



**VOLUME I: CONTRACT – INFIRMARY SERVICES SEPTEMBER 2020 / JULY 2021**

**THIS CONTRACT IS ENTERED INTO BETWEEN:**

- XXXXXXXXXXXXXXXX hereinafter called the "**SERVICE PROVIDER**"

**AND**

- **Lycee Louis Massignon**, having its address at P.O. BOX 2314 - ABU DHABI hereinafter called the "**CLIENT**",

For the purposes of the transport of the School's students and staff, hereinafter called "**SERVICE PROVIDER**".

- Whereas, the CLIENT requires the performance of the INFIRMARY SERVICES (or the SERVICES) at its premises located in Abu Dhabi,
- Whereas, the SERVICE PROVIDER declares it is qualified, able and willing to carry out this responsibility as per the terms, provisions and conditions herein contained,
- Now, therefore, in consideration thereof, and in view of the mutual covenants and agreements, the CLIENT and the SERVICE PROVIDER agree as follows:



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**I. DESCRIPTION OF THE SERVICES**

The SERVICE PROVIDER shall provide the INFIRMARY SERVICES for the CLIENT all along the academic year in accordance with the school calendar annexed to Volume II hereof.

The quality of the SERVICES and other obligations / requirement is fully detailed in the Volume II of this CONTRACT which is fully enforceable as Scope of Services and Specifications.

**II. INSURANCE**

The SERVICE PROVIDER may be held responsible only as part of the performance of the SERVICES provided for in Volume II of the CONTRACT.

The SERVICE PROVIDER undertakes:

- To take a medical malpractice insurance and nurses licenses.
- To take up an assurance coverage with a company of sound financial standing to cover his Third-Party Liability and in particular all the employees should cover proper insurance. The SERVICE PROVIDER shall provide as part of his obligations a written certificate of insurance to the CLIENT.
- To settle regularly his insurance premiums and give evidence thereof as part of his obligations.
- To indemnify the CLIENT for any loss, damage or claim that it may suffer from the provision of SERVICE PROVIDER services.

Tenderers shall indicate in their offer the minimum amount covered for each required coverage.



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**III. THE PRICE**

The prices of the SERVICES are deemed inclusive of all obligations described in Volume II hereof and shall be as follows:

- A fixed price per services covering the INFIRMARY SERVICES as well as all the obligations described in Specification in Volume II.
- In certain cases described in Specification of Volume II, an hourly, daily or other rates,
- The rates are defined in Annex I of the CONTRACT

The above prices shall be valid and applicable for the term of the CONTRACT (i.e. one academic year), fixed and non-revisable.

VAT is 5% applicable on the CONTRACT. This VAT rate will adhere to any change in the Law.

The minimum price of the CONTRACT is not guaranteed by the CLIENT and the SERVICE PROVIDER waives all claims against the CLIENT related thereto.

In addition to the above SERVICE PROVIDER will proportionate:

- 1- For the clinic of the school using SERVICE PROVIDER pharmacy:
  - 5% discount for medicine
  - 10% for consumables
- 2- For the LLM staff and their families:
  - 20% for consultation
  - 10% for Radiology and X-ray
- 3- Upon request, an ambulance for emergency can be provided by SERVICE PROVIDER for a service charge of xxx AED inside Abu Dhabi.

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**IV. TERMS OF PAYMENT**

**4.1 INVOICING**

The SERVICE PROVIDER shall send on a monthly basis a statement of the infirmary services made during the previous month for CLIENT prior approval.

The invoicing based on the above approved statement shall be detailed and clearly show the details of the services performed by SERVICE PROVIDER and comply with all legal aspects in particular but not limited to VAT regulations.

**4.2 PAYMENT**

The payment shall be made according to the accounting rules of the CLIENT.

The invoices for payment shall be made in one original copy containing the following information:

- The name and address of the SERVICE PROVIDER,
- The bank account IBAN number,
- The performed service,
- The amount of the service excluding the tax,
- The applicable VAT,
- The price of ancillary benefits
- The invoice date

In case of renewal of the CONTRACT, the evolution of the rates may intervene and shall be made according to the evolution of the prices in the sector and with the CLIENT's formal

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agreement. It cannot be higher than 5% per year. It must be notified in writing before the 15<sup>th</sup> day of June preceding its date of application.

The CLIENT shall have 30 days to pay. All payments will be made by bank transfer.

### V. VALIDITY OF THE SERVICE DELEGATION CONTRACT AND SAFEGUARD CLAUSES

The CONTRACT is concluded for one (1) academic year. It can be renewed expressly by the CLIENT.

The CONTRACT may be interrupted and / or terminated at any time by the CLIENT by formal letter (with acknowledgment of receipt from SERVICE PROVIDER) in case of SERVICE PROVIDER's non-compliance with the specifications clauses. This case will not entitle SERVICE PROVIDER to **any** compensation.

The SERVICE PROVIDER informs the CLIENT by registered letter with acknowledgment of receipt if it considers affected, due to changes made by the CLIENT with respect to its services (change of calendar, etc...).

In the event of changes during the academic year, the SERVICE PROVIDER undertakes to ensure the INFIRMARY SERVICES in accordance with the provisions of the CONTRACT until the end of the academic year.

The CONTRACT shall enter into force upon its signature and shall become effective two (02) weeks before the beginning of the academic year following its signature. The first day of INFIRMARY SERVICES will be on the **15<sup>th</sup> August 2020 and at the latest when received the confirmation of ADEK of the decision to re-open the schools.**

The CONTRACT may be interrupted and / or terminated at any time and for any reason (including Force Majeure) by the CLIENT by formal letter (with acknowledgment of receipt from

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SERVICE PROVIDER). In this case of SERVICE PROVIDER will be entitled to a maximum compensation equivalent to 50% of the average monthly invoicing.

**VI. SERVICE PROVIDER / CLIENT RELATIONS**

Any claims made by either party shall be settled by the SERVICE PROVIDER's and the CLIENT's representatives.

**VII. DISPUTES**

Before seeking the jurisdiction of the Emirati law and the courts of the UAE of Abu Dhabi, the parties undertake to amicably negotiate, as soon as practicable, all the problems arising between them in relation with the execution hereof.

**VIII. TRANSITIONAL MEASURES:**

For three (03) months from the date of entry into force, the parties may agree to make amendments hereto, except on financial conditions and tariff systems, with the aim of achieving the maximum satisfaction of students and the families of Lycee Louis Massignon in Abu Dhabi.

Made on..... in Abu Dhabi (UAE).

<b>On behalf of the CLIENT</b>	<b>On behalf of the SERVICE PROVIDER</b>
Full Name : _____	Full Name : _____
Position : <b><i>The Principal</i></b>	Position : _____
Signature : _____	Signature : _____