

**2009-2010  
Officers & Board Members**  
Laurie Peterka, President  
Gabriel C. White, Vice President  
Mili Saiki, Secretary  
Mike Pai, Treasurer



**2009-2010  
Advisory Board Members**  
Kelley Butcher, General & Legal  
Russ Quinn, Development  
Programs  
Edward Salas, Youth Outreach  
Coordination

## NORTHERN MARIANA ISLANDS VOLLEYBALL ASSOCIATION

[www.nmivolleyball.org](http://www.nmivolleyball.org)

P. O. Box 502476, Saipan, MP 96950 ▪ Phone (670) 234 - 6547 ▪ Fax (670) 234 - 9537 ▪ email: [nmivolleyball@gmail.com](mailto:nmivolleyball@gmail.com)

### ATHLETE'S CONTRACT

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#### KEY TERMS

DATED \_\_\_\_\_, 2011

ATHLETE'S CONTRACT

BETWEEN

**NORTHERN MARIANA ISLANDS VOLLEYBALL ASSOCIATION (NMIVA)**  
P.O. BOX 502476, SAIPAN, MP 96950

AND

FULL NAME: \_\_\_\_\_

Congratulations! We are delighted to appoint You to the Commonwealth of the Northern Mariana Islands (CNMI) Men's/Women's National Beach Volleyball Team. This Contract sets out the terms and conditions that You accept as a condition of your appointment. This Contract includes the Key Terms, the Standard Terms and Conditions and the Schedules attached.

#### 1. TERM

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This Contract commences on the day that it is signed (M: \_\_\_\_\_ / D: \_\_\_\_\_ / Y: \_\_\_\_\_) and will continue until:

1.1 One (1) full year (**Day**) \_\_\_\_\_, (**Month**) \_\_\_\_\_ and (**Year**) \_\_\_\_\_ when this Contract expires and is terminated on; or

1.2 it is terminated in accordance with the provisions of this Contract.



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### 2. SPECIFIC REQUIREMENTS

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You agree to meet the following specific requirements during the Term. Below are the details of specific events and activities that You are required to attend (if selected) or any other requirements specific to the Athlete not already covered in the Standard Terms and Conditions:

Requirement	Detail	Dates (if relevant)
All qualifying events	See schedule	See schedule
All fundraising events	To be provided	TBD/TBA
All training/practice sessions	See schedule	See schedule
All meetings	With trainers, coaches, team when needed	TBD/TBA
All camps & competitions	To be provided	TBD/TBA

(Specific Requirement Schedule)

### 3. OTHER SPECIAL CONDITIONS

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- 3.1 You are required to have personal medical and dental insurance coverage. You may be required to lodge expense claims within fifteen (15) days upon... ***[Matters specific to the particular Athlete should be dealt with here. If there are no special conditions this clause can be deleted.]***

### 4. ADDRESSES FOR NOTICES

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Address for Notices to NMIVA:	Address for Notices to ATHLETE:
Contact Name: Laurie Peterka (President, NMIVA) Gabriel C. White (Vice Pres., NMIVA)	Contact Name:
Mailing Address: P.O. Box 502476 Saipan, MP 96950	Mailing Address
Website: <a href="http://www.nmivolleyball.org">www.nmivolleyball.org</a>	
Physical Address: Susupe, Saipan	Physical Address:
Mobile Number: (670) 483-7499 (670) 286-2424	Mobile Number:
Home Number: (670) 234-7219	Home Number:
Work Number: (670) 234-6548	Work Number:
Email: <a href="mailto:nmivolleyball@gmail.com">nmivolleyball@gmail.com</a>	Email:



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**5. EXECUTION**

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**SIGNED** for and on behalf of **NORTHERN MARIANA ISLANDS VOLLEYBALL ASSOCIATION (NMIVA)** by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Laurie Peterka/President

