PSG Contract No:_____

STATE OF POHNPEI

PERSONNEL CONTRACT SERVICES

Non-Employment Status

THIS CONTRACT (hereinafter "Contract") is entered into as of the date of execution hereof by and between the POHNPEI STATE GOVERNMENT (hereinafter "Government"), whose address is P. O. Box _____Kolonia, Pohnpei, Federated States of Micronesia 96941, and _____ (hereinafter "Contactor"), whose
[Name of Contractor]
address is _____.

RECITALS

Government desires the services of a qualified Contractor in the area of

_____.
[Position/Title]

Contractor desires to perform the hereinafter-described services for Government under the terms and conditions set forth in this Contract.

WITNESSETH

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations herein set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Government and Contractor do hereby agree as follows:

1. SCOPE OF SERVICES

The Contractor is expected to perform the following tasks:

A.

2. DURATION

A. The time of performance under this Contract shall commence on _____shall continue through to_____
[Commencement Date] [Termination Date]

B. The Government may terminate the Contract by giving not less than thirty (30) day written notice to the Contractor.

C. Upon termination of Contract or giving notice thereof, the Contractor shall take immediate steps to bring this Service to a close in a prompt and orderly manner and to maintain expenditures at a minimum during that period.

3. COST AND TERMS OF PAYMENT

A. Government shall pay to Contractor the sum of _____ in consideration of Contractor's services to be performed pursuant to this Contract.

B. Said sum shall be paid as follows:

(1) Biweekly in equal installments of **$**_____.
(2) "Contractor is an independent contractor and not an agent or employee of the State, hence, exempted from the Pohnpei State Public Service System Act. However, Pohnpei State Government shall deduct from the amounts payable to Contractor all required tax withholdings in accordance with national and state tax laws and regulations."
(3)The Government does not provide healthcare insurance. In interested, Contractor may provide healthcare insurance on his/her own.

4. Travel Benefits: **N/A.**

5. Contractor warrants that it has not made and will not make payments or remuneration of any kind to any person, agency, or entity to secure this Contract.

6. In addition, the parties agree to the following terms and conditions: Contractor agrees to perform the services hereunder to the reasonable satisfaction of Government prior to payments hereunder.

7. In the event that Contractor fails to commence the services in a timely fashion, or, if having commenced work, the Contractor abandons the work or fails to perform the work to the reasonable satisfaction of Government, then the Government reserves the right to immediately cancel this Contact and the Government will be liable only for the reasonable value of the completed work, if any.

8. If the Government has advanced an amount in excess of its liability hereunder, Contractor shall promptly repay the excess to the Government or the Government may withhold the excess from compensation otherwise due the Contractor under this Contract.

9. OTHER TERMS AND CONDITIONS.

A. During the Term of Contract, Contractor shall devote his/her time and attention to

the performance of the Services and shall at all time act with due diligence and efficiency and in accordance with this Contract. Contractor shall at all times cooperate with the Government, its employees and agents. After the termination of the engagement he shall continue to cooperate with the Government to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by him.

B. At all times the Contractor shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Services without the prior approval of the Government.

C. Except with the prior consent of the Government and the Contractor shall nor divulge nor cause or permit his employees, agents and sub-contractors to divulge to unauthorized persons nor use for his or their own purposes any information relating to the Services.

D. The Contractor shall have no authority to commit the in any way whatsoever, and shall make this clear as circumstances warrant.

E. All reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Contractor while performing the Services shall be the property of the Government and upon termination of the engagement shall be disposed of as the.

10. COMPLIANCE WITH LAW. In connection with this Contract, Contractor shall comply with all laws, rules and regulations, as applicable, of the Federated States of Micronesia and the State of Pohnpei.

11. RELATIONSHIP OF THE PARTIES: The parties intend and hereby expressly agree that an Independent Contractor-Employer relationship is created by this Contract. Contractor is not an agent, employee, or alter ego of Government for any purpose, and Contactor is not entitled to the rights, privileges or benefits that Government provides for Government employees. Contractor is solely and entirely responsible for Contractor's acts during the performance of this Contract.

12. LIABILITY. Contractor agrees to indemnify, hold harmless, and defend Government, its agents, employees, officers, directors, and personnel of any other nature, for/from any

and all claims, losses, damages, injuries, death and for liabilities arising in any way out of Contractor performance of this Contract.

13. ENFORCEMENT FEES AND COSTS. Either party hereto shall have the right to recover any and all damages resulting from or attributable to a breach hereof by the other party. In any action brought to enforce the provisions of this Contract, the prevailing party shall be entitled to recover all costs and expense related to such action, including reasonable attorney's fees and court fees.

14. APPLICABLE LAW. This Contract shall be interpreted and enforced in accordance with the laws of the State of Pohnpei.

15. SUBCONTRACTOR. Contractor shall not subcontract any portion of this Contract without the prior written consent of Government

16. ASSIGNMENT. Neither this Contract, not any obligation, duty, right or responsibility created hereby may be assigned except upon prior written approval of both parties hereto, and any attempted assignment without such approval shall be null and void and without effect to either at law or equity.

17. WAIVER OF BREACH. A waiver by either party of any breach of this Contract shall not operate as a waiver of any subsequent breach hereof.

18. ORIGINALS, AMENDMENTS. This Contract may be executed in more than one original and each such original shall be as effective as all others. This Contract may not be amended or otherwise modified except by written agreement executed by both parties hereto. A modification or amendment to any original, such modification or amendment having been executed by both parties hereto, shall be equally effective as to all originals whether or not such originals have been so modified or amended.

19. SEVERABILITY. In the event any part or portion of this Contract shall be found to be unenforceable then such part or portion shall be severed from the remainder hereof as if never a part hereof, and the remainder of this Contract shall remain in full force and effect, unaffected hereby.

20. ENTIRE AGREEMENT. This instrument contains the entire agreement by the parties relating to the subject matter hereof, and any other agreement or understanding

relating hereto, whether oral or written, is superseded hereby.

IN WITNESS WHEREOF, the parties have executed this Contract as follows:

Allottee/Contracting Officer **Date:**	**Approved as to form** **Attorney General** **Date:**
Budget Certification **Budget Officer** **Date:**	**Fund Certification** **Chief of Finance & Property Accountability** **Date:**
PSG Department of Treasury & Administration **Director** **Date:**	**Contractor** **Date:**