

AGREEMENT FOR PRINTING SERVICES
BETWEEN
THE NATIONAL FISHERIES & AQUACULTURE AUTHORITY
AND
RUPTED GROUP OF COMPANIES

1. Parties. This Printing Services Agreement (hereinafter "Agreement") is made and entered into this 3rd day of June A.D. 2022, by and between the **National Fisheries and Aquaculture Authority** (hereinafter "Authority"), an autonomous agency of the Government of Liberia represented by its Director General, Hon. Emma Metieh Glassco, of the City of Monrovia, Montserrado County, Republic of Liberia and **RUPTED GROUP OF COMPANIES** (hereinafter "Contractor"), a corporation registered under the Laws of Liberia, represented by its Chief Executive Officer, Mr. Rudolph Topoe, whose address is Congo Town, Monrovia, Montserrado County.

2. Purpose. The Authority, in the exercise of its lawful duties, has determined that the printing services of Contractor are necessary to the performance of its duties as the Republic of Liberia's fisheries regulatory body.

3. Term. This Agreement shall commence on June 3, 2022 and shall remain in full force and effect until December 31, 2022.

4. Termination.

- A. The Authority can terminate this Agreement without cause, upon ten (10) days prior written notice.
- B. Termination of this Agreement shall not relieve a party from its obligations incurred prior to the termination date. Upon early termination of this Agreement by the Authority, except in the case of a material breach by Contractor, the Authority shall pay all costs accrued by the Contractor as of the date of termination. In the event of termination, all work product prepared by the Contractor shall be immediately surrendered to the Authority.

5. Payments and Contract Price. No payment for delivery of any materials will be authorized until the following conditions (if applicable) have been met:

- A. The return to the appropriate Authority of all design/production materials furnished by the Authority developed by the Contractor for completion of a specific Authority job.
- B. The successful completion and delivery of all final production materials, including if applicable the delivery of the required number of samples, as listed in the purchase order or other approved requests.
- C. Submission of an itemized invoice for charges as agreed with the Authority.
- D. Payment under the contract shall be done on a framework basis; As and when the Authority needs, it procures the materials and make payment. However, the sum of the contract shall not exceed **US\$132,000 (One Hundred Thirty-Two Thousand United States Dollars)**. Payment shall be made in United States Dollars or its Liberian Dollars equivalent at the prevailing rate of the Central Bank of Liberia on the date of the issuance of the invoice.

6. Delivery date. It is the responsibility of the Contractor to notify the Authority at least seventy-two (72) hours before the delivery date if the scheduled delivery date cannot be met due to unforeseen circumstances. The Authority recognizes that situations may arise that affect the delivery after a commitment is issued. With some advance notice, it may be possible to make adjustments.

7. Alternate stocks. The Authority will consider substitutions for specified stocks, but only if they are equivalent or higher in grade. The Authority will make the final determination of the approval of alternate stocks. The Authority must be contacted before any substitutions are made if the specifications do not indicate an acceptable equivalent. The Authority may agree to a suitable substitution, but is not required to do so.

8. Production materials. Unless otherwise specified, all production materials will be sent upon requisition, by and through the Procurement Department. When production materials are sent later than specified, the Authority will request an adjusted turnaround (in number of working days)

comparable to that originally requested. *Work on, or processing of, production materials should not commence until the Authority's instruction is received through a purchase order or other forms of approval to be agreed upon.*

9. Final delivery of production materials. Final delivery of production materials must be made as agreed upon in the Authority's request.

10. Printing standards. The Authority may require proof of printing standards at the Contractor's plant or at its office when appropriate, with reasonable notice. Once a proof is accepted, this proof will be signed and dated by the Authority and used as the printing standard for the job in progress. When the quality of a job does not meet "printing standards" but time prohibits a reprint, the Authority reserves the right to negotiate a discounted bid price with the Contractor as compensation.

11. Printing specifications and bid documents. The parties agree that the Contractor's bid documents and associated "Printing Specifications" are incorporated herein. The parties further agree that in the event of any inconsistency between this Agreement and the Contractor's bid documents and associated "Printing Specifications," the terms of this Agreement shall be construed as final and binding.

12. Ownership of Work Product. All Deliverables (as defined herein) created by the Contractor for the Authority pursuant to this Agreement are the exclusive property of the Authority and are intended as "works made for hire" and Contractor disclaims any ownership interests therein. Contractor hereby irrevocably transfers and assigns any and all rights, titles and interests in and to all services, works and materials created, discovered, invented, procured, developed or prepared as part of this Agreement (the "Deliverables"), including without limitation, all copyrights, trade secrets, inventions (whether patentable or not), trademarks, and other intellectual property or proprietary rights in and to the Deliverables including all materials incorporated therein and all preliminary or other copies thereof. If for any reason any Deliverables may not, by operation of law, be considered works made for hire, Contractor hereby automatically assigns upon creation, without further consideration, the ownership of all such rights, titles, and interests to the Authority. The Authority has the right to alter, reproduce, and use the Deliverables as it sees fit. Contractor shall not use or reproduce the Deliverables unless specifically authorized by the Authority. Contractor represents and warrants to the Authority that the Deliverables will not violate or infringe a third party's intellectual or proprietary rights, and that no third party has an ownership interest in the Deliverables. In addition, Contractor agrees to execute any assignments or other documents reasonably requested by the Authority and to perform such other acts as the Authority may deem necessary to secure for the Authority or its designee the rights herein assigned. This work product provision shall survive any expiration or termination of this Agreement.

13. General Provisions

A. Amendments. Either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

B. Applicable Law. Both parties shall fully adhere to all applicable local and national law, including the tax law of the Republic of Liberia.

C. Assignment. Without prior written consent of the other party, neither party may assign this Agreement. This Agreement shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.

D. Availability of Funds. Payment by the Authority is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services, the printing job may be terminated by the Authority at the end of the period for which the funds are available. The Authority shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Authority in the event this provision is exercised, and the Authority shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Authority to terminate the printing job to acquire similar services from another party.

- E. **Entirety of Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- F. **Indemnification.** Contractor agrees to defend, indemnify and hold harmless the Authority and its public employees from any and all claims arising from this Agreement or related to this Agreement.
- G. **Interpretation.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the Republic of Liberia.
- H. **Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement.
- I. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- J. **Sovereign Immunity.** The Authority does not waive its sovereign or governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- M. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- N. **Work Available.** Contractor acknowledges that by signing this agreement the Authority does not guarantee that there will be any printing or publishing jobs available and that Contractor will not automatically be awarded any printing works.
- O. **Legal Authority.** Each party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant(s) that such person(s) have full authorization to execute this Agreement.
16. **Signatures.** In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the dates set out above, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

IN THE PRESENCE OF:

FOR THE AUTHORITY

Hon. Emma Motieh Glassco
DIRECTOR GENERAL

FOR THE CONTRACTOR:

Mr. Rudolph [Signature]
CHIEF EXECUTIVE OFFICER