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INDEPENDENT CONTRACTOR AGREEMENT

I MINA'TRENTAI OCHO NA LIHESLATURAN GUÅHAN

This Independent Contractor Agreement (“Agreement”), effective April 1, 2026, is entered into by and between *I Liheslaturan Guåhan*, whose mailing address is 163 W. Santo Papa, Hagåtña, Guam 96910, and TRST-GUAM, LLC. (“Contractor”), whose mailing address is 105 Kayon Seneso, Dededo, GU 96929, (hereafter collectively referred to as the “Parties”).

RECITALS

WHEREAS, it is the intention of the Parties that Contractor provide services to Authorized Users as defined in Section 1(i)(b) of this Agreement, via the Committee on Rules, under the direction of Senator V. Anthony Ada (“Member”), and *I Liheslaturan Guåhan* shall pay for said services from the Committee’s budget;

WHEREAS, it is the intention of the Parties that Contractor be deemed an independent contractor, *not* an employee and, therefore, *not* entitled to any benefits otherwise available to employees of the government of Guam; and

WHEREAS, it is the intention of the Parties that Contractor *not* be entitled to payment for any services rendered until such time as all signatures are affixed to this Agreement.

NOW, THEREFORE, the Parties agree to the terms and conditions as set forth below.

TERMS AND CONDITIONS

1.0. Specified Deliverables. In consideration for the amount and payment terms specified below, Contractor *shall* provide the following specialized services to the Committee:

(i) **DEFINITIONS:**

- a. **“Platform”** or **“System”** means the Talleyrand Systems fully integrated Legislation Introduction Workflow, comprising:
- i. **TalleyrandAI**, the conversational legislative drafting artificial intelligence, and
 - ii. **RennaeAI**, the artificial intelligence clerk review system; and
 - iii. **Dashboard User Interface**, for workflow tracking and processing;
- together with all modules, interfaces, datasets, indexes, workflows, documentation, updates, patches, and enhancements provided by TRST-GUAM, LLC. under this Agreement.
- b. **“Authorized Users”** means:
- i. the Senators of the 38th Guam Legislature;
 - ii. their duly appointed Senator staff, including chiefs of staff and policy personnel, whose access to TalleyrandAI and the drafting function is allocated in accordance with Section 1(ii)(d);
 - iii. the Clerk of the Legislature; and
 - iv. the Clerk staff, including deputy clerks, legislative clerks, and such other Clerk’s Office personnel as the Legislature designates from time to time for access to the Platform in accordance with Section 1(ii)(a).
- c. **“Service Month”** means a calendar month during which the Legislature holds a retail subscription license under this Agreement, commencing on the first (1st) day of such month and ending on the last day of such month.

- d. **“Legislative Work Product”** means drafts, bills, collaborations, reports, and other legislative documents, data, and outputs created by Authorized Users through the Platform.
 - e. **“License Fees”** means, collectively, the Initial Payment, each Monthly License Fee, and any additional write-privileged seat fees, in each case as due and payable under this Agreement.
- (ii) Contractor, acting in its capacity as the exclusive licensor of the Platform within the Territory of Guam, hereby grants to the Legislature a non-exclusive, non-transferable, non-sublicensable, revocable, retail subscription license, for the period established in this Agreement, payable on a month-to-month basis, to access and use the Platform solely for the Legislature’s legislative purposes, including research, drafting, review, verification, transmission, and management of legislation and related Legislative Work Product.
- a. **Scope of Use; Authorized Users.** The license granted hereunder permits access and full utilization of the Platform by the Authorized Users described in Section 1(i)(b) of this Agreement, through such credentials, devices, and sessions as TRST-GUAM, LLC. approves, subject to the role-based access, single-device session enforcement, and multi-tenancy isolation controls.
 - b. **Reservation of Rights.** All rights not expressly granted to the Legislature in this Agreement are reserved. Nothing in this Agreement shall be construed as a sale, assignment, or transfer of ownership of the Platform, any underlying models, indexes, datasets, source code, trademarks, or any associated intellectual property rights, all of which shall remain the property of the

applicable rights holder(s), subject to TRST-GUAM, LLC.'s exclusive licensing authority within the Territory of Guam.

c. **Use Restrictions.** The Legislature shall not, and shall not permit any Authorized User or third party to:

- i. copy, modify, translate, reverse engineer, decompile, or disassemble the Platform, except to the extent expressly permitted by applicable law;
- ii. sublicense, rent, lease, loan, sell, or otherwise transfer the Platform or any access thereto to any third party;
- iii. use the Platform to develop a competing product or service;
- iv. remove or alter any proprietary notices, labels, or marks on or in the Platform; or
- v. use the Platform in any manner inconsistent with this Agreement or applicable law.

d. **Senator Office Access Tiers for TalleyrandAI.** Within each Senator's office, access privileges to TalleyrandAI and the bill-drafting function shall be allocated as follows:

- i. **Write Access.** The Senator, together with one (1) designated staff member of the Senator's office, shall have write access to TalleyrandAI, including the authority to initiate, originate, modify, collaborate and finalize drafts of legislation and related Legislative Work Product through the Artificial Intelligence drafting function.
- ii. **Read Access.** All other staff of such Senator's office may be granted, at the sole discretion of the Senator, read access to TalleyrandAI, enabling

them to view and collaborate on drafts created by the write-privileged users of their respective office, but not to originate, modify, or advance drafts.

- iii. **Designation and Changes.** Each Senator may designate, re-designate, or revoke the designation of the one (1) write-privileged staff member, and may grant or revoke read access for any other staff member of the Senator's office, from time to time directly within the Platform using the Senator's own login credentials, without the need for notice to, or action by, TRST-GUAM, LLC.. All such changes shall take effect upon the Senator's confirmation within the Platform.
- iv. **Additional Write-Privileged Seats.** A Senator may add additional members with write access to TalleyrandAI beyond the one (1) designated staff member provided under Section 1(ii)(d)(i), at a rate of One Thousand Five Hundred Dollars (\$1,500.00) per additional write-privileged seat per month. Such additional fees shall be payable from the office budget of the particular Senator seeking the additional write-privileged seat(s) and shall be contracted, invoiced and collected pursuant to terms and conditions enumerated in separate agreements.
- v. **Scope of Office; Co-Sponsorship.** The tiers established apply on a per-office basis, such that read-access users of a given Senator's office may view and collaborate on drafts within that office only. Inter-office collaboration shall occur exclusively through the Platform's co-

sponsorship invitation and shared-bill workflows, subject to role-based access controls as established within the collaboration feature.

(iii) **Initial Service Months (April 1 – May 31, 2026).** During the initial Service Months, TRST-GUAM, LLC. shall perform or cause to be performed the following activities:

- a. Activation and provisioning of Platform accounts for Authorized Users;
- b. System calibration, including configuration of role-based access for Senators, the Clerk of the Legislature, and relevant Senator and Clerk training for Senator and Clerk staff access;
- c. User testing and validation in a controlled environment, including verification of conversational drafting, citation, vision-based compliance review, and clerk-review workflows;
- d. User training and onboarding sessions covering:
 - i. TalleyrandAI bill drafting, dashboard navigation, co-sponsorship, collaboration, and direct clerk transmission for Senators and Senator designated staff, and;
 - ii. RennaeAI compliance review, vision-based formatting analysis, bulk bill processing, report generation, and dashboard navigation for the Clerk of the Legislature and Clerk designated staff; and
 - iii. Provision of user documentation and initial support materials to enable full utilization of the Platform.

(iv) **Subsequent Service Months.** During each Service Month commencing June 1, 2026 to September 30, 2026, TRST-GUAM, LLC. shall make the Platform

available to the Legislature for retail licensure and full system utilization, subject to role-based access, as follows:

- a. **TalleyrandAI** shall be made available to Senators and Senator staff for conversational bill drafting inclusive of scholarly and 50-state research, multi-user collaboration, co-sponsorship invitations, and direct transmission to the Clerk, with write- and read-access tiers allocated per Senator office in accordance with Section 1(ii)(d); and
 - b. **RennaeAI** shall be made available to the Clerk of the Legislature, users so designated by the Clerk, and Clerk staff for AI-powered bill verification, vision-based compliance and formatting analysis, simultaneous bulk processing of bills, issue triage, report generation, and bill introduction workflow.
- (v) **Updates.** TRST-GUAM, LLC. shall ensure Platform updates on an ongoing basis, including refreshes of the scholarly and 50-state legislative databases and the incorporation of updates to the GCA, Public Laws, and GARR, at no additional cost to the Legislature during any Service Month for which a License Fee has been paid.
- (vi) **Support.** TRST-GUAM, LLC. shall provide Platform technical and user support to the Authorized Users during ordinary business hours (Chamorro Standard Time), with 24/7 availability of the Platform itself, subject to scheduled maintenance windows, Platform Application Program Interface operability, and force majeure.

