund or in any manner assume or create any obligation on behalf of or in the name of the Settlement Fund. Contractor agrees that he or she will neither hold himself or herself out as, nor claim to be an employee of the Settlement Fund by reason of this Agreement or Contractor's designation as an independent arbitrator in any matter, and that he or she will not by reason of this Agreement or Contractor's designation as an independent arbitrator in any matter, make any claim, demand or application for any right or privilege applicable to an employee of the Settlement Fund, including without limitation, workers' compensation coverage, insurance benefits, [social security coverage], or retirement benefits. All personnel the Contractor may engage shall be within the employ of the Contractor only, who alone shall be responsible for their work, the direction thereof, and their compensation. Nothing in this Agreement shall impose any liability or duty on the Settlement Fund, on account of any acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation, or organization engaged by the Contractor as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, for taxes or obligations of any nature, including, but not limited to, workers' compensation, and the Contractor hereby agrees to indemnify and hold harmless the Settlement Fund against any such liabilities.

2. The Settlement Fund makes no commitment that the Contractor will be assigned any particular matter or any matters at all. The Settlement Fund will inquire as to availability in regard to a particular matter and if the Contractor confirms availability and is assigned a matter, the Contractor shall commence and complete the matter.

3. The Contractor agrees that any material, whether written, audio, visual or otherwise, that the Contractor creates in performing services for the Settlement Fund pursuant to this Agreement shall be a "work made for hire" in which the Settlement Fund shall own all right, title and interest, including all patent, copyright and other proprietary rights that may be secured.

4. The Contractor agrees that in any matter assigned pursuant to this Agreement, the Contractor will not make statements, comments, public appearances, participate in radio or television programs or on-line computer forums or any public conferences of any sort in relation to any Settlement Fund matter, except as permitted in writing by the Settlement Fund.

5. Except as required by law, neither party shall use the name of the other party or of any employee of the other party in connection with any publicity without the prior written approval of the other party.

6. The Contractor represents that the Contractor is not a party to, and will not enter

into, any contract or any contractual obligation that conflicts with any of the Contractor's obligations under this Agreement or limits (as determined by the Settlement Fund in the sole exercise of the Settlement Fund's discretion) the rights granted to the Settlement Fund under this Agreement or that impairs the Settlement Fund's ability to fully exercise such rights.

7. Contractor has the right to perform services for others during the Term of this Agreement to the extent permitted by the applicable rules of professional responsibility and ethics, and, except as otherwise provided in this Agreement, has the sole right to control and direct the means, manner, time and method by which the Services will be performed so long as the final work product, any deliverables and the Services are of the quality specified and are completed in accordance with the agreed time schedule, applicable laws and regulations, and the Appeal Rules; provided however that administrative hearings shall be conducted at the Settlement Fund's premises during normal Settlement Fund business hours.

8. The Contractor shall refer to the Contractor's relationship with the Settlement Fund as "arbitrator."

ARTICLE IV: COMPENSATION

1. Compensation shall be payable only for the Services rendered at the rates specified in this Article. Total compensation for services provided under this Agreement shall in no event exceed the sum of \$50,000.00 per year.

2. The Settlement Fund shall pay the Contractor the sum of \$200 per hour for time spent in performing the Services as an arbitrator, including for time reasonably spent to prepare written decisions. The hourly rate shall be inclusive of all expenses in connection with Contractor's work for the Settlement Fund, including but not limited to, Westlaw charges, paralegals charges, copies, taxes (including GRT), equipment, and travel expenses, and the Settlement Fund will not be responsible for or reimburse the Contractor for such expenses incurred by the Contractor, unless the Settlement Fund has pre-approved and agreed in writing to assume them. Contractor shall be responsible and liable for all taxes (including GRT), excises, assessments, insurance and any benefits including, but not limited to health, accident and compensation benefits and shall pay all taxes and contributions, which Contractor is required to pay in connection with its performance of the Services.