**Witness:**

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Occupation of witness

\_\_\_\_\_  
Address of witness

**SIGNED** by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full name of Athlete

**Witness:**

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Occupation of witness

\_\_\_\_\_  
Address of witness



## STANDARD TERMS AND CONDITIONS

### 1. ELIGIBILITY

- 1.1 **General Eligibility:** By signing this Contract You declare that, as at the date of this Contract, You meet, and You undertake that, for the Term of this Contract You will continue to meet, the following general eligibility requirements:
- (a) You are a resident of the Commonwealth of the Northern Mariana Islands (CNMI); and
  - (b) You are not currently disqualified or suspended under the Rules.
- 1.2 **Eligibility for Selection:**
- (a) Notwithstanding your appointment under this Contract You acknowledge that You may be required to meet the Selection Criteria in order to be selected to represent Us for a specific event or otherwise during the Term.
  - (b) You acknowledge that NMIVA may, in our absolute discretion, determine the Selection Criteria for any event or otherwise during the Term.
  - (c) You acknowledge that your entry into this Contract does not create an obligation on NMIVA to select You for any event or otherwise.

### 2. YOUR OBLIGATIONS

For the Term of the Contract You will meet the following obligations.

- 2.1 **Best Possible Condition:** You will be available to participate in the Sport to the best of your ability.
- 2.2 **Specific Requirements:** You will meet all Specific Requirements in accordance with the Specific Requirement Schedule set out in the Key Terms of this Contract.
- 2.3 **Disclose Change in Circumstance:** You will disclose to the NMIVA Selection Committee any change in circumstances, which could or will affect the declarations You made in clause 1.1 or which could or will affect your ability to meet your obligations under these Standard Terms and Conditions. Such disclosure should be made immediately upon You becoming aware of such changed circumstances. You acknowledge that NMIVA may terminate this Contract if any requirements under this Contract are not satisfied as a result of such change in circumstances.
- 2.4 **Olympic Charter:** You will comply with rule 41 of the Olympic Charter in that You will:
- (a) respect the spirit of fair play and non violence, and behave accordingly; and
  - (b) respect and comply in all respects with the World Anti-Doping Authority Code.
- 2.5 **Personal Conduct:** You will conduct yourself in a manner so as not to bring You, NMIVA or the Sport into public disrepute.
- 2.6 **Wear Uniform or Apparel:** You will wear any official uniform or other apparel supplied by NMIVA as reasonably required by NMIVA.
- 2.7 **Authorised Use of Equipment Only:** You will use any equipment supplied by NMIVA only when expressly authorised by NMIVA to do so, and at no other times.
- 2.8 **Not Bet:** You will not bet or accept, give or be involved in any way in any inducement or bribe in relation to your involvement in any event in which You are participating, while engaged by NMIVA.
- 2.9 **Comply with Requirements:** You will comply with the NMIVA constitution, by-laws, regulations, protocols, the Rules and the Policies and Procedures (as amended from time to time), if any.
- 2.10 **Our Reasonable Directions:** You will co-operate and comply with all reasonable directions given by NMIVA.
- 2.11 **Co-operate:** You will co-operate, to the greatest extent possible, with all other officials, coaches, athletes and persons affiliated with NMIVA.
- 2.12 **Retirement:** You will advise NMIVA in writing a reasonable time before publicly announcing your retirement from the Sport where applicable.
- 2.13 **Costs Due to Termination:** You agree to be liable for any expenses (including travel and accommodation related costs) incurred by NMIVA as a result of your termination of this Contract in accordance with clause 10 of this Contract or as a result of our termination of this Contract in accordance with clause 12.1 or 12.3 of this Contract.

### 3. NMIVA OBLIGATIONS

For the Term of the Contract NMIVA will meet the following obligations.

- 3.1 **Administrative Support:** Where reasonable, NMIVA will provide administrative support to You to support you to meet your obligations under this Contract.
- 3.2 **Access to Facilities:** We will provide You with access to NMIVA's facilities as considered appropriate by NMIVA.
- 3.3 **Uniforms etc:** We will make available to You uniforms, competition apparel, other items of clothing and equipment as considered appropriate by NMIVA.

