

SOFTWARE-AS-A-SERVICE  
AUTOMATION, SYSTEM MANAGEMENT AND MAINTENANCE OF COVID-19  
DEPARTURE CERTIFICATE FOR THE MINISTRY OF HEALTH, REPUBLIC OF  
LIBERIA

This Software-As-A-Service (SAAS) Contract (the "Contract") for Automation, System Management and Maintenance of COVID-19 Departure Certificate (based on negative test results) for the Ministry of Health is made and entered into this 14<sup>th</sup> day of October A. D. 2020 by and between the **Ministry of Health, Republic of Liberia** ("the Ministry or MOH") through the **Covid-19 Incident Management System (IMS)** having its principal place of business at Congo Town, Montserrado County, Liberia (hereinafter known and referred to as the "MOH"), represented by its Minister Dr. Wilhelmina Jallah, and **MWETANA Consulting & Technology Group** hereinafter referred to as (the "Service Provider", a corporation registered and operating under the Laws of the Republic of Liberia and having its principal place of business at 16 McDonald Street, Lauvicom House, Monrovia, Liberia (hereinafter known and referred to as the "SERVICE PROVIDER"), represented by its President/CEO Mr. Vivien C. Jones.

The MOH and the SERVICE PROVIDER are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WITNESSETH**

WHEREAS, there is an outbreak of Coronavirus and the WHO has declared the same as a pandemic; the Government of Liberia, through the Ministry and the IMS, is responding to the Covid-19 pandemic;

WHEREAS, the Service Provider has developed an android based tech App with certain unique capabilities for the automation, system management and maintenance of COVID-19 Departure Certificate Platform to be used by those wishing to travel outside of Liberia.

WHEREAS, the Service Provider has made an unsolicited presentation of its App to the the Covid-19 Incident Management System (IMS) and the IMS has bought into the proposal of the Service Provider;

WHEREAS, the Service Provider represents that it possesses the professional competence and expertise to provide quality automation, system management and administration as required by the IMS, and has assured the IMS that it has capacity to implement such a platform; and

WHEREAS, it has been agreed that the Service Provider shall perform its duties and obligations in accordance with the terms and conditions of this Service Contract hereinafter stipulated and agreed upon by the Parties.

NOW THEREFORE, for and in consideration of the forgoing premises and intending to be legally bound, the Parties covenant and mutually agree as follows:

**ARTICLE 1 - THE AWARD**

The MOH hereby awards this Contract to the Service Provider for the Automation, System Management and Maintenance of COVID-19 Departure Certificate Platform, which is referred to herein as the "Services" for the following modules: Traveler Application, Payment Integration (UBA), Integration with core COVID-19 End to End Data Management Platform, Certificate Approval, Certificate Issurance, Bar Code Security Feature, Mobile Application for Inspection, Dashboards, Email/SMS Notification, Reporting, Audit Trail, Secured Cloud Hosting and Provision of Support Staff at the Testing Center.

**ARTICLE II - CONTRACT DOCUMENT**

2. In case of discrepancy among the Contract documents, this Contract shall prevail while in the event of a discrepancy between the technical proposal and the financial proposal the latter shall prevail.

### **ARTICLE III – SCOPE OF WORK and OBLIGATIONS OF THE SERVICE PROVIDER**

1. The Scope of work of the Service Provider shall include COVID-19 Departure Certificate of all modules referenced in Article I – The Award, deployment of the customized modules, and training.
2. The Service Provider shall perform and complete the Services in accordance with the Service Provider's technical and financial proposal with due diligence and efficiency and in accordance with the Contract, which is hereby annexed as stated in Article II – Contract Document -- to form a cogent component of this agreement.
3. The Service Provider shall provide the services through its below named staff:

a. Vivien C. Jones	Project Director	0886375275
b. Karl R. Smith	Project/Implementation Manager	0886375276
c. Henry F. Wilson	Lead System Developer	0886375272
d. Francis Delamou	Database Developer	0886938262
e. Alexis Nippae	Software Developer	0886938262
f. Micheal Hney	Project Specialist	0886938262
g. Monalisa Rouhana	Systems Analyst	0886938262

Service Provider reserves the right to add or remove any of the above personnel as necessary for the successful implementation of the project.

4. The content of the system shall be the exclusive property of the MOH and shall require no recurrent or other costs not indicated and accepted in the technical and financial proposals for accessibility.
5. The Service provider will provide the minimum of two persons who will be assigned to the specimen collection site to provide support to those who cannot apply online by themselves.
6. The responsibility for the safety and security of data in the Service Provider's custody which is not on the MOH's premises rests with the Service Provider.
7. The service provider will assign staff at the airport to assist with the inspection of the certificate during the implementation stage. The service provider staff is expected to work along with the IMS staff assigned at the airport.
8. The Service Provider is responsible to ensure that all data captured are migrated to DHIS2 on a monthly basis. Data will be transferred through an application programming interface (API) developed by the Service Provider-.

### **ARTICLE IV - OBLIGATIONS OF MINISTRY OF HEALTH**

1. MOH will make its premises available to the Service Provider for the execution of the services under the contract.
2. MOH shall provide staff to be trained in the operation of the system/platform at the agreed time during project implementation. The MoH also grant the Service Provider necessary access to to any and all infrastructure that supports the achievement of the objectives of this Agreement.

5. MOH shall use the Software as authorized, in accordance with operating instructions and the documentation, with suitable (as recommended) operating supplies.
6. Ensure that the Software is only used for COVID-19 Certificate for Travelers Leaving Liberia.
7. Provide office space on the specimen collection site for Service Provider assigned staff to work from.
8. MOH will ensure that airlines only issue boarding pass to traveler with a valid COVID-19 certificate that has been inspected and verified by the service provider inspector.
9. MOH to work along with the RIA Management Team to ensure that only travelers with valid COVID-19 certificate should be allowed to travel.
10. Shall not alter, adapt, modify the Software except where previously agreed in writing by Service Provider.
11. MOH shall designate one person who will be the Project Manager and who shall be responsible to communicate all issues, diagnosis, investigations and corrections of any fault in the Software.
12. MOH shall provide internet, computers, printers, scanners and printer consumable for its staff to access the online system.
13. MOH will request the manifest from the airlines weekly for reconciliation and compliance. The manifest will be shared with the service Provider for reconciliation.
14. MOH shall provide security for the safety of the Service Provider personnel and data in Service Provider's custody on the premises of MOH.

#### **ARTICLE V - TERMS OF THE CONTRACT**

5.1. This Agreement shall commence on the date of last signing, and shall continue until terminated in writing by either party in keeping with Article VII – Termination below. The parties agree to a capital investment of One Hundred Thirty Thousand United States Dollars (\$130,000.00 USD). The Service Provider shall provide MOH/IMS the modular breakdown and valid receipts for the said development cost. The total amount will be paid through travel certificate fees charged to each passenger prior to collection of samples for testing and issuance of the travel certificate. Every certificate issued will be tracked in the system, and a count of the issued certificates will accumulate towards the amount paid.

5.2. The amount charged covers development, technical support, operational and administrative costs for the following:

- a) Development of the platform;
- b) Secured Cloud Hosting;
- c) Unlimited User Licenses;
- d) Mobile Application (Android) Development for Inspection and Verification;
- e) Barcode Security Engine;
- f) SSL Certificate;
- g) Automated Certificate Generation;
- h) Notification - SMS/Email;
- i) SDK for Integration with UBA and one other payment platform;
- j) Integration with DHIS2 Platform;
- k) Workflow Engine;

#### ARTICLE VI - PAYMENT

1. In consideration for the issuance of the travel certificate and the services listed in this contract, MOH shall ensure that the Service Provider receives a fee paid by the travelers, and referred to as the Travel Certificate Fee.
2. The Travel Certificate Fee in the amount of Twenty United States Dollars (\$20.00 USD) shall be paid for each travel certificate issued until the Service Provider recoups its initial capital (US\$130,000.00). The US\$20 shall be imbedded in the cost of Covid1-19 test the Government will charge per traveler.
3. After the Service Provider shall have recouped the capital investment/development cost referred to in Article VI(A)(2) above, the amount of Fifteen United States Dollars (\$15.00 USD) shall be paid for each travel certificate issued. This amount will comprise of the following:
  - a) Application Hosting and Storage \$0.30
  - b) System Support, Bug Fixes & Maintenance \$3.05
  - c) Operational & Administrative Cost \$4.00
  - d) Android SDK Certificate Validation License \$0.50
  - e) API for online/mobile money payment \$1.00
  - f) Integrated SAAS Dashboard SDK \$1.40
  - g) SQL Database License \$1.60
  - h) SMS Notification \$0.15
  - i) Data Security, Encryption, and 2FA \$1.00
4. Without prejudice to paragraphs 2 and 3 immediately above, MOH/IMS reserves the right to add additional fees.
5. The Service Provider shall invoice the Ministry/IMS bi-monthly upon presentation of invoice, travellers data and valid tax clearance certificate for the purpose of determining the amount due the Service Provider as well as for determining the tax(s) thereon. The MOH/IMS will pay the Service Provider within four days of receipt of the invoice. However, beginning March 1, 2021, such payments to the Service Provider will be automatically credited to its account as travelers pay. The MOH/IMS reserves the sole right to revise such direct payment to the Service Provider in the event there are challenges of accounts reconciliation.
6. The parties mutually agree that the Service Provider will give MOH/IMS access to the accounting report for easy reconciliation. The Service Provider and MOH shall reconcile the books on a weekly (Sunday - Saturday) basis.
7. MOH/IMS shall be billed separately for bank or mobile money transaction fees imposed by any bank or mobile operator integrated with the COVID-19 Certificate Platform.
8. *Unrecovered Investment.* Is further mutually agreed and understood by the parties that the rights and obligations created by this contract are subject to the existence of the Covid-19 pandemic. Consequently, the parties agree that should the pandemic come to an end at a time the Service Provider has not recovered all of its investment; the unrecovered portion of the said investment shall be borne by the Service Provider.

#### ARTICLE VII - TERMINATION

1. MOH/IMS may terminate this Agreement after the Service Provider has recouped the capital investment by issuing a ninety-day written notice to the Service Provider,
2. In the event that MOH/IMS decides to terminate the contract for whatsoever reason(s) before the Service Provider initial capital investment has been recouped, MOH/IMS shall pay the Service Provider the balance due on the initial capital investment.

4. Service Provider's Obligation to Perform Contract: The Service Provider shall perform the Contract in accordance with the MOH/IMS as per its obligation. If the MOH/IMS fails to address or correct the non-performance complained of in a ninety-day written notice.

## ARTICLE VIII - MISCELLANEOUS PROVISIONS

1. **Non-Assignability**: The Parties acknowledge that the Services to be rendered by the Service Provider and the rights and privileges granted to the Parties under this Contract are of a special, unique and extraordinary character, which gives a peculiar value and therefore, are not assignable, and the breach by either party of any of the provisions of this agreement will cause each party irreparable injury and damage;
2. **Confidentiality**: The Service Provider agrees to observe with strict confidentiality all MOH/IMS's data/information which shall come to its attention in the course of the performance of this Contract for MOH/IMS and to use such data/information only for the purposes of performance of this SAAS Contract. The obligation of confidentiality stipulated herein shall survive the expiry of this Contract, and that the Service provider and/or its agents shall not at any time disclose the confidential information accessed, received or reviewed in the scope of performing this Contract.
3. **Contractor not Employee**: It is mutually understood that this Contract shall not render the Service Provider an employee of the MOH/IMS. The Service Provider is and shall remain independent in its relationship with the MOH/IMS;
4. **Non-Solicitation; Non-Hire**: During the term of this Agreement, and for a period of twenty-four (24) months after termination hereof, neither party shall directly or indirectly, knowingly solicit, hire or otherwise retain, as an employee, consultant or independent contractor, any employee of the other party, within two (2) years of the employee leaving the employ of the other party, unless previously agreed in writing by the other party.

## ARTICLE IX- TAX OBLIGATIONS

It is mutually agreed and understood by the parties that the Service Provider shall pay all taxes that are due and payable under this contract. Provided however, that taxes shall apply only after the Service Provider shall have recouped the capital investment referred to in Article VI(2) above and Service Provider has began realizing profits. Specifically, the Ministry will appropriately withhold income tax and remit same into Government Revenue Account and thereafter submit flag receipt for such withholding to the Service Provider.

Any other tax liability that may arise from this contract, the both parties agreed that same will be borne by the Service Provider.

## ARTICLE X-DISPUTE RESOLUTION

1. Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Procedure of the Civil Procedure Law of the Republic of Liberia. Each party shall nominate and appoint one person and the two persons nominated by the Parties shall nominate a third neutral person who shall serve as Chairman of the panel.

The decision of the arbitration panel shall be final and binding on the Parties, subject only to such challenges and for such reasons as established by the Civil Procedure Law of Liberia.

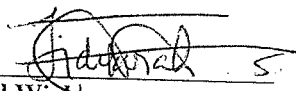
## ARTICLE XI: AMENDMENT

- a) This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.
- b) Notwithstanding, and because the facts and circumstances related to the Covid-19 pandemic are subject to swift changes, the parties agree to subject this contract to a

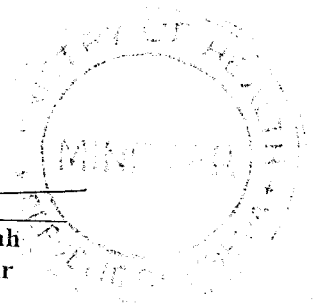
ARTICLE XI - BINDING EFFECT

This Software-As-A-Service Contract shall bind the Parties hereto, their successors-in-office and their assigns firmly as though they were specifically named herein. Notwithstanding, MOH/IMS or the Service Provider reserve the rights to make necessary future addendum(s) to this contract. Provided that such addenda shall be in writing signed by both parties. IN WITNESS WHEREOF, THE PARTIES hereto have caused their authorized officials to sign this Contract on the day and year written below:

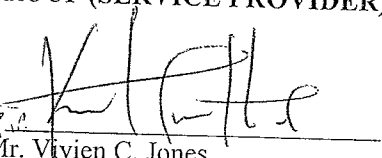
FOR: MINISTRY/IMS

Signed:   
Mr. Fidel Wiah  
Deputy IMS Manager for  
Finance & Administration

Approved:   
Dr. Wilhelmina S. Jallah  
Minister/IMS Chair



FOR: MWETANA CONSULTING & TECHNOLOGY  
GROUP (SERVICE PROVIDER)

BY   
Mr. Vivien C. Jones  
PRESIDENT/CEO