3. The Contractor shall prepare and complete such documentation reasonably requested by the Settlement Fund relating to compensation of the Contractor including without limitation provision of its tax identification number and completion and provision of all relevant and applicable Tax and Revenue forms and documents to the Settlement Fund, upon request.

4. No minimum amount is guaranteed by this Agreement and the Contractor shall not have any right to make a claim therefor.

5. The Contractor shall maintain adequate records to substantiate all claims for payment, and, at the Settlement Fund's request, shall make such records available at the Settlement Fund's offices in Saipan for examination and copying.

6. During the Term of this Agreement and for a period of thirty six (36) months after its expiration or termination, the Settlement Fund and or it auditors at all reasonable times, and upon reasonable notice to Contractor, shall have the right to review all contracts, correspondence, books, accounts, files, records and notes of Contractor which pertain in any manner to this Agreement, performance of the Services hereunder, and or the charges therefore.

ARTICLE V: INVOICING AND PAYMENT

1. Payment for services under this Agreement will be made upon submission by the Contractor of monthly, itemized invoices. The Settlement Fund shall promptly process all payments due to the contractor that conform to the provisions of this Agreement and are approved by the Settlement Fund's Administrator. Invoices for each calendar month shall be submitted no later than the 10th day of the next month, and must be directed and submitted to:

NMI Settlement Fund
ATTN: _____
Email: _____

2. Invoices must include the following information:
- a. Contractor's taxpayer identification number;
 - b. a detailed description of services including time billed (which shall be in one-tenth of an hour increments) by date(s) of service, including the hearing case number;
 - c. the total amount billed for services and expenses for the invoice period; and
 - d. the beginning and ending dates of the billing period included in the invoice.

3. Payment shall be made by ACH transfer within thirty (30) days of the date the invoice is approved by the Settlement Fund. Upon request by the Settlement Fund, the Contractor must submit an original of an ACH Authorization Form.

ARTICLE VI: LIABILITY AND INDEMNIFICATION

The Contractor shall be responsible for all injuries or damages to life and property due to activities of the Contractor, as well as agents or employees of the Contractor in connection with performance of services pursuant to this Agreement. The Contractor shall indemnify, defend and save harmless the Settlement Fund, and its Trustee, attorneys, officers, employees, agents, affiliates and assigns from and against any and all third-party claims, liabilities, losses, damages, costs, or expenses, including reasonable attorney fees, that may be incurred, suffered, or required in whole or in part by an actual or alleged act or omission of the Contractor, his or her employees, agents, successors and assigns, including, but not limited to any actual or alleged negligence or willful misconduct in connection with the Services performed hereunder or breach of any of

Contractor's obligations, covenants, representations or warranties hereunder.

ARTICLE VII: REPRESENTATIONS, WARRANTIES AND COVENANTS

1. Contractor represents warrants and covenants to the Settlement Fund as follows:

a. Disbarment, Suspension, or Reprimand. During the Term of this Agreement, Contractor shall remain in good standing with the bar of each jurisdiction in which the Contractor is licensed to practice law. In addition, Contractor agrees to notify the Settlement Fund immediately if Contractor is involved in any disciplinary proceeding or action which could result in Contractor being disbarred, suspended, reprimanded (public or private), or excluded therefrom during the Term of this Agreement. Contractor understands that such disbarment, suspension, reprimand, or exclusion may be cause for and result in the immediate termination of this Agreement.

b. Skill and Abilities. Contractor, its personnel and all persons performing Services hereunder have and will maintain the requisite skill, education and experience to render the Services; and the Services shall be performed in a competent and efficient manner using commercially reasonable efforts to accomplish the Settlement Fund's stated objectives.

c. Responsibility. Contractor shall at all times during the term of this Agreement remain responsible. Contractor agrees, if requested by the Administrator of the Settlement Fund or his or her designee, to present evidence of Contractor's continuing legal authority to do business in the CNMI and/or to perform the Services under this Agreement, and Contractor's integrity, experience, ability, prior performance, and organizational and financial capacity.

