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Our Ref: GACL/BOD/10/23

Date: October 11, 2023.

**MR. RAYMOND ACQUAH  
HEAD, RESEARCH DESK  
JOY NEWS  
THE MULTIMEDIA GROUP  
ACCRA**

Dear Sir,

**RE: REQUEST FOR INFORMATION**

We refer to your letter dated September 9, 2022, and the subsequent directives issued by the Right to Information Commission on February 3, 2023, on your request. We also sincerely apologize for the delay in responding to your request for information.

In respect of the information you have requested on the COVID-19 contracts GACL entered into with Frontiers Healthcare Services Limited, please be informed that the granting of concessions/licenses to businesses for operations at the airport in return for rent and royalties payable to GACL is part of the general business model of the GACL.

The terms of the concessions/licenses granted to Frontiers were therefore no exception.

The Ghana Airports Company Limited (GACL) hereby responds to your RTI request as follows:

**Q. 1 A copy of the Ghana Airports Company Limited's contract with Frontiers Healthcare Services in respect of the COVID-19 testing at the airport.**

**ANS:** Attached are copies of the two COVID-19 testing related contracts entered into between GACL and Frontiers Healthcare Services Limited:

1. Agreement between the Ghana Airports Company Limited and Frontiers Healthcare Services Limited for the Provision of Covid 19 Testing Service at the upper Arrival, Terminal 3, Kotoka International Airport, Accra dated September 1, 2020 (as amended by Addendum to Agreement Between Ghana Airports Company Limited and

Frontiers Healthcare Services Limited for the provision of COVID-19 Testing Service at the Upper Arrival, Terminal 3, Kotoka International Airport, Accra, dated June 4, 2021).

2. License between Ghana Airports Company Limited and Frontiers Healthcare Services for use as Covid-19 Drive-Through PCR and Antibody Test Centre at KIA, Car Park 4.

**Q.2 A chronology of the processes that led to the selection and award of the contract in (1) above to Frontiers Healthcare Services.**

**Q.3 The reason (s) for the selection and award of the contract specified above to Frontiers health Services.**

ANSWER TO QUESTIONS 2 AND 3:

Appearing before the Appointments Committee of Parliament on Tuesday, February 23, 2021, in Accra, Honourable Kwaku Ofori Asiamah Minister of Transport designate, explained that the Ghana Airports Company Limited (GACL), which operated the KIA, only rented its space to Frontiers Healthcare Services.

He said that happened after the Food and Drugs Authority (FDA) had given confirmation on the certification of equipment to be used by Frontiers Healthcare Services.

He recounted that sometime in July/August 2020, the President announced the government's inclination to reopen the borders of the nation to commercial air traffic, subject to the availability of an effective system for COVID-19 testing. Following this, Frontiers Healthcare Services Limited expressed the preparedness to provide such service to the public, while indicating that its equipment had been tested by the Food and Drugs Authority (FDA). The Ghana Airport Company Limited did not rely on the bare word of Frontiers Healthcare Services. It sought to verify and confirm the due certification of the equipment of Frontiers Healthcare. On August 20, 2020, the Managing Director of GACL wrote to FDA to confirm the certification of Frontiers Healthcare Services.

Explaining further, Mr. Asiamah said by a letter dated August 25, 2020, the FDA wrote to GACL indicating that it had approved of the equipment of Frontiers Healthcare for use in the detection of SARS-COV-2 in Ghana. The on-site audit report carried on the equipment was attached to the letter, he noted.

He further informed the Appointments Committee that following the receipt of such information, GACL, intending to enter into an agreement with Frontiers Healthcare, wrote to the Public Procurement Authority (PPA) to seek its approval before executing any agreement with Frontiers Healthcare.



However, by a letter dated August 26, 2020, the PPA replied to the GACL advising that the rental of office space by GACL to another company fell outside the scope of the PPA Act as amended. GACL was therefore advised by PPA to use its administrative procedures to execute the transaction. Consequently, on September 1, 2020, GACL entered into an agreement with Frontiers Healthcare to rent its office space to the company for consideration. The Minister for Transport designate further noted that the agreement was essentially for rental of office space and that Paragraphs 4.4, 4.6, 4.7, 5.1 and 5.2 of the agreement bear this out since the consideration payable by Frontiers was simply the payment of rent and service or utility charges.

In the said rent agreement the GACL entered into with Frontiers Healthcare Services, the Transport Minister-designate further revealed that the laboratory service provider was also required to make a payment of royalties of US\$10.00 per each test done to the GACL, but the payment of royalties to GACL did not imply that the agreement had to receive PPA approval.

He added that indeed, a precondition for an application of the PPA Act, and for that matter, obtaining PPA approval, is the use of public funds in the procurement of goods, works and services, but that GACL did not procure the services of Frontiers with public funds. The company offered to provide laboratory services to the public with their own equipment. No public funds were expended in getting them to provide the services to the public, apart from the provision of office space. Thus, the basic condition for an application of the PPA Act did not exist. In any case, GACL endeavoured to obtain PPA approval in respect of the contract for the rental of its space to the company, but the PPA indicated that the rental of office space fell outside the scope of the Procurement Act.

Answering parliamentary questions on June 30, 2022, the Minister for Transport repeated the same explanations regarding the reasons for GACL entering into the contract and the chronology of processes leading to the signing of the contract as he earlier submitted during his vetting of February 23, 2021. All these submissions of the Minister for Transport are captured in the records of the Appointments Committee dated February 23, 2021 and the parliamentary Hansard of June 30, 2022.

**Q.4 The total amount of money generated from the COVID-19 testing at the airport from the inception of this agreement with Frontiers till date.**

ANS: As of the date of your RTI request, September 9, 2022, the total amount of revenue generated from the Covid-19 testing at the airport from the inception of the Agreement with Frontiers amounted to US\$ 90,005,655.91 for arrival testing and GHS 10,911,600 for departing testing.

**Q. 5. The total amount of money that has been made by Frontiers health services from the Covid-19 testing at the airport from the inception of the contract with Frontiers till date.**

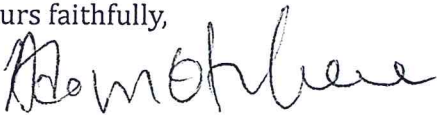
ANS: As of the date of your RTI request, September 9, 2022, the total amount of revenue that had been generated to Frontiers Health Service from the Covid-19 testing at the airport from the inception of the contract amounted to US\$ 84,016,500 .65 for arrival testing and GHS 29,176,020 for departing testing.

**Q. 6. The total amount of money that has been made by the government of Ghana from the Covid-19 testing at the airport from the inception of the contract with Frontiers till date.**

ANS: As of the date of your RTI request, September 9, 2022, the total amount of revenue that had been generated to the government of Ghana from the Covid-19 testing at the airport from the inception of the contract amounted to US\$ 5,999,749.35 for arrival testing and GHS 1,535,580 for departing testing.

We hope this adequately answers your enquiries.

Yours faithfully,



**MR. PAUL ADOM-OTCHERE**  
**BOARD CHAIRMAN**

**Cc:** HONOURABLE MINISTER FOR TRANSPORT  
CHAIRMAN AND BOARD MEMBERS, GACL  
THE EXECUTIVE SECRETARY, RTI COMMISSION  
GROUP EXECUTIVE, FINANCE, GACL  
DIRECTOR LEGAL SERVICES, GACL  
HEAD, CORPORATE COMMUNICATIONS AND PR, GACL  
RTI OFFICER, GACL





## AGREEMENT

BETWEEN

GHANA AIRPORTS COMPANY LIMITED

AND

FRONTIERS HEALTHCARE SERVICES LIMITED

FOR THE PROVISION OF COVID-19 TESTING SERVICE  
AT THE UPPER ARRIVAL, TERMINAL 3, KOTOKA  
INTERNATIONAL AIRPORT, ACCRA

SEPTEMBER 2020

THIS AGREEMENT is made this day of 1<sup>st</sup> September 2020 BETWEEN GHANA AIRPORTS COMPANY LIMITED of KA 36, PMB Kotoka International Airport, Accra (hereinafter referred to as 'THE GACL') which expression shall where the context so admits or requires include its successor, assign and authorized representatives) whose registered office is situated at Kotoka International Airport, Accra of one part AND FRONTIERS HEALTHCARE SERVICES LIMITED (hereinafter called 'THE LICENSEE') of 6<sup>th</sup> Floor, Nestor Square, Kpabobo River Street, Airport Residential Area on the other part.

**WHEREAS:**

- i. GACL is responsible for the management and operation of the Kotoka International Airport, Accra.
- ii. The LICENSEE is a limited liability company registered in Ghana to operate and provide medical laboratory testing services.
- iii. It is a Government of Ghana requirement that every passenger disembarking in Kotoka International Airport shall undertake a mandatory COVID-19 Test.
- iv. The LICENSEE has represented that it has the capacity, competence, and skills to conduct the mandatory COVID - 19 Test.
- v. GACL has agreed to grant and the LICENSEE has accepted the grant of a License to provide the mandatory COVID - 19 Test exclusively at the Upper Arrival of Terminal 3, KIA

NOW THEREFORE in consideration of the covenants and stipulations herein and upon the undertaking of the Guarantors for the due performance of all stipulations hereto the PARTIES agree as follows:-

**1.0 DEFINITIONS**

"Agreement"

means this License Agreement between Ghana Airports Company Limited and FRONTIERS HEALTHCARE SERVICES LIMITED and any annexures, schedules and ancillary rules and regulations thereto.

"Airport" means

Kotoka International Airport, Accra.

"Approved Services"

The services set out in Schedule 2 hereto.

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"Fixtures"	Those fixtures and fittings supplied by the LICENSEE at its own expense and approved by GACL.
"GACL Bank Account"	Such bank account or accounts as shall be notified by the GACL to the LICENSEE from time to time.
"Management Rules"	Such rules and regulations as GACL may make in terms of operating at the airport from time to time.
"Premises"	The area designated for the use by the LICENSEE on the Upper Arrival Concourse of Terminal 3 and as specifically shown on the sketched plan attached herein.
"Parties"	GACL and LICENSEE.
"The installations"	Shall mean systems for cooling and the supply of lighting, electricity, water and Wi-Fi.

## 2.0 PURPOSE OF AGREEMENT

2.1 GACL hereby grants to the LICENSEE an exclusive right to provide mandatory COVID-19 Testing on the Upper Arrival Concourse, as specifically described in Schedule 2 to this Agreement.

## 3.0 TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement shall be signed, it shall be deemed to commence from September 1, 2020 for a period of Two (2) years expiring on August 31, 2022.

### 3.2 Set Up

3.2.1 The LICENSEE shall bear the full cost of set up of the premises and shall not be reimbursed thereof or for any other activities.

## 4.0 FINANCIAL TERMS

### 4.1 Rent

4.1.1 The LICENSEE shall in consideration of the rights hereby granted pay a total annual rent of an amount of One Hundred and Fifty-Three Thousand Three Hundred

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and Thirty United States Dollars (US\$153,330.00) as agreed into GACL's Bank Account without prior demand. The breakdown of the rent is as follows:

Dimensions	Laboratory	ATM	Total (US\$)
Size (sq. m)	226.66	4no.	
Rate per m sq. (US\$)	500.00	10,000 per unit	
Annual Rent (US\$)	113,330.00	40,000	<u>153,330.00</u>
Rent payable for Sept 1- Dec 31, 2020 (US\$)	37,776.67	13,333.33	51,110.00
Admin Charges (US\$)	5,666.50	2000	7,666.50
3 months' refundable Security Deposit (US\$)	28,332.50	10,000	38,332.50
Total Amount (US\$)	71,775.67	25,333.33	
Grand Total (Initial amount payable to accept offer) US\$	97,109.00		

*Rent payable for the period September 1, 2020 to December 31, 2020 together with Administrative Charges, Refundable Security Deposit and Airport Operators' License fee shall be payable in advance, thereafter, annual rent shall be payable half yearly in advance.*

#### 4.1.2 Rent Review

Rent shall be reviewed every other year.

#### 4.2 Fees

4.2.1 GACL and the LICENSEE recognizes that this Agreement has been necessitated by COVID-19 and given the national emergency have agreed that LICENSEE shall pay GACL US\$10.00 per test conducted.

4.2.2 The LICENSEE shall pay fees daily and not later than the close of business of the ensuing day for which payment is due.

4.2.3 In the event of default of any payment due GACL, the LICENSEE shall be liable to pay interest on the outstanding sum based on the date of accrual of the debt at the prevailing Bank of Ghana interest rate.

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#### 4.2.4 Point of Sale Register System ("POS"):

The LICENSEE shall install a bank, cash control system or point of sale equipment which shall record all sales transactions, sales by category and all information necessary to provide GACL with real time information required in the License Agreement. All cash registers must be equipped with tapes upon which sales details are imprinted. The cash register system should have the ability to track sales by category. Beginning and ending sales totalizer counter readings will be required to be recorded at least once every 24 hours. The POS equipment must be automated to download into LICENSEE'S general ledger system. The LICENSEE shall afford GACL or its authorized representatives all reasonable access to the books of accounts and records of the LICENSEE for all sales for the purpose of determining the royalties payable to GACL.

4.2.5 The LICENSEE is required to accept at least three (3) major credit cards for payments. As a service to passengers, the LICENSEE must provide, without charge, change-making service at each cashier location. *Every passenger must be offered a receipt of purchase, failure to issue a passenger a receipt shall be deemed as a material breach of this agreement.*

#### 4.3 Car Park Usage

The LICENSEE shall be required to pay for usage of any of the GACL Car Parks at the prevailing rates applicable.

#### 4.4 Security Deposit

The LICENSEE shall provide and maintain at all times during the pendency of this agreement a refundable Security Deposit equivalent to the amount of three (3) months' rent payable for the due performance of its obligations. Subject to the termination provisions below GACL shall refund the Security Deposit (without interest) to the LICENSEE upon the expiration of this agreement or any extensions thereof provided that at the time of expiration the LICENSEE shall not be in arrears of any amounts due to GACL and has met all its obligations under this agreement. Where applicable the security deposit shall be applied towards retiring any overdue consideration, key replacements and or repairs necessitated by the default of the LICENSEE, its agents and or employees, provided that the LICENSEE shall make up the difference in the shortfall so occasioned. The GACL shall refund any balance standing to the credit of the LICENSEE thereafter.

#### 4.5 Airport Operators License

The LICENSEE shall be required to register with GACL and pay the assessed Airport Operators License fee at the beginning of each calendar year to remain in good standing. The Airport Operators License Fee has been assessed at GHs15,000.00 for year one.

#### 4.6 Administrative Processing Fees

The LICENSEE shall be required to pay a one-off charge being five (5) percent of its annual rent for all locations in the amount of Seven Thousand Six Hundred and Sixty-Six United States Dollars Fifty Cents (US\$7,666.50) in respect of document processing and other administrative charges.

#### 4.7 Service/ Utility Charges

The LICENSEE shall be required to pay for the cost of conservancy, air conditioning, cleaning of the premises and electricity consumption. Electricity and air-conditioning consumption shall be computed and billed monthly as per the number of electrical gadgets installed for the LICENSEE's payment by the Facility & Infrastructure Maintenance Department of GACL.

### 5.0 PAYMENT ARRANGEMENTS

5.1. Rent shall be paid in advance for the period up to December 31, 2020 and thereafter payable half yearly in advance.

5.2. The LICENSEE shall pay rent/fees to GACL when due and shall not deduct any amount from the rent/fees to GACL, it being agreed that any outstanding rent/fees payable shall attract interest at the prevailing bank prime rate for lending, from date amount was due, inclusive and up to date of final payment.

### 6.0 SPECIAL PROVISION

*This license is granted pursuant to the Government of Ghana's directive for a mandatory COVID -19 Testing for all arriving passengers. Should the Government of Ghana issue any directive ceasing the requirement for the mandatory testing then this agreement shall cease, and the license shall be deemed terminated.*



## **7.0 LICENSEE'S OBLIGATIONS**

### **7.1 Services to be provided**

**7.1.1** The LICENSEE shall operate the License in accordance with International Standards and Industry Practices and to the satisfaction of GACL.

**7.1.2** The LICENSEE shall operate under this agreement under its trade name set forth in the agreement so long as, (1) the same shall not be held to be in violation of any applicable law and (2) shall not change the advertised name or character of the business without the prior written approval of GACL, which approval may be withheld at GACL's absolute discretion.

**7.1.3** The operation and management of the License shall be under the constant and direct supervision of a well-trained, qualified and experienced manager employed by the LICENSEE ("Manager"). The Manager shall have the authority to make all decisions necessary in the day to day operations of the License including without limitations, decisions regarding news, quality of service and price, passenger complaints or concerns, GACL's complaints or concerns and employee conduct. The Manager shall be available on-site during the operating hours and when not on the premises appoint an assistant or shift lead to act on behalf of the Manager.

**7.1.4** To ensure performance of the services, GACL in collaboration with the Port Health Service, KIA shall conduct regular audits to evaluate the LICENSEE'S performance on various standards (as agreed and revised from time to time by the Parties).

**7.1.5** The LICENSEE shall be required to participate in Stakeholder Engagement programs, Customer Focus and Security Awareness Orientation and Performance Appraisal Processes organized for Concessionaires and Licensees operating at the airport. The LICENSEE shall also subscribe to business promotion arrangements organized for Concessionaires and Licensees by contributing to a marketing fund set up by GACL.

**7.1.6** The License shall be subject to a performance assessment at least twice a year during the term of this agreement. The general ambience and set up, conduct of staff and operational performance shall form the measurement system. If the LICENSEE consistently performs below minimum standards, the LICENSEE will be in breach and failure to remedy the breach shall be considered to be default of this Agreement and subject to termination.



## **7.2 Credit Cards**

- 7.2.1** The LICENSEE shall enter into individual contracts with credit/debit card companies and shall accept a range of credit or debit cards. LICENSEE shall bear the actual commission costs of sales effected by these credit card transactions.

## **7.3 Operating Hours**

- 7.3.1** The LICENSEE shall be required to operate the concession to serve the first till the last flight, seven (7) days a week, including holidays. The LICENSEE'S daily schedule of hours may not be reduced without prior written approval of the Managing Director of GACL OR ASSIGNED REPRESENTATIVE. LICENSEE must monitor daily flight schedules and be prepared to temporarily operate on a 24-hour basis or to otherwise increase its daily schedule of hours due to delays, changed flights, market conditions, emergencies, or upon notice from GACL. At no time shall the premises be left unattended to or "temporarily closed" during the LICENSEE 's business hours.

## **7.4 Staff**

The LICENSEE shall:

- 7.4.1** Take all steps to ensure that it employs adequate staff to match passenger throughput to enable passengers to be served promptly within the facilities provided and ensure that undue delay does not occur.
- 7.4.2** Shall recruit, train, supervise, direct, and deploy the number of employees necessary to promptly provide services to all passengers. All employees shall be clean, neat, professional, courteous, appropriately, and professionally attired and must always wear the official Airport Identification Badge and the LICENSEE's identification name tag. The LICENSEE's identification name tag shall clearly display the name of the LICENSEE and the name of the employee.
- 7.4.3** The LICENSEE shall ensure that all employees undergo the Aviation Security (AVSEC) Introductory Training and obtain an Airport Identification Badge before being assigned to work within the Terminal.  
The LICENSEE discipline and if necessary, discharge any employee who fails to meet the standards required herein while working at the Airport.
- 7.4.4** Ensure that provision of the service shall be timely attentive and friendly. Processing of payments from passengers shall be prompt. Receipts shall be properly itemized, precisely reflect the payments made.





- 7.4.5 Ensure that all its employees/staff/personnel are appropriately attired in the LICENSEE's uniform.
- 7.4.6 Take all reasonable steps to ensure that such staff are persons of good character and integrity and have the requisite skill and experience for the efficient and safe performance of their duties.
- 7.4.7 Not employ any person or persons which the GACL in its reasonable opinion considers to be incapable of performing their duties.
- 7.4.8 At its own expense ensure that each particular member of staff is properly and thoroughly vetted by the LICENSEE prior to being offered employment at the Airport. The LICENSEE shall produce to GACL on demand such records relating to vetting as GACL may specify.
- 7.4.9 At its own expense ensure that each member of its staff is provided with an identity card which shall be issued by GACL and paid for by the LICENSEE and worn at chest level at all times and shall ensure compliance with any Security Directive or Regulations in force at the Airport from time to time.
- 7.4.10 Provide adequate staff training and recurrent training which shall include but not be limited to the provision of the COVID-19 Testing, training in accordance with the Fire Authorities guidelines issued from time to time in respect of the Airport. Records of staff training shall be kept and be supplied to GACL upon request.
- 7.4.11 Ensure its staff are not involved in any illegal, illicit and any other unlawful activity within the airport whether for remuneration or not.
- 7.4.12 Ensure that all of its staff sign a confidentiality undertaking to protect passenger data and health reports.
- 7.4.13 Ensure that its staff are not engaged in touting of passengers ("goroing") or assisting passengers for a fee.
- 7.5 Liability and Indemnity**
- 7.5.1 The LICENSEE shall maintain throughout the term of the License Agreement, insurance coverage for general liability, property damage, workers' compensation,



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product liability, business automotive liability and such other insurance as may be required by GACL in accordance with the License Agreement, all in a form satisfactory to GACL.

- 7.5.2 The LICENSEE shall throughout the term of this agreement together with any renewals maintain a Third-Party Liability Insurance with a minimum liability limit of **One Million United States Dollars (USD1,000,000.00)**. The policy and shall contain an endorsement indemnifying GACL against any expense cost claim action proceeding, or damages or liability (including any cost or expense incurred by GACL in enforcing this indemnity) in respect of any personal injuries (including fatal injuries) or loss of or damage to any property real or personal including property of GACL or its servants, agents, or contractors, or other third parties at the airport arising directly out of or in connection with the performance of this Agreement by the LICENSEE. The LICENSEE shall ensure that the names of all its airport staff are endorsed on the Policy. A copy of the policy or a certificate of insurance shall be delivered to GACL on or before the commencement date. The policy shall not be cancellable at any time during the pendency of this Agreement.

#### **7.6 Confidentiality**

- 7.6.1 The Parties agrees to hold all confidential or proprietary information in trust and confidence and agree that the information shall be used only for the contemplated purpose, and not for any other purpose or disclosed to any third party under any circumstances whatsoever except as required by law.

#### **7.7 Insurance of Assets**

- 7.7.1 The LICENSEE shall ensure that it shall always maintain during the pendency of this agreement an Asset All Risk Insurance Policy over its assets and make same available to GACL upon demand.

#### **7.8 Compliance with Legislation**

- 7.8.1 The LICENSEE shall at all times and from time to time and at its own expense comply with all relevant legislation already or hereafter to be passed in so far as any such may affect or relate to the License to provide the COVID-19 Testing, the Premises or the LICENSEE's use or occupation thereof including the compliance with all notices which may be served by the public; local or statutory authority and not to do or permit or omit to be done on the Airport premises any act or thing whereby GACL may become liable to pay any penalty imposed or to bear the whole or any part of any expenses incurred under any such legislation.



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7.8.2 The LICENSEE and its staff shall at all times whilst on the Airport observe and comply with any byelaws in existence and which may from time to time be made by GACL relating to the Airport and also any directives relating to the administration or operation of the airport given by or on behalf of the Managing Director of GACL or any other authorized officers of GACL and shall ensure that all staff and agents of the LICENSEE shall at all times observe and comply with such byelaws and directives.

7.8.3 The LICENSEE shall at its own expense obtain and maintain in force any licenses and or business operating permits etc. necessary to enable the business to be lawfully carried on.

#### 7.9 Care, Cleaning and Refuse

The LICENSEE shall:

7.9.1 Shall be responsible for the cleaning, sanitization, and disinfection of the whole of the Premises. Cleaning, sanitization and disinfection of the whole of the premises shall be conducted under regular hourly intervals to ensure the environment of your premises is safe at all times for staff and passengers from Covid-19 droplets.

7.9.2 Use the Premises and Installations therein with all due care for the purposes only of this Agreement and at all times keep the same including exterior surfaces of the premises in a wholesome clean and tidy condition to the satisfaction of GACL.

7.9.3 Ensure that it carries out disposal of waste only after the last flight using only approved routes designated as such to cart waste.

7.9.4 Medical and other waste shall be duly separated, and disposed of appropriately using clear plastic bags and placed into bins as provided by the LICENSEE. The waste bin lids must be kept closed at all times to ensure that the bins are not overloaded, and the remnants of waste do not end up on the floors thus causing a safety hazard. The bins must be taken to the designated central waste point for removal by GACL's waste removal contractor if provided or disposed of at the expense of the LICENSEE. The LICENSEE shall be solely responsible for disposal of its medical waste.

7.9.5 Not to allow any accumulation of cardboard or other refuse in or around the Premises and shall at its own expense arrange for the removal of its waste/refuse from the Airport at a frequency and in a manner satisfactory to GACL.

**7.10 Notification of Defect or Damage**

7.10.1 The LICENSEE shall notify GACL forthwith of any defect in or damage to the Premises or of any communication received by it relating to the Premises from any Local Authority and furnish to GACL all necessary particulars in respect thereof.

**7.11 General Repair and Maintenance of Facilities**

7.11.1 GACL shall be responsible for the repair and maintenance of the structure of the Terminal and GACL's Installations PROVIDED THAT if in the reasonable opinion of GACL any damage or fault or the necessity for any replacement repair or maintenance shall be attributable to any negligent act or omission of the LICENSEE (fair wear and tear excepted) the LICENSEE shall pay to GACL on demand the reasonable cost of making good from time to time as may be necessary any damage thereto or fault therein or of effecting any replacement or repair or maintenance of the Premises and any item of the Installations considered by GACL to be necessary.

7.11.2 It is the right and duty of GACL to carry out repairs for which it is responsible, and to undertake any necessary structural modifications, refurbishments or additions. GACL shall give the LICENSEE prior reasonable notice of any such intended repairs or refurbishments if it will affect the operations of the LICENSEE.

7.11.3 GACL shall endeavor to ensure that such works and repairs are as far as is reasonably possible carried on outside the regular business hours of the concession to minimize any adverse effects on the LICENSEE'S business operations.

7.11.4 Any material interruption of the LICENSEE'S business operations ("material" being for a period of eight (8) days or more) must be avoided wherever possible. In the event that repair work leads to material or permanent interruption of the business operations of the LICENSEE, the rent will then be proportionately reduced for the area which may be rendered no longer usable as a result of damage.

7.11.5 The LICENSEE and or GACL are obligated to execute immediately any repair for which it is responsible for.



#### 7.11.6 Maintenance by LICENSEE

The LICENSEE is obligated to maintain the Premises in a condition which allows the use specified in this Agreement, and must, at its own cost, keep the Premises and all equipment and other personal property neat and clean and in good order and operating condition at all times. In the event that the LICENSEE fails to comply with written requests for reasonable repairs or maintenance within a reasonable length of time, GACL, at its discretion, may perform the required work and charge the LICENSEE for the direct cost associated with such work plus a 20% administrative charge.

#### 7.11.7 Maintenance Reporting

The LICENSEE shall, no later than the 15<sup>th</sup> day of each month during the term of the Concession Agreement, provide to GACL a report, and affiliated records as required, that details the maintenance work performed by or on its behalf, in maintaining the concession premises.

#### 7.12 Installations and Modifications

The LICENSEE shall be responsible for the cost of:

7.12.1 The technical installations on the Premises. Any corresponding technical drawings shall be communicated to GACL within a reasonable time.

7.12.2 Installation and use of any electricity, telephone and internet services required by the LICENSEE in the premises.

7.12.3 Installation and maintenance of any burglar alarm system or other security systems which the LICENSEE deems necessary for the safe conduct of its business subject to the prior approval of GACL; the LICENSEE is to arrange call-out procedures in the event of alarm initiation and notify GACL of these procedures.

7.12.4 The internal decoration, repair and maintenance of the Premises provided.

7.12.5 The replacement of lighting and such like fittings as the LICENSEE may require with the approval of GACL.

7.12.6 Modification of any kind to the structure of the premises may only be carried out with the written consent of GACL, who may supervise such modification or construction.

### 7.13 Fire Precautions

The LICENSEE shall:

7.13.1 Observe all Fire Prevention instructions as prescribed by the Rescue and Fire Fighting Services Unit of GACL.

7.13.2 At its cost provide and maintain adequate hand fire extinguishers within the Premises and shall comply with the requirements imposed upon them by the Fire Certificates issued from time to time in respect of the Airport. The LICENSEE shall also be responsible for informing GACL immediately should any hand fire extinguisher be discharged and the reason for the discharge.

7.13.3 Take all practicable and proper precautions and use all reasonable means for the prevention of fire risks and in particular not to block or obstruct any fire exits or access to firefighting equipment or make them inaccessible to use.

7.13.4 Nominate to GACL a member of the LICENSEE'S management staff to be specifically responsible for ensuring that the provisions of this section are complied with.

### 7.14 Premises on Termination

7.14.1 On termination or expiration of this Agreement the LICENSEE shall leave the Premises and the Installations therein in tenable state of repair, fair wear and tear excepted in all respects satisfactory to GACL and shall pay to GACL on demand the cost of making good any item or matter in respect of which the LICENSEE shall have failed to discharge its obligations under this section.

### 7.15 Alterations.

7.15.1 The LICENSEE shall not carry out any structural alterations to the Premises which shall include alterations to frontages, fascia's, lighting, services, floor covering and ceiling covering unless specifically directed or approved by GACL, save that the LICENSEE has agreed a refurbishment programme to the existing Premises prior to the commencement of this Agreement.

### 7.16 Change of Ownership

7.16.1 The LICENSEE shall notify GACL forthwith and in writing of any changes in the ownership of the LICENSEE. GACL reserves the right of refusal or termination of this agreement where ownership of the LICENSEE changes by at least by seventy (70) percentage.



7.17 Prohibition of Use of Trolleys

7.17.1 The LICENSEE, its employees and assigns are prohibited from the use of passenger trolleys for the carting of goods and waste. A violation of this provision shall be liable to a charge of Two Hundred United States Dollars (US\$200.00) per use and graduated by ten (10) percent for each repeated offence.

8.0 GACL'S OBLIGATIONS

8.1.1 Right of Use

GACL hereby permits the LICENSEE use of the Premises as from time to time in the opinion of GACL is sufficient to enable the LICENSEE adequately to discharge its obligations under this Agreement together with any necessary rights of access thereto and egress therefrom over such road and routes as GACL may from time to time specify. The Premises initially designated for the purposes of this Agreement are described in Schedule 1 hereto.

8.1.2 GACL shall retain full rights of possession and control of the Premises and the LICENSEE shall not hinder the GACL in exercise of those rights.

8.1.3 GACL shall maintain and clean the common areas of the terminal.

8.2 Services

8.2.1 Where applicable GACL shall install such Installations as in its opinion shall from time to time be adequate for the proper use of the terminal by all Concessionaires and Licensees. The LICENSEE shall not add to, alter, or interfere with the Installations except with the written consent of GACL and GACL accepts no responsibility for any failure of such Installations or any of them or any consequential loss resulting therefrom.

8.2.2 The cost of the Installations provided in accordance with Section 7.2.1 and the cost of electricity consumed at the Premises shall be borne by the LICENSEE.

8.3 Right of Inspection

8.3.1 The LICENSEE shall not hinder or obstruct GACL, its employees or agents in inspecting the Premises and the Installations PROVIDED THAT GACL shall not by so doing interfere unreasonably with the exercise by the LICENSEE of the rights hereby granted.

#### 8.4 Payment of Rates

8.4.1 GACL shall bear, pay and discharge all its obligations in respect of municipal rates, taxes and levies for the property where applicable.

#### 8.5 Closure of Premises

8.5.1 In the event any maintenance work undertaken by GACL shall involve the closure of the Premises or a part thereof for more than eight (8) consecutive days the rent exigible shall be proportionately reduced for the area which may be rendered unusable for the period.

#### 9.0 TERMINATION

9.1 GACL shall be entitled to terminate this Agreement summarily if the LICENSEE or its employees, agents or sub-contractors either directly or indirectly through the agency of any other person or GACL:

9.1.1 Gives or offers or agrees to give to any person employed or engaged by GACL any gift or consideration of any kind with the intent to influence any person employed or engaged by GACL, or

9.1.2 Knowingly enters into a business relationship of whatsoever kind with any person employed or engaged by GACL with the intent to compete with GACL.

9.1.3 In the event that the premises shall be totally destroyed or be rendered unfit for the purpose for which it was let out owing to any act or omission on the part of the LICENSEE, its agents, personnel or contractors; provided that the said premises shall be restored to its original condition at the expense of the LICENSEE within a period of sixty (60) days.

9.1.4 If the LICENSEE shall on three or more occasions be in default in the payment of rent or other fees herein required to be paid by the LICENSEE, and the LICENSEE having failed to make payments after GACL has issued thirty (30) days written notice to make good all payments (default herein being defined as payment not received by GACL ten or more days after the due date), regardless of whether or not such default has occurred on consecutive or non-consecutive months.

9.2 Either party may terminate this Agreement without cause by giving the other party six (6) months' prior notice in writing. In the event the unexpired term of this agreement is more than one (1) year at the time of termination, the party terminating shall pay to the non-terminating party as compensation a penalty for termination



equal to one year of all payments made by the LICENSEE to GACL during the previous year.

9.3 This Agreement shall terminate forthwith if the LICENSEE goes into liquidation either compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or if a receiver or administrator is appointed in respect of the LICENSEE for a whole or only part of its assets or if the LICENSEE makes an assessment for the benefit of or makes any composition with the creditors generally or with any particular creditor or group of creditors.

9.4 In the event of any breach of the terms in this Agreement the party aggrieved may serve a written notice on the other party specifying the breach complained of, the steps required to remedy it and a reasonable period of thirty (30) days within which time it should be remedied. In the event that a material breach continues without remedy the party aggrieved may terminate this Agreement by a one month written notice to the other.

9.5 Termination of this Agreement by GACL for any reason whatsoever under the terms hereof shall be without prejudice to any rights of action or remedy of GACL in respect of any antecedent breach of the terms hereof by the LICENSEE, and without prejudice to any sum or sums outstanding to GACL at that date arising hereunder.

9.6 In the case of termination for any reason the refundable deposit shall be refunded to the LICENSEE upon condition that the LICENSEE is not in arrears in the payment of rent and has left the Premises in tenantable repair fair wear and tear excepted failing which GACL shall use such sums standing to the credit of the LICENSEE to offset any rent due and owing and or cause any repairs needed on the premises to be made and any balance standing to the LICENSEE's credit paid to it. The LICENSEE shall be liable to pay any difference in the event such sums are insufficient to offset the rent and or cause the repairs.

#### 10.0 EXCLUSIVITY

The rights hereby granted are exclusive to the LICENSEE in relation to specifically COVID-19 Testing only at the Upper Arrivals Hall as is detailed in Appendix II. GACL reserves the right to make similar grants at other locations and Terminals at KIA



GHANA AIRPORTS CO. LTD

## 11.0 MISCELLANEOUS

### 11.1 Vehicles

11.1.1 The routing and positioning on the Airport of the vehicles operated by the LICENSEE and its suppliers shall at all times be subjected to the control of GACL and or appointed representative, and the LICENSEE and its suppliers shall comply with all traffic regulations on the Airport whether statutory or by virtue of a directive of GACL.

11.1.2 This Agreement does not entitle the LICENSEE to park or maintain its vehicles on the Airport except at designated car parks subject to the payment of applicable fees and charges. Maintaining or parking vehicles contrary to Directives, Circulars, Orders or Regulations in force in respect of parking are prohibited.

### 11.2 Disposition of Property

11.2.1 In the event of a change of ownership of Terminal 3 from GACL to a third party, (irrespective of the nature of the change), the LICENSEE agrees to be bound in favor of the third party, in terms of this Agreement.

### 11.3 Relocation

11.3.1 In the event of any redevelopment at Terminal 3 by GACL affecting the premises of the LICENSEE, GACL shall have the right, after giving six (6) months' prior notice of same, relocate the LICENSEE to a new premise within the terminal where there is available space otherwise this agreement shall terminate in accordance with section 9.2 above. All reasonable costs for relocation of the premises only shall be borne equally by the parties. Such cost is to be agreed between the parties before the relocation is carried out. Where the parties are unable to agree on the cost of relocation, GACL reserves the right to terminate this Agreement in accordance with section 9.2 above.

11.3.2 Obligations of the parties and the terms and conditions stipulated herein shall be temporarily suspended during the period of relocation.

### 11.4 Severability

11.4.1 In the event that any provision contained herein is determined to be invalid or unenforceable, the provision shall be expunged from the remainder of this Agreement.

11.4.2 In the event that any provision herein shall not comply with any law or



regulation of any governmental or quasi-governmental authority, now existing or hereinafter enacted, the said provision shall be deemed amended to satisfy the minimum requirements thereof.

