

6.3.2 Example Government-Service Provider Contract for Service Provider Toolkit

**Government and/or Vendor
Logo**

**XXX Name of Vendor
Location of Vendor**

Note: This contract was based on a real contract between a government Ministry of Health and Service Provider for ongoing maintenance of a hotline software and messaging service, including Interactive Voice Response (IVR). There may be a separate scope of work in a Memorandum of Understanding or Service Level Agreement but some example items are listed in the body of the contract. All identifiers for both the government and the service provider have been removed. **Every government is different and the contracts may be different. This is just an example.**

Agreement #	[Insert number]
Agreement Type	[Contract]
Service	[Call Centre Platform Subscription]
Country of Performance	[Insert Country]
Partner	[Insert Partner]
Address	[Insert Address]
Email	[Insert Email]
Total Price (USD)	[Insert Price (monthly, annual, or as determined)]
Effective Date	[Insert Date]
Completion Date	[Insert Date]

This Agreement is entered into between XXX and the **Ministry of Health**, henceforth referred to as “MoH” and together “the Parties”. The Agreement may be renewed upon the mutual agreement of both Parties.

- 1. Time Period.** The time period of this Agreement is from the effective date to the completion date above.
- 2. Funding.** MoH agrees to pay [Name of Vendor] \$ XXX per month (excluding VAT) for the services outlined in Article 4.
- 3. Terms of Agreement.** The Parties shall perform their obligations under this Agreement unless altered by agreement of the Parties pursuant to Article 14 of this Agreement (“Modification”) or terminated in accordance with Article 15 of this Agreement (“Termination/Dismissal”).

4. Scope of Work

The MoH is contracting [Name of Vendor] to be responsible for all server-related aspects of operations [can be replaced with specific services] as stipulated in the Memorandum of Understanding on [Title of the Telemedicine/Health Hotline Service]. (See examples of potential services below.)

[Name of Vendor] will be responsible for all server-related aspects of operations, including:-

- Server security/protection from all sorts of possible fraudulent intrusions.
- Configuration of telephony interface with Mobile Network Operator. In this case [Name of Vendor] shall ensure that the Service is configured independently off the existing commercial E1 between Mobile Network Operator & [Name of Vendor], allowing for different Session Initiation Protocol (SIP) trunks for the different services.
- Ensuring that external access to the server is only performed through a secure Virtual Private Network (VPN) provided by Mobile Network Operator.
- Bridging the Interactive Voice Response (IVR) for the incoming short code calls to the selected mobiles, which are used by the call center agents to talk to the clients and the bridging to be on separate E1/SIP trunk.
- Ensuring that server's security Information such as server's access credentials are not provided/accessed by any unauthorized persons.
- Ensuring that any internet configuration is made with secure VPN or port forwarding provided by Mobile Network Operator.
- Ensuring that any maintenance works including troubleshooting the server is made in a secure manner with all voice circuits blocked.
- Notifying Mobile Network Operator and all interested parties on any suspected or detected fraudulent intrusions.
- Notifying Mobile Network Operator about all sort of planned activities on the server.

5. Payment Schedule

Payment Number	Deliverable	Delivery Date	Total amount
1	Contract signature (covering MM YYYY to MM YYYY)	MM YYYY	\$ XXXX
2	6 month platform subscription [replace with type of service]	MM YYYY	\$ XXXX
3	6 month platform subscription [replace with type of service]	MM YYYY	\$ XXXX

4	6 month platform subscription [replace with type of service]	MM YYYY	\$ XXXX
	Total		\$ XXXX

The above budget is for the non-variable costs. The above is payable upon contract signing.

This contract covers the period **XX Month YYYY** to **XX Month YYYY**. An addendum will need to be signed accordingly beyond the end date.

[Name of Vendor] shall request payment by sending an email to the point of contact, outlined in Section 12. This email will include:

- Date
- Name of the deliverable completed
- Amount due

6. Payment Terms

1. **Invoices.** Payment to **[Name of Vendor]** shall be based on invoices submitted to Partner according to the payment schedule outlined above. Invoices shall be electronically submitted to **Dr. XXXX** on email **XXXXXX**. **Dr. XXX** shall serve as the primary contact for all Finance & Administration related matters for **[Name of Vendor]**.
2. **Currency.** While the contract is set in USD, **[Name of Vendor]** shall invoice in **[local currency]** using the rate of the day.
3. **Manner.** Payment under this Agreement shall be made to **[Name of Vendor]** in United States Dollars by wire transfer. Wire transfer information for **[Name of Vendor]** is below.

[Name of Bank]

[Address of Bank]

Account Name: **[Name of Vendor]**

[Name of Vendor] Address

Account Number: **XXXXXXX**

4. **Schedule.** Payment shall be made immediately upon receipt and acceptance of invoice.
7. **Ownership of Data.** The data gathered shall belong to the MoH. **[Name of Vendor]** shall not share this data with other Parties without written permission. **[Name of Vendor]** retains the right to examine and share insights based on anonymized, aggregated data across all **[Name of Vendor]** users (e.g., analyzing the relationship between response rates and time of day).
8. **Sponsorship.** The MoH confirms that none of the SMS or IVR calls shall be used for marketing purposes or any other unsolicited communication. All communications is strictly for the purpose of delivering information to project beneficiaries.
9. **Relationships.** The Parties are separate organizations operating independently. Neither can create binding obligations on behalf of the other; each shall make this clear to all third parties with which it deals.