d. Compliance with Laws. Contractor shall maintain all licenses, approvals, permits and certifications necessary for the performance of the Services and shall provide copies of such to the Settlement Fund upon request. Contractor's failure to maintain the same shall be grounds for immediate termination of this Agreement. Contractor shall cooperate with the Settlement Fund and provide all requested records and documentation such that the Settlement Fund can comply with its own documentation and contractual requirements in a timely manner. Contractor shall comply fully with the provisions of all applicable federal, state and local laws and regulations including without limitation the Government Ethics Code Act of 1992 and shall maintain all federal, state and local approvals, licenses, permits and certifications required of its operations, and shall notify The Settlement Fund within two (2) business days of any suspension, revocation, condition, limitation, qualification or other restriction on any such approval, license, permit or certification which would impede Contractor in the performance of its obligations under this Agreement.

ARTICLE VIII: CONFLICTS OF INTEREST

1. If Contractor has a conflict of interest based upon his or her other business or

personal relationships that would render the Contractor unable to legally and ethically perform the Services required under this Agreement, the Settlement Fund may terminate this Agreement immediately upon written notice. Contractor shall immediately notify the Settlement Fund of any such conflict upon becoming aware of such conflict. Contractor warrants that it will not bill and the Settlement Fund shall not pay for Services performed after a conflict of interest arises, or was foreseeable.

2. Contractor will make all reasonable efforts to avoid having the provision of services under this Agreement by the Contractor, or his/her employees or agents, result in such a conflict of interest, or in the appearance of such a conflict of interest.

ARTICLE IX: SECURITY AND CONFIDENTIALITY

1. The Contractor shall comply with all applicable facility and information security policies and procedures of the Settlement Fund in performing the Services under this Agreement.

2. The Contractor may not connect (either through hardwired or wireless means) any non-Settlement Fund computer or telecommunications equipment to the Settlement Fund network without prior written approval of the Administrator of the Settlement Fund. Personal and corporate laptop computers are included in this prohibition.

3. The Contractor understands that in the performance of the Services under this Agreement, the Contractor and his/her agents and employees may receive or have access to "Personal Information." For purposes of this Agreement, the term "Personal Information" shall include (but not necessarily be limited to) and (i) individual's government-issued identification number (including social security number, driver's license number or government-issued identified number); (ii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; (iii) biometric or health data; (iv) tax or employment records; or (v) other information that identifies or can be used to identify an individual or can be used to authenticate an individual. "Personal Information" shall also include "Settlement Fund Confidential Information". For purposes of this Agreement, the term "Settlement Fund Confidential Information" shall include (but not necessarily be limited to) all notes, analyses, data, studies or other documents concerning the business, operations, finances, properties and affairs of the Settlement Fund, or documents based on or containing any part of such information as may have been prepared by the Settlement Fund or by any person to whom the Settlement Fund shall have disclosed such information, or any materials produced in connection with an administrative hearing, including but not limited to evidentiary exhibits and hearing transcripts.

4. The Contractor agrees that the Contractor and his/her employees and agents are (i) required to take all appropriate action to protect the confidentiality of Personal Information supplied to, or received by, the Contractor in the course of his/her performance of the Services under this Agreement; (ii) required to abide by all Settlement Fund policies and procedures related to the treatment of Personal Information; (iii) prohibited from copying, communicating or otherwise disclosing Personal Information unless specifically directed by the Settlement Fund, or

as specifically required to provide services to the Settlement Fund under this Agreement; and (iv) required to immediately notify the Settlement Fund of any unauthorized disclosure of, breach, or suspected breach with respect to such Personal Information. The Contractor shall be liable for the costs associated with or caused by the unauthorized disclosure of, breach, or suspected breach with respect to such Personal Information, including costs of any notification required, if the disclosure, breach, or suspected breach is caused by the Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Contractor's agents or employees.

