

**UNIVERSITY OF GUAM**  
**UNIBETSIDAT GUAHAN**  
UOG Station  
Mangilao, Guam 96923

\_\_\_\_\_  
Date

The University of Guam (UOG) hereby enters into an Agreement with \_\_\_\_\_ (Contractor), in accordance with the Guam Procurement Act and the University's Procurement Manual.

1. **SCOPE OF WORK AND TERM OF AGREEMENT:** Contractor agrees to perform the following: *[Please state specific duties.]*  
\_\_\_\_\_  
beginning \_\_\_\_\_ and ending \_\_\_\_\_.
2. **COMPENSATION AND PAYMENT OF INVOICES:** In consideration, UOG will pay Contractor \$ \_\_\_\_\_ in the following manner: *[Note: UOG Procurement Reg. 1.6 prohibits advance payment unless required by off-island vendors. Supporting justification for advance payment must be attached and cleared as soon as possible.]*  
\_\_\_\_\_. The University's standard payment terms are as follows, unless otherwise stated herein: payment of invoices will be made within 30 days following approval by the University. No interest shall be paid on late payments.
3. **INDEPENDENT CONTRACTOR:** For purposes of this Agreement, Contractor is an independent contractor and not an agent, employee or alter ego of UOG. Contractor is not entitled to the rights, privileges or benefits that UOG provides for its employees.
4. **EFFECTIVE DATE OF AGREEMENT:** No work shall be started outside of the project period or until the contract has been approved by the UOG President or his/her designee (as specified in the University's delegation of authorities), whichever occurs first. In all cases the contract must be signed by the President or his/her designee. The Contractor will be evaluated by \_\_\_\_\_. Final approval will be given by \_\_\_\_\_. *[Note: Should be different persons.]* The Contractor agrees that no payment is due from UOG until Contractor's work has been approved by the proper party(ies).
5. **INDEMNITY:** The Contractor agrees to indemnify, hold harmless from and defend UOG against any all claims of damage, injuries, and death arising from negligent acts or omissions in the performance of this Agreement or from any alleged failure on the part of Contractor to honor Contractor's obligations.
6. **CHANGES:** UOG may at any time, by written order make any change in the services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing the work under this Agreement, or in the time required for this performance, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly.
7. **COMPLIANCE WITH U.S. DEPARTMENT OF LABOR (DOL) WAGE DETERMINATION:** In accordance with 5 GCA §§ 5801 and 5802, as may be applicable, Contractor certifies that any of its employees whose purpose, in whole or in part, is the direct delivery of service contracted by the University shall be paid in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the University, including health and other similar benefits as detailed in the Wage Determination issued and promulgated by the US. Department of Labor.
8. **FEDERAL PROVISIONS:** If federal grant funds are expended under this Agreement, Contractor shall comply with all applicable provisions.
9. **GENERAL COMPLIANCE WITH LAWS:** Contractor agrees to comply with applicable provisions of all federal and local laws and all orders, rules, and regulations promulgated thereunder and to require all persons retained in conjunction with the performance of this Agreement to do likewise. Such compliance shall be a material obligation of this Agreement.
10. **INSURANCE:** Contractor is responsible for securing all employee-related coverage for Contractor and Contractor's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.
11. **EMPLOYMENT PROHIBITION:** Under P.L. 28-24, as amended by P.L. 28-98, Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of 9 Guam Code Annotated Chapter 25 or of an offense defined in 9 GCA Chapter 28, Article 2, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of Contractor while on UOG property. Contractor agrees to act in accordance with the further provisions of the above laws.
12. **TOBACCO FREE CAMPUS:** In accordance with Board Resolution 06-04, UOG is a tobacco-free campus and has a total ban on the sale, distribution and use of tobacco and tobacco-based products. Contractor, subcontractor(s) and agent(s) of contractor agree to abide by this policy while on the UOG campus, in support of a healthy University environment.
13. **FORCE MAJEURE:** Neither party hereto shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, strikes, epidemics, war,

riots and/or any other cause beyond the reasonable control of the party whose performance is affected. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

- 14. **NO GRATUITIES, KICKBACKS, AND/OR FAVORS:** The Contractor acknowledges that it has not and will not violate the prohibition against gratuities, kickbacks and/or favors set forth (Gratuities and Kickbacks) in 5 GCA, Chapter 5, Article 11, Ethics in Public Contracting **and** Section 11.7 (Gratuities and Kickbacks and Favors) of the UOG Procurement Manual.
- 15. **CONTINGENT FEES:** The Contractor affirms that it has not retained any person or agency on a percentage, commission, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- 16. **ETHICAL STANDARDS:** The Contractor affirms that it has not knowingly influenced and/or promised or influenced any government employee to breach any of the ethical standards set forth in 5 GCA, Chapter 5, Article 11, and in Chapter 11 (Ethics in Public Contracting) of the UOG Procurement Manual.
- 17. **NO DISCRIMINATION:** The Contractor warrants that neither in the delivery of the services nor in its employment practices will Contractor discriminate against any and all individual(s), on the basis of race, color, creed, national origin, sex, age (except as permitted by law), disability, citizenship status (except as permitted by law) and that it will comply in every respect with all provisions of federal and territorial law regarding this obligation.
- 18. **DISPUTES:** All controversies between UOG and the Contractor which arise under or by virtue of this Agreement and which are not resolved by mutual agreement shall be governed in accordance with UOG Procurement Regulation 9.4.6.1.
- 19. **DEFAULT, REMEDIES & TERMINATION:** Default occurs by (1) the failure of either party to perform as specifically described in the Agreement; (2) non-payment for services rendered, as described in the Agreement; (3) a unilateral change in contract terms not agreed to in writing by both parties; (4) court order. A non-defaulting party shall have the remedies afforded by law and in equity and shall have the right to terminate this Agreement. Notwithstanding, either party may terminate this Agreement by providing thirty (30) days' written notice to the other. Should UOG terminate this contract, Contractor will be paid the reasonable value for services performed that are acceptable to UOG.
- 20. **GOVERNING LAW:** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam.
- 21. **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements, written or oral, between the parties and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof.
- 22. **SEVERABILITY:** If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the Agreement and the Agreement shall be enforced according to its valid and subsisting terms and provisions.

**NOTE:** Contractors are required to provide either Social Security numbers (SSNs), Employer Identification numbers (EINs), or Tax Identification Numbers (TINs) for internal verification, administrative and tax purposes. Further, foreign contractors may be required to complete Internal Revenue Service (IRS) Tax Form W-8BEN for tax purposes. Failure to provide this information may result in a contractor's additional tax liability. Contact the Business Office for further information.

**CONTRACTOR:**

\_\_\_\_\_ Date  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Guam Business License #: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_  
SSN: \_\_\_\_\_  
EIN: \_\_\_\_\_  
TIN: \_\_\_\_\_  
**Certified Funds Available:**  
Certifying Officer: \_\_\_\_\_  
\_\_\_\_\_ Date  
Job Order Number/Account Number: \_\_\_\_\_  
\_\_\_\_\_

**UNIVERSITY OF GUAM:**

\_\_\_\_\_ Date  
Dr. Robert A. Underwood  
President  
**Approved:**  
\_\_\_\_\_  
Victorina M.Y. Renacia Date  
Legal Counsel  
\_\_\_\_\_  
Anita B. Enriquez Date  
Acting SVP, ASA