

TRANSPORTATION CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT is made and entered into on this 2nd day of January A.D 2026, by and between The African Methodist Episcopal Zion University (AMEZU) located at 166 Benson Street represented by its President, Rev. Emmanuel F. Johnson, I, PhD of the city Monrovia, Republic of Liberia, hereafter and referred to as the "PARTY OF THE FIRST PART" and the National Transit Authority, a Public Corporation, owned by the Government of Liberia, represented by its Managing Director, Hon. Edmund Forh Forh, located on the Japan Freeway of the Township of Gardnersville, County of Montserrado, hereinafter known and referred to as the "PARTY OF THE SECOND PART" hereby.

WITNESSETH

WHEREAS, the PARTY OF THE SECOND PART is a Government Agency, organized and existing under the laws of the Republic of Liberia to provide transportation services in the Republic of Liberia;

WHEREAS, the PARTY OF THE FIRST PART has obtained funding to secure the services of the PARTY OF THE SECOND PART, to provide transportation services as enumerated herein below;

WHEREAS, the PARTY OF THE FIRST PART, has desired to hire the PARTY OF THE SECOND PART, to provide transportation services using two (2) of its buses as enumerated in Article One (1) herein below and has expressed its willingness to enter into this agreement consistent with the terms and conditions herein stated;

WHEREAS, the PARTY OF THE SECOND PART has accepted to provide transportation Services with two (2) of its buses as enumerated in Article one (1) of this agreement, and has also expressed its desire to enter into this Contractual Agreement with PARTY OF THE FIRST PART, consistent with terms and conditions stated herein;

WHEREAS, the PARTY OF THE FIRST PART shall request additional buses from PARTY OF THE SECOND PART, with additional fees and cost, as the need arises.

NOW THEREFORE, The PARTIES hereto, in view of realizing and putting into effect this Contractual Agreement, covenant and mutually agreed to the following terms and conditions:

ARTICLE I – SCOPE OF WORK

It is mutually agreed to by the PARTIES that the scope of performance and the nature of the work required by the PARTY OF THE SECOND PART shall include the following:

1. To provide two (2) buses for transportation services for the PARTY OF THE FIRST PART, on behalf of students and some employees that are under the supervision of the PARTY OF THE FIRST PART.
2. The PARTY OF THE FIRST PART is allowed and to only use the two (2) contracted buses from Benson Street, along the route to Monrovia, commuted to the campuses of the PARTY OF THE FIRST after the PO-River Bridge and back to Monrovia.
3. The pickup time from the 166 Benson Street office/campuses is at 6:45am daily, and the pickup time from the PO-River campuses is at 4:30pm daily.
4. That the PARTY OF THE FIERST PART is allowed to make two (2) trips daily with the contracted buses to and fro the locations indicated herein this Agreement. That is to say, one (1) trip in the Morning and one (1) trip in the evening.
5. That the days of services of the two (2) contracted buses are from Monday to Saturday, excluding Sundays and holidays.
6. That the PARTY OF THE FIRST PART is to incur additional cost to the PARTY OF THE SECOND PART in the amount that will be agreed by both parties, if and only the PARTY OF THE FIRST PART intends to use the two contracted buses for any of those excluding days.

ARTICLE II - COST

It is mutually agreed by the PARTIES that the cost of this Contractual Agreement shall be **US\$90.00 (Ninety United States Dollars)** each day per bus, multiply by Twenty-Six (26) days, shall be equivalent to **US\$2,340.00 (Two Thousand Three Hundred Forty United States Dollars)**. The amount of **US\$4,680.00 (Four Thousand Six Hundred Eighty United States Dollars)** monthly

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for two (2) buses; which include all services to be rendered as specified in article one (1) above; when multiply by four (4) months, the total cost shall be summed up to **US\$18,720.00 (Eighteen Thousand Seven Hundred Twenty United States Dollars)**.

