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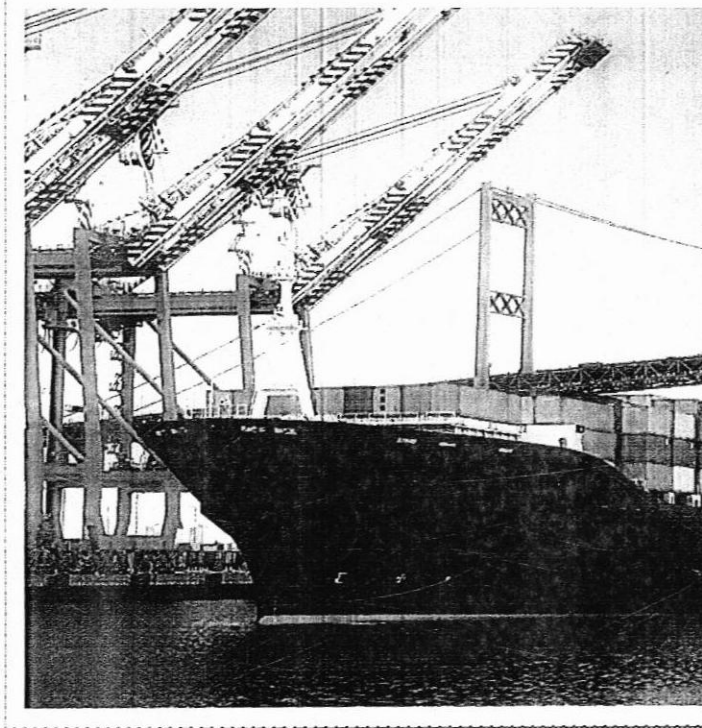


AGREEMENT

AMENDMENT

2021

CARGO TRACKING NOTE SYSTEM



BETWEEN

SIERRA LEONE PORTS AUTHORITY
AND LOGISTICS SOLUTIONS &
SERVICES (SL)LTD

19/01/21

FIRST AMENDMENT
TO THE
CARGO TRACKING NOTE SYSTEM
BY AND AMONG

SIERRA LEONE PORTS AUTHORITY
("SLPA")

-AND-

THE GOVERNMENT OF SIERRA LEONE; REPRESENTED BY
THE MINISTRY OF TRANSPORT AND AVIATION
("GoSL")

-AND-

NATIONAL COMMISSION FOR PRIVATISATION
("NCP")

-AND-

LOGISTICS SOLUTIONS & SERVICES (SL) LTD
("THE CONTRACTOR")

DATED THE 25th DAY OF January, 2021

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THIS AMENDMENT (The First Amendment) is made on the day of January 2021, **between:**

THE SIERRA LEONE PORTS AUTHORITY, a statutory corporation duly established in accordance with the Provisions of the Ports Act No. 56 of 1964, with its Head Office at the Queen Elizabeth II Quay, Cline Town, Freetown in the Western Area of the Republic of Sierra Leone, (hereinafter referred to as **"Authority"**) which expression shall where the context so admits include its successors-in-title and assigns;

AND

THE GOVERNMENT OF SIERRA LEONE, represented by THE MINISTRY OF TRANSPORT AND AVIATION established by the President of the Republic of Sierra Leone in accordance with the Constitution of Sierra Leone Act No.6 of 1991, whose office is situated at Youyi Building, Brookfields, Freetown, aforesaid (hereinafter referred to as **"GoSL"**) which expression shall where the context so admits include its successors-in-title and assigns;

AND

NATIONAL COMMISSION FOR PRIVATISATION, an Agency of the Government of Sierra Leone established under the National Commission for Privatization Act No.57 of 2002, whose office is situated at Lotto House, OAU Drive, Tower Hill, Freetown, aforesaid (hereinafter referred to as **"NCP"**) which expression shall where the context so admits include its successors-in-title and assigns; all of the one part;

AND

LOGISTICS SOLUTIONS & SERVICES, a Private Limited Company duly incorporated under the Laws of Sierra Leone and having its registered office at 48 Waterloo Street, Freetown, Sierra Leone aforesaid (*hereinafter referred to as "the Contractor"*); of the other part.

The Authority and the Contractor are hereafter referred to individually as a **"Party"** and together, as the **"Parties"**;

GoSL represented by Ministry of Transport and Aviation and NCP and their respective permitted assigns are hereinafter referred to individually as a **"Confirming Party"** and together, as the **"Confirming Parties"**.

WHEREAS:

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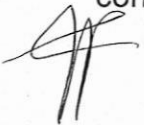
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- A. The Authority by virtue of its enabling statute, Ports Act No. 56 of 1964 as amended;
- i. is the owner and operator of the Port;
 - ii. is vested with the power to provide and operate in the ports such facilities as appear to serve the interests of Sierra Leone and may perform this function through third parties.
- B. GoSL with a view to improving the efficiency and cost effectiveness of Authority has undertaken a privatization exercise through the NCP in respect of the non-core activities of the Authority, one of these being the services to be provided by the Contractor;
- C. NCP is the agency established by the GoSL to formulate and approve policies on privatization and commercialization and the Authority is the implementation agency for the CTN operations;
- D. The International Convention on Safety of Life at Sea 1974/1988 (SOLAS) to which Sierra Leone is signatory provides for the safety of vessels, transported cargoes and also the types of cargo transportation taking into account the specifics of each project.
- E. The International Convention on Safety of Life at Sea 1974/1988 (SOLAS) was amended in 2004 to incorporate the International Ship and Port Facility Security (ISPS) Code which has as one of its requirements the implementation of the Cargo Tracking Note process.
- F. The Government of Sierra Leone being a signatory to the ISPS Code has undertaken to implement its most important requirement in respect of the Advance Cargo Declaration through the Authority and has granted approval for the service contract for the implementation of the Cargo Tracking Note Management in Sierra Leone.
- G. The Government of Sierra Leone being a signatory to The Basel Convention on the Control of Trans-boundary Movements of Hazardous Wastes and Their Disposal, usually known as the Basel Convention, an international treaty that was designed to reduce the movements of hazardous waste between nations, and specifically to prevent transfer of hazardous waste from developed to Less Developed Countries (LDCs) has undertaken to implement Electronic Waste Management and has granted approval to the Contractor for its implementation under the CTN Platform.
- H. The Contractor has by way of a competitive tender won the right to the CTN Platform Contract, which will enable the integration of data with different solutions that will secure mobility for the overall CTN efficiency.

- I. By a letter dated 20th December, 2019 the Contractor was deemed to have the technical expertise and qualified to introduce, implement and operate the CARGO TRACKING NOTE Platform (hereinafter referred to as "**the service**") which includes but not limited to fighting illicit trade, E-Valuator, verification of conformity and compliance to Basel convention on waste of electric and electronic equipment's (EEF) in Sierra Leone Maritime Industry.
- J. The Contractor has accepted the offer of appointment to perform the services in accordance with the agreed specifications and upon the terms and conditions of this Agreement.
- K. Whereas by the contract dated 4th February 2020, the Parties agreed to enter into an Agreement, in order for the Contractor to be granted the right to perform the CTN Operations.
- L. Whereas the parties have mutually agreed to an earlier review of the contract dated 4th February 2020 and to effect same in this Agreement.



ARTICLE 1 –

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

For the purpose of this Article 1 the defined terms used herein shall have the same meaning as set forth in the Contract Agreement dated 4th February, 2020 unless otherwise specifically provided. Any reference to an Article or Appendix in this Article 1 shall be a reference to a clause or an Appendix in the Contract Agreement dated 4th February, 2020 unless otherwise herein specifically provided.

In this Amendment, words and expressions shall have the same meanings as are respectively assigned to them.

1.1 AMENDMENT TO ARTICLE1 (DEFINITIONS AND INTERPRETATIONS)

The following definitions shall have the meaning ascribe to them as set forth below:

"First Amendments" means amendment to the Contract Agreement dated 4th February, 2020.

"Review" has its meaning as set forth in Article 3 of the Contract Agreement dated 4th February, 2020.

INTERPRETATION





In this Agreement unless the context otherwise requires: words importing the singular shall mean the plural and vice versa;

"Clause", "Part" and "Appendix" shall refer, respectively to clauses of and any Appendix to this Agreement. The Appendices to this Agreement shall form part and parcel of this Agreement; a reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the commencement date, from time to time be amended, supplemented or re-enacted; references to any agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or notarized;

Any headings in this Agreement are for ease of reference only and shall not affect the interpretation of this Agreement;

Any reference to a 'Day' means a reference to a calendar Day; and

Any reference to a 'Month' means a reference to a calendar Month,

Any reference to any period commencing "from" a specified day or date and "until" a specified day or date shall include both such days and/or dates.

ARTICLE – 2:

2.1 EFFECTIVE DATE

Article 2 of the Contract Agreement dated 4th February, 2020 is hereby amended to read as follows:

- (a) The provisions in this first Amendment shall be in full force and legally binding on all Parties upon the execution date of this First Amendment and the date of ratification of this First Amendment and The Contract Agreement dated 4th February, 2020 by the Parliament of Sierra Leone.
- (b) Article 2 paragraph b (xii) is hereby deleted in its entirety

ARTICLE 3

3.1 REVIEW

Article 3.3 paragraph 'f' of the Contract Agreement dated 4th February is hereby amended to read as follows:


The Agreement shall be reviewed in the 2nd, 5th and 7th year of its existence, effective from the dated of this First Amendment.

ARTICLE - 4

Article 7 of the Contract Agreement dated 4th day of February, 2020, is hereby amended in its entirety to read as follows:

REVENUE SHARING

- 4.1 The revenue sharing formula shall be 20% to GoSL and 80% to the Contractor as stated in Appendix 2
- 4.2 All revenue generated/collected from CTN fees/charges shall be paid into an escrow account.
- 4.3 80% of the revenue deposited into the escrow account shall be remitted to the Contractor's operational account designated in writing by The Authority.
- 4.4 The revenue generated from the service shall be computed using the statistical report sheet to be developed by both the Contractor and the Authority attached as Appendix 2



- 4.5. Payment to be made to the GoSL from the revenue collected by the Contractor shall be done on a monthly basis and in not more than 10 working days of the subsequent month.

ARTICLE 5

REPORTING OBLIGATIONS

5.1. Article 12 of the Contract Agreement dated 4th February, 2020 is hereby amended in its entirety to read as follows:

a). The Contractor shall submit the following reports to the Authority effective from the date of this First amendment:

- i. Quarterly Performance reports
- ii. Yearly Audited Accounts
- iii. Progress report on projects under implementation
- iv. Half yearly monitoring Committee report
- v. Yearly Budget and Planning report

ARTICLE – 6

NOTICES

Unless otherwise stated, notices to be given under this Agreement shall be in writing and shall be given by hand delivery, recognized courier, mail, and delivered or transmitted to the parties at their respective addresses set forth below:

For the Authority:

Sierra Leone Ports Authority
Queen Elizabeth II Quay,
Cline Town
Freetown, Sierra Leone
Attention: The General Manager
Telephone:
Email:

For GoSL:

Ministry of Transport and Aviation
Youyi Building, Brookfields
Freetown, Sierra Leone
Attention: The Honorable Minister
Telephone:
Email:



For NCP:

National Commission for Privatisation
Lotto House
OAU Drive, Tower Hill
Freetown, Sierra Leone
Attention: The Chairman
Telephone:
Email:

For Logistics Solutions & Services:

48 Waterloo Street
Freetown, Sierra Leone
Attention: The Chief Executive Officer
Telephone: +23230729008/+23279826615
Email:abdul@lss-supplies.com

Or such other address, as may be notified by that party to the other party from time to time, and shall be deemed to have been made or delivered in the case of any communication made by letter, when delivered by hand by recognized international courier or by mail (registered, return receipt requested) at that address

In case a party changes its address and/or attention, it shall notify the other party in writing prior to adoption of the new address and/or attention.

ARTICLE 7

APPENDICES

- (a) Appendix 2 of Article 27 of the Contract Agreement dated 4th February, 2020 is hereby amended to reflect the revenue sharing formula as stated in Article 4 of this First Amendment.
- (b) Appendix 4 of Article 27 of the Contract Agreement dated 4th February, 2020 is hereby deleted in its entirety.

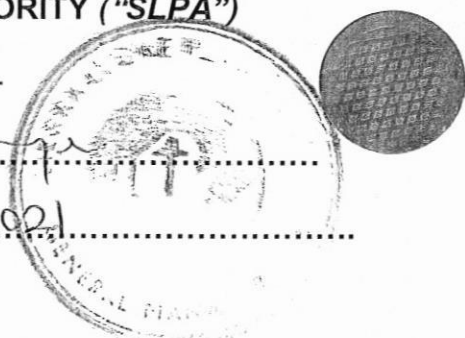
IN WITNESS WHEREOF THE DULY AUTHORISED REPRESENTATIVES OF THE PARTIES HAVE HEREUNTO SET THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED for and on behalf of the within named
SIERRA LEONE PORTS AUTHORITY ("SLPA")

BY ITS GENERAL MANAGER -

SIGNATURE: 

DATE: 08/01/2021



IN THE PRESENCE OF:

NAME: Yankuba Ashie Bio

ADDRESS: 5 Pumpkin Drive off Williams Road

DESIGNATION: Deputy General Manager

SIGNATURE: 

SIGNED, SEALED AND DELIVERED for and on behalf of the within named
MINISTRY OF TRANSPORT AND AVIATION ("GoSL")

BY ITS MINISTER - K. B. Kallon

SIGNATURE: 

DATE: 25/1/2021



IN THE PRESENCE OF:

NAME: Bolan M. L. L.

ADDRESS: W 17 Spur Road, Wilberforce

DESIGNATION: Permanent Secretary

SIGNATURE: 

SIGNED, SEALED AND DELIVERED for and on behalf of the within named
NATIONAL COMMISSION FOR PRIVATISATION ("NCP")

BY ITS CHAIRMAN Dr. Prince Alex Harding

SIGNATURE: Dr. Prince Alex Harding

DATE: 22-01-2021

National Commission for Privatisation
Lotto House, OAU Drive
Tower Hill, Freetown

IN THE PRESENCE OF:

NAME Mustapha Samra

ADDRESS N.C.P

OCCUPATION Executive Personal Assistant

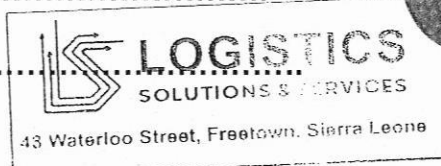
SIGNATURE AS

SIGNED SEALED AND DELIVERED for and on behalf of the within named
LOGISTICS SOLUTIONS & SERVICES LTD ("CONTRACTOR")

BY ITS CHIEF EXECUTIVE OFFICER Abdulai Koroma

SIGNATURE: Abdulai Koroma

DATE: 4/1/2021



IN THE PRESENCE OF:

NAME MUSA KOROMA

ADDRESS 1, Mus Dowe Hill Station

DESIGNATION Chairman

SIGNATURE Musa Koroma

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APPENDIX 2

CONTRACT FEES PAYABLE

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National Commission for Privatization

OFFICE OF THE PRESIDENT

Lotto House, OAU Drive, Tower Hill, Freetown, Sierra Leone.

Email: ncpenquiries@gmail.com P.O. Box 56 Tel No: +232 78 690494

APPENDIX 2

CONTRACT FEES PAYABLE

The Cargo Tracking Note Operations for the duration specified in the Agreement shall subject to the following fees payable to SLPA and NCP/GoSL

1. Commencement Fee:

In consideration for the rights granted to the Contractor and to commence operation, the Contractor shall pay to the Authority Commencement fee of Le500,000,000.00 (Five Hundred Million Leones)

2. Revenue Sharing:

The revenue sharing formula shall be 20% to GoSL and 80% to the Contractor. Payment to be made to the GoSL from the revenue collected by the Contractor shall be done on a monthly basis.

3. Annual Rental Fee

There shall be an Annual Rental Fee which shall be negotiated and agreed upon by the Authority and the Contractor on a lease Agreement for office space at the port.

4. Bank Account Details:

All Fees payable to GoSL shall be paid into such Bank Account designated in writing by NCP to the Contractor. Rental fee shall be payable to the Authority into a bank account designated in writing by Authority to the Contractor.

5. Penalty for Delay Payment

Where for any reason the Contractor fails to Pay fees that are due in accordance with the provisions in this Agreement after 30 (thirty) days from the due date the Contractor shall be liable to pay LIBOR plus 5% compounded monthly.

APPENDIX 9

SCHEDULE OF REPORTS

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APPENDIX 9

REPORTING SCHEDULE

NO	DESCRIPTION	TIME
1	PERFORMANCE REPORTS	QUARTERLY
2	AUDITED ACCOUNTS	YEARLY
3	CUSTOMER COMPLAINTS REPORTS	WEEKLY
4	PROGRESS REPORTS ABOUT THE PROJECTS UNDER IMPLEMENTATION	QUARTERLY
5	MONITORING COMMITTEE REPORT	HALF A YEAR
6	FINANCIAL REPORT	MONTHLY
7	CAPITAL EXPENDITURE REPORT	YEARLY
8	BUDGET AND PLANNING REPORT	YEARLY
9	MANAGEMENT ACCOUNTS	MONTHLY

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35/739115/2021

THIS INSTRUMENT WAS PROVED/ACKNOWLEDGED BY
THE TESTIMONY OF **Mustapha Sannoh** WITHIN NAMED TO BE THE
ACT AND DEED OF **SL. Ports Authority** BEFORE ME THIS **25th** DAY
OF **Jan. 2021** AT **11:45** O'CLOCK
IN THE **Fore** NOON

Registrar General
SIERRA LEONE

Certified True Copy



REGISTRAR-GENERAL
SIERRA LEONE



~~INSTRUMENT IS REGISTERED AS NO.~~
~~IN PAGE _____ IN VOLUME _____ IN~~
~~BOOK OF _____~~
~~THE OFFICE OF THE REGISTRAR GENERAL~~

REGISTRAR GENERAL



DATED THE 30th DAY OF January 2021
35/2021
BETWEEN:

SIERRA LEONE PORTS AUTHORITY
(SLPA)

AND

THE GOVERNMENT OF SIERRA LEONE; REPRESENTED BY THE
MINISTRY OF TRANSPORT AND AVIATION

AND

NATIONAL COMMISSION FOR PRIVATISATION
(NCP)

AND

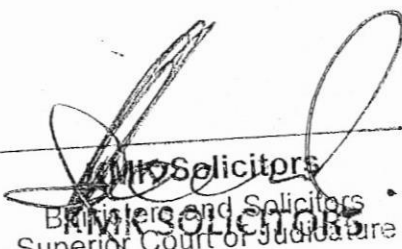
LOGISTICS SOLUTIONS & SERVICES (SL) LTD

ADMINISTRATION

AMOUNT	600000
PROCESS	AS ABOVE
DATE	35/1/21
RECEIPT NO.	739115

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Solicitors
Barristers and Solicitors
Superior Court of Judicature
28 JOHN STREET
FREETOWN

FREETOWN

SOLICITORS, CONVEYANCERS, ETC