2.0. Payment Terms. *I Liheslaturan Guåhan shall pay Contractor the total amount of One Hundred Ninety-Eight Thousand Seven Hundred Fifty Dollars (\$198,750.00) for the specialized services identified in Paragraph 1.0 above, in equal monthly installment amounts of Thirty-Three Thousand One Hundred Twenty-Five Dollars (\$33,125.00). Payments shall*

commence on said basis after the effective date of this Agreement. Contractor *shall not* be paid before the commensurate value of services is rendered.

2.1. Availability of Funds. This Agreement is expressly subject to the availability of funds of *I Liheslaturan Guåhan*.

3.0. Contract Period. This Agreement is effective April 1, 2026 and *shall* remain in effect through September 30, 2026, unless otherwise earlier terminated in accordance with this Agreement.

4.0. Representations and Warranties.

4.1. Capacity. Contractor represents and warrants that it has the legal capacity to enter into this Agreement.

4.2. Licensure. Contractor represents and warrants that it holds and will continuously maintain any and all licenses and permits necessary to perform its obligations under this Agreement for the duration of this Agreement, and will comply with all Guam laws pertinent to such licenses and permits.

4.3. Lobbyist Status. Contractor represents and warrants that it is not a legislative lobbyist.

4.4. Contractor's Agents. Contractor shall be liable for any and all of its agent's acts and omissions under this Agreement.

5.0. Covenants.

5.1. Covenant not to Sue; Conflicts of Interest. Contractor covenants not to bring, file, or maintain any claim, grievance, suit, or legal action or proceeding of any nature whatsoever where the Committee on Rules, by Rules Resolution, deems its representation to be contrary to the interest of *I Liheslaturan Guåhan*, or to constitute a

conflict of interest in any administrative or judicial proceeding, or in any case or legal matter whatsoever. If the Committee on Rules makes such a determination, *I Liheslaturan Guåhan shall* transmit a copy of the resolution to Contractor. Unless *I Liheslaturan Guåhan* and Contractor otherwise agree to continued representation, Contractor covenants to take necessary steps to withdraw from representation of the adverse interest against *I Liheslaturan Guåhan* within fourteen days of receiving a copy of the resolution. Notice of such withdrawal *shall* be given in writing to *I Liheslaturan Guåhan*. Failure to abide by this Paragraph *shall* constitute a breach of the entire Agreement and all rights of Contractor herein are thereafter automatically terminated.

5.2. Assignment and Delegation. Unless otherwise agreed to, this Agreement shall not be assignable or delegable. Contractor covenants not to assign any right nor delegate any responsibility under this Agreement without the written consent of *I Liheslaturan Guåhan*. Violation of this Paragraph *shall* constitute a material breach of this Agreement, which shall terminate this Agreement and any and all rights of Contractor.

5.3. Indemnification. In addition to other legal remedies, in the event that an action is filed against *I Liheslaturan Guåhan* because of the acts or omissions of Contractor and its agent(s), Contractor covenants to defend, indemnify and hold harmless *I Liheslaturan Guåhan* for any judgment rendered against it that is the result of Contractor and/or its agent(s) acts or omissions.

6.0. Notices. Unless otherwise indicated, all notices shall be delivered under this Agreement via U.S. Mail; hand-delivery, with receipt confirmation; or e-mail, with receipt confirmation, to *each* of the following persons at either of the following addresses:

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	<i>I Liheslaturan Guåhan</i>	Contractor
Persons	Executive Director	TRST-GUAM, LLC.
Receiving Notice	V. Anthony Ada/Committee Chairperson Legislative Counsel	
Physical Address	Guam Congress Building 163 W. Santo Papa Hagåtña, GU 96910	105 Kayon Seneso, Dededo, Guam 96929
Mailing Address	(Same)	[SAME]
E-mail Address	<i>[Executive Director email]</i> <i>[Member/Committee email]</i> <i>legislativecounsel@guamlegislature.gov</i>	trst-guam@talleyrandsystems.com

7.0. Waiver. No term, condition, or covenant of this Agreement shall be deemed waived unless executed in writing by the waiving party. No payment by *I Liheslaturan Guåhan* to Contractor *shall* constitute an acknowledgement that services rendered were appropriate. Failure to exercise a right under this Agreement *shall not* be deemed a waiver to exercise that right in the future.

8.0. Integration. This Agreement constitutes the entire agreement between the Parties relating to matters stated herein. All prior discussions and agreements with respect to these matters, except to the extent stated in this Agreement, shall be of no further force and effect.

9.0. Amendments. No amendment to this Agreement, including deletion or additions, may be made except via written addendum signed by the Parties or as otherwise stated herein.

10.0. Termination.

10.1. Mutual Termination Right. This Agreement may be immediately terminated upon written notice at any time and for any reason by either party. Termination *shall* be effective as of the date specified in the written notice of termination.

10.2. Automatic Termination. This Agreement *shall* automatically terminate upon any of the following events: (i) assignment of the Agreement without the prior written consent of *I Liheslaturan Guåhan*; (ii) Contractor's failure to maintain or renew the appropriate licenses required in order to perform this Agreement; (iii) Contractor's failure to pay the applicable federal or local government taxes arising from this Agreement, e.g., Guam gross receipts tax; or (iv) death of Contractor; (v) dissolution or termination of Contractor who is a business partnership, joint venture, corporation, or any other type of business entity.

11.0. Payment Upon Termination. Upon termination under any provision of this Agreement—whether automatic or otherwise—Contractor *shall* be entitled to the value of services rendered to *I Liheslaturan Guåhan* up to the date of termination, less any and all damages incurred or anticipated by *I Liheslaturan Guåhan* arising out of or deriving from Contractor's breach or anticipatory breach of this Agreement.

12.0. Governing Law. The laws of Guam *shall* govern the construction, interpretation, and resolution of any disputes under this Agreement.


13.0. Remedies. In addition to any other remedies available under law, *I Liheslaturan Guåhan shall* have the right to withhold any amounts that may be due Contractor in order to mitigate any and all damages incurred and anticipated by *I Liheslaturan Guåhan* arising out of or deriving from Contractor's breach or anticipatory breach of this Agreement.

14.0. Severability. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, the remaining parts of this Agreement *shall* remain in full force and effect.

15.0. Signatures Required. This Agreement *shall not* be effective, and Contractor *shall not* be entitled to any monies from *I Liheslaturan Guåhan*, nor shall it be binding upon *I Liheslaturan Guåhan*, until such time as all identified signatures are affixed herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement in Hagåtña, Guam on the date set forth below.

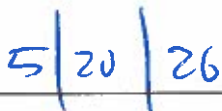
CONTRACTOR:



Michael F.Q. San Nicolas

For: TRST-GUAM, LLC.

Agent



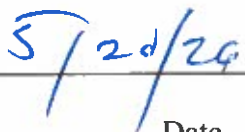
Date

I LIHESLATURAN GUÅHAN:



V. Anthony Ada

Authorizing Senator



Date

Approved as to Form:



Darleen Eustaquio Phillips

Legislative Counsel

5/20/26

Date

Certification as to Availability of Funds and as to Expenditure of Funds in Accordance with the Budgetary Requirements of the Standing Rules:



Agnes A. Cruz

Certifying Officer

5/20/2026

Date

Executed by:



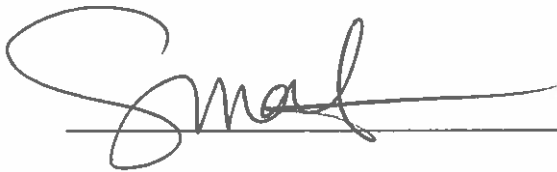
Frank F. Blas, Jr.

Speaker

5/20/2026

Date

Attested by:



Sabrina Salas Matanane

Legislative Secretary

5/20/20

Date

Countersigned by:



V. Anthony Ada

Chairperson, Committee on Rules

5/20/20

Date

FOR USE BY CENTRAL OPERATIONS STAFF OF I LIHESLATURAN GUAHAN:

Allotment Number: 06302-515

Authorized Amount: \$ 198,750 -

Contract Number: 26380025

GUAM LEGISLATURE
FAC OFFICE

MAY 20 2020

TIME: 1411
RECEIVED BY: [AMY] JPM