5. Upon the Settlement Fund's written request, the Contractor will return to the Settlement Fund all items containing Personal Information, or, alternatively, cause to be shredded all hard copies of such items, and permanently delete or otherwise destroy all such information that is stored electronically.

6. The provisions of this Article shall survive the termination or expiration of this Agreement.

ARTICLE X: NOTICES

Except as otherwise provided in this Agreement, any notice or other communication given pursuant to this Agreement shall be in writing and shall be given by sending such notice properly addressed to the other party's address shown below, and shall be effective upon the first to occur of (a) personal delivery to the party for whom intended, or (b) five days following deposit of the notice into the United States Postal Service mail (certified mail, return receipt requested, or first class postage prepaid), or (c) actual receipt by the intended party, if the notice is sent by overnight mail service or by electronic means if the receiving party agrees to accept delivery by electronic means.

For the Settlement Fund:

NMI Settlement Fund Administrator
P.O. Box 501247
Saipan, MP 96950
Email:

For Contractor:

[Name]
[Address]

Email: _____

Either party may designate different contact information by giving written notice to the other in accordance herewith.

ARTICLE XI: EQUITABLE RELIEF:

In the event of a breach of this Agreement by the Contractor, the Settlement Fund may pursue any available legal or equitable remedies against the Contractor. In the event Contractor breaches or threatens to breach any representation, warranty, covenant or obligation expressed in this Agreement relating to confidentiality, work product, competition, proprietary information, Personal Information, intellectual property or retrieval of information or materials, the damages to the Settlement Fund could be great, irreparable and difficult to quantify; therefore the parties agree that the Settlement Fund shall be entitled to obtain an injunction from a court of competent

jurisdiction or such other equitable relief as the court may grant to restrain such breach or threatened breach, without disentitling the Settlement Fund to any other relief either contained herein, at law or in equity, to which the Settlement Fund may otherwise be entitled. In connection with such proceedings Fund shall not be required to prove actual damages and shall be entitled to such injunction or other equitable relief as the court deems appropriate, without posting bond or security.

ARTICLE XII: MISCELLANEOUS

1. A waiver of any breach or failure to enforce any term or condition of this Agreement shall not in any way affect, limit or waive such party's right at any time to enforce strict compliance with that or any other term or condition of this Agreement.

2. This Agreement and the documents incorporated herein represent the entire agreement between the Settlement Fund and the Contractor, and supersedes all prior oral or written representations, proposals, correspondence, discussions, negotiations and agreements relating to its subject matter. Except as provided in subsection 5 below, no change, modification, waiver, agreement or understanding, oral or written, in any way purporting to waive or modify the terms hereof shall be binding on the Settlement Fund or Contractor hereto unless contained in a written document expressly described as an amendment to, waiver of, or extension of, this Agreement and unless such document is duly executed by the Settlement Fund and Contractor.

3. The headings contained in this Agreement are intended for ease of reference only and shall not be interpreted to limit or modify any of the provisions of this Agreement.

4. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of the Northern Mariana Islands. The parties agree that arbitration shall be used to resolve any and all claims, disputes, controversies or disagreements of every kind and nature between them arising out of or in connection with this Agreement, including but not limited to disputes concerning the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuance, or termination of this Agreement. Any dispute to be arbitrated shall be determined by final, binding arbitration under the arbitration rules and procedures of the American Arbitration Association, or alternative arbitration rules and procedures agreed upon by the parties. The parties irrevocably submit to the exclusive personal and subject matter jurisdiction of the United States District Court for the Northern Marianas Islands for purposes of confirming or vacating any arbitration award, decision or order.

5. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction or under any statute, regulation, ordinance, executive order or other rule of law, such provision shall be deleted or modified, at the election of the parties, but only to the extent necessary to comply with such ruling, statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement shall remain in full force and effect.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same instrument.

7. The obligations of this Article shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latter day and year written below.

NMI SETTLEMENT FUND:

CONTRACTOR:

By: Joyce C.H. Tang
Its: Trustee

Date: _____

Date: _____