

AGREEMENT FOR STUDIES AND  
PROFESSIONAL SERVICES IN CONNECTION  
WITH THE CONSTITUTIONAL CONVENTION  
OF THE NORTHERN MARIANA ISLANDS

THIS AGREEMENT is made and entered into as of the 15<sup>th</sup> day of JULY, 1976, by and between the Office of Transition Studies and Planning ("OTSP") and the law firm of Wilmer, Cutler and Pickering, Washington, D. C. ("WC&P").

WITNESSETH that:

WHEREAS, the Covenant to Establish a Commonwealth of the Northern Mariana Islands in Political Union with the United States of America ("Covenant") was approved by Congress and signed by the President as Public Law 94-241 on March 24, 1976;

WHEREAS, Article II of the Covenant authorizes the people of the Northern Mariana Islands to formulate and approve a Constitution pursuant to the provisions of Article II and a Constitutional Convention for this purpose is scheduled to be held during 1976;

WHEREAS, OTSP has been charged with the responsibility by the United States-Marianas Joint Commission for arranging for the necessary studies and professional services in connection with the Constitutional Convention;

WHEREAS, OTSP has determined that WC&P possesses the requisite experience, expertise and qualifications to provide these studies and professional services and has, accordingly, selected WC&P to provide such studies and services; and

WHEREAS, the parties have met and negotiated the terms and provisions of this Agreement;

NOW, THEREFORE, the parties do mutually agree that WC&P will provide the services described below and OTSP will compensate WC&P in accord with the provisions of this Agreement.

## ARTICLE I: SCOPE OF WORK

A) Briefing Papers: WC&P will prepare briefing papers in advance of the Convention for use by the delegates. Such briefing papers will deal with those subjects which WC&P believes should be considered by the delegates in drafting a proposed Constitution, such as the Executive Branch, the Legislative Branch, Judiciary, Local Government, Bill of Rights, Suffrage and Elections, Taxation and Public Debt, Amendment Process, Land Alienation, Public Lands and other Natural Resources, Civil Service, and Schedule and Transitional Problems. In preparing these briefing papers, WC&P undertakes to review the provisions of selected State and other constitutions and to review the relevant literature on each subject. Such papers shall be made available to the delegates to the Convention no later than ten (10) days before the beginning of the Convention.

B) Professional Services: WC&P will provide the following professional services in connection with the Convention:

1) Advise the Pre-Convention Committee and the Convention regarding its organization, rules of procedures, and the orderly conduct of the Convention; and

2) Provide professional support during the Convention as required under the supervision of a partner of WC&P, including the preparation of supplemental research memoranda, substantive advice regarding the deliberations of the Convention, and drafting services. Such professional services shall be responsive to the needs of the Convention as determined by the President of the Convention and/or OTSP.

## ARTICLE II: PROJECT PERSONNEL

WC&P undertakes to provide the necessary number of qualified legal and other personnel under the supervision of Howard R. Willens, a partner of WC&P, to fulfill its responsibilities under this Agreement.

## ARTICLE III: DURATION OF THE AGREEMENT

The duration of this Agreement shall be from the date of execution

hereof to the end of the first Constitutional Convention convened pursuant to legislation enacted by the Northern Mariana Islands District Legislature.

ARTICLE IV: COMPENSATION

The parties agree to the following terms for compensation of WC&P for providing the services described in Article II:

A) WC&P will bill OTSP on a monthly basis at its normal hourly charges for the work performed by WC&P personnel, for the retention of consultants, and the travel and per diem expenses incurred by WC&P. Such monthly statements will identify the lawyers and others working on the project as well as the consultant fees and other expenses incurred by WC&P.

B) OTSP undertakes to pay WC&P within thirty (30) days after receipt of the monthly statements from WC&P up to the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000).

C) In addition, OTSP undertakes to pay an amount not to exceed FIVE THOUSAND DOLLARS (\$5,000.00) to compensate WC&P for the costs of printing one hundred (100) copies of the briefing papers described in Article I (A) above.

ARTICLE V: TERMINATION OF AGREEMENT

This Agreement may be terminated for cause by either party upon thirty (30) days written notice. The inability or failure of WC&P to perform the services specified in this Agreement shall be deemed cause for termination of the Agreement by OTSP. The inability or failure of OTSP to provide the compensation specified in Article IV of this Agreement shall be deemed cause for termination by WC&P. In the event of termination, OTSP shall compensate WC&P for the services performed prior to the date of termination.

ARTICLE VI: GENERAL PROVISIONS

A. Agreement Not Assignable: WC&P may not assign, sell or transfer this Agreement, or any part thereof, without the express prior written consent of OTSP.

B. Relationship of OTSP and WC&P: For the purpose of this Agreement, WC&P shall be considered as an independent contractor and not as an agent, employee or representative of OTSP and neither WC&P nor any of its personnel shall act for, represent, or bind OTSP in any capacity or manner except with the written consent of the Director of OTSP.

C. Business Activity: WC&P understands that the law of the Northern Mariana Islands restricts the business and economic activity of noncitizens of the Trust Territory and corporations which are not wholly owned by citizens of the Trust Territory. During the period this Agreement is in force and in effect, WC&P agrees not to permit personnel working under its supervision to engage in any professional or other activity for their personal profit or gain.

D. Notices: All notices, correspondence, or payments required to be sent to either party hereunder shall be sent to the parties at the address stated in this paragraph, either by mail or delivered personally. Service of any notice or demand by mail shall be deemed complete ten (10) days after mailing or on the date actually received, whichever is first.

For OTSP:            Director  
                         Office of Transition Studies and Planning  
                         P. O. Box 42  
                         Saipan, Mariana Islands 96950

For WC&P:            Howard P. Willens  
                         Wilmer, Cutler & Pickering  
                         1666 K Street, N.W.  
                         Washington, D. C. 20006

Each party may change its designated address by serving notice, in writing, on the other party as provided above.

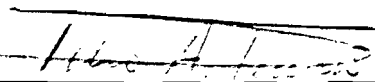
E. Agreement Complete: It is hereby expressly agreed that this Agreement contains all the terms, covenants, conditions and agreements of

the parties, and that this Agreement cannot be altered, changed, modified or added to, except in writing, and signed by the parties hereto. No oral statement of any person connected with OTSP or WC&P shall in any manner or degree modify or otherwise affect the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

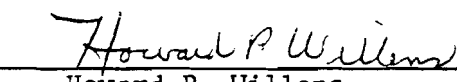
OFFICE OF TRANSITION STUDIES AND PLANNING

By:

  
Pedro A. Tenorio  
Director

WILMER, CUTLER & PICKERING

By:

  
Howard P. Willens  
Partner

WITNESS:

