

REPUBLIC OF LIBERIA  
MONTSERRADO COUNTY

## **CONTRACTUAL AGREEMENT**

THIS CONTRACTUAL AGREEMENT is made and entered into this 1st day of January A.D. 2025 by and between the Liberia Extractive Industries Transparency Initiative, represented by its Authorized Officer, the head of the LEITI Secretariat, **Hon. Jeffrey N. Yates**, of the City of Monrovia, County of Montserrado, Republic of Liberia, ("hereinafter known and referred to as CLIENT") and **Blue Seas Web Designs**, represented by its Authorized Officer, General Manager, **Godwin Ilos** of the City of Monrovia, Montserrado County, Republic of Liberia, aforesaid ("hereinafter known and referred to as SERVICE PROVIDER").

### **WITNESSETH**

WHEREAS, the Liberia Extractive Industries Transparency Initiative herein referred to as "CLIENT" has evaluated **BlueSeas Web Designs**, herein referred to as ("SERVICE PROVIDER") under the RFQ method and has benefited from the services of **Blue Seas Web Designs** and which to enter an agreement with it for the hosting of the CLIENT website, email messaging platform and maintenance.

WHEREAS, **Blue Seas Web Designs**, herein referred to as "SERVICE PROVIDER" is an entity organized and existing under the laws of the Republic of Liberia to do business in the Republic of Liberia.

WHEREAS, **Blue Seas Web Designs**, herein referred to as ("SERVICE PROVIDER") has agreed to perform the services requested by the Liberia Extractive Industries Transparency Initiative.

NOW THEREFORE, with the view of realizing this Contractual Agreement, the parties hereto covenant and mutually agree to the following terms and conditions:

### **ARTICLE I - SCOPE OF WORK**

**Blue Seas Web Designs** has agreed to provide services for the hosting and maintenance of the CLIENT website, and provision of email messaging platform; and shall in addition provide the CLIENT with a Robust Technical Support Team (RTST) which shall always be ready to remedy or rectify all technical problems that may arise relating to the CLIENT website during the life of this agreement.

### **ARTICLE II - COST**

It is mutually understood and agreed by both parties hereto that the total cost of this contract value as per procurement process is **USD2,077.92 (Two Thousand Seventy-**

**Seven United State dollars Ninety-Two Cents)** and shall be the bi-annual cost of the hosting service for the period January 1, 2025 to December 31, 2026.

### Article III - MODE OF BILLING & PAYMENT TERM

It is mutually understood and agreed by parties hereto that the cost of this Contractual Agreement as specified in article two (2) herein above in respect of the services SHALL BE MADE AS **January 2025 payment of USD.002,077.92 (Two Thousand Seventy-Seven United State dollars Ninety-Two Cents)** which represents the payment of hosting services for year 2025 and 2026 respectively.

### ARTICLE IV - DURATION

It is faithfully agreed that all parties shall fulfill their respective obligations under the terms of this Contractual Agreement for a complete period commencing from the 1<sup>st</sup> day of January 2025 to December 31, 2026 A.D.

That upon the expiration of the contractual period herein granted, this Agreement may have an optional extension at terms and conditions to be agreed upon.

### ARTICLE V - OBLIGATION OF PARTIES

It is mutually understood and agreed by both parties that CLIENT shall pre-pay the services for the hosting of the LEITI website, email messaging platform during the life of this agreement;

It is agreed by both parties that CLIENT shall pay to the SERVICE PROVIDER (**Blue Seas Web Designs**) a lump sum payment in settlement of the consideration agreed to by the parties and shall be paid annually stated in Article II;

It is mutually understood and agreed by both parties that **Blue Seas Web Designs** shall submit to LEITI payment request base on deliverables for hosting services annually;

It is faithfully agreed that all parties shall fulfill their respective obligations and shall perform their duty, function, and responsibilities herein contained in this agreement. In the event that a party fails to perform its duty, function or responsibility, the affected party shall notify the party who has failed to perform in writing for the first failure and where not addressed within one (2) weeks, the affected party shall have the right to automatically terminate this agreement and institute legal action against said party for breach of contract and the cost of litigation, including legal fees, shall be undertaken by the breaching party;

It is further agreed by both parties that any information or communication to either party under this contract shall be in writing and served on the party in person, email or at its business office.

#### **ARTICLE VI - MODIFICATION**

It is mutually agreed by the parties that either party may request changes to this Memorandum of Understanding. Any changes, modifications, revisions or amendments to this Memorandum of Understanding which are mutually agreed upon by and between the parties shall be incorporated by written instrument, and effective when executed and signed by the parties.

#### **ARTICLE VII - TERMINATION**

It is mutually agreed by both parties that either party may terminate this agreement by giving the other party 30 days' notice but that the terminating party shall bear all expenses incurred by the other party as a result of the termination unless the termination is as a result of a breach of contract.

#### **ARTICLE VIII - FORCE MAJEURE**

It is also agreed and understood by the parties hereto that in the event of hostilities including civil disturbance, natural disaster or an act beyond the control of either party that prevents either party from performing their obligations under this Contract, it shall be construed as force majeure. The effect of such event shall be the suspension of the obligations of each party until the cessation of the event construed as a force majeure.

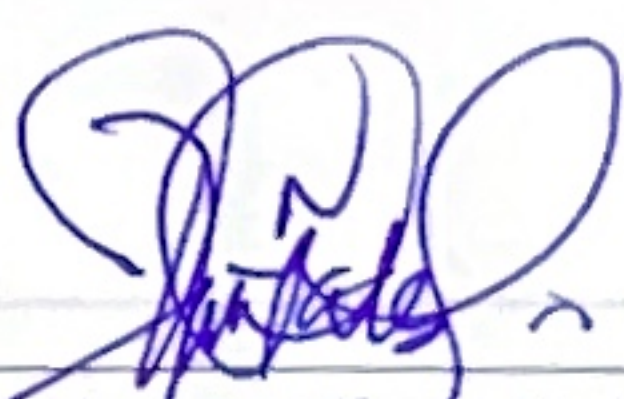
This CONTRACTUAL AGREEMENT is binding on the PARTIES, THEIR Representatives, heirs, Assigns, Successors-IN-OFFICE as if they were specifically named herein.

**IN WITNESS WHEREFORE**, the parties  
Hereunder have affixed their signatures to  
This CONTRACT on this 1st Day of  
January A.D. 2025.

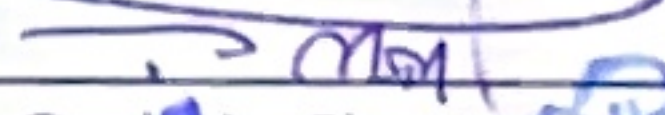
IN THE PRESENCE OF:

James S. Ketch, Jr.

Kou Gbahrn

  
\_\_\_\_\_  
Hon. Jeffrey N. Yates  
Head of LEITI Secretariat  
CLIENT

01/09/2025

  
\_\_\_\_\_  
Godwin Ilos  
General Manager  
SERVICE PROVIDER