#### 11.5 Waiver

11.5.1 Every provision herein imposing an obligation upon the LICENSEE is material. No waiver by GACL of any breach of any provision of this Agreement shall be deemed for any purpose to be a waiver of any breach of any other provision hereof nor of any continuing or subsequent breach of the same provision.

#### 11.6 Safety

11.6.1 The LICENSEE shall comply with any reasonable requirements of GACL directed for the safety of the Premises or the Terminal or the Airport or of Passengers.

#### 11.7 Storage of Dangerous Materials

11.7.1 The LICENSEE shall not at any time store or keep on the Premises any explosive material or petroleum spirit or any highly inflammable substance whatsoever or any goods of a hazardous nature PROVIDED ALWAYS that nothing in the section shall prohibit the LICENSEE from keeping and having on the Premises with the prior written consent of GACL reasonable quantities of such materials as are normally required in premises used for the purposes hereby authorized.

#### 11.8 Signs and Displays

11.8.1 No signs or notices shall be displayed in or on the Premises without the prior written approval of GACL. The LICENSEE shall provide install and maintain at its own expense fix appropriate signage or notice bearing such inscriptions which shall be required by the LICENSEE and which in the opinion of GACL are necessary for the satisfactory operation of the COVID-19 Testing Service or its operations, save that such sign or notice must be approved in writing by GACL.

#### 11.9 GACL Warranty

11.9.1 GACL gives no warranty or assurance as to the condition safety or suitability for any purpose of the Premises or the Installations or any part thereof nor in any way guarantees the continued use of or operation of the Airport or the continuation of the present level of passenger utilization of the Airport and may at any time and from time to time at its sole discretion close or restrict the access of the public or part of it to the Airport or any part thereof or forbid the entrance of any person or persons as it may deem necessary without incurring any liability whatsoever to the

LICENSEE in respect of any disturbance or reduction in or loss of business consequent thereon PROVIDED that in the event of closure of the part of the Airport in which the premises is situated or if there is any discontinuance or restriction of access by the public to the same and provided that the LICENSEE can prove that it sustained a material reduction in Gross Sales which is directly attributable to such closure discontinuance or restriction GACL shall as it considers fair and reasonable agree such reduction in the payments due from the LICENSEE to GACL as GACL sees fit.

11.9.2 Whenever under this Agreement any sum of money shall be recoverable from or payable by either party to this Agreement such sum or any part thereof may be deducted from or reduced by the amount of any sum or sums then due or which at any time thereafter may become due from the other party under this Agreement.

**11.10 Non-assignment**

The rights granted by this Agreement are personal to the LICENSEE who shall not assign or transfer or attempt to assign or transfer them or any part of them to any person save to a subsidiary or associate subject to the written consent of GACL. The LICENSEE shall not assign or delegate or attempt to assign or delegate any of its obligations under this Agreement to any sub-contractor or any other person.

**11.11 Notices**

Any notice to be given under this Agreement shall be in writing to the registered office of GACL or the LICENSEE and shall be deemed to have been served on the fourth day from the day of posting of the same.

For GACL  
Managing Director  
Ghana Airports Company Ltd  
Private Mail Bag  
Kotoka International Airport  
Accra

For LICENSEE  
Managing Director  
Frontiers Healthcare Services Limited  
6<sup>th</sup> Floor, Nestor Square  
Kpabobo River Street  
Airport Residential Area, Accra

**12.0 DISPUTE RESOLUTION**

12.1 Any differences or disputes arising between the parties hereto relating to this Agreement or any matter or thing herein contained or relating hereto shall be settled amicably between the Parties, failing which it shall be referred to the High Court of Justice (Commercial Court Division) for adjudication.



13.0 HEADINGS

13.1 All headings contained in this Agreement are for the purpose of ease of reference and have no legal significance whatsoever.

14.0 LAW OF THE CONTRACT


14.1 This entire Agreement shall be deemed to be formed and made in Ghana. It shall be read and construed according to Ghanaian Law. It is enforceable in the Ghanaian Courts and neither party shall object to it being so enforced.

14.2 The language of this Agreement shall be English.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR RESPECTIVE HANDS AND THE DATE ABOVE WRITTEN.

On behalf of  
GHANA AIRPORTS COMPANY LTD.

SIGNATURE:



NAME: Mr. Yaw Kwakwa

DESIGNATION: Managing Director

DATE:

September 1/2020

WITNESS:

NAME:

Rosemary Boampong

DESIGNATION:

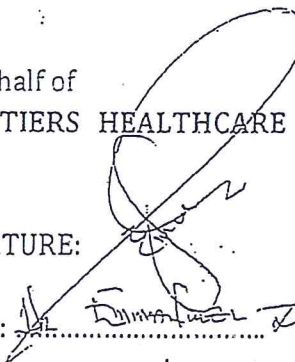
AG- DLS

DATE:

September 1/2020

On behalf of  
FRONTIERS HEALTHCARE SERVICES

SIGNATURE:



NAME:

Dr. Worlanyo Kudzo Sengadza


DESIGNATION:

Director

DATE:

01/09/2020

WITNESS:



NAME:

DR. WORLANYO KUDZO SENGADZA

DESIGNATION:

Managing Director

DATE:

1st September, 2020

GHANA AIRPORTS CO. LTD

SCHEDULE I - FLOOR PLAN

SCHEDULE 2 - APPROVED SERVICE  
COVID-19 TESTING AT UPPER ARRIVAL, TERMINAL 3

GACL/LSD/FrontierHealthcare/License/AGT/T3/09/2020

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GHANA AIRPORTS CO. LTD





## **ADDENDUM TO AGREEMENT**

**BETWEEN**

**GHANA AIRPORTS COMPANY LIMITED**

**AND**

**FRONTIERS HEALTHCARE SERVICES LIMITED**

**FOR THE PROVISION OF COVID-19 TESTING  
SERVICE AT THE UPPER ARRIVAL, TERMNAL 3,  
KOTOKA INTERNATIONAL AIRPORT, ACCRA**

**JUNE 2021**

*GACL/LSD/FRONTIERSHEALTHCARESERVICES/LICENSE/06/21*

THIS ADDENDUM is made the 4<sup>th</sup> day of June, 2021 BETWEEN THE GHANA AIRPORTS COMPANY LIMITED of PMB 36, Kotoka International Airport, Accra (hereinafter referred to as "THE GACL") which expression shall where the context so admits or requires include its successors-in-title and its duly authorized, officers and servants) of the one part and FRONTIERS HEALTHCARE SERVICES LIMITED, of 6<sup>th</sup> Floor, Nestor Square, Kpabobo River Street, Airport, Accra (hereinafter referred to as "THE LICENSEE") of the other part.

**WHEREAS:**

- i. By an Agreement dated 1<sup>st</sup> September 2020 between the Ghana Airports Company Limited (GACL) and Frontiers HealthCare Services Limited, Frontiers HealthCare Services Limited was given a License by GACL for the purpose of carrying out Covid-19 testing of passengers arriving at the Terminal 3 of the Kotoka International Airport.
- ii. The Licensee, Frontiers HealthCare Services Limited originally charged all arriving travellers USD 150.00 per test.
- iii. By clause 4.2.1 of the said Agreement, Frontiers HealthCare Services Limited agreed to pay the Ghana Airports Company Limited (GACL) USD 10.00 per test conducted.
- iv. The Government of Ghana in February 2021 reduced the cost of the test to USD 50.00 for Ghanaians and Ecowas nationals.
- v. The reduction in cost has had adverse financial implications for Frontiers HealthCare Services Limited because the cost of the test incurred by the company is above USD 50.00.
- vi. At a meeting dated June 3, 2021, between the Ghana Airports Company Limited (GACL) and Frontiers HealthCare Services Limited, it was noted that, the reduction by the government of Ghana for Ghanaians and Ecowas nationals was by one third (1/3) of the original amount of USD 150.00 to USD 50.00.

**NOW THEREFORE THE PARTIES AGREE PER THIS ADDENDUM TO THE ORIGINAL AGREEMENT AS FOLLOWS:**

1. This Addendum is supplemental to the Main Agreement and shall be read and construed as forming an integral part of the License Agreement.
2. The original fee of USD 10.00 payable to the Ghana Airports Company Limited by Frontiers HealthCare Services Limited be and is hereby reduced by one third (1/3) to USD 3.3. effective 8<sup>th</sup> February 2021, on tests carried out on Ghanaians and Ecowas nationals

*GACL/LSD/FRONTIERSHEALTHCARESERVICES/LICENSE/06/21*

**GHANA AIRPORTS CO. LTD.**



DATED IN ACCRA THIS.....DAY OF JUNE 2021

SIGNATURE [Signature]

DESIGNATION: *M.D*

WITNESS.....

NAME Gordon R. Wiry

DESIGNATION: DIRECTOR, LEGAL

SIGNATURE.....

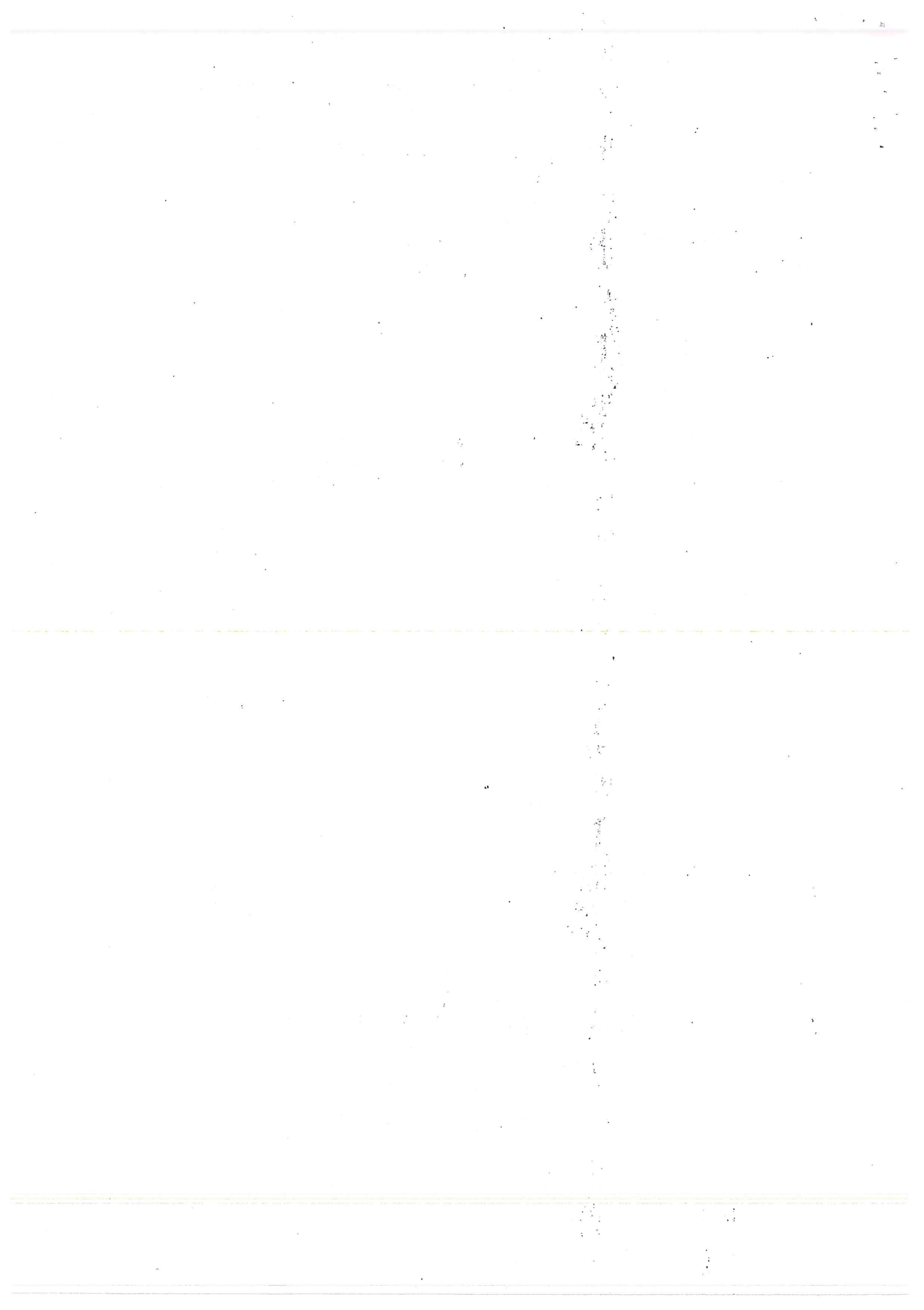
NAME KAMRANUL AZHAR

DESIGNATION.....Director

WITNESS.....

NAME DR. WUYLANYO KUDZO SENGADZA

DESIGNATION.....M.D.







LICENSE

BETWEEN

GHANA AIRPORTS COMPANY LIMITED

AND

FRONTIERS HEALTHCARE SERVICES

FOR

USE AS COVID-19 DRIVE-THROUGH PCR  
AND ANTIBODY TEST CENTRE AT KIA, CAR  
PARK 4

FEBRUARY 2021

GACL/LSD/FrontiersHealthcareServices/License/02/21

THIS LICENSE is made on this 25<sup>th</sup> day of February, 2021 BETWEEN THE GHANA AIRPORTS COMPANY LIMITED (GACL) a limited liability company having its head office at the Kotoka International Airport, Accra in the Greater Accra Region of the Republic of Ghana (hereinafter referred to as the "LICENSOR") which expression shall where the context so requires or admits include its successors-in-title and assigns) of the one part and FRONTIERS HEALTHCARE SERVICES of 6<sup>TH</sup> Floor, Nester Square Towers, Airport City - Accra (hereinafter referred to as the "LICENSEE") on the other part.

WHEREAS:

1. The Licensor is responsible for the management and control of Kotoka International Airport and all Regional Airports in Ghana and other related activities in the Republic of Ghana.
2. The Licensee is a Company incorporated in Ghana with the object of establishing and operating for use a COVID-19 Drive-Through PCR and Antibody Test Centre.
3. The Licensee has applied, and the Licensor has agreed to grant to the Licensee a parcel of land at Car Park 4, Kotoka International Airport, for the establishment and operation for use a COVID-19 Drive-Through PCR and Antibody Test Centre.

NOW IT IS HEREBY AGREED by and between the parties as follows:

1. LICENSE

The Licensor grants to the Licensee a plot of land measuring 2.57 acres (as per the attached sketch) at KIA, Car Park 4 for the establishment and operation for use a COVID-19 Drive-Through PCR and Antibody Test Centre only. Any deviation from this purpose shall constitute a breach of this Agreement.

2. DURATION /FEES/ ROYALTIES/ OPERATORS REGISTRATION FEE

2.1 Notwithstanding the date of signature of this License Agreement it shall be deemed to have commenced from December 10, 2020 and continue for a period of One (1) year expiring on December 9, 2021 renewable for a further term at the instance of the Licensor and subject to terms and conditions to be agreed upon and absence of breach.

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2.2 The term of this License Agreement shall be subject to the Licensee maintaining a valid Health Facilities Regulatory Agency (HeFRA) Permit. The Parties acknowledge that the Licensee's HeFRA Permit is valid up to 16<sup>th</sup> August 2021. The Licensee undertakes to renew the HeFRA Permit upon expiration, failure to do so will result in the automatic termination of this License.

2.3 The Licensee shall pay a License fee of One Hundred and Two Thousand, Eight Hundred United States Dollars (US\$102,800.00) per annum (Based on a rate of US\$40,000.00 per acre per annum) payable in advance.

2.4 If the License is renewed at the expiration of the term hereby granted the fees shall be reviewed upward at a rate not below 10%.

2.5 The Licensee shall be required to pay royalty at a rate of five (5) percent on gross revenue monthly on the 10<sup>th</sup> day of the ensuing month.

2.6 Each vehicle entering the yard for Covid19 test shall be required to pay parking fee/levy of Seven Ghana Cedis (GHS7.00) This levy should be included in the testing fee and not taken separately from the client. This fee is subject to general parking levy reviews at KIA.

2.7 The Licensee shall be required to pay a one-off administrative fee of five (5) percent of the first year's License fee in the amount of Five Thousand One Hundred and Forty United States Dollars (US\$5,140.00).

2.8 The Licensee shall be required to register annually and pay the assessed Airport Operator's Registration Fee at the beginning of each calendar year to remain in good standing.

2.9 The Licensee shall be responsible for the arrangement and cost of any utility connected and consumed to the facility under this License.

### 3. THE LICENSEE HEREBY COVENANTS WITH THE LICENSOR AS FOLLOWS:

Ensure that its Members shall observe the following covenants during the pendency of this license:

- a. To pay the reserved fee at the times and in the manner aforesaid.

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- b. If the fee hereby reserved or any part thereof shall at any time be unpaid for one (1) calendar month after the same shall have become due and payable (whether formally demanded or not) or if any of the covenants or stipulations on the Licensee's part herein contained shall not be performed or observed then and in any such case it shall be lawful for the Licensor or his authorized representative(s) at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this License shall absolutely cease but without prejudice to the rights of either party against the other for any antecedent breach of any of the covenants and stipulations herein before contained.
  - c. To use the space for the establishment and operation of a COVID-19 Drive-Through PCR and Antibody Test Centre only.
  - d. To ensure that at all times the premises is maintained, kept safe and prevented from causing damage to users of adjoining space or properties as well as members of the public, to that extent, to save the Licensor harmless against any claims by third parties arising therefrom.
  - e. Not to operate equipment that will interfere with other transmitting and receiving frequencies at the airport.
  - f. Not to use the premises or permit to be done on the premises hereby demised or any part thereof any act or thing in such manner as to cause a nuisance or annoyance to users of adjoining property or members of the public.
  - g. Not to mortgage, pledge, assign, sublet or otherwise part with possession of the said demised land or any part thereof.
  - h. To pay all rates, taxes, assessments and out goings now or hereafter to be imposed on and payable by the Licensee from the operation of the COVID-19 Drive-Through PCR and Antibody Test Centre.
  - i. To obtain all statutory licensee and permits required for the operation of the COVID-19 Drive-Through PCR and Antibody Test Centre.
  - j. The Licensee shall endeavour to install a separate ECG Electricity meter where so required at the demised space for its Electricity needs.

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GHANA AIRPORTS CO. LTD.

