

(DRAFT NO. 2)

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMISSION ON
DECOLONIZATION AND THE UNIVERSITY OF GUAM SCHOOL OF BUSINESS
AND PUBLIC ADMINISTRATION REGIONAL CENTER FOR PUBLIC POLICY**

This Memorandum of Understanding (MOU) is made between the Commission on Decolonization (COD), whose address is Ricardo J. Bordallo Governor's Complex Adelup, Guam 96932 and the University of Guam, School of Business and Public Administration Regional Center for Public Policy (UOG RCPP) UOG Station, Mangilao, Guam 96913, hereafter referred to collectively as the "parties."

WHEREAS, COD is operating as a single unit composed of 11 volunteer members, 1 executive director, and a support staff of 1;

WHEREAS, this award is made pursuant by the Department of Interior Technical Assistance Program Grant to COD, of which the Commission has decided to reserve up to \$120,000 for a self-determination study.

WHEREAS, the RCPP has the expertise, resources and skills to carry out specific statistical and research tasks necessary to provide COD with a **self-determination study**.

WHEREAS, COD retains the right to approve all subcontractors and scholars associated with the study, and funds subcontracted by RCPP may not exceed \$30,000.

WHEREAS, \$60,000 or half of the MOU total shall be paid upon the signing of this memorandum. The remaining balance shall be paid to RCPP upon COD's receipt of deliverables.

NOW THEREFORE the parties in consideration of mutual covenants hereinafter set forth, agree as follows:

1. The UOG RCPP agrees to do the following:

The RCPP Director will organize appropriate faculty, staff, students, or non-UOG affiliates (upon approval of COD) who will provide support in carrying out the '**Self-Determination Study**'. This study is to support COD's mission to develop an effective decolonization education campaign. RCPP will provide effective resources and services, which include but are not limited

to administrative support, legal counsel, research, and professional services. In particular, RCPP will provide the following services in the development of the self-determination study:

- a) RCPP will develop a self-governance assessment for Guam that analyzes Guam's current political status as an unincorporated territory of the United States. A written report compiling the data and findings from the study as well as a powerpoint with deliverables shall be presented to the Commission. The report shall provide a complete political portrait of Guam in its current unincorporated territorial status and shall contain a detailed discussion of the ways in which Guam falls above or below the minimal standards for a self-governing territory. In conducting the study, RCPP shall:
 - i) Research and analyze Guam's current unincorporated territory status by reviewing all available literature and laws related to Guam and other territories, including but not limited to U.S. Government studies, U.S. legislation on the political status evolution of U.S. territories, and United Nations reports and resolutions;
 - ii) Collect from Government of Guam agencies and relevant non-governmental organizations any data necessary to create a complete and in-depth portrait of Guam's current unincorporated status; and
 - iii) Formulate indicators to establish and determine Guam's current level of self-governance relative to the standards mandated by the Charter of the United Nations, General Assembly Resolution No. 1514 (XV), *Declaration on the granting of independence to colonial countries and peoples* (14 Dec. 1960); and General Assembly Resolution No. 1521 (XV), *Establishment of a United Nations Capital Development Fund* (15 Dec. 1960).

b) RCPP will develop (3) political status models. RCPP shall develop and prepare a draft model that discusses Guam's future under each of the three political status options (Free Association, Independence, and Statehood). The three models shall be based upon what Guam currently has in terms of resources, limitations and advantages, and it shall propose model frameworks of political, social, cultural and economic advancement that are in line with Guam's realities and the direction represented by each political status option.

In preparing the draft models, RCPP shall use the data and research gathered in the *Self-Governance for Guam* study and report, as well as data and findings to be gathered from seven (7) academic studies. RCPP will provide COD with a powerpoint to outline deliverables, and each of the studies will include a 2-page executive summary. The studies will be conducted by RCPP or its subcontractor based upon the following criteria:

i) A study of how Guam's governance under each political status option.

- 1) Constitution
- 2) Citizenship
- 3) Individual Rights
- 4) Legal/Judicial Processes

ii) A study of the social impacts of each of the political status options.

- 1) Immigration
 - (a) Border Control
- 2) Health Care
 - (a) Legalization of Marijuana
- 3) Education
- 4) CHamoru Culture Preservation

- (a) CHamoru Language
 - (b) CHamoru Programs
 - (c) CHamoru Indigenous Rights
- iii) A study on the use of environmental sustainability under each status.
 - 1) Agriculture Expansion
 - 2) Aquaculture Development
 - 3) Oceanic Resources
 - 4) Renewable Energy
 - 5) Water Resources
 - 6) Climate Change
 - 7) Food Security
 - 8) Human Security
- iv) A study of the economic impacts under each political status option.
 - 1) Industry Development
 - 2) Taxation
 - 3) Currency
 - 4) Revenues
 - 5) Debt
 - 6) Commerce, Trade, and Customs
 - 7) Tourism
 - 8) Foreign Aid
- v) A study of land worth, especially those currently controlled by the US DOD.

- 1) Financial support Guam can gain from the US under each status option for its uses as a strategic military base.
 - 2) Natural Resources
- vi) A study of defense under each political status.
- 1) Treaties/Agreements
 - 2) Relationship with the US Military / Existing Military Bases
 - 3) Militia/Military
- vii) External Affairs
- 1) Potential Reunification with the Marianas
 - 2) Treaties
 - 3) Relationship with the US
 - 4) International Aid

2. COD agrees to do the following:

The COD Executive Director shall be the point of contact relative to the projects and tasks stated herein to relate to the Commission so to maintain overall oversight and management of the terms of this Agreement. Additionally the Executive Director shall:

- a. Communicate on a regular and timely basis with SBPA/RCPD regarding progress in performing the stated tasks;
- b. Provide Commission with relevant updates with regards to the progress of the study

8. **Amendments:** Amendments to this MOU may be made upon a written agreement to do so by COD and the University of Guam SBPA.