

NATIONAL AIDS COMMISSION OF LIBERIA

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**SERVICE AGREEMENT**

THIS SERVICE AGREEMENT (CONTRACT) is made and entered into this **30th day of June A. D. 2021** by and between the National AIDS Commission of Liberia, represented by its Executive Director, Mr. Solomon, (herein after referred to as the "**Commission/NAC**"), and the Africa Books and Stationery Store, represented by its General Manager, Mr. David T. Tamba (herein after referred to as "**Vendor**").

**WHEREAS**, the Commission desires to engage the services of the Vendor on the terms and conditions herein set forth; and

**WHEREAS**, the Vendor is ready and willing to accept this engagement of service with the Commission on the said terms and conditions.

**NOW WHEREFOR**, 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:

**DUTIES AND RESPONSIBILITIES OF PARTIES**

The Vendor shall be considered as having the skills and experience to provide requested equipments and stationeries to the Commission.

The Vendor shall:

- Provide office equipments and stationeries for the Commission.

The Commission shall:

- Pay the Vendor fees for the equipments and stationeries to be provided.

**1. TERM OF AGREEMENT**

The Vendor has agree to supply the Commission with office equipments and stationeries on the terms and conditions herein set forth.

That for and in consideration of the monetary value, and other term and conditions provided herein, to be paid to the Vendor, the Parties mutually agreed that the Vendor shall:

- Provide the Commission with office equipments and stationeries for six months (with in fiscal year 2020/2021): at the rate or prices provided in the Vendor Request for Quotation.
- Immediately provide to the Commission of any claims, increase of prices, or any factor, if determined that may have a material adverse effect on the Vendor's capacity to supply the Commission.

## 2. SUPPLY AND PAYMENT

The Parties hereto have mutually agreed that the Commission will pay the Vendor base on the quantity of office equipments and stationeries supplied. And that the quantity of office equipments and stationeries to be supplied by the Vendor shall be determined by the Commission and upon a request to the Vendor.

The Parties also agreed that all payment to the Vendor under this Contract shall be made after a satisfactory supplied of the Office equipments and or Stationeries as herein contain. The commission requires that the Vendor actively liaison with NAC Finance Department to facilitate the disbursements within (30) thirty days after service delivery.

## 3. DURATION AND CONDITIONS

a. This Contract is for the period of six months (in fiscal year 2020/2021), certain for service, that is, from the 1st day of July A. D. 2021, up to and including the 31st day of December A. D. 2021.

b. This Contract is a personal one, being entered into in reliance upon and in consideration of the singular personal skill, qualifications and representations of the Vendor. No duty or obligation of the Vendor shall be assigned, transferred, shared or divided, voluntarily or involuntarily, or otherwise, in any manner, without the prior written consent of the Commission.

c. Termination - any party may terminate this Contract before its expiry date, provided the party gives a (30) thirty days written notice to the other. However, if the Vendor fails in whole or in part, to fulfill any of its obligation under this Contract in a timely manner, abandons the services thereby defaulting on the Contract period, then the Commission shall have the option to terminate the Contract without notice to the Provider, if in its judgment, it is in the Commission interest to do so.

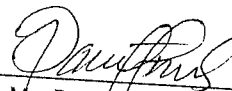
## 4. RESOLUTION OF DISPUTE

The parties also agreed that any dispute in the interpretation and implementation of any provision of this Contract shall be resolved by means of mutual discussion. However, if no agreement is reached on this attempt, then the aggrieved party may seek resolution by means of arbitration in accordance with the Commercial Laws of Liberia (7LCL Revised; Chapter 7, section 4(1), if attempts at settlement by negotiation will have failed.

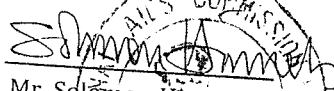
## 5. BINDING EFFECT

The terms and conditions set forth in this Contract shall be binding on the parties hereto, their assigns, legal representative, and successors-in-interest as if they were specifically mentioned herein by name.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their signatures on the date and year herein written.

  
Mr. David T. Tamba  
General Manager

Date: July 1, 2021

  
Mr. Solomon Hinneh  
Executive Director, NAC

Date: July 1, 2021