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- k. Not to construct any wall and or any form of development on the said premises, without the written consent of the Licensor.
- l. To keep the premises supplied with such firefighting equipment as shall be reasonably required and to maintain such equipment in efficient working order in accordance with regulations imposed by the Fire Certificates issued from time to time in respect of the Airport and at least once in every (6) months, to cause the firefighting equipment to be inspected by competent personnel or institution.
- m. To participate in Stakeholder Engagement programs and Customer Focus and Security Awareness Orientation and Performance Appraisal Processes as well as subscribe to business promotion arrangements by contributing to a Marketing Fund.
- n. At the end or sooner determination of the term hereby created to deliver up the demised premises and every part quietly and peacefully thereof to the Licensor but without prejudice to the right of the Licensee to remove its installations, structures and equipment there from making good at its own expense damage to any part of the said demised premises consequent upon the installations and or removal of the said structures, installations and equipment.

4. THE LICENSOR COVENANTS WITH THE LICENSEE AS FOLLOWS:

- 4.1. The Licensor shall subject to the terms and conditions herein permit the Licensee to the quiet enjoyment of the demised premises.
- 4.2. To pay all present and future rates, assessments and outgoings now and hereafter charged upon the land or any part thereof except those covenanted to be paid by the Licensee.

5. NON-EXCLUSIVITY

- 5.1 This License is non-exclusive. The Licensor reserves the right to make other grants for similar or other purposes.
- 5.2 The Licensor reserves the right to re-enter the land if the Licensee fails to complete the establishment of the facility within three (3) months after grant of right of entry.

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## 6. CAVEAT

6.1 Licensor reserves the right to withdraw the licence and repossess the land if the land is required by the Licensor for airport development.

6.2 The License is granted on the proviso that Licensee shall use the land for the purpose granted herein only. If the Licensee or any of its Members at any point in time varies the use of the land for any other purpose, then the whole License shall terminate forthwith and the land shall revert to the Licensor immediately or the portion of land affected by the defaulting Member shall be carved out and revert to the Licensor.

## 7. CONFIDENTIALITY AND FIDELITY

The Licensee acknowledges that if in the performance of the services, it may gain access to confidential information belonging to the Licensor or its Lessees and Operators, it hereby warrants that neither the Licensee nor any of its employees shall disclose any information they might come by in the course of its operations unless required by law and that this warranty shall continue after the termination of this contract by whatever means and for whatever causes.

## 8. TERMINATION

8.1 Either party may terminate this contract by giving to the other not less than one (1) month prior notice in writing to that effect.

8.2 Notwithstanding the provisions of the immediately preceding sub-section and without prejudice to any other remedies the Licensor may have against the Licensee, the Licensor shall have the right to terminate this contract summarily in any of the following events:

- a. If the Licensee is in breach of any of the terms herein.
- b. If the Licensee fails to renew its Health Facilities Regulatory Agency Permit upon its expiration.
- c. If the Licensee ceases to operate as a COVID-19 Drive-Through PCR and Antibody Test Centre at KIA
- d. If the conduct of the Licensee or any of its employees is found in the reasonable opinion of the Licensor to be prejudicial to the interest of the Licensor.

GACL/LSDF/FRONTIERSHEALTHCARESERVICES/LICENSE/02/21

GHANA AIRPORTS CO. LTD.



- e. If the Licensee becomes insolvent or being a limited liability company goes into liquidation, whether compulsorily or voluntarily, then in each and every such event the Licensee shall be entitled to terminate this agreement and the Licensee shall be required to handover the facility to the Licensor.
- f. If without the prior written approval of the Licensor the Licensee subcontracts, assigns or transfer this license to a third party.

### 8.3 EFFECT OF TERMINATION

The termination of this Licence by either party is without prejudice to any rights or remedies accruing to the parties.

## 9 INSURANCE / INDEMNITY

The Licensee shall maintain at all times during the pendency of this Licensee a Public/Third Party Liability Insurance Policy with a minimum liability limit of *Five Hundred Thousand Ghana Cedis (GHC.500, 000.00) per occurrence and deposit a copy with the Licensor*. The Licensee shall endorse on the Policy a Hold Harmless provision indemnifying the Licensor against any liabilities and claims that may arise as a result of the operations of the Licensee as well as the acts and omissions of the employees, assigns, contracts and or any one acting through the Licensee at the Airport.

## 10 SPECIAL CONDITION

The Licensee undertakes to refrain from any acts of commission or omission that compromise security and safety arrangements at the airport or in any way impair the efficient operation of communication equipment of frequencies being used for aviation purposes.

## 11 NOTICES

Any notice requiring to be served hereunder shall be sufficiently served if personally delivered or sent by registered post to the registered offices of the addressee.

## 12 NON-TRANSFERABILITY

This License is personal to the Licensee and shall not be capable of being assigned, shared or otherwise disposed of and the Licensee shall not grant any rights in it.

12.1 The Licensee shall not transfer any of the duties or benefits or obligations under this License to any person or company.

GACL/LSD/FRONTIERSHEALTHCARESERVICES/LICENSE/02/21

GHANA AIRPORTS CO. LTD.

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### 13 SETTLEMENT OF DISPUTE

13.1 Any dispute or difference arising out of this License including that considered as such by only one of the parties shall be solved amicably between the parties failing which it shall be determined by the High Court (Commercial Division)

### 14 LAWS GOVERNING CONTRACT AND LANGUAGE


14.1 The contract shall be governed by the laws of Ghana, and the language of the contract shall be English.

### 15 ENTIRE UNDERSTANDING

15.1 This contract constitutes the entire understanding of the parties relating to the provisions of the services and there are no promises, terms or obligations oral or written, express or implied other than those contained herein.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

SIGNED FOR AND ON BEHALF  
OF GHANA AIRPORTS COMPANY  
LIMITED

SIGNATURE: 

NAME: MR. YAW KWAME AGYEM  
KA PRIVATE MAIL BAG 36

DESIGNATION: MANAGING DIRECTOR

DATE: 15/03/2021

WITNESS: 

NAME: Rosemary Boempong

DESIGNATION:

DATE: 15/03/2021

SIGNED FOR AND ON BEHALF  
OF FRONTIERS HEALTHCARE  
SERVICES

SIGNATURE: 

NAME: DR. WORLANDO KUDZO SENEADZA

DESIGNATION: MANAGING DIRECTOR

DATE: 15/03/2021

WITNESS: 

NAME: Emmanuel Agyem Nima

DESIGNATION: Director

DATE: 15/03/2021

GACL/LSD/FRONTIERSHEALTHCARESERVICES/LICENSE/02/21

GHANA AIRPORTS CO. LTD.

ANNEXES

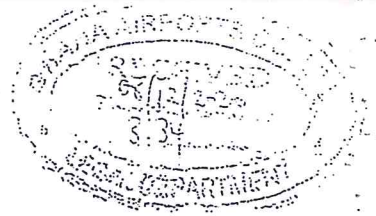
1. OFFER LETTER REFERENCED GACL/CS/LRE/20/81
2. PLAN OF LAND - CARPARK 4
3. LICENSE FROM HEALTH FACILITIES REGULATORY AGENCY

GACL/LSD/FRONTIERSHEALTHCARESERVICES/LICENSE/02/21

GHANA AIRPORTS CO. LTD.

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Postal Address

KA PMB 36

KIA ACCRA

GHANA

Digital Address: GL - 125 - 6946

Tel# 030 255.0612

Fax# 030.276.0981

E-mail: info@gacl.com.gh

website: www.gacl.com.gh

Our Ref: GACL/CS/LRE/20/51

DECEMBER 3, 2020

THE MANAGING DIRECTOR  
FRONTIERS HEALTHCARE SERVICES  
6<sup>th</sup> FLOOR, NESTER SQUARE TOWERS  
AIRPORT CITY, ACCRA.

Dear Sir,

**OFFER LETTER: LAND ALLOCATION AT KIA (CAR PARK 4) TO FRONTIERS HEALTHCARE SERVICES**

In reference to your letters dated September 3<sup>rd</sup> and 19, 2020 requesting land to use as COVID-19 Drive Through PCR and Antibody Test Centre, we are pleased to inform you that Ghana Airports Company Ltd (GACL) has agreed to allocate land to you on the details indicated below:

- |     |                   |   |  |
|-----|-------------------|---|--|
| (a) | TYPE OF AGREEMENT | : | Licence ✓  |
| (b) | LAND SIZE         | : | 2.57 acres. ✓  |
| (c) | LOCATION          | : | KIA at Car Park 4 per the attached sketch plan. ✓  |
| (d) | TERM              | : | 1 Year in the first instance, renewable for a further term if no breaches exist at the time. ✓ |
| (e) | COMMENCEMENT      | : | December 10, 2020. ✓   |
| (f) | EXPIRY            | : | December 9, 2021. ✓  |
| (g) | PURPOSE           | : | For use as COVID-19 Drive-Through PCR and Antibody Test Centre. ✓                              |
| (h) | CONSIDERATION     | : | The under-listed payments will be due GACL in respect of the grant. ✓                          |

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i) Licence Fee

US\$102,800.00 per annum (based on approved rate of US\$40,000.00 per acre per annum) payable in advance. ✓

ii) Fee Review

Fee will be reviewed upward every other year at a rate not below 10%. ✓

iii) Administrative Fees

You shall be required to pay a one-off fee of five per cent (5%) of the first year's Licence Fee. This is assessed as US\$5,140.00 and is in respect of document processing and other administrative charges. ✓

iv) Royalty Payment

You shall be required to pay 5% gross revenue monthly on the 10<sup>th</sup> day of the ensuing month. ✓

iiv) Parking Levy

Each vehicle entering the yard for Covid19 test shall be required to pay parking fee of GHc7.00 (this should be included in the testing fee and not taken separately from the client). This fee is subject to general parking levy reviews at KIA.

(I) AIRPORT OPERATORS  
REGISTRATION

\* You shall be required to register annually and pay the assessed Airport Operator's Registration Fee at the beginning of each calendar year to remain in good standing. ✓

(j) FIRE

You shall observe all Fire Prevention Instructions as prescribed by GACL Rescue and Fire Fighting Service at your own cost, provide and maintain adequate hand fire extinguishers within the Premises and shall comply with regulations imposed by the Fire Certificates issued from time to time in respect of the Airport.

(k) LIABILITY & INDEMNITY

You shall be required to take out a Third Party Liability Insurance with a minimum limit of GHS500,000.00 with an endorsement indemnifying GACL against any cost, claim, action preceding, or damage or liability (including any cost or expense incurred by GACL in enforcing this indemnity) in respect of any personal injuries

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(including fatal injuries) or loss of or damage to any property real or personal including property of GACL or its servants, agents, or contractors, or other third parties at the Airport arising out of the acts and omissions of your agents, assigns, employees and/or personnel whilst on the premises. You shall ensure that the names of all its airport staff are endorsed on the Policy.

**(l) OPERATIONAL  
MANAGEMENT**

: You shall participate in Stakeholder Engagement programmes and Customer Focus and Security Awareness Orientation and Performance Appraisal Processes. You shall also subscribe to business promotion arrangements by contributing to a Marketing Fund.

**(m) UTILITIES**

: You shall arrange with the Utility Companies for direct connections and be responsible for all utility bills consumed on the premises.

**(n) ACCESS TO SITE**

: To enable you to prepare detailed drawings and other preparatory requirements for the site, Right of Entry is granted on receipt and acceptance of this offer and payment of the Licence, Administrative Charges and all other payments due.

**(o) APPROVAL OF WORKS**

: Temporary structures only. You shall be required to submit copies of all proposed development drawings and subsequent amendments for our vetting and prior approval in writing before construction. Any payment or condition associated with such approvals will be indicated duly.

**(p) TERMINATION**

: Either party may terminate the agreement upon One (1) month prior notice. Further clauses on termination will be provided in the Licence Agreement.

**(q) CAVEAT**

: GACL reserves the right to make other grants for such purposes.

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The commencement of the establishment of the facility should be within 3 months of grant of right of entry failing which GACL may re-enter the land.

All Airport Safety and Security arrangements should be fully complied with under the guidelines of GCAA, GACL Airport Operations/Ramp Management and Aviation Security Departments.

The usual terms and conditions applicable to Licence Agreements at the Airport includes but not limited to the following;

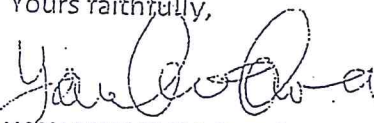
- a. Prompt payment of taxes, rates and other impositions that may fall due.
- b. Not to enter into agreement with other parties to occupy part or whole of the land without first seeking consent of the grantor in writing.
- c. To avoid commissions or omissions that would compromise the safety, security or in any way impair the efficiency of aviation operations such as the operation of communication equipment on frequencies currently used for aviation purposes or that may be used in future.
- d. Termination of the agreement may be occasioned by breaches or non-observance of the covenants or stipulations in the agreement or by mutual agreement between our two parties through notice given to that effect.

You are required to indicate acceptance in writing within Twenty-One (21) days from date of this letter.

Please note that this offer will only be deemed to have been accepted upon the payment by you of the total amount of **ONE HUNDRED AND SEVEN THOUSAND NINE HUNDRED AND FORTY UNITED STATES DOLLARS (US\$ 107,940.00)** representing Licence Fee for the first year and Administrative/Processing fees, due within Twenty-One (21) days from the date hereof.

A formal agreement will be signed between our two parties if the provisions above are acceptable to you.

Yours faithfully,

  
**YAW KWAKWA (MR.)**  
**MANAGING DIRECTOR**

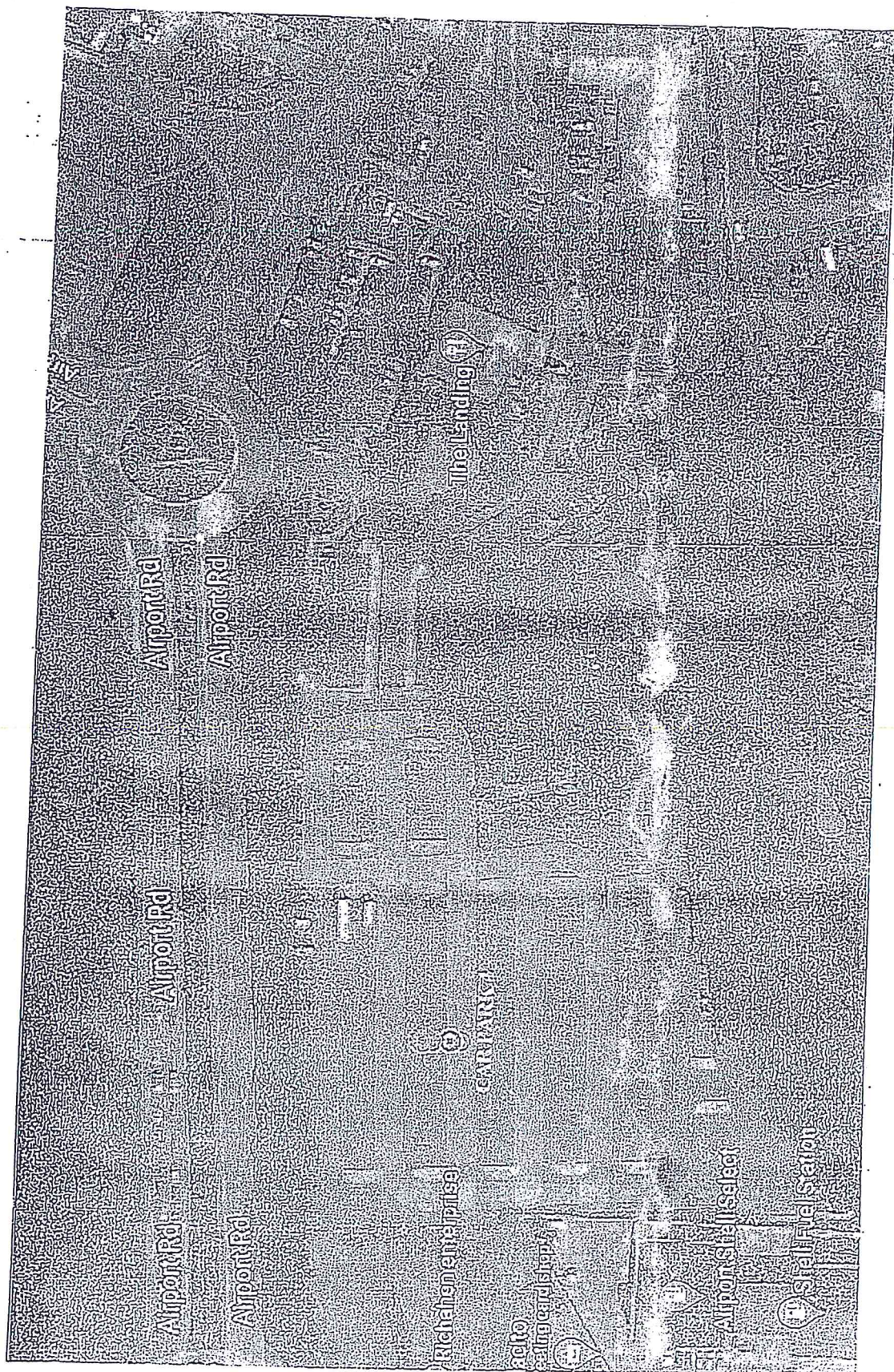
cc: GROUP EXECUTIVE, AIRPORTS MANAGEMENT  
GROUP EXECUTIVE, FINANCE  
DIRECTOR, COMMERCIAL SERVICES  
AG. DIRECTOR, LEGAL SERVICES

**GHANA AIRPORTS CO. LTD.**





SKETCH PLAN - CAR PARK 4



CHINA AIRPORTS CO. LTD

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REPUBLIC OF GHANA

Health Institutions and Facilities Act, 2011 (Act 839), Section 14

HEALTH FACILITIES REGULATION AGENCY  
PROFESSIONAL LICENCE

Licence No. H/GAR/0221/LAB/0081(PR)

FRONTIERS HEALTHCARE SERVICES LIMITED  
(DRIVE THROUGH CENTRE AIRPORT SHELL FILLING STATION)

Situated at: KOTOKA INTERNATIONAL AIRPORT, ACCRA, GREATER ACCRA REGION

has this day been licensed under the provision of the Health Institutions and Facilities Act, 2011 (Act 839) as a

MEDICAL LABORATORY (COVID-19 TESTING CENTRE)

with the responsibilities and privileges under this licence.



Issued: 17/02/2021

Expiry: 16/08/2021

MR. SETTE AGYEMANG  
PRACTITIONER-IN-CHARGE

Dr. Philip A. Bamor (MD)  
Registrar