ARTICLE III - PAYMENT TERMS

It is mutually agreed and understood by the parties that the total cost of two contracted buses shall be **US\$18,720.00 (Eighteen Thousand Seven Hundred Twenty United States Dollars)** and shall be paid by stipulation in the amount of **Four Thousand, Six Hundred Eighty United States Dollars (US\$4,680.00)** per month for the two buses before the commencement of the transportation services. All payments shall be made by check payable to the National Transit Authority (NTA) as so desire.

ARTICLE IV - DURATION

It is mutually agreed and understood by both parties that this Contractual Agreement shall remain in full effect for a period of four (4) months, commencing from January 5, 2026 up to May 4, 2026

ARTICLE V – OBLIGATION OF THE PARTY OF THE SECOND PART

It is mutually agreed and understood by both parties that PARTY OF THE FIRST PART shall deduct the cost of services not provided for at any given time;

It is agreed by both parties that the PARTY OF THE SECOND PART shall immediately notify the PARTY OF THE FIRST PART of the date and time of any delay/cancellation and or reschedule of transportation services.

ARTICLE VI – OBLIGATION OF PARTIES

It is mutually agreed that all parties shall fulfill their respective obligations under the terms and conditions of this contractual agreement; it is further agreed by both parties that failure by either party to perform its duty(ies), function(s) and responsibility(ies) herein contained in this Agreement, the affected party shall notify the concern party in writing for the first time and where not addressed by the concerned party within one week of notification, the affected party shall have the right to institute legal action against said party for Breach of Contract or duty in accordance with the Laws of Liberia, and the cost of litigation including legal fees shall be undertaken by the affected party. It is mutually agreed by both parties that any information or communication to either party under this contractual agreement shall be in writing and served on the party in person or at its business office.

ARTICLE VII – DISPUTE SETTLEMENT

The parties shall make every effort to amicably resolve any disagreement or dispute arising between them under or in connection with this contractual agreement. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing specifying the nature of the disagreement or dispute, and shall provide such information about the disagreement or dispute as the other party may reasonably require. If the parties are unable to amicably resolve the disagreement or dispute, either party may initiate the appropriate court action, and the courts of the Republic of Liberia shall acquire jurisdiction.

ARTICLE VIII – GOVERNMENT LAW

The laws of the Republic of Liberia shall govern this Contractual Agreement.

ARTICLE IX – FORCE MAJEURE

A party shall not be liable for any failure of or delay in the performance of this Contractual Agreement for the period that such failure or delay is due to an event of Force Majeure. The term "Force Majeure" as used in this Contractual Agreement shall mean acts of God, war, nationwide strikes or labor disputes, embargoes, blockades, revolutions, riots, civil commotions, fires, explosions, earthquakes, or any other natural disasters, or public health emergencies, provided any such cause was not within the reasonable control of the Party claiming the benefit of Force Majeure and could not have been avoided or overcome by such Party through the exercise of due diligence. In the event of force majeure, the contract shall be suspended for the duration of the force majeure.

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ARTICLE X – MODIFICATION

It is further agreed by both parties that there shall be no modification of this Contractual Agreement unless otherwise agreed upon by both parties or on account of increase or changes in the scope of work, and in such case the time limitation herein shall be enlarged or decreased as may be agreed upon by both parties in writing.

ARTICLE XI – TERMINATION

The parties agreed that failure on the part of the PARTY OF THE SECOND PART to provide adequate transportation services as specified in articles one (1) and six (6) herein above, the PARTY OF THE FIRST PART shall terminate the Contractual Agreement;

The parties agreed that during the term of this Contractual Agreement, either party may terminate the contract by giving the party at least fifteen (15) days' written notice. The terms and conditions stated above constitute the agreement between the parties stated in the preamble. Hence, no statement, promises, and inducements made by any other party or agent or any party that is not contained in this agreement shall be valid or binding. The terms and conditions herein contained shall also be binding upon the parties hereto, their heirs, Administrators, executors, legal representatives, successors-in-business, 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.

IN THE PRESENCE OF/ WITNESSES:


Rev. Emmanuel Farecca Johnson, I, Ph.D
President, AMEZU
PARTY OF THE FIRST PART


Hon. Edmund Forh Forh
Managing Director/NTA
PARTY OF THE SECOND PART