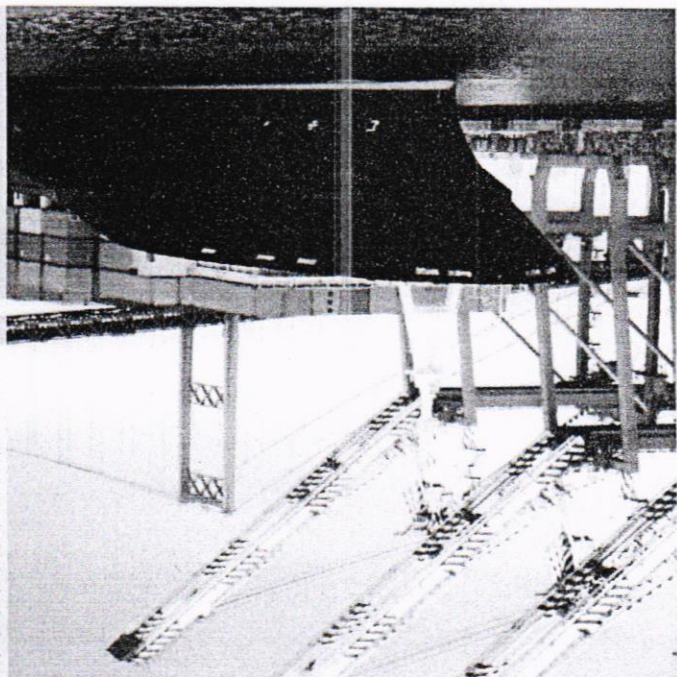


SIERRA LEONE PORTS AUTHORITY
AND TRANSPORT AND PORTS
MANAGEMENT SYSTEM-WEST
AFRICA SIERRA LEONE LIMITED

BETWEEN



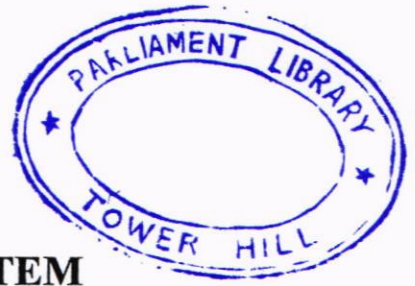
CARGO TRACKING NOTE SYSTEM

AGREEMENT

2014



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CONTRACT AGREEMENT
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-

ASSOCIATED TRANSPORT AND PORTS MANAGEMNET
SYSTEM – (ATPMS)
(“THE SPONSOR”)

-AND-

TRANSPORT AND PORTS MANAGEMENT SYSTEM, WEST
AFRICA, SIERRA LEONE – (TPMS,WA-SL)
(“THE CONTRACTOR”)

DATED DAY OF NOVEMBER, 2014



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LIST OF APPENDICES

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THIS AGREEMENT is made the day of November, 2014

BETWEEN

THE SIERRA LEONE PORTS AUTHORITY, a statutory corporation duly established in accordance with the Provisions of the Ports Authority Act No. 54, 1964, with its Head Office at the Queen Elizabeth II Quay, at Cline Town, Freetown in the Western Area of the Republic of Sierra Leone, (hereinafter referred to as "**SLPA**") 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 Privatisation Act No.57 of 2002, whose office is situate 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

ASSOCIATED TRANSPORT AND PORTS MANAGEMENT SYSTEM (ATPMS), a private company whose registered office is situate at Noorderlaan 117 2018 Antwerpen, Belgium (*hereinafter referred to as "the Sponsor"*);

AND

TRANSPORT AND PORTS MANAGEMENT SYSTEM, WEST AFRICA, SIERRA LEONE (TPMS,WA-SL), a private company duly incorporated under the Laws of Sierra Leone and having its registered office at 3 Earl Street, Freetown, aforesaid (*hereinafter referred to as "the Contractor"*); of the other part.

The SLPA and the Contractor and their respective successors and permitted assigns are hereafter referred to individually as a "**Party**" and together, as the "**Parties**";



GoSL /NCP and ATPMS and their respective permitted assigns are hereinafter referred to individually as a "**Confirming Party**" and together, as the "**Confirming Parties**".

WHEREAS:

- A. SLPA 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 power to provide and operate in the ports such facilities as appear to it best calculated 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 SLPA has undertaken a privatisation exercise through the NCP in respect of the non-core activities of SLPA, 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 privatisation and commercialisation and the SLPA 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 SLPA and has granted approval for the service contract for the implementation of the Cargo Tracking Note Management in Sierra Leone.
- G. The Company (*Sponsor*) has by way of competitive tender won the right to a CTN Contract and the space on which the said CTN offices is to be located for the period of this Contract.
- H. By a letter dated 31st October, 2014 the Sponsor has been deemed having the technical expertise and qualified to introduce, implement and operate the CARGO

TRACKING NOTE Facility (hereinafter referred to as "*the service*") in Sierra Leone Maritime Industry and to this end has agreed to form a "*Special Purpose Vehicle*" (SPV) to perform the service in accordance with the agreed specifications and upon the terms and conditions of this Agreement;

- I. For the purposes of the Contract, the Sponsor has formed the Contractor, as a SPV and has registered it in Sierra Leone;
- 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. The Parties have agreed to enter into this Agreement, in order for the Contractor to:

be granted the right to perform the CTN Operations

to use the Premises and/or Assets of the SLPA; and

to maintain and make certain Improvements to such Assets (if any).

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

DEFINITIONS

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

"**Act**" means Sierra Leone Ports Authority Act No. 56 of 1964.

