

REPUBLIC OF PALAU

CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR  
(NON-CONSTRUCTION AND NON-EMPLOYMENT STATUS)

Contract No.: \_\_\_\_\_  
(Assigned by AG)

Procurement No. \_\_\_\_\_  
(Bid or Proposal No.)

This Contract is entered into between (name and address) \_\_\_\_\_

\_\_\_\_\_ (hereinafter "Contractor") and the Republic of Palau, P.O. Box 100, Koror, Palau 96940 (hereinafter "Government").

1. Enforceability. This Contract is enforceable only if Contractor's signature is made later in time than the signatures of all authorized Government officials. The authorized Government officials are the Procurement Officer of the Republic of Palau, the Attorney General of the Republic of Palau and the Director, Bureau of Program, Budget and Management of the Republic of Palau.

2. Term. Unless otherwise specified, the term of this Contract begins on the date of signing by Contractor and terminates on \_\_\_\_\_.

3. Ethical Standards. Contractor understands and agrees to abide by the following ethical standards:

(a) Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

(b) Gratuities. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof.

4. Records and Audits. Contractor shall maintain all records relating to the performance of this Contract for three years from the date of final payment by Government. Contractor acknowledges the right of Government and the public Auditor of the Republic of Palau to have access to and examine and copy any records, data, or papers of Contractor and any subcontractor or sub-grantee, relevant to the Contract or grant for a period of three years after final payment by Government.

5. Taxes and Licenses. Contractor shall obtain the necessary business license(s) and pay all taxes and fees required or lawfully imposed by the Republic of Palau. Government has the right to deduct a 4% business gross revenues tax from each payment made to Contractor. Notwithstanding any other provision of this Contract, Government may reasonably delay tender of any payment otherwise due under this Contract until Government is satisfied that Contractor has complied with all applicable business and tax laws.

6. Services. Contractor shall perform the following services:

\_\_\_\_\_  
\_\_\_\_\_. (Describe the service to be performed in general terms.)

7. Incorporation of Additional Terms. The parties shall comply with the terms and conditions specified in the following document(s) which are attached and hereby incorporated herein:

\_\_\_\_\_

8. Total Obligation. Government shall be obligated to pay Contractor a total of \$\_\_\_\_\_ for satisfactory performance under this Contract. Said amount constitutes full and complete payment for the services provided under this Contract and for all expenditures incurred by contractor in the performance of this contract.

9. Prior Certification. No payments shall be made to Contractor without written certification from \_\_\_\_\_ that Contractor has performed satisfactorily and/or that other conditions precedent to payment have been met.

10. Payment Schedule. Upon certification as provided in paragraph 9, the contract price in paragraph 8 is payable as follows:

\_\_\_\_\_

(Indicate payment in full at satisfactory completion of the entire contract or specify terms of progress payments.)

11. Materials and Equipment. Materials and equipment necessary for performance under this Contract are to be provided as follows:

(a) \_\_\_\_\_ By \_\_\_\_\_ Government

(b) \_\_\_\_\_ By \_\_\_\_\_ Contractor

12. Work Products. The following work products shall be the property of Government:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Hiring Restriction. Contractor shall not hire an Employee of Government who has participated directly or indirectly in the procurement process for this Contract for at least one year after the award of the Contract.

14. Cancellation. In the event that Contractor fails to commence the services on or about the date at the beginning of this Contract, or, if having commenced work, Contractor abandons the work or fails to complete the work to the satisfaction of Government, this Contract may be canceled by Government. If this Contract is canceled by Government pursuant to this paragraph, Government shall be liable only for the reasonable value of the work completed and/or materials delivered, if any.

15. Changes. Any and all changes in this Contract including assignment, subcontracting and transfer of this Contract shall be in writing and signed by all parties. Changes obligating Government funds exceeding the contract price in paragraph 8 are void unless certified by Government's Director, Bureau of Budget Program and Management.

16. Choice of Law. The law of the Republic of Palau shall govern the interpretation and performance of this Contract.

17. Venue. Any action at law, suit in equity or judicial proceeding for the enforcement of this Contract or any provisions thereof against Government shall be instituted only in the courts of the Republic of Palau.

18. Termination. This Contract may be terminated by delivery of written notice to all parties at least \_\_\_\_\_ days prior to the effective date of the termination.

19. Government Obligations Contingent Upon Appropriations. All obligations of Government under this contract shall be contingent upon the appropriation of funds for this contract during applicable fiscal year(s). Government shall not be liable for any obligations under this contract for which funds are not appropriated. At this time, no funds have been appropriated for this contract after the fiscal year ending \_\_\_\_\_. Contractor and Government expressly agree that Contractor cannot reasonably rely upon Government's performance of this contract after \_\_\_\_\_. This section shall not apply to contracts being paid solely from funding which is non-lapsing at the end of the current fiscal year.

20. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This Contract shall supersede and merge all previous communications, representations, or agreements, either verbal or written, between the parties hereto in respect to the subject matter of this Contract.

**IN WITNESS WHEREOF**, the parties have executed this Contract.

**REPUBLIC OF PALAU**

Date: \_\_\_\_\_

\_\_\_\_\_  
Appropriate Management Official  
(Requesting Official)

Date: \_\_\_\_\_

\_\_\_\_\_  
Procurement Officer

**Form and legality certified:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Attorney General

**Certification of Availability and Type of Funds:**

Charge to Account: \_\_\_\_\_

Lapsing

Non-Lapsing

Date: \_\_\_\_\_

\_\_\_\_\_  
Director, Bureau of Budget and Planning

**Contractor**

Date: \_\_\_\_\_

\_\_\_\_\_