

TEMPORARY CUSTODIANSHIP AGREEMENT # XXX

DELIVERYEXPERT HARDWARE

INDEFINITE QUANTITY SUBCONTRACT (IQS) # XXX

Between

CHEMONICS INTERNATIONAL INC.

DG Office Park, Block 1, No.1
Chila Road, Kabulonga,
Lusaka, Zambia
(Hereinafter referred to as Chemonics)

And

Zambia Medicines and Medical Supplies Agency

6446 Mukwa Road, Industrial Area
Lusaka, Zambia
(as incorporated under the laws of the Government of the Republic of Zambia)
Hereinafter referred to as ZAMMSA

And

XXXXX

XXXX

Hereinafter referred to as Subcontractor

SECTION A: BACKGROUND

This Temporary Custodianship Agreement is entered into as of XXX by the aforementioned parties under IQS # XXXX.

As stipulated in the provisions of IQS # XXX, Section A.2.c: “• ZAMMSA has formally adopted the DeliveryExpert transportation and ePOD application: <https://made4net.com/knowledge-center/deliveryexpert/> . Where the system has been deployed and where licenses and hardware are availed to the Subcontractor, the Subcontractor is required to fully transition to the DeliveryExpert ePOD application for POD execution. This will require confirmation of delivery on the application, in addition to any paper requirements. Subcontractors will be provided with hardware and licenses on a temporal basis and must thereafter ensure drivers are equipped with the terminals with sufficient data and battery life for operating the devices.” As further stipulated in Section F. “Where DeliveryExpert has been deployed by ZAMMSA and where hardware and licenses have been availed to the Subcontractor, payment of invoices is contingent on ePOD verification by Chemonics using the DeliveryExpert system to generate reports.”

SECTION B: CUSTODIANSHIP MODALITIES

The Parties hereby agree to and accept the following responsibilities and terms:

1. ZAMMSA, holding title, custody, and control of the property described in Section C hereto (the “Property”), agrees to temporarily grant custody and physical possession of the Property to the Subcontractor. The items are currently fully operational and in good working condition.
2. The Subcontractor agrees to accept such temporary custody and possession of the Property and shall use the Property solely for activities within the scope of IQS # XXXX.
3. As per Section A.2.c of IQS# XXX, provision of data bundles to operate the Property is the sole responsibility of the Subcontractor, where licenses and hardware have been availed to the Subcontractor.
4. Unless otherwise requested by ZAMMSA or Chemonics in writing, the Property will be returned by the Subcontractor to ZAMMSA premises and authorized representative on or before the termination date of IQS # XXX.
5. The Subcontractor shall maintain and return the Property to ZAMMSA in good operating condition and working order, with ordinary wear and tear excepted.
6. The Subcontractor shall safeguard the items, maintaining control over all items and ensuring all items are securely stored when not in use. The Subcontractor shall refrain from modifying the equipment in any manner.
7. The Subcontractor is responsible for all loss or damage to the Property until its return to ZAMMSA. The Subcontractor agrees to replace any item with the same make/model if it is lost, stolen, or damaged due to negligence.
8. The Subcontractor shall notify ZAMMSA and Chemonics of any problem with the items immediately at the time it occurs.
9. If the equipment becomes lost, stolen, or damaged, the Subcontractor shall immediately notify the ZAMMSA operations manager and zmb-pasco-logistics@zambiapasco.org.

SECTION C: LIST OF EQUIPMENT

Device type	Serial number	Date of issuance	Issuing entity

All other terms and conditions of the Original Indefinite Quantity Subcontract and any subsequent modifications remain in effect.

For: Zambia Medicines and Medical Supplies
Agency (ZAMMSA)

By:

Date Signed:

For Vendor Name:

By:

Date Signed:

For: Chemonics International Inc.

By:

Date Signed: