

REPUBLIC OF LIBERIA}
MONTSERRADO COUNTY}

MEMORANDUM OF UNDERSTANDING (MOU)

This **MEMORANDUM OF UNDERSTANDING**, herein after referred to as **“CONTRACTUAL AGREEMENT”** is hereby entered into on January 2, A.D. 2026 between Leroy Leeleh, residence of Soul Clinic Community, Paynesville City, Monrovia, Liberia, herein after referred to as **“CONSULTANT”** and the **NATIONAL TRANSIT AUTHORITY**, a corporate entity solely owned and managed by the Government of Liberia, located on the Japan Freeway in the Township of Gardnerville, Montserrado County, Republic of Liberia, hereinafter known and referred to as the **“ENTITY”**, represented by its **Managing Director, Hon. Edmund F. Forh**.

WITNESSETH:

WHEREAS, the Consultant has satisfactory earned a Master of Science degree in Road and Transportation Engineering from KWAME NKRUMAH University of Science and Technology and he is competent and qualify for said **“CONSULTANCY”**.

WHEREAS, the Consultant residing in soul clinic community, Paynesville City, Monrovia, Liberia has agreed to provide Engineering Consultancy and supervision to the newly to be constructed Corporate Administrative building of the National Transit Authority;

WHEREAS, the Consultant indicates that he has the capacity to provide this service for the National Transit Authority and, in fact, has a great deal of experience in this service;

WHEREAS, the Consultant has expressed his willingness to be contracted by the Entity and the Entity hereby contract the Consultant to provide Engineering Consultancy for the to be newly constructed Corporate Administrative building of the National Transit Authority.

WHEREAS, the Consultant and Entity have agreed that, the Consultant should have the responsibility to meet with senior Management to understand the to review the plan of the proposed newly Corporate Administrative building.

WHEREAS, the Consultant and Entity have agreed that, the Consultant will evaluate the work at every level of the newly corporate administrative building of the National Transit Authority and report to management for forward decision.

WHEREAS, the Consultant and Entity have agreed that, the Consultant can request for additional information from Management for the purpose of the consultancy and have a complete supervision.

NOW, THEREFORE, in consideration of the matters described in the preamble and of the mutual agreement and obligations set forth in this Contract, the parties agree as follow:

That the Entity shall pay the Consultant a Monthly Service fee of **EIGHT HUNDRED UNITED STATES DOLLARS (US\$800.00)**, OR ITS LIBERIAN DOLLARS EQUIVALENT AT THE PREVAILING CENTRAL BANK OF LIBERIA’S RATE AT THE TIME OF PAYMENT. However, justification documentation for tasks undertaken monthly by the consultant shall be submitted to the Entity and copy shared with Entity’s Finance Section to process payment. Thus, the total Consultancy Fee is **FIVE THOUSAND SIX HUNDRED UNITED STATES DOLLARS (US\$5,600.00)**, OR ITS LIBERIAN DOLLARS EQUIVALENT AT THE PREVAILING CENTRAL BANK OF LIBERIA’S RATE AT THE TIME OF PAYMENT.

This Consultancy Contract takes effect January 2, 2026 and expires on July 31, 2026, with option to renew. The Contract duration is seven (7) months.

That the Parties understand and agree that during the life of this Consultancy Contract (January 2, 2026 to July 31, 2026), applicable taxes associated with the monthly value of the Contract (US\$800.00) shall be withheld by the Entity and remitted to the **APPROPRIATE REVENUE**



AUTHORITY OF THE GOVERNMENT OF LIBERIA and a flag receipt obtained therefrom shall be given to the Consultant by the Client, as evidence of the Consultant's payment of the appropriate tax.

It is mutually understood and agreed by the Contracting Parties herein that failing on an amicable settlement, all disputes arising out of this Consultancy Service Contract shall be submitted to Arbitration in accordance with chapter 64. ARBITRATION, Title 1, Liberia Code of Laws Revised.

It is also mutually understood and agreed by the Contracting Parties that either party reserves the right to terminate this contract for cause, upon the aggrieved party serving thirty (30) days written advance notice on the other party. Also, both parties shall maintain the confidentiality of all financial information shared during this engagement.

In the event of force majeure, the Parties hereto mutually agree that the performance of this Contract shall be suspended until normal conditions are restored.

- a) Force majeure is herein defined as natural disasters, acts of God, war, civil disturbances which shall hinder, delay or make impossible the performance of this Contract.
- b) Any time which may be lost due to the occurrence of force majeure shall be added to the remaining time of the contract.

The Parties agreed that the governing law of this Legal Service Contract shall be the Laws of the Republic of Liberia.

This instrument contains the entirety of the agreement between the Parties hereto and it is intended to be the complete and exclusive statement of the terms and conditions of this Consultancy Service Contract. There are no other agreements or understanding(s), [oral or written], between the Parties in respect of transaction. No modification or verification hereof shall be valid unless the same is expressly agreed to and approved by the contracting Parties in writing. This Contract supersedes all other communications, oral or written, in connection with this Consultancy Service Contract.

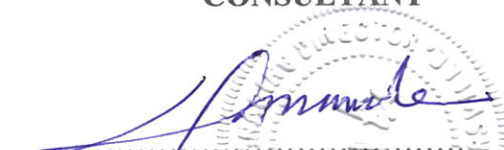
This Consultancy Service Contract shall be binding on the Parties, their heirs, administrators, executors, legal representatives, successors-in-office and assigns as though they were herein mentioned by names.

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this instrument and affixed our names and signatures on this ____ day of January, A. D. 2026.

Representing the Consultant
Soul Clinic Community, Paynesville City
Monrovia, Liberia


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Leroy Leeleh MSc
CONSULTANT

Representing the Client
National Transit Authority (NTA)
Japan Drive, Gardnersville, Liberia


.....
Hon. Edmund Forh Forh
MANAGING DIRECTOR [NTA]

Executed at Monrovia On the

In two (2) original copies.

The Consultant: Leroy Leeleh MSc

The Entity: NATIONAL TRANSIT AUTHORITY