

REPUBLIC OF LIBERIA  
MONTSERRADO COUNTY

## SERVICE CONTRACT

THIS SERVICE CONTRACT (the "Agreement") is made and entered into this 1<sup>st</sup> day of July, A. D., 2021 ("Effective Date") by and between the **National Fisheries & Aquaculture Authority (NFAA)**, an entity established and doing business under the laws of the Republic of Liberia, represented by its **Director General, Hon. Emma Metieh Glasco**, (known and referred to as the "SUBSCRIBER"), and the **Liberia Telecommunications Corporation (LIBTELCO)**, a Public Corporation created by an Act of the National Legislature to provide full wireless services, fix wireless desk and mobile phones, internet service and other related telecommunications services within the Republic, represented by its **Managing Director, Hon. Richmond Nagbe Tobii** ("SERVICE PROVIDER"),

### RECITALS

- A. SUBSCRIBER desires a wired and grounded uninterrupted connection with constant speed and reliability even during extreme weather conditions.
- B. SUBSCRIBER desires to acquire its own equipment on the Near-end.
- C. SERVICE PROVIDER is a telecommunications company, having the requisite specialization, knowledge, capacity and facility, and engages in the business of providing telecom network services within the Republic of Liberia.
- D. SERVICE PROVIDER desires and hereby warrants providing SUBSCRIBER with high quality fiber optic service with Service Level Agreement to provide prompt solutions in the events of breakdown in the system.

NOW THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth herein, the Parties agree as follows:

### ARTICLE 1

#### TERM OF AGREEMENT

SERVICE PROVIDER will provide fiber optic broadband internet service.

**Terms and Conditions:** WHEREAS, SERVICE PROVIDER has agreed to SUBSCRIBER request to provide **12Mbps Direct Fiber Internet Capacity and Link 3 Premium Package** (Internet Only) at monthly flat rate to Director General's Residence on terms and conditions hereinafter contained: on terms and conditions hereinafter contained:

- A. That the cost of **12Mbps Direct Fiber Internet Capacity** to SUBSCRIBER, at two (2) different locations, payable to SERVICE PROVIDER is US\$3,000.00 a month or US\$18,000.00 at total recurring cost six (6) months, payable monthly in advance.
- B. **Link-3 Premium Package (Internet Only)** pay as you go, at monthly flat rate to SUBSCRIBER, payable to SERVICE PROVIDER is US\$125.00 a month or US\$750.00 at total recurring cost for six (6) months, payable monthly in advance;
- C. That LIBTELCO negates the cost of the 4,500 meters of Dark Fiber to SUBSCRIBER, as SERVICE PROVIDER contribution to the National Budget;
- D. The cost for Maintenance and Security for 4,500 meters of Leased Dark Fiber to SUBSCRIBER, payable to SERVICE PROVIDER is US\$450.00 a month or US\$2,700.00 at total recurring cost for six (6) months, payable monthly in advance;
- E. That the cost for **Hardware Maintenance** to SUBSCRIBER, payable to SERVICE PROVIDER is US\$50.00 a month or US\$300.00 at total recurring cost for six (6) months, payable monthly in advance
- F. That the total amount payable to SERVICE PROVIDER by SUBSCRIBER will include a **Telecommunications GST Tax of 15%** payable monthly in advance.
- G. That the total amount payable to SERVICE PROVIDER by SUBSCRIBER will include a **Telecommunication Regulatory Charge of 3%** payable monthly in advance.

## ARTICLE 2 COMPENSATION

The Parties hereto have mutually agreed that the SUBSCRIBER shall pay to SERVICE PROVIDER as follows:

- A. **12Mbps Direct Fiber Internet Capacity** for Six (6) months period certain for 12Mbps Direct Fiber Internet Capacity, that is, from the 1<sup>st</sup> day of July A.D. 2021 up to and including the 31<sup>st</sup> day of December A.D. 2021, SUBSCRIBER shall pay, or cause to be paid to SERVICE PROVIDER, the sum of Three Thousand United States Dollars (US\$3,000.00) month or Eighteen Thousand United States Dollars (US\$18,000.00) at total recurring cost for six (6) months, payable monthly in advance.
- B. That **LIBTELCO** negates the cost of the 4,500 meters of Dark Fiber to SUBSCRIBER, as SERVICE PROVIDER contribution to the National Budget;
- C. The cost for Maintenance and Security for 4,500 meters of Leased Dark Fiber to SUBSCRIBER, payable to SERVICE PROVIDER is US\$450.00 a month or US\$2,700.00 at total recurring cost for six (6) months, payable monthly in advance;
- D. **Hardware Maintenance cost** the full sum of Fifty United States Dollars (US\$50.00) a month or Three Hundred United States Dollars (US\$300.00) at total recurring cost for six (6) months, payable monthly in advance;
- E. That the total amount payable to SERVICE PROVIDER by SUBSCRIBER will include a **Telecommunications GST Tax of 15%** payable quarterly in advance.
- F. That the total amount payable to SERVICE PROVIDER by SUBSCRIBER will include a **Telecommunication Regulatory Charge of 3%** payable quarterly in advance.

The invoice will be emailed to SUBSCRIBER the last week in the present month regarding payment as our payments are prepaid. All payments are expected to be made within five (5) to ten (10) working days upon the receipt of SERVICE PROVIDER's payment invoice.

That upon the failure of SUBSCRIBER to pay SERVICE PROVIDER's fee. The service shall be immediately disconnected after fifteen (15) days of notice, (from the date of notice) to SUBSCRIBER, and a fee of One Hundred United States Dollars (US\$100.00) will be charged for reconnection.

## ARTICLE 3 RENDITION OF SERVICE PROVIDER'S INVOICES

SUBSCRIBER shall pay SERVICE PROVIDER's fees upon the preparation of a statement of work done, substantiated by proper invoices or copies of backup documents approved by SUBSCRIBER. The statement shall be forwarded to SUBSCRIBER for approval prior to payment.

## ARTICLE 4 TERMS OF AGREEMENT AND TERMINATION

**4.1 Period of Agreement.** This Agreement is for the Term of Six (6) months period, certain for Service, that is, from the 1<sup>st</sup> day of July A.D. 2021 up to and including the 31<sup>st</sup> day of December A.D. 2021 with an option to renew on terms and conditions to be agreed upon by the parties.

**4.2 Amendment Policy.** This agreement may be amended or modified, in whole or in part, at anytime by the consent of the parties involved. Such amendment must be in writing, signed and dated by each party. No oral modifications or amendments shall be enforceable.

**4.3 Termination.** Either party may terminate this Agreement upon a 7-day written Notice to the other party. In the event of termination of this Agreement, due to fault of SERVICE PROVIDER, payment shall be forfeited for services not rendered or performed pursuant to the terms and conditions provided hereunder.

## ARTICLE 5 RESOLUTION OF DISPUTES

The parties mutually agree that any and all disputes or misunderstanding in the interpretation and implementation of any provision of this Agreement shall be resolved by means of mutual discussion. However, if no agreement is reached on this first attempt, then, the aggrieved party may seek resolution by means of arbitration. The parties specifically agree that whenever arbitration is sought, the arbitrators' findings and decisions shall be conclusive, final, binding and enforceable in a competent court of jurisdiction within the Philippines.

further agree that arbitration, pursuant to the terms of this Agreement shall be the sole and exclusive remedy available to them and no suit at law or in equity based on or growing out of this Agreement shall be instituted by either party except to enforce the decision of the board of arbitrators which shall comprise three members. Each party shall appoint its representative to the board of arbitrators and the two representatives so appointed shall appoint a neutral person to serve as chairman to preside and shall have the power to break a tie in the event of a deadlock in the decision making process.

#### **ARTICLE 6 CONFIDENTIALITY**

The parties recognize and acknowledge that SERVICE PROVIDER may have access to certain privileged information incident to the implementation of this Agreement, such as records and data of SUBSCRIBER and its clients on on-going works and other contractual undertakings, research materials and records of operational strategies. SERVICE PROVIDER agrees and covenants that it will treat such Information as confidential information, and will not disclose same to third party (ies) nor duplicate any part thereof for the purpose of disclosure unless such information becomes generally known to the public through no fault of SERVICE PROVIDER.

#### **ARTICLE 7 FORCE MAJEURE**

The parties mutually agree that in the event of Force Majeure, this Service Contract shall be automatically suspended. Force Majeure as used herein is defined as any event beyond the reasonable control of either of the parties, including, but not limited to acts of God, flood, storm, lightning, fire, elements of war, civil commotion, armed incursions and armed insurrections, or any extraordinary occurrences which the parties could not have reasonably anticipated or could not have been expected to prevent or control. It is further agreed that in the event that the Force Majeure condition or situation shall exist for a period of seven (7) days or more, at any time during the Term of this Service Contract, either party may terminate this Contract.

#### **ARTICLE 8 TAXES**

It is hereby mutually agreed and understood by the Parties hereto that payment shall be made without any deduction of taxes unless the SUBSCRIBER is required under the laws of Liberia to make such deduction or is exempted from paying tax within Liberia. The exempt SUBSCRIBER is obligated to present all necessary receipts or documents of tax exemption to SERVICE PROVIDER. The failure of SUBSCRIBER to furnish SERVICE PROVIDER with the Ministry of Finance tax clearance and proof of non-tax payment, SUBSCRIBER shall pay or cause to be paid to SERVICE PROVIDER taxes levy or imposed by the Government of Liberia or subdivision and /or an agency for the life of this Agreement. In the event that the taxes imposed by the Government on service charges or performance of the service are revised by Government, the SUBSCRIBER shall be responsible to pay or caused to be paid the difference, whether surplus or loss. In any event, the SUBSCRIBER shall be the Party responsible for the tax liabilities and the subsequent remittance to the relevant tax office and shall bear the penalty for any non-compliance. The SUBSCRIBER shall alert the SERVICE PROVIDER on the tax obligations. Payment due under this Contract shall be made without set-off or counterclaim of any obligation of whatsoever nature, if any, owed by SERVICE PROVIDER to the SUBSCRIBER.

#### **ARTICLE 9**

##### **NOTICE**

Any notice or other communications required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at their addresses specified below or to such other addresses of which a party shall have notified the others in accordance with the provisions of this Article 9:

**In the case of SUBSCRIBER, to:**

**Director General**

**National Fisheries & Aquaculture Authority (NFAA)**

Monrovia, Liberia

**In the case of the SERVICE PROVIDER, to:**

**The Managing Director**

**Liberia Telecommunications Corporation (LIBTELCO).**

**Lynch & Broad Streets**

**Monrovia, Liberia**

## ARTICLE 10 GOVERNING LAW

This Agreement shall be construed in accordance with and governed for all purposes by the laws of Liberia.

## DISCLAIMER

Generally, Internet users are not monitored and may download or upload contents that are restricted without permission.

SUBSCRIBER agree that SERVICE PROVIDER internet services are acting as passive conduit for would be internet users without the obligation to monitor contents upload or download by SUBSCRIBER or other users, and may allow or link SUBSCRIBER to restricted resources and business websites or internet pages. However, SERVICE PROVIDER internet services are not intended for use which would be contrary to the laws of any jurisdiction, and by the use of these services, SUBSCRIBER agree to be legally bound by the "Terms" or "Terms of Use" contained therein.

By the use of SERVICE PROVIDER internet services, SUBSCRIBER agree to refrain from the unauthorized use of trademarks, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction displayed on the internet or the upload or download of contents that will infringe anyone's right or breach of any law or regulation which include convention treaties that are strictly prohibited.

SERVICE PROVIDER shall not incur or accept any liability or damages direct or indirect or be held responsible for the unauthorized use of prohibited sites or contents by users of the internet. The use of unauthorized sites or upload and download of restricted contents or violation of any law or regulation by the use of SERVICE PROVIDER internet services is at the risk of the User and the User shall incur all liabilities or be held responsible for damages therein.

## ARTICLE 11 BINDING EFFECT

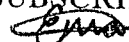
The terms and conditions set forth in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors-in-business, legal representatives, and assigns as if they were personally named herein.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their signatures in the City of Monrovia, this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 2021.

IN THE PRESENCE OF:

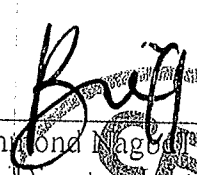


FOR THE SUBSCRIBER



Hon. Emma Metieh Glassco  
Director General, NAFAA

FOR THE SERVICE PROVIDER

  
Hon. Richmond Nagbe Jobii  
Managing Director, LITELOO

\$5.00 revenue stamp affixed to the original.

