

REPUBLIC OF LIBERIA
MONTSERRADO COUNTY)

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT is made and entered into this 7th day of January A.D. 2022, by and between the **National Fisheries and Aquaculture Authority (NaFAA)**, 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, (hereafter known and referred to as the **Authority**) and **Gbaintor Law Firm**, represented by its Managing Partner, Counsellor William A. N. Gbaintor, a Liberian Law Firm and a Liberian lawyer and legal expert residing in the City of Monrovia, County and Republic aforesaid, (hereinafter known and referred as the **Consultant**). The Authority and the Consultant are also hereinafter collectively known and referred to as the "**Parties**", hereby:

WITNESSETH:

WHEREAS, the Authority desires to contract the services of a qualified Liberian legal expert to provide the services specified in the scope of performance herein enumerated;

WHEREAS, the Consultant represents and warrants that it has the requisite experience, qualifications, expertise, technical knowledge, ability and tracks record to perform in accordance with scope of performance of this contract and it is willing and ready to perform the services required by the Authority, and

WHEREAS, both Authority and Consultant agree to work in synergy to achieve their common business interest and to execute this agreement in good faith.

NOW THEREFORE, for and in consideration of the mutual promises exchanged and agreements herein contained, the parties hereby agree as follows, to wit:

Article I - Award

The Authority hereby agrees to and by these presents does award this professional service contract to the consultant to carry out specified legal services for the authority in accordance with the scope of performance herein specified in Article II of this contract and approved by the Authority.

Article II - Scope of Performance

It is mutually agreed and understood by the parties that for and in consideration of the payments to be made hereunder by the Authority, the Consultant agrees to perform legal services for the Authority, to include but not limited to:

1. Provide legal advice on any and all legal issues and assist in the drafting of legal opinions, memoranda and all other legal documents;
2. Will review and/or draft every contract document as required;
3. Review legal aspects of NAFAA project lending, funding and financing proposals and agreements;
4. Draw up formalities regarding the settlement of disputes and monitor implementation of the legal clauses;
5. Upon request, the firm will represent NaFAA in litigation. It being agreed and understood that NaFAA will underwrite all court related and incidental fees;
6. Draft and/or review policies and procedures (when and where necessary);
7. Provide all other legal services as may be requested by NAFAA from time to time and taking into consideration the timeliness of these requests;

Article III - Term/Duration

It is mutually agreed and understood by the Parties hereto that this agreement is for a term/duration of Twelve (12) months certain, commencing from the 7th day of January A.D. 2022, up to and including the 31st day of December, A. D. 2022. The Parties may choose to renew this contract at the expiration of the certain period upon terms and conditions to be agreed.

Article IV - Contract Price and Payment

It is mutually agreed and understood by the Parties hereto that for and in consideration of all of the services to be provided by the consultant to the Authority, as specified in Article I - Scope of Performance - the Authority shall pay or cause to be paid to the Consultant, the amount of **Three Thousand United States Dollars (US\$3,000.00)** monthly within the first week of each succeeding month of the certain period of twelve (12) months.

It is also mutually agreed and understood that the Authority will reimburse the Consultant for all reasonable, direct and proper out-of-pocket costs and expenses incurred in handling legal matters on its behalf. The amount of all such cost and expenses will be agreed upon prior to any such amount being incurred. These amounts include but not limited to cost of filing, stamps, notarization, transportation outside of Monrovia, and other court related costs.

Article V - Payment of Taxes and Duties

In keeping with section 905(e) of the Revenue Act of Liberia of 2000, the withholding agent being the Authority shall withhold ten percent (10%) of every payment made to the Consultant to be remitted to the Government of Liberia Revenue Account (LRA) as income tax payment on behalf of the Consultant.

Article VI - Relationship of the Parties

It is mutually agreed and understood by the parties hereto that the Consultant is an independent contractor and that this professional service contract in no way or form creates an employer-employee relationship between the Authority and the Consultant. The Consultant shall continue to be independently responsible for his obligations and no obligation may be transferred to the Authority by virtue of this contract.

It is mutually agreed and understood by the parties that the Consultant shall not undertake the representation of any party whose interest are averse to those of the Authority during the full period of this contract.

It is also mutually agreed and understood by the Parties hereto that the Authority shall have the right to retain the services of other legal counsels, within and without Liberia, from time to time during the full period of this Contract. This contract does not in any way give the Consultant exclusive right, and the Authority may request the Consultant to associate with other firms and/or lawyers representing the Authority or to jointly represent the Authority in conjunction with other counsels from time to time.

Article VII - Assignment


It is mutually agreed and understood by the Parties that the Consultant shall not be allowed to sub-contract or assign any part or the whole of this contract to any person(s), whether natural or legal, unless with the prior written consent of the Authority.

Article VIII - Notice of Termination

It is mutually agreed and understood by the Parties that either the Authority or the consultant may elect to terminate this Contract at any time, with or without cause and without further obligations, save the payment on the basis of *quantum meruit* for the period actually covered and services rendered. On the termination of this Contract, the Consultant shall promptly deliver all files and documents relating to the Authority, which the Consultant has in its possession. The Authority shall pay all documented and approved indebtedness to the consultant only upon the complete return of all files and documents belonging to the Authority.

Article IX – Confidentiality

It is hereby agreed and understood by the Parties that the Consultant shall treat all information, whether written or oral acquired, whether direct or indirectly, as a result of the relationship established by this Contract as **“CONFIDENTIAL INFORMATION”**.



The Consultant shall not disclose or publish any such confidential information to any individual or group without the prior written consent and approval of the Authority. The Consultant shall further treat all information acquired by virtue of this Contract under the attorney-client privilege.

Article X - Force Majeure

In the event of force majeure, the Parties mutually agree that this Contract shall be suspended until such period of force majeure is abated and normal conditions are restored.

Force majeure is herein defined as natural disasters, acts of God, War, Civil disturbances or other events beyond the Parties control that may hinder, delay or make impossible performance of this Contract. Whatever times is lost as a result of force majeure shall be added to the life of this Contract, given that the Authority is promptly informed through documentary evidence of the force majeure circumstances.

Article XI - Governing Law

It is mutually agreed and understood by the Parties hereto that the law governing this Professional Services Contract shall be the Laws of the Republic of Liberia.

Article XII - Modification

This instrument contains the whole agreement between the parties hereto and no other terms, obligations, covenants or conditions other than those set forth herein shall be binding on the Parties. No modification or verification hereof shall be valid unless it is expressly agreed and approved by the parties. This contract supersedes all other communication either written or oral in connection with the Contract.

Article XIII - Waivers

The failure of either of the Parties hereto to insist upon strict performance of any of the covenants and conditions of this Contract in any one or more instances shall not be construed and will not be construed as waiver or relinquishment of such conditions or covenants, but same shall remain in full force and effect.

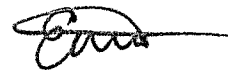
Article XIV - Binding Effects

It is hereby expressly agreed and understood by the Parties that the terms and conditions herein contained shall be binding upon the parties hereto, their heirs, administration, executors, legal representatives, successor-in-business and assigns as though they were herein mentioned by names.

IN WITNESS WHEREOF, the parties hereto have executed and acknowledge this instrument on the day and dates first above written.

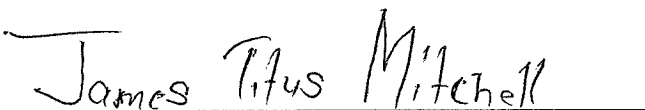
IN THE PRESENCE OF:

FOR THE AUTHORITY:



Hon. Emma Metieh Glassco
DIRECTOR GENERAL

FOR THE CONSULTANT:




Cllr. William A. N. Gbaintor
GBAINTOR LAW FIRM