### 4. MEDIA

- 4.1 **Organise Media Contact:** You acknowledge that NMIVA may organise, make and arrange any media contact or exposure on your behalf that NMIVA considers appropriate.
- 4.2 **Availability:** You will make yourself available for any media contact or exposure arranged by NMIVA and will be prepared to answer questions, make comments and participate in promotional activities at NMIVA's reasonable request. NMIVA will cover your pre-agreed travel and accommodation costs for media activities carried out at NMIVA's request in accordance with the Policies and Procedures or as otherwise agreed between the parties.
- 4.3 **Punctuality:** You will punctually attend engagements arranged by NMIVA including appearances in public, on radio or television and You will punctually attend public functions organised or supported by NMIVA, when reasonably requested to do so by NMIVA.
- 4.4 **No Public Criticism:** You will not comment, issue, authorise, offer or endorse any public criticism or statement having or designed to have a prejudicial effect on NMIVA or NMIVA's interests during the Term.
- 4.5 **Interviews:** You will not make any arrangements for exclusive media interviews, act as a journalist or in any other media capacity or give any interview for payment or other reward without NMIVA's prior written consent. NMIVA's consent will not be unreasonably withheld.
- 4.6 **Image:** You acknowledge that NMIVA may use your name, image and likeness in any format or media NMIVA considers appropriate (including print, television, video and internet) and in connection with any promotional campaigns and other public and media announcements.

### 5. DOPING

- 5.1 **Comply with Doping Requirements:** You will comply with all rules, regulations, by-laws, policies and codes of conduct relevant to You and relating to drugs and doping. Without limiting the foregoing, You will at all times comply with the World Anti-Doping Authority Code, and if any, the Commonwealth of the Northern Mariana Islands drug enforcement laws and any statutory provision which amends or replaces it, and all Regulations made under such laws.
- 5.2 **Right to Terminate:** If You are found guilty of an offence connected with doping NMIVA may, in addition to other rights NMIVA may have, terminate this Contract immediately.
- 5.3 **Obligation to Notify:** You must notify NMIVA of any doping case against You before You sign this Contract and must notify NMIVA immediately of any doping case involving You that arises during the Term.
- 5.4 **Make Public Name and Offence:** If You are found guilty of an offence connected with doping, NMIVA may, in addition to any other rights NMIVA may have, make public your name and the offence committed.
- 5.5 **Disclosure of Personal Information:** You acknowledge that NMIVA have the right to disclose to the World Anti-Doping Authority and any other relevant doping authority, any personal information in relation to You that concerns, or may concern, doping.



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## 6. MEDICAL

- 6.1 Injury or Illness:** You agree to inform NMIVA immediately of any injury or illness which may impact on your ability to perform your obligations under this Contract.
- 6.2 Testing:** You will undertake any physical or medical testing reasonably required by NMIVA.
- 6.3 Directions:** You agree to comply with all reasonable directions given by NMIVA or our nominee in relation to your fitness.

## 7. TRAVEL

- 7.1 Arranged by NMIVA:** NMIVA may organise and pay for your travel, travel insurance and accommodation from time to time. NMIVA will advise You of the times when, and the extent to which, NMIVA will do this on your behalf as and when the need arises.
- 7.2 Frequent Flyer Mileage/AirPoints:** Where You accumulate frequent flyer mileage/airpoints from travel paid for by NMIVA, whether national or international, NMIVA may require these frequent flyer mileage/airpoints to be credited towards future national or international travel by You under this Contract, or under subsequent versions of this Contract.
- 7.3 Passport/Visa:** You will ensure that your passport is current and that You have all relevant visas required by any country to which You will travel.
- 7.4 Personal Belongings:** You acknowledge, unless otherwise agreed between the parties, that You are responsible for the transportation of all your personal belongings under this Contract.