"**Agreement**" means this Agreement (including all appendices attached hereto) as amended, and/or supplemented from time to time;

"**Annual Rental Fee**" has the meaning set forth in *Appendix A*

"**Applicable Laws**" mean any law, statute, order, decree, International Conventions to which Sierra Leone is a state party affecting the Maritime Industry and Protocols, injunction, license, permit, consent, approval, agreement or regulation of any Government authority having jurisdiction over the matter in question, or other legislative or administrative action of a Governmental authority, or a final decree, judgment or order of a court which relates to the operations or the interpretation or the application of this Agreement, as the case may be. In the event of an inconsistency or conflict between any of the applicable laws, the law most specific to the subject matter shall apply;

"**Applicable Permits**" mean any and all permissions, clearances, licenses, authorizations, consents, sanctions, no-objections, approvals of or from any Government

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authority required in connection with this Agreement and for undertaking, performing or discharging the obligations contemplated by this Agreement;

"Change in Law" means any amendment, modification, superseding act, deletion, addition or change in or to the applicable laws that occur and take effect after the commencement date of this Agreement and shall be applicable to this Agreement and if necessary may warrant further amendments, revisions or other addenda as the case may be;

"Commencement Date" means the date of the start of the CTN operations;

"Confirming Party" has the meaning set forth in the Recitals;

"Contractor" has the meaning set out in the Recitals;

"Dispute" means a conflict or controversy; or a conflict of claims or rights; an assertion of a right, claim, or demand on one side, met by contrary claims or allegations on the other;

"Environmental Law" means any statute, rule, regulation, ordinance, code, guideline or policy having the force of law, in each case, applicable to this Agreement now or hereafter in effect and any applicable judicial or administrative decision, interpretation, pronouncement, order, decree or judgment, relating to the environment, public health and safety;

"Effective Date" has the meaning set forth in Article 2;

"Equipment" means any and all machinery, tools, office equipment, computers (hardware and software) and any other equipment used in the execution of this Agreement whether new, used, leased or owned by the Contractor at any time throughout the duration of this Agreement.

"Execution Date" means the date this Agreement is signed by the Parties.

"Expert" means any person, body or organization of repute with recognized competence and professional expertise in respect of any field, matter or subject relevant for the purpose of this Agreement, appointed by the parties by mutual consent as well as a judicial body;

"Financial Year" means the financial year commencing on 1st January and ending on 31st December and the first Accounting Year shall be from the Commencement date and until 31st December.

"Force Majeure Event" means an exceptional event or circumstance:

ARTICLE – 2

EFFECTIVE DATE, TERM, REVIEW AND MONITORING

2.1 EFFECTIVE DATE

- (a) The provisions of this Agreement shall be in full force and effect, effective upon the Parties hereto, and enforceable in accordance with the terms, from the date of commencement of the Contractor's Operations.
- (b) Except as otherwise provided, this Agreement shall become binding within Ninety (90) days following the Execution Date (Signature Date) provided that the following conditions have been fulfilled by the Contractor;
 - i. *Execution and Delivery of the Agreement* – participate in the drafting, signing and delivery of this agreement;
 - ii. *Corporate Proceedings* – deliver to SLPA a Secretary's Certificate certifying to;
 - 1. resolutions adopted by the Contractor evidencing the authorisations to execute this Agreement;
 - 2. details of shareholders of the Contractor;
 - 3. the constitutional (Memorandum and Articles of Association) documents of the Contractor;
 - 4. certificate of incorporation; and
 - 5. letter of authorisation, authorising the officers of the Contractor to execute this Agreement and documents required hereunder;
 - iii. *Officer's Certificate* - deliver a certificate in form and substance satisfactorily to SLPA, dated the Effective Date and signed by a duly authorised officer, as to the facts that;
 - 1. the representations and warranties of the Contractor in this Agreement are true and correct in all material respects when made at the Execution and Effective Date with the same effect as though made at such time; and



2. the Contractor has duly performed and complied in all material respects with all covenants and agreements contained in this agreement required to be performed or complied with by it on or before the Effective Date.
- iv. *Insurance Policies* – provide copies of all necessary insurance policies (insuring people - third parties) approved by a reputable Insurance Institution acceptable to the GoSL.
- v. *Annual Rental Fee* – pay to SLPA the Annual Rental fee on or before the Effective Date.
- vi. *Local Bank Account* – provide SLPA details of its main Bank Account located in Sierra Leone for the purpose of the Agreement (Contractor's Operations)
- vii. *Evidence of Funds* – provide NCP an official bank statement or an official bank confirmation letter (attached as *Appendix B*) evidencing available funds to finance the project.
- viii. *Performance Bond* – make available a performance bond of Three Hundred Thousand United States Dollars (USD\$300,000.00) (attached as *Appendix C*) to NCP to be renewed annually or guaranteed by a local commercial bank in Sierra Leone.

2.2 TERM

- (a) This Agreement is for a period of Ten (10) years commencing from the date of start of the CTN Operations (Effective Date).
- (b) This Agreement is NOT automatically renewable; however, SLPA may give the Contractor renewal priority over another applicant for CTN services. The Contract Period may be renewed after the Ten (10) year duration specified above for another period of Five (5) years subject to the Contractor's satisfactory performance of its obligations under this Agreement and consensus of the Parties on renewal terms and conditions.
- (c) Following such tenth (10th) Anniversary of the Effective Date, and unless this Agreement has otherwise been terminated, the parties shall meet on or around the eighth (8th) Anniversary of the Effective Date to negotiate and mutually agree on a renewal and the rent payable upon the renewal and extension of the concession, provided that either Party has notified the other Party in writing of its



desire to renew this Agreement no less than two (2) years prior to such tenth (10th) anniversary of the Effective Date.

2.3 REVIEW

- (a) This Agreement shall be reviewed after every five (5) years from the Effective Date;
- (b) The Parties undertake to appoint a "Review Committee" (RC) comprising Nine (9) members to review the rights and obligations of the Parties under this Agreement. The Contractor shall appoint four members and the GoSL shall appoint five (5) to include the Chairman of the RC;
- (c) Notice of the RC Meeting shall be communicated by the GoSL/NCP three (3) months in advance of the Meeting;
- (d) The place of the RC Meeting shall be in Freetown and the process shall not last for more than three (3) consecutive days. Each Party shall notify the other Party with the names of the members so designated and the agenda of the Meeting (including details of committee's members, venue, etc) will be prepared by NCP/GoSL and shall be circulated at least fifteen (15) Business Days in advance of the meeting;
- (e) Sitting fees attached to RC shall be borne by the Contractor;
- (f) Any recommendation for Amendment to this Agreement by the RC shall be agreed between the parties in writing and recorded in an Addendum in accordance with Amendment clause of this Agreement.

2.4 MONITORING

- (a) This Agreement shall have a "*Monitoring Committee*" (MC) comprising five (5) representatives of one (1) member each from the SLPA, NCP, MTA, SLMA, MoFED and the Contractor. The MC shall be constituted within two (2) weeks after the Effective Date and details of representatives shall be communicated to both Parties within such period;
- (b) The MC shall monitor and facilitate the execution of this Contract to enhance effective and unhindered operations and to ensure the Contractor's compliance with regulations;



- (c) The MC shall meet in ordinary session at least twice a year, to carry out its mandate which shall involve examination of the operations and pertinent documentation of the Contractor against the stipulations of this Agreement and industry/regulatory standards. Such examination must be undertaken in an open field work and fair dialogue between the Parties. The MC may hold extraordinary sessions as and when found necessary and requested by either party of the Agreement;
- (d) The MC shall not interfere with the Contractor's internal management;
- (e) The MC shall periodically inspect and monitor the operations of the Contractor on an on-going basis to ensure compliance with operational standards; and
- (f) The MC shall send its session reports to the SLPA's General Manager and the Contractor's Managing Director.

ARTICLE – 3 REVENUE SHARING

- 3.1 The Contractor hereby covenants with the Authority to perform the service in conformity with the terms and conditions of this Agreement.
- 3.2 The revenue sharing formula shall be 60% to NCP/GoSL and 40% to the Contractor

ARTICLE – 4 TERMS OF PAYMENT

- 4.1 The contractor shall assist SLPA to develop a Cargo Tracking Note fee/charges as set out in *Appendix D*. Changes to fees/charges must be approved by NCP.
- 4.2 Sixty percent (60%) of the Cargo Tracking Note fee/charges collected at the loading ports shall be paid and transferred by the Contractor, to the GoSL through such bank account as shall be designated in writing by NCP to the Contractor every three months; however, such transfer shall be made within five (5) business days at the end of the quarter and this transfer period shall be reviewed during the review period.
- 4.3 The revenue to be generated from the service shall be computed using the statistical report sheet to be developed by both the Contractor and NCP.
- 4.4 The Contractor shall provide a software which permits NCP/SLPA to view in real time all transactions undertaken by the Contractor within and without Sierra Leone in respect of the services stipulated in this agreement.



- 4.5 In the event that the Contractor fails to make payment within the time stipulated in this Agreement, the contractor shall pay NCP/GoSL interest at 12% compounded quarterly from the date on which the same should have been paid until payment is made.
- 4.6 The implementation of the service shall be at **no direct extra cost/charge** to importers and the Government of Sierra Leone. The fee is in-built in the international freight and is paid by the carrier.
- 4.7 There shall be no escalation of the contract ratio throughout the duration of this Agreement.

ARTICLE – 5 OBLIGATIONS OF PARTIES

5.1 OBLIGATIONS OF BOTH PARTIES

- (a) In consideration of the provisions of this Agreement and other good and valuable consideration, SLPA shall grant the Contractor the right to perform the service subject to the terms of this Agreement.
- (b) SLPA and the Contractor shall assist in providing necessary facilities for the performance of the service. The parties shall provide all data and information directly related to the performance of the service to facilitate its proper implementation.
- (c) SLPA and the Contractor shall exercise all due care and diligence in discharging their obligations and shall co-operate with each other as reasonably possible in order to achieve the objectives of this Agreement.

5.2 OBLIGATIONS OF SLPA

- (a) SLPA shall facilitate the provision of office accommodation necessary at such locations within Sierra Leone to be designated by the Contractor to facilitate the installation of an electronic management system to enable the Contractor do the following;
- (i) fill, approve, and control the Cargo Tracking Note via the internet; and
 - (ii) build a central transport data base using the information provided by the Cargo Tracking Note from all the connected ports.
- (b) SLPA shall provide to the Contractor all such information, approvals and consents relating to the CTN implementation from all Government agencies,



including public and private partners to ensure the smooth, effective and efficient implementation of this Agreement;

- (c) SLPA shall undertake periodic monitoring and evaluation and have unfettered access to the Cargo Tracking Note data of the Contractor;
- (d) SLPA shall organise the enforcement with the stakeholders;
- (e) SLPA shall facilitate a request of customs duty exemption on equipment for the project from MoFED in accordance with the applicable laws of Sierra Leone. The Contractor will be entitled to apply for exemptions under the relevant tax laws;
- (f) The SLPA/NCP shall set up a Monitoring, Evaluation and Compliance Committee with the right to conduct impromptu examination and review of operations; and
- (g) SLPA shall provide an office space at the Queen Elizabeth II Quay for the Contractor's operations and the Contractor shall pay an annual fee which will be negotiated and agreed by both parties in a separate Lease Agreement.

5.3 OBLIGATIONS OF THE CONTRACTOR

- (a) The Contractor shall start Operations with an Initial Capital Investment of One Million United States Dollars (USD\$ 1Million) as stipulated in the Technical Proposal submitted by ATPMS and specified in *Appendix E*;
- (b) The Contractor shall provide a Staffing and Succession Plan as well as Health and Safety Plan of its employees which shall form part of this Agreement and attached as *Appendix F*;
- (c) The Contractor shall not sell/transfer this Agreement to any other CTN operators without the expressed written consent of NCP/SLPA;
- (d) At the conclusion of the CTN operations in Sierra Leone either under this Agreement or subsequent renewed options the Contractor undertakes to Set-Up and Transfer the CTN Operating Systems and Assets to the GoSL at the expiration of this Contract;
- (e) The contractor shall where required to carry its operations in ports outside of Sierra Leone sub-contract its functions to other competent CTN operators. The Contractor shall promptly inform NCP/SLPA of any such sub-contract including the fees and operational costs occasioned by same and where necessary or where practicable seek prior approval of NCP/SLPA (such approval not to be unreasonably withheld);



- (f) The Contractor shall represent SLPA at all levels and with any partner, public or private especially, the carriers; the shippers, the ship owners, the stake-holders on issues relating to CTN only and make disclosure of same to SLPA;
- (g) The Contractor shall provide the loading port for each folder, with Sierra Leone as the final destination and a report per vessel on Cargo Tracking Note;
- (h) The Contractor shall impose a penalty fee (as specified in *Appendix D*) on vessels, carriers in respect of cargos for which they fail to comply with the CTN procedure and this penalty shall form part of the revenue generated by the Contractor on behalf of NCP/GoSL;
- (i) The Contractor shall provide SLPA with a copy of report on each vessel sailing in and out of Sierra Leone Ports;
- (j) The Contractor shall not divulge to any unauthorised person or body any information obtained or the results of any survey or data obtained in connection with this Agreement;
- (k) The contractor shall at all times allow authorised representatives of SLPA access to its electronic data bank;
- (l) The Contractor shall be entitled to work twenty-four (24) hours a day and seven (7) days a week including public holidays until the service is completed;
- (m) The Contractor shall deploy its team of experts and personnel for the performance of the service. The Contractor covenants that the experts and personnel made available by it for the execution of this Agreement are suitable and qualified for the duties for which they have been deployed;
- (n) Where it becomes necessary to replace any of the personnel deployed by the Contractor for the execution of this Agreement, the Contractor shall arrange such replacement with a person of comparable competence as soon as possible. The cost of such replacement shall be borne by the Contractor;
- (o) Except to the extent not locally available, the Contractor shall employ and train local staff to be positioned at all levels of employment in the company for the execution of this agreement. In cases where an expert is brought from outside Sierra Leone to carry out certain functions local employees must be trained to assume responsibilities within two (2) years;
- (p) The Contractor shall comply with the labour Laws and Regulations of Sierra Leone and respect the rights of the workers guaranteed therein, including in relation to the payment of social security insurance contributions for employees;
- (q) The Contractor shall be responsible for the welfare of all its personnel used in the execution of this Agreement;



- (r) The Contractor shall ensure that adequate equipment are in place for the smooth working of the Cargo Tracking Note arrangement. A list of such equipment that would be deployed in the execution of this Agreement shall be made available to SLPA by the Contractor (as specified in *Appendix G*);
- (s) The Contractor shall be responsible for the procurement and installation of equipment, setting up and commissioning of CTN;
- (t) The Contractor is required to produce an official bank statement or an official bank confirmation letter evidencing available funds to finance the project;
- (u) The Contractor shall make available a Performance Bond of \$300,000.00 (as specified in *Appendix C*) to be renewed annually and guaranteed by a local bank in Sierra Leone;
- (v) The Contractor shall with the assistance of NCP/SLPA request a five (5) year corporate tax exemption from the GoSL in order to stabilise its operations after which the proposed exemption shall be subject to review by the GoSL;
- (w) The Contractor shall ensure that sum collected under this Agreement should be deposited in its main business bank account located in Sierra Leone from which Revenue sharing shall be paid;
- (x) The Contractor undertakes to provide the following documentations (as tabled in *Appendix H*) to NCP/SLPA when operation commences:
 - Monthly management accounts
 - Quarterly performance reports
 - Yearly audited accounts
 - Weekly customer complaints reports
 - Progress reports about the projects under implementation
 - Half a year monitoring committee report
 - Weekly financial report
 - Capital expenditure report
 - Yearly budget and planning report
- (y) All major capital expenditure developed by the Contractor shall be disclosed in a timely manner to NCP/SLPA by the Contractor.

ARTICLE – 6 KEY PERFORMANCE INDICATORS

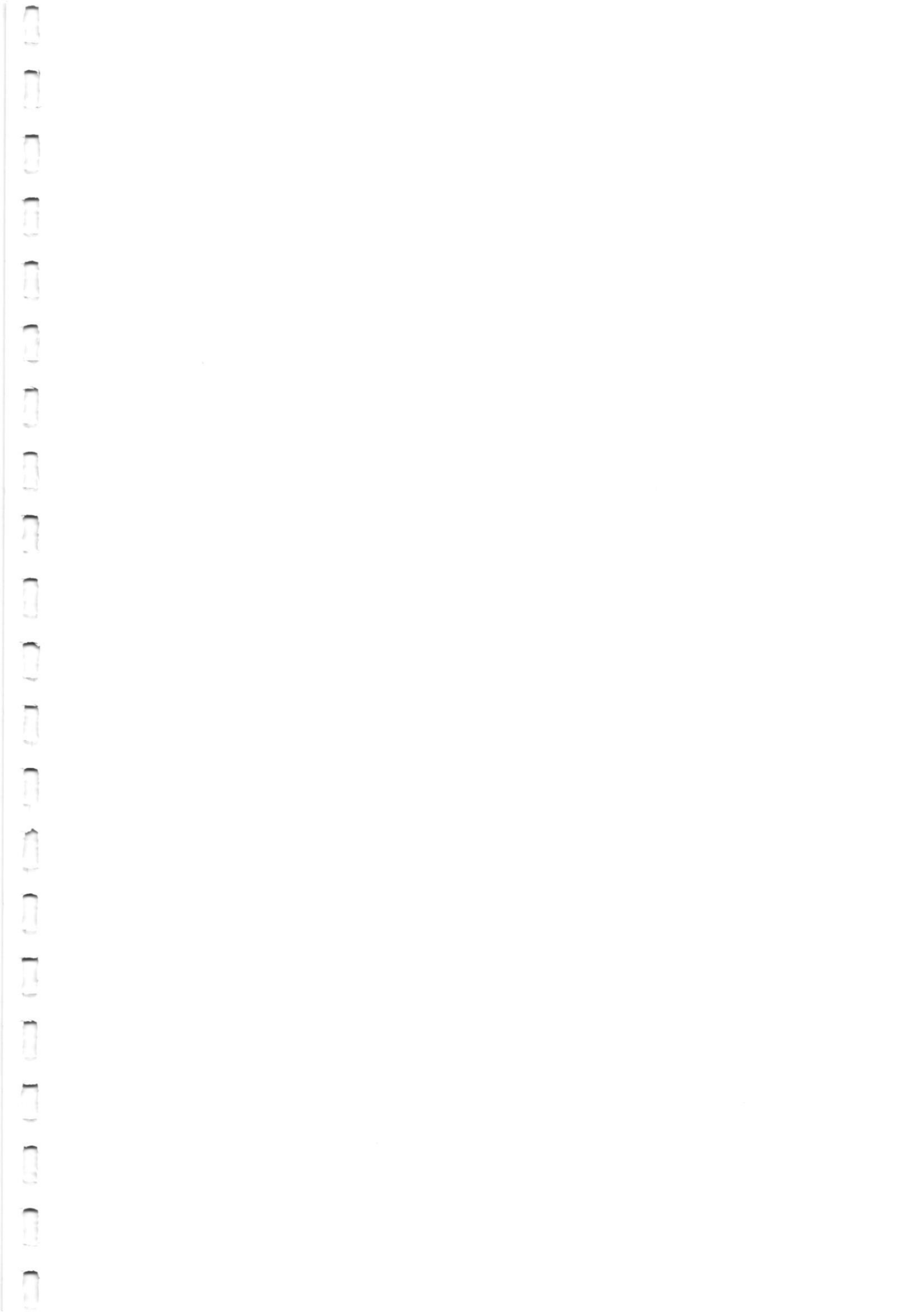
The Contractor shall perform the Operations of the CTN in such a manner as to achieve the performance requirements in the applicable years of the Term described in *Appendix J* (Key Performance Indicators).



ARTICLE – 7 TERMINATION

- 7.1 This Agreement shall terminate upon the occurrence of any of the following events:-
- i. by either party after giving to the other three (3) months notice in writing of its intention to terminate,
 - ii. by the other party, upon either party:
 - (a) Making an assignment for the benefit of creditors, being adjudged bankrupt, or becoming insolvent,
 - (b) Having a reasonable petition filed seeking its dissolution or liquidation, or
 - (c) By either party if a force majeure condition set forth in Article 12 hereof makes it impossible or unreasonable to continue with this Agreement in the foreseeable future.
- 7.2 SLPA may terminate the contract for non-performance on the part of the Contractor.
- 7.3 Upon the termination of this Agreement, the following shall apply:
- i. Neither party shall be discharged from any antecedent obligation or liabilities to the other party under this Agreement unless agreed in writing by both parties.
 - ii. Nothing in this Agreement shall prevent either party from enforcing its provisions by such remedies as may be available in lieu of termination.
 - iii. All fees, compensation and such other incidental costs accruing from the termination shall be paid by the party at whose instance an event of termination occurred. Such fees, compensation and such other incidental costs shall be determined by a court of competent jurisdiction in Sierra Leone after receiving submissions from all affected parties.
 - iv. Either party shall continue to own its assets and equipment in the event of termination unless otherwise adjudged by a court of competent jurisdiction.

ARTICLE – 8 DISPUTE RESOLUTION



Any dispute arising out of or relating to this Agreement, which cannot be settled amicably between the parties shall be referred to Arbitration in accordance with the Arbitration Act CAP 25 of the Laws of Sierra Leone, 1960 failing which the parties may resort to Sierra Leone Courts.

ARTICLE – 9 CHANGE OF LAWS AND REGULATIONS

When laws and regulations (including tax laws and regulations) which are passed or changed after the execution of this Agreement necessitate variations or changes to the service or its performance, and this affects Contractor's costs, both parties are entitled to require a variation or change-order of the Agreement reflecting the effect of passing or changing of such laws or regulations.

ARTICLE – 10 FORCE MAJEURE

- (a) None of the parties to this Agreement shall be responsible for its inability to perform any of the obligations contained herein, if the inability is caused by unforeseen or unavoidable circumstances which, whether accidental or not, is beyond the control of the party that has been subjected to the above mentioned circumstance (herein after referred to as "force majeure").
- (b) The force majeure situation involves circumstances, which cannot be controlled by either party such as flood, earthquakes, other calamities, war, hostilities, strikes, civil disturbance or any other circumstance outside reasonable control of the parties.
- (c) The party that has been subjected to a force majeure circumstance shall within five (5) days notify the other party in writing. This notification shall describe the nature of the circumstances that have emerged and if possible an estimated effect of the inability of that party to discharge its obligations under this Agreement.
- (d) If, in the event of a force majeure situation, where the party involved fails to notify the other party in good time, or a delay is occasioned in notifying the other party, the party responsible for the delay shall be liable to pay damages, the quantum of which shall be determined by an Arbitrator to be appointed by the parties for that purpose.

ARTICLE – 11 INDEMNITIES

The Contractor shall be liable for and indemnify SLPA against any liabilities, loss, expense, claim or proceedings arising in respect of any injury or of the death



of any person or damage whatsoever to any property real or personal in so far as such injury, death or damage arises out of or in the course of or by reason of the carrying out of the service by the Contractor.

ARTICLE – 12 RIGHTS TO DOCUMENTS

12.1 SLPA's Documents

Documents and computer programs provided by SLPA (or representatives and agents of SLPA) to the Contractor, or which are developed mainly on the basis of such documents and computer programs, shall be the property of the SLPA. The same shall apply to all copies of such documents and computer programs. Such documents, computer programs or copies thereof shall not be used by the Contractor other than for the purposes of this Agreement. Such documents, computer programs or copies thereof shall be returned to SLPA at the expiration of this Agreement, unless otherwise agreed upon between the SLPA and the Contractor.

12.2 The Contractor's Documents

Documents and computer programs provided by the Contractor, or which are developed mainly on the basis of such documents and computer programs, shall be the property of the Contractor. The same shall apply to all copies of such documents and computer programs. Such documents and computer programs or copies thereof shall not be used by SLPA other than for the purposes of this Agreement. SLPA or any person designated by it shall be entitled to copies of and a fully paid, royalty-free license to use such documents, computer program and copies, only in connection with the operation and maintenance of this Agreement.

12.3 Compliance

The Parties shall ensure that all those who have access to such documents, computer programs and copies thereof shall comply with the provisions of this Article and with the confidentiality provisions of Article 15.

ARTICLE – 13 CONFIDENTIALITY

All information and documents (whether financial, technical or otherwise) obtained by either party or its employees, contractors, consultants or agents which are not published or otherwise publicly available shall be kept confidential and not disclosed to third parties or the public for a period of fifteen (15) years from the last day of the termination or expiration of this Agreement, except by a Court order. Such documents and information shall not be used by any party without the prior written approval of the other party except as required by law of Sierra



Leone. This prohibition shall not prevent either party, with the consent of the other, from issuing press releases containing non-sensitive information in relation to the progress of this Agreement. This covenant shall survive termination of this Agreement.

ARTICLE - 14 OBLIGATION TO CO-OPERATE

The Parties shall mutually co-operate with each other in order to achieve the objectives of this Agreement. Whenever a consent or approval is required by one party from the other party, such consent or approval shall not be unreasonably withheld or delayed.

ARTICLE - 15 ASSIGNMENT OF THE AGREEMENT

15.1 Assignment by SLPA

- (a) The SLPA shall not assign or transfer all or any part of its rights or obligations under this Agreement without the prior written consent of The Contractor.
- (b) It is hereby declared that this Article shall not prevent the SLPA from merging or consolidating with any other governmental ministry, parasatal, department, authority or agency of Sierra Leone or any administrative subdivision of Sierra Leone provided that the surviving entity is demonstrably of equal financial strength; and has the capability and authority to assume all rights, obligations and responsibilities assumed by SLPA; and assumes and becomes fully liable to perform the Authority's obligations under this Agreement.

15.2 Assignment by the Contractor

- (a) The Contractor shall not, without the prior written consent of the SLPA, transfer all or any of its obligations under this Agreement.
- (b) The Contractor shall not create or allow to be created any other security interest, lien, mortgage or encumbrance in respect of its rights and interests under this Agreement or any other document without the prior written consent of SLPA.

ARTICLE- 16 AMENDMENT

No change, amendment or modification of this Agreement shall be valid or binding upon the parties hereto unless such change, amendment or modification shall be in writing and duly executed by the parties hereto.



ARTICLE – 17 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, telex, electronic or facsimile transmission and delivered or transmitted to the parties at their respective addresses set forth below:

For SLPA:

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 the Sponsor (ATPMS):

Noorderlann, 117 2018
Antwerpen, Belgium
Attention: Chief Executive Officer
Telephone: +33-675058474
Email: jean@jean-codo.com

For the Contractor (TPMS, WS-SL):

No. 3 Earl Street
Freetown, Sierra Leone
Attention: The Managing Director
Telephone: +232-76-725332
Email: aminatagrace@aol.com



Or such other address, telex number or facsimile number 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 and in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

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 – 18 COSTS AND EXPENSES

Unless otherwise provided for in this Agreement or otherwise agreed by the parties, each party shall bear its own costs incurred in connection with the negotiation, completion and performance of this Agreement.

ARTICLE – 19 NON-WAIVER

None of the provisions of this Agreement shall be deemed waived by either party except when such waiver is given in writing. Failure by either party to insist upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights under this Agreement shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future.

ARTICLE – 20 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Laws of Sierra Leone.

ARTICLE – 21 APPENDICES

The following Appendices attached hereto shall form an integral part of this Agreement and for the avoidance of doubt, each such Appendix shall, for the purposes of interpretation and enforcement of this Agreement, have the same force and effect as the body of this Agreement,

Appendix A	Contract Fees Payable
Appendix B	Evidence of Sponsor/Contractor's Funds
Appendix C	Performance Bond
Appendix D	Schedule of CTN Fees/Charges
Appendix E	Investment Schedule
Appendix F	Staffing, Succession and Health and Safety Plan
Appendix G	List of Equipment
Appendix H	Schedule of Reports
Appendix I	Handover Plan
Appendix J	Key Performance Indicators (KPI's)



IN WITNESS WHEREOF THE DULY AUTHORISED REPRESENTATIVES OF THE PARTIES HAVE HEREUNTO SET THEIR 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:  M. A. Sesay

DATE: 27/11/14

IN THE PRESENCE OF:

NAME: Crispin Cole

ADDRESS: S. L. P. A.

OCCUPATION: Financial Controller

SIGNATURE:  27/11/14

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

BY ITS MINISTER - HONOURABLE LEONARD BALOGUN KOROMA

SIGNATURE: 

DATE: 3/12/14

IN THE PRESENCE OF:

NAME: Wnisa Dumbuyg

ADDRESS: Ministry of Transport and Aviation



OCCUPATION Procurement Officer

SIGNATURE [Signature]

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

BY ITS CHAIRMAN – DR. MICHAEL S. KARGBO

SIGNATURE MSK

DATE 27/11/14

IN THE PRESENCE OF:

NAME A. R. Gejan-Jaloch

ADDRESS 40 New Tower Hill, FNA

OCCUPATION Sen. Fin. Analyst

SIGNATURE [Signature] 27/11/14

SIGNED SEALED AND DELIVERED for and on behalf of the within named
ASSOCIATED TRANSPORT & PORTS MANAGEMENT SYSTEM
("SPONSOR")

BY ITS CHIEF EXECUTIVE OFFICER – MR. JEAN CODO

SIGNATURE [Signature]

DATE 27/11/14

IN THE PRESENCE OF:

NAME IBRAHIM S. YILLAG

ADDRESS 63 BERWICK STREET

OCCUPATION... BARRISTER-AT-LAW
SIGNATURE... [Signature] 27-11-14

SIGNED SEALED AND DELIVERED for and on behalf of the within named
**TRANSPORT & PORTS MANAGEMENT SYSTEM-WEST AFRICA, SIERRA
LEONE LIMITED ("CONTRACTOR")**

BY ITS MANAGING DIRECTOR – AMINATA BANGURA (MS)

SIGNATURE: [Signature]

DATE: 27/11/2014

IN THE PRESENCE OF:

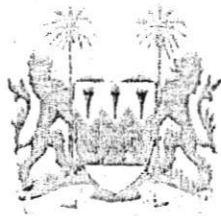
NAME... LADONNETTE O. V. MARAUCY

ADDRESS... 63 BERNICK STREET

OCCUPATION... LAWYER

SIGNATURE... [Signature] 27/11/14





*National Commission for Privatisation
Lotto House, OAU Drive, Tower Hill, Freetown, Sierra Leone.*

APPENDIX A – CONTRACT FEES PAYABLE

The Cargo Tracking Note Operations for the duration specified in the Agreement shall have Contract fees (*Annual Rental Fee and Performance/Throughput Fees*) payable to SLPA and NCP/GoSL in the following manner:

1. ***Annual Rental Fee***

There shall be an Annual Rental Fee which shall be negotiated and agreed upon by SLPA and the Contractor for office space as specified in Article 5(2).

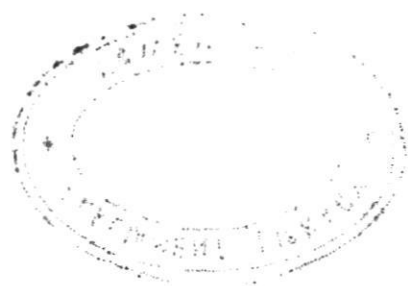
2. ***Performance/Throughput Fee***

The Performance/Throughput Fee payable by the Contractor to NCP/GoSL shall be 60% on Gross Turnover.

3. ***Penalty for Delay Payment*** – any amount due to the GoSL but not paid by the Contractor thereunder shall bear 12% interest quarterly. Such payment shall be made within five (5) business days following the end of each quarter.

4. ***Bank Account Details*** – All Performance/Throughput Fee and Penalty for delay payment (*if any*) shall be payable to the NCP/GoSL through such Bank Account designated in writing by NCP to the Contractor. Rental fee shall be payable to SLPA into a bank account designated in writing by SLPA to the Contractor.

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APPENDIX B

Ecobank
The Pan African Bank

Ecobank Sierra Leone Limited
7 Lightfoot Boston Street
Freetown, Sierra Leone
P.O. Box 1007
Tel: (232 22) 221 704 – Swift: ecocslfr
Fax (232) 22 223650
Email: ecobanksl@ecobank.com

3rd November 2014

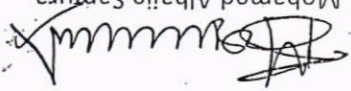
The Chairman
National Commission for Privatization
Lotto House
Tower Hill, Freetown
Dear Sir,

CONFIRMATION OF FINANCING

On the request of our customer Transport and Ports Management Systems West Africa Limited, I write to confirm that the aforementioned business operates local and foreign currency accounts with Ecobank Sierra Leone.

I further confirm that Ecobank Sierra Leone stands ready to offer direct and indirect credit facilities to Transport and Ports Management Systems West Africa Limited subject to them meeting the criteria as outlined in our Credit Policy Manual.

This confirmation is provided with no obligation on the part of Ecobank Sierra Leone and any of its officials.

Yours faithfully
For Ecobank Sierra Leone

Mohamed Alhajie Santura
Head, Multinational Corporates
+23288141151
msamunura@ecobank.com



Directors: Mohamed B. Cole (Chairman), Clement Dodo (Managing Director), Andre T. Hope, Glenn Thompson,
Joana Mensah, Dr. Sullay Kamara, Mohamed Bah

MC





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West Africa, Sierra Leone

APPENDIX D

SCHEDULE OF CTN FEES/ CHARGES

Table 1: Import

Items	Royalties (EURO)
Containers	85/U Per Unit
Roro	85/U Per Unit
Bulk pack	0.65/Ton Per Ton

Table 2: Export

Items	Royalties (EURO)
Containers	10/U Per Unit
Roro	10/U Per Unit
Bulk pack	0.1/Ton Per Ton

19 Liverpool Street, Freetown

TEL: +23276725332. E-MAIL: jean@jean-colo.com

www.ctn-sierraleone.com

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**TPMS**

West Africa, Sierra Leone

APPENDIX E**INVESTMENT SCHEDULE****PROJECT COST**

Items	Amount (USD)
Equipment purchase and others:	900,000
Launching fees:	50,000
Functioning fees for 03 months:	50,000
TOTAL	1,000,000

Project cost:	1,000,000
Personal contribution of the company:	597,500
Bank support:	402,500
Characteristics of the loan	
Interest rate:	8.50%
Loan duration	3 years

AMORTIZATION OF LOAN

YEAR	Capital at the beginning of the period	Amortization	Interest rate	Interests	Annuity	Outstanding capital
1	402,500	134,167	8.50%	34,213	168,379	268,333
2	268,333	134,167	8.50%	22,808	156,975	134,167
3	134,167	134,167	8.50%	11,404	145,571	0

19 Liverpool Street, Freetown

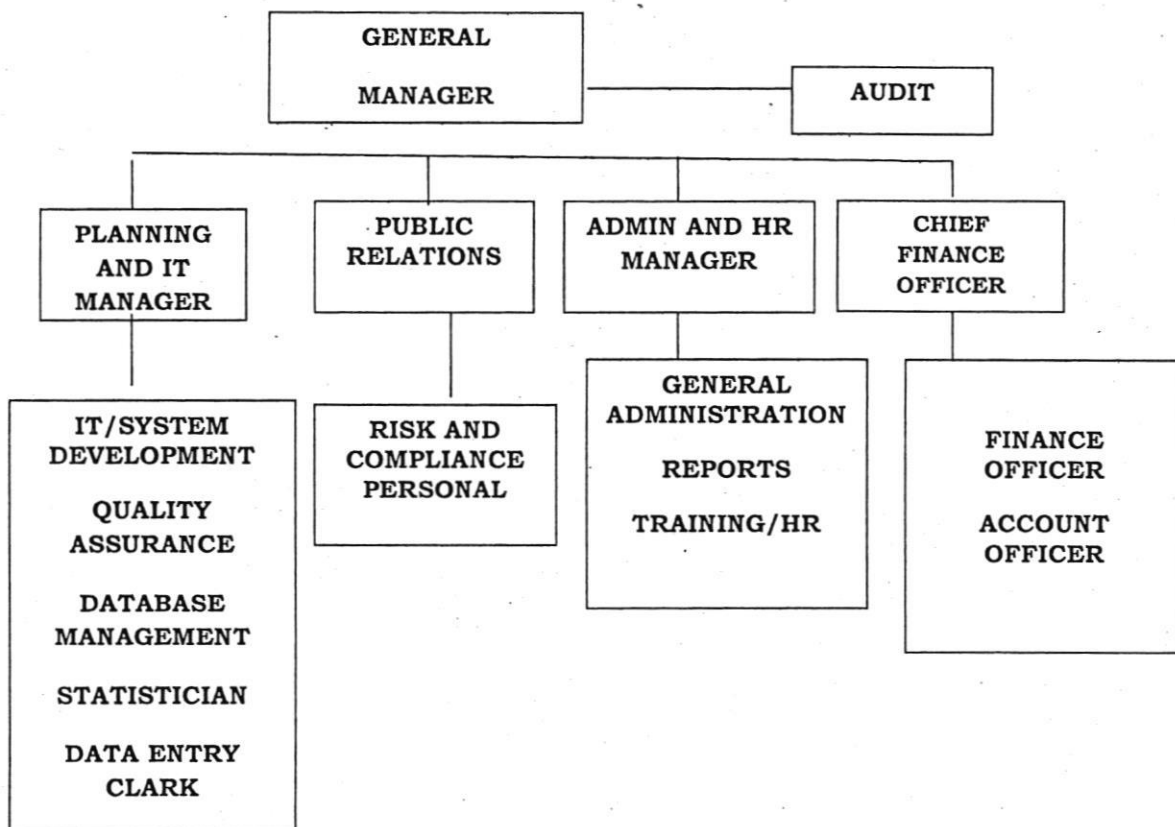
TEL: +23276725332. E-MAIL: jean@jean-colo.com

www.ctn-sierraleone.com

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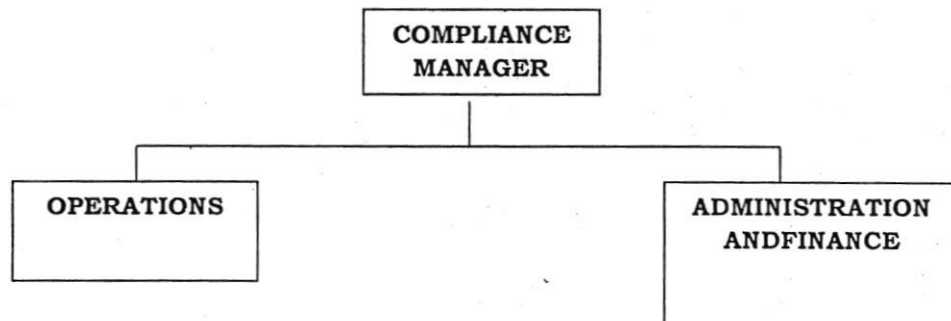
West Africa, Sierra Leone

APPENDIX F**STAFFING, SUCCESSION AND HEALTH AND SAFETY PLAN****ORGANIZATIONAL STRUCTURE OF TPMS WEST AFRICA SIERRA LEONE****HEAD OFFICE**

NO.	GRADE	DESIGNATION	NUM
1	EXECUTIVE	GENERAL MANAGER	1
2	MANAGER	P/R, P IT,CFO,AHRM,	4
3	SUPERVISOR	AU, IT, RCP, GA,RE T	11
4	OFFICER	HR, FIN OFF, ACC OFF,	2
5	CLERK	SECRETARY	6
6	LABOUR	DATA ENTRY	3
7	DRIVER		3
	TOTAL		27

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IMPORT/ EXPORT FREETOWN PORT

