



RESEARCH CORPORATION OF THE UNIVERSITY OF GUAM

RCUOG Station Mangilao, Guam 96923

Date

The Research Corporation of the University of Guam (RCUOG) hereby enters into an Agreement with _____ (Contractor), in accordance with the Guam Procurement Act and the RCUOG'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, RCUOG will pay Contractor \$_____ in the following manner: [Note: RCUOG 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 RCUOG's standard payment terms are as follows, unless otherwise stated herein: payment of invoices will be made within 30 days following approval by the RCUOG. 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 RCUOG. Contractor is not entitled to the rights, privileges or benefits that RCUOG 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 RCUOG President or his/her designee (as specified RCUOG'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 _____. The Contractor agrees that no payment is due from RCUOG until Contractor's work has been approved by the proper party(ies).

5. CHANGES: RCUOG 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.

6. PAYMENT OF TAXES, PROCUREMENT OF LICENSES AND PERMITS: The Contractor shall pay all taxes required by law in connection with work specified in this Agreement and shall secure all licenses and permits necessary for completion of the work, paying the fees therefore.

A nonresident person without a valid Guam business license residing outside of Guam shall be subject to a withholding assessment, the equivalent of the Guam Business Privilege Tax, which shall be the prevailing percentage as set by law of the total value of a contract awarded by all government of Guam contracts for professional services as a cost of doing business with the government of Guam.

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. Should any contract contain a renewal clause, then at the time of renewal the Wage Determination on a date most recent to the renewal date shall apply. The Wage Determination is attached herewith and shall be deemed a part of the Agreement.
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 RCUOG 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, RCUOG 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 RCUOG 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 RCUOG 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 RCUOG 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:** Controversies between RCUOG 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 RCUOG Procurement Regulation 9.4.6.1.

For money owed by or to RCUOG under this Agreement, the Contractor may appeal the decision of the RCUOG in accordance with the Government Claims Act (5 GCA Chapter 6). For all other claims by or against the RCUOG arising under this Agreement, the Office of the Public Auditor (OPA) has jurisdiction over the appeal from the decision of the University. Appeals to the OPA must be made within sixty days of the RCUOG's decision or from the date the decision should have been made.
19. **CLAIMS AGAINST UNIVERSITY:** The Contractor expressly recognizes that the Government Claims Act applies with respect only to claims of money owed by or to the Contractor against the University if the claim arises out of or in connection with this Agreement. The Contractor also expressly recognizes that all other claims by the Contractor against the RCUOG are subject to the Guam Procurement Law (5 GCA Chapter 5).
20. **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 RCUOG terminate this contract, Contractor will be paid the reasonable value for services performed that are acceptable to RCUOG.
21. **TERMINATION FOR FINANCIAL EXIGENCY:** The RCUOG shall have the right to terminate this Agreement for financial exigency by giving the Contractor at least thirty (30) days prior written notice. For purposes of this provision, a financial exigency shall be a determination made by the President of the

RCUOG based on the Guam Legislature's failure to fund this contract *or in the event the Federal Granting Agency fails to fund the University for this program*. If notice of such termination is so given, this Agreement shall terminate on the expiration of the time period specified in the notice, and the liability of the parties hereunder for further performance of the terms of this Agreement shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.

- 22. 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.
- 23. 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.
- 24. 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:

RESEARCH CORPORATION UNIVERSITY OF GUAM:

Date
Address: _____

[Insert Name of Appointing Authority] Date

Guam Business License #: _____
Expiration Date: _____
SSN: _____
EIN: _____
TIN: _____

Approved:

- Victorina M.Y. Renacia Date
Legal Counsel

Certified Funds Available:
Certifying Officer:

- _____
Date
Job Order Number/Account Number:

[Insert Name of Appointing Authority] Date