10. Confidentiality. Both Parties acknowledge that any information obtained in performing the duties outlined in this Agreement regarding the operation of either party or its products, services, policies, systems, programs, procedures, donor relations or any other aspect of its business, is confidential and proprietary. Both Parties shall hold such information secret and shall not [i] use such information for any purpose other than performance of this Agreement or [ii] disclose such information, directly or indirectly, to any other person, without, in each instance, the prior written consent of the other party. At the end of the Term of this agreement, both Parties shall return all items and materials within its possession or control, which belong to the other Party or contain confidential or proprietary information.

11. Liability. [Name of Vendor] shall not be liable to MoH, or anyone who may claim any right due to any relationship with MoH, for any acts or omissions in the performance of services under this Agreement except where such acts or omissions are due to the negligence, or the willful or intentional misconduct of [Name of Vendor]. MoH shall hold [Name of Vendor] harmless for any obligations, costs, claims, judgments, attorneys' fees and expenses arising from the duties performed by [Name of Vendor] under this Agreement, except when the same arise due to the negligence, or the willful or intentional misconduct of [Name of Vendor].

12. Notices. Except as otherwise specifically provided herein, any notice, request, document, or other communication submitted by either Party to the other under this Agreement shall be in writing, and shall be deemed duly given or sent when delivered to such Party at the following address:

1. For [Name of Vendor] :	2. For Partner:
Position: XXXXX Name: XXXXX Email Address: XXXX City, Country: XXX, XXXX Phone #: XXXX	Position: XXXXX Name: XXXXX Email Address: XXXX City, Country: XXX, XXXX Phone #: XXXX

Other addresses may be substituted for the above upon the giving of written notice.

13. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in force without being impaired or invalidated in any way.

14. Compliance. [Name of Vendor] is not responsible for any taxes incurred on part of the MoH. [Name of Vendor] 's tax obligation is limited to the taxes mentioned in the budget. All in-country compliance is the responsibility of the Client.

15. Modification. The Parties may modify the terms of this Agreement at any time in writing and by mutual consent.

16. Termination/Dismissal. This Agreement may be terminated by either Party at any time prior to the scheduled expiration date without cause by giving thirty (30) working days written notice.

17. Delays. If the contract period expires prior to the completion of implementation due to delays by MoH,

[Name of Vendor] reserves the right to charge an additional payment to cover salary and platform costs.

- 18. Provision of the Service.** Both Parties understand that the service is provided at the discretion of [Name of Vendor]'s MNO MoH. In the unlikely event that MNO decides to stop offering the Service, both Parties agree that neither will make any claims for refunds or remuneration as a result.
- 19. Acceptable Use.** The MoH shall not use the Service for any purpose prohibited under the applicable law. This agreement is contingent upon the MoH obtaining and the continuance of such approvals, consents, governmental and regulatory authorizations, licenses and permits as may be required.
- 20. Data security.** [Name of Vendor] warrants that: (a) Administrative, physical and technical safeguards are in place to prevent unauthorized access, use, storage or disclosure of MoH data; (b) [Name of Vendor] shall establish, maintain and comply with an information security program that: (i) meets the highest standards of best industry practice of data security; (ii) ensures compliance with all applicable data security and privacy laws in all regions of operation; (iii) protects against the loss, access, disclosure or modification of MoH data; (iv) maintains an appropriate network security system that includes the encryption of all MoH data. In the case of a security breach, [Name of Vendor] will notify the MoH immediately following the discovery of any incident that may involve the unauthorized access, use, disclosure or loss of any MoH data. [Name of Vendor] agrees that it will not communicate with any third party regarding a suspected or actual security breach of MoH data without the express written consent of the MoH.
- 21. Third party platforms.** [Name of Vendor] is not responsible for the availability or reliability of third-party platforms or applications, such as Facebook Messenger, WhatsApp or external data collection software. Should those providers decide to revoke access to their services,

change the rules of engagement, or otherwise delay or prevent [Name of Vendor]'s ability to deliver on this agreement, [Name of Vendor] will not be held liable.

22. Disputes. Any lawsuit arising out of this Agreement or from a breach thereof shall be brought in the courts of X Country.

23. Governing Law and Language. The Contract shall be interpreted in accordance with the provisions of the Contract and the laws in effect in X Country. Governing language of the Contract is X Language; Contract notices or other communications shall be in such language.

24. Entire Agreement. This Agreement, including any and all attachments including Request for renewal and financial proposal document herein attached, constitute the entire Agreement of the Parties with respect to the performance of services by [Name of Vendor] for Partner, and supersede all other agreements and understandings, whether oral or written.

Read, understood, and agreed to:

BY: XXXXX

Name of High level Official at MOH

[Title, Name of Vendor]

Title at MOH

DATE:

DATE: _____

Witness:

Name & Title, MoH

DATE: _____