## 8. LIMITATION OF LIABILITY

- 8.1 The NF:** (National Federation) For the purposes of this clause, the term "the NF" includes our management team, our other officials and employees engaged by NMIVA, coaches, medical practitioners, sport scientists and therapists engaged by NMIVA, any independent contractor from time to time engaged by NMIVA or any voluntary worker carrying out duties for NMIVA.
- 8.2 Limitation of Liability:** You accept that the NF will not be liable for:
- (a) any loss, damage, cost, expense or injury of any kind arising directly or indirectly from any act, neglect or fault (whether negligent or otherwise) on the part of the NF and connected with your obligations under this Contract unless it arises as a direct result of a deliberate and wrongful act or omission by the NF; or
  - (b) any medical testing or treatment conducted on You, or any disciplinary or other action ordered or taken against You by the NF.

## 9. INDEMNITY

- 9.1 Indemnity:** You agree to indemnify NMIVA against:
- (a) any claim, suit, actions or proceeding brought against NMIVA as a result of a breach of this Contract by You; and
  - (b) any liability incurred by NMIVA for the deduction or payment of tax in connection with payments made by NMIVA to You pursuant to this Contract, including the costs of collection of such tax and any other incidental costs expenses penalties or claims. We will be entitled to offset any such claim from any payments to You in the event that NMIVA are assessed for any such tax.
- 9.2 Costs:** You will pay all costs (on a solicitor client basis) incurred by NMIVA in enforcing this Contract.

## 10. YOUR RIGHT TO END CONTRACT

You may terminate this Contract on giving NMIVA not less than 14 days' prior written notice. In such event clause 12.4 will apply.

## 11. DISPUTE RESOLUTION

- 11.1 Discussions Between Parties:** You will meet with NMIVA and discuss in good faith any dispute arising out of this Contract.
- 11.2 Mediation:** If the discussions referred to in clause 11.1 fail to resolve the dispute, either party may (by written notice to the other party) require that the dispute be submitted for mediation by a single mediator nominated by the President for the time being of the CNMI Bar Association. In the event of any submission to mediation:
- (a) the mediator will not be acting as an expert or as an arbitrator;
  - (b) the mediator will determine the procedure and timetable for the mediation; and
  - (c) the parties will share equally the cost of the mediation.
- 11.3 Legal Proceedings:** Neither party may issue any legal proceedings (other than for urgent interlocutory relief) relating to any dispute, unless that party has first taken all reasonable steps to comply with clauses 11.1 and 11.2.

## 12. DEFAULT/TERMINATION

- 12.1 Breach:** You agree that NMIVA may, without prejudice to any other rights or remedies NMIVA may have, elect to terminate this Contract by giving notice to You in writing where You have committed a breach of this Contract and You have failed to remedy such breach within 3 working days of receiving such notice from NMIVA.
- 12.2 Other Consequences:** You agree that if You breach any provision of this Contract, NMIVA may, in addition to any other rights or remedies NMIVA may have, on giving written notice to You:
- (a) caution or reprimand You;
  - (b) suspend You from participating, whether nationally or internationally;
  - (c) withdraw You from participating, whether nationally or internationally; and/or
  - (d) impose any fine or other penalty or sanction on You, provided this is done in accordance with the Policies and Procedures and/or the Rules.
- 12.3 Material Breach:** You agree that NMIVA may, without prejudice to any other rights or remedies NMIVA have, terminate this Contract immediately by notice in writing to You, if You have committed a material breach of this Contract. For the purposes of this clause 12.3 a breach of clauses 1.1, 2.2, 2.3, 2.4, 2.5, 2.8, 2.9, 4.4, or 5.1 will be deemed to be a material breach.
- 12.4 Consequences of Termination:** On termination of this Contract for any reason:
- (a) the termination will be without prejudice to either party's rights and remedies in respect of any breach of this Contract by the other party, where the breach occurred before the termination of this Contract; and
  - (b) termination will not relieve either party from any obligation which is intended to survive termination.

## 13. APPEALS

- 13.1 Policies and Procedures:** You can appeal a decision made under clause 12.2 above, in accordance with the Policies and Procedures or, if there are no applicable Policies and Procedures, then in accordance with clause 11 of these Standard Terms and Conditions.
- 13.2 Date of Alleged Breach:** You acknowledge that the Policies and Procedures may change over time and accordingly You agree to be bound by the Policies and Procedures current as at the date of the alleged breach.



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## 14. CONFIDENTIAL INFORMATION

You will maintain as confidential at all times, and will not, at any time, directly or indirectly disclose or permit to be disclosed to any person or use for yourself or use to the detriment of NMIVA, any Confidential Information except:

- (a) as required by law;
- (b) as is already or becomes public knowledge, otherwise than as a result of a breach by You disclosing or using that Confidential Information, of any provision of this Contract;
- (c) as authorised in writing by NMIVA; or
- (d) to the extent reasonably required by this Contract (and, without limiting the effect of this clause, You may disclose Confidential Information only to those of your professional advisers, on a "need to know" basis, as is reasonably required for the implementation of this Contract).

## 15. INTELLECTUAL PROPERTY

You acknowledge that NMIVA own the Intellectual Property and agree that You do not by this Contract and will not otherwise have or acquire any ownership in the Intellectual Property.

## 16. PRIVACY

**16.1 Personal Information:** You acknowledge that NMIVA will need to collect personal information from You, including contact details, performance results, sponsorship details and health related information. You acknowledge that You have rights of access to, and correction of, this information.

**16.2 Consent:** You consent to NMIVA collecting and storing indefinitely your personal information for the purposes set out in this Contract which include:

- (a) enabling NMIVA to meet NMIVA's obligations under this Contract;
- (b) determining whether You are meeting, or able to meet, and ensuring NMIVA are supporting you to meet, your obligations under this Contract;
- (c) enabling NMIVA to contact You;
- (d) facilitating the promotion of the Sport; and
- (e) facilitating the promotion of NMIVA.

You also consent to NMIVA passing on such information to NMIVA's sponsors, the Northern Marianas Amateur Sports Association (NMASA), and other bodies to which we are affiliated for the purposes set out above where applicable.

**16.3 Health Information:** Except as provided in clause 5 of these Standard Terms and Conditions, personal information in relation to your health will only be collected, held and used by NMIVA for the purposes of assessing your ability to meet, and enabling NMIVA to support You to meet, your obligations under this Contract and will not be passed on to third parties unless We are required by law to do so or have obtained your prior express consent.

## 17. NOT EMPLOYEE

**17.1 Not an Employee:** You acknowledge that You are not appointed as an employee under this Contract.

**17.2 No Claim as Employee:** You agree that at no stage either during or subsequent to the termination of this Contract will You claim that You are or were a NMIVA employee.

**17.3 Acknowledgment of Advice:** You acknowledge that You have had an opportunity to seek advice about this Contract and intend this arrangement to be that of independent contractor.

## 18. YOUR LIABILITIES AS AN INDEPENDENT CONTRACTOR

**18.1 Goods and Services Tax:** If you are registered for GST, You will provide NMIVA with your GST number.

**18.2 Insurances:** Except to the extent otherwise agreed, You will arrange and be liable for any medical and other insurances including vehicle and third party insurance.

**18.3 Payment of Fines:** You are responsible for the payment of any fine for failure to comply with any statute or regulation.

## 19. HEALTH AND SAFETY

You agree to comply with all of our health and safety rules, policies or procedures. In the event that You fail to comply with NMIVA's health and safety rules, policies or procedures, warnings may be given to You and/or this Contract may be terminated.

## 20. GENERAL

**20.1 Notices:** All notices and other communications required under this Contract must be in writing and delivered personally or sent by facsimile transmission to the address or facsimile numbers agreed between and notified to the parties.

**20.2 Force Majeure:** If a party is unable to perform its obligations under this Contract by reason of riot, fire, storm, Act of God, operation of law or other cause beyond the reasonable control of that party, that party will be released from its obligations under this Contract for the period of and to the extent affected by that cause. Nothing in this section shall excuse the payment of any money due or which becomes due under this Contract where the obligation to pay arose before the occurrence of the event of force majeure.

**20.3 Waiver:** No waiver of any default or potential default on any one occasion will constitute a waiver of any subsequent or other default or potential default, and no single or partial exercise of any such right, power or privilege will preclude the further or full exercise thereof.

**20.4 Entire Contract:** This Contract constitutes the entire Contract between the parties with respect to the matters dealt with in this Contract, and supersedes all or any prior oral or written understandings, representations or commitments of any kind. This Contract may only be varied in writing signed on behalf of both parties.

**20.5 Severability:** Should any part of this Contract be held invalid, the remainder of this Contract will continue in force and effect as if the invalid provision had been deleted, provided however that NMIVA may negotiate a valid and enforceable provision in replacement of the invalid provision.

**20.6 Governing Law:** This Contract and the rights and obligations of You and NMIVA under it and any dispute in connection with it, shall be governed by and construed in all respects in accordance with the laws of the Commonwealth of the Northern Mariana Islands and the United States of America.

## 21. DEFINITIONS AND INTERPRETATION

**21.1 Definitions:** In this Contract, unless the context indicates otherwise:

**Confidential Information** means any information (in any form, written, electronic or otherwise):

- (a) relating to the terms of this Contract;
- (b) disclosed to You by NMIVA on the express basis that such information is confidential; or
- (c) which might reasonably be expected to be confidential in nature, provided that, where information relates exclusively to NMIVA, nothing in this Contract will require NMIVAs to maintain confidentiality in respect of that information;

**Contract** means this contract, including these Standard Terms and Conditions, the Key Terms and any Schedules to this contract.

**Intellectual Property** means all trademarks, patents, copyright, domain names, design rights, rights in inventions, know-how, trade secrets, confidential information and all other intellectual property rights of a similar or corresponding nature relating to NMIVA;

**Policies and Procedures** means our policies and procedures as provided at Schedule A of this Contract or as otherwise advised by NMIVA from time to time;



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**Rules** means NMIVA's rules as applicable from time to time;

**Selection Criteria** means the selection criteria outlined in Schedule B of this Contract or any other selection criteria as advised by NMIVA from time to time;

**Sport** means the sport or sports administered by NMIVA in the Commonwealth of the Northern Mariana Islands;

**Term** means the term specified in clause 1 of the Key Terms.

### 21.2 Interpretation: In this Contract, unless the context indicates otherwise:

- (a) **Defined Expressions:** expressions defined in the Key Terms and Standard Terms and Conditions of this Contract have the defined meaning throughout this Contract;
- (b) **Headings:** section, clause and other headings are for ease of reference only and will not affect this Contract's interpretation;
- (c) **Parties:**
  - (i) references to any **party** include that party's executors, administrators, successors and permitted assigns;
  - (ii) **references to NMIVA are references to the Northern Mariana Islands Volleyball Association, its Board of Directors, Officers, Agents ...**
  - (iii) references to **You, your** and **yourself** are references to the Athlete;
- (d) **Persons:** references to a **person** include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (e) **Precedence of Documents:** in the event of any inconsistency between any of the following, they will have precedence in the descending order of priority set out below:
  - (i) the Key Terms;
  - (ii) the Schedules attached (if any); and
  - (iii) these Standard Terms and Conditions;
- (f) **Plural and Singular:** references to the singular include the plural and vice versa;
- (g) **Clauses:** references to clauses are to clauses in this Contract;
- (h) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in the Commonwealth of the Northern Mariana Islands and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- (i) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (j) **Inclusive Expressions:** the term **includes** or **including** (or any similar expression) is deemed to be followed by the words **without limitation**; and
- (k) **Documents:** references to any document (however described) are references to that document as modified, notated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.