

COUNTY OF MONTERRADO)
REPUBLIC OF LIBERIA)

S E R V I C E A G R E E M E N T

This Catering Service Agreement is made and entered into this 2nd day of July, 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 Dr. Wilhelmina S. Jallah; and **RUTEE'S GRILL** located at Congo Town, Tubman Boulevard, County of Montserrado, Republic of Liberia, represented by its General Manager, **Ruth Jabbah**, (party of the second part, hereinafter known and referred to as the "Caterer"). The Caterer and the Ministry are collectively 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, the Caterer is a Liberian owned private entity;

WHEREAS, there is an outbreak of Coronavirus and the WHO has declared the same as a global health emergency; the Republic of Liberia (through the Ministry), is temporarily hosting and screening persons returning or arriving from countries affected by the Coronavirus at the FENDELL PRECAUTIONARY OBSERVATION CENTER ("Fendell");

WHEREAS, as a result, the IMS/Ministry has hired the services of the Caterer to provide catering services (breakfast, lunch, and dinner) for persons so hosted or working at the said Fendell, and Bar has been providing meals at the Fendell;

WHEREAS, the Caterer warrants that it has the capacity, experience and expertise required to render the aforementioned services;

WHEREAS, the Caterer further warrants that it has a valid business registration/license and every pertinent documents required under applicable laws.

NOW THEREFORE, in consideration of their mutual interests, promises, warranties and covenants set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1-CONSIDERATION

2.1. It is mutually agreed and understood by the parties that in consideration for the services the Caterer shall render, the IMS/Ministry shall pay, or cause to be paid, to the Caterer the amount of **US\$19.50** per person a day, representing bill for breakfast, lunch and dinner; payable as per the number of persons per Caterer's invoice which will be presented and verified by the Ministry at the end of every TWO WEEKS (fourteen days).

2.2. It is further mutually agreed and understood by the parties herein that the payments to be so made by the Ministry to the Caterer represent service fees including transportation of the meals to the Fendell POP.

SECTION 2- PERIOD

The services of the Caterer shall commence on the 10th day of July, A. D. 2020 and continues until terminated by the Ministry upon a seven-day notice ("the Service Period").

SECTION 3- TAXES

The parties agree and understand that the Caterer shall pay or cause to be paid all taxes due under this Agreement.

SECTION 4- APPLICABLE LAWS

This Agreement shall be subject to the laws of Liberia adjudicative within its courts of competent jurisdiction.

SECTION 5- FORCE MAJEURE

5.1. The Parties shall not be liable for any partial or complete failure to meet their commitments under this Agreement 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 immediately notify the other party, provided the means of contact is available. If force-majeure circumstances continue for more than the contract period, the Agreement may be terminated upon mutual consent of the parties thereby relieving either party from all claims.

5.2. Force majeure is defined as any event beyond the reasonable control of the parties such as, but not limited to, acts of God, war, insurrection, civil conflicts, civil commotion, strikes, elements of war, armed incursion, storm, tidal wave, flood, epidemic, explosion, fire, lightning, earthquake, or any other extraordinary event which the parties could not reasonably be expected to prevent or control. For the purpose of this Agreement, the Covid-19 outbreak shall not be considered a force-majeure event.

SECTION 6- BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, successors-in-business, executors, and administrators as if they were specifically named herein.

SECTION 7-ENTIRETY OF AGREEMENT

This instrument contains the entirety of the agreement between the parties herein and there are no other terms, obligations, covenants or conditions other than those set forth herein. No modification or variation hereof shall be valid unless evidenced by a subsequent agreement in writing and duly signed by both parties.

SECTION 8- DISPUTE SETTLEMENT

Any dispute arising out of or, in connection with this Agreement, if attempts at settlement by negotiation have failed, either party may proceed for settlement in a court of competent jurisdiction in Liberia.

SECTION 9.

This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

SECTION 10- 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 11- TERMINATION

The Ministry may terminate this Agreement before its expiry date by giving written notice to the Caterer.

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 CATERER:

R. Jabbar

Ruth Jabbar
General Manager

Date: 05/07/2020

FOR THE MINISTRY:

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

Date: 7-14-2020

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

Date: 7/14/2020