

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

SERVICE CONTRACT

THIS SERVICE CONTRACT is made and entered into this 10th day of September, A. D. 2020, by and between the Ministry of Health, Republic of Liberia through the Covid-19 Incident Management System ("party of the first part, hereinafter known and referred to as the Ministry") represented by the Minister/IMS Chair **Hon. Wilhelmina S. Jallah, MD** and **Tuma Enterprises**, a registered Liberian Business located in Congo Town, represented by its Chairman, **Mr. Arnold Badio**, (hereinafter referred to as "the Service Provider"), second party. The Service Provider and the Ministry are known and referred to as the "Parties" and each is known and referred to as "Party".

WITNESSETH:

WHEREAS, the Ministry is charged under Chapter 39 of the amended Executive Law of 1972 with administering government activities pertaining to the protection and improvement of public health;

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 a Special Tracker App with certain unique capabilities that will be used by the Ministry to curtail and control new COVID-19 infections especially as might be brought into the country by persons arriving from infected countries through ports of entry (land, air and sea).

WHEREAS, the Service Provider has made an unsolicited presentation of its Tracker App to the Ministry and to the team of experts working to prevent the spread of the virus in Liberia;

WHEREAS, the Ministry has bought into the ideas presented by the Service Provider and intends to contract the services of the Service Provider; the Service Provider accepts to be so contracted and warrants to the Ministry that it has the capacity, experience and expertise required to render the aforementioned services and has the business registration and valid license required under applicable laws;

SECTION 1: PURPOSE OF AGREEMENT

The primary objective of this agreement is to establish a framework through which the Service Provider shall be responsible to provide to the Ministry and to agencies designated by the Ministry the LIB COVID-19 Tracker App for use at all ports of entry in Liberia and maintain, manage, and provide updates including new technology and innovations to the LIB COVID-19 Tracker App during the contract period.

SECTION 2: DATE AND TERM

This Agreement shall commence on the 7th day of September, A.D. 2020 and shall remain enforced until terminated by the Ministry, in response to achievements/successful outcomes in the Covid-19 initiatives as determined by the World Health Organization (WHO), upon a sixty-day written notice to the Service Provider.

SECTION 3: RESPONSIBILITY OF THE PARTIES**3.1 MUTUAL RESPONSIBILITY OF THE PARTIES**

- a) Work cooperatively to ensure appropriate and efficient communication in support of the objectives of this agreement.
- b) Regularly share information about the successful management and operation of the LIB COVID-19 Tracker App.

3.2. RESPONSIBILITY OF THE MINISTRY

The Ministry under this Contract shall:

- a) Obtain all required approvals from relevant authorities of the Government of Liberia to enter into a contract with the Service Provider to ensure implementation and deployment of the LIB COVID-19 Tracker App at all ports of entry of Liberia.
- b) That the Ministry shall obtain the LIB COVID-19 Tracker App from the Service Provider and all data relating thereto shall be stored in the Ministry's Cloud Server
- c) That the Ministry and NPHIL shall prescribe self-monitoring COVID-19 symptoms for each arriving traveler in Liberia after being screened by screeners designated by the Ministry or NPHIL.

3.3 RESPONSIBILITY OF SERVICE PROVIDER

The Service Provider shall:

- a) That the Service Provider shall provide to the Ministry and its designated agencies the LIB COVID-19 Tracker App for use at all ports of entry in Liberia and maintain, manage, and provide updates including new technology and innovations to the LIB COVID-19 Tracker App during the Contract Period without cost to the Ministry.
- b) That the Service Provider shall provide 14 (14) computerized Screener Admin Tablets to the Ministry, five (5) of which will be used at the kiosks and nine (9) will be used by screeners. The Service Provider will maintain and keep the tablets in good running condition at all times. Said Screener Admin Tablets shall include technology to scan travelers QR Code, enable the screeners to review data submitted by travelers on the NPHIL Health Form while simultaneously having the ability to input body temperatures and record COVID-19 Test.
- c) That the Screener Admin Tablets shall contain an Administrative Dashboard for screeners that would serve as the nucleus to the success of the project and technology.
- d) The Service Provider shall have the responsibility to maintain and update, and if necessary, replace, the Screener Admin Tablets during the period of the contract without cost to the Ministry.
- e) That the Service Provider shall provide Oral Thermometer to each arriving traveler after being screened by the screeners designated by the Ministry or by NPHIL upon arrival in Liberia to enable the arriving person to self-monitor COVID-19 symptoms during the Ministry or NPHIL's prescribed period for self-monitoring.

- f) Additionally, the Service Provider shall ensure efficient, effective and quality service at the place(s) of testing.

SECTION 4: CONSIDERATION & TAXES

- a) *Consideration.* It is mutually agreed and understood by the parties that except for the conditions herein agreed, the Ministry and the Service Provider shall have no financial obligation under this Agreement. However, each arriving traveler shall pay or cause to be paid the amount of USD\$ 20.00. (Twenty United States Dollars per each paid download of the App) until the Service Provider shall have recouped its development cost of US\$185, 000.00 at an estimate of 9250 travelers. The Service Provider shall provide MOH/IMS the modular breakdown and valid receipts for the said development cost. The US\$20 shall be imbedded in the cost of Covid1-19 test the Government will charge per traveler.
- b) After the Service Provider shall have recouped its development cost, the amount of fourteen 12/100 United States Dollars & twelve cents (US\$14.12) shall be paid for each App download. This amount shall comprise the following:
- i. System maintenance (RED, Innovation and Operation Support) = US\$6.83;
 - ii. Thermometer & Freight US\$2.44
 - iii. Texting (estimated at 4 texts x US\$0.15 per traveler) = US\$0.60;
 - iv. Cloud server Maintenance + Internet Cost = US\$2.38;
 - v. Replacement of Accessories and maintenance = US\$1.87.
- c) Without prejudice to paragraphs a) and b) immediately above, MOH/IMS reserves the right to add additional fees.
- d) 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 per month as well as for determining the tax thereon. The MOH/IMS will pay the Service Provider within four days of receipt of the invoice. 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.
- e) 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.
- f) The parties will launch the implementation of this Contract at the Roberts International Airport and gradually roll out at the various other ports of entry.
- g) *Taxes* 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. 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.
- h) It 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.

SECTION 5: RELATIONSHIP OF THE PARTIES

- a) The nature of relationship of the parties is that of independent institutions. Thus, neither party shall have the authority, implied or expressed, to obligate the other for any other

purpose without the expressed or written authorization of the other except for performing obligations under this Agreement.

SECTION 6: TERMINATION

- a) Either Party may terminate this AGREEMENT before its expiry date for a valid cause, provided the terminating party gives 60 days prior, written notice to the other. If either Party fails to materially comply with any term of this AGREEMENT, such failure shall constitute a breach. Under such condition, the non-breaching Party may issue official notice to the Party in breach to remedy/cure the circumstances constituting a breach within ten days of receipt of the notice to cure.
- b) Failure to cure said condition or circumstance within ten (10) days, the non-breaching Party may terminate the agreement without further notice to the breaching Party. Each Party shall remain liable for all obligations accruing up to the date of termination.

SECTION 7: FORCE-MAJEURE

- a) The Parties shall not be liable for any partial or complete failure to meet their commitments under this Contract in the event of any circumstances outside of their control (force-majeure). This Agreement shall be suspended for the period or duration of such factors or conditions constituting force-majeure. The Party affected by the force-majeure circumstances shall notify the other Party within 3 days of their occurrence, provided the means of contact is available. If force-majeure circumstances continue for more than 4 months the present Contract may be terminated upon mutual consent among the Parties thereby relieving either party from all claims.

SECTION 8: ARBITRATION

- a) Any controversies or disputes arising out of or relation to this Agreement shall be resolved through arbitration where the National Investment Commission, Republic of Liberia shall serve as the arbitrator.

SECTION 9: CONFIDENTIALITY

- a) The parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's operation. All parties agree to treat all such information and terms of this agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third party (ies) during and after the term of this Agreement.

SECTION 10: NOTICE AND COMMUNICATION

- a) All notices or communications required or permitted under this Agreement shall be sufficient if delivered in person to address (es) or any other mode to be provided by the Parties.

SECTION 11: ENTIRE AGREEMENT

- a) This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.

SECTION 12: 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 periodic review (every six months) in order to update the terms and conditions of this Agreement in keeping with any material development/change in the pandemic.

SECTION 13: SEVERABILITY

If any part of this AGREEMENT is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of any other part of this AGREEMENT, and the remaining parts of this AGREEMENT shall be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

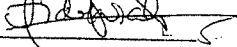
SECTION 14: KNOWLEDGE & UNDERSTANDING


By their affixing their signatures below, the Parties to this AGREEMENT indicate their knowledge, full understanding and acceptance of the terms contained herein.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have set their hands and affixed their signatures on the date first written above

IN THE PRESENCE OF:

For the Ministry/IMS:

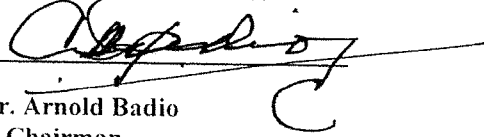
Signed: 
Mr. Fidel Wiah
**Deputy IMS Manager for
Finance & Administration**

Approved: 

Dr. Wilhelmina S. Jallah
Minister/IMS Chair



For the Service Provider:


Mr. Arnold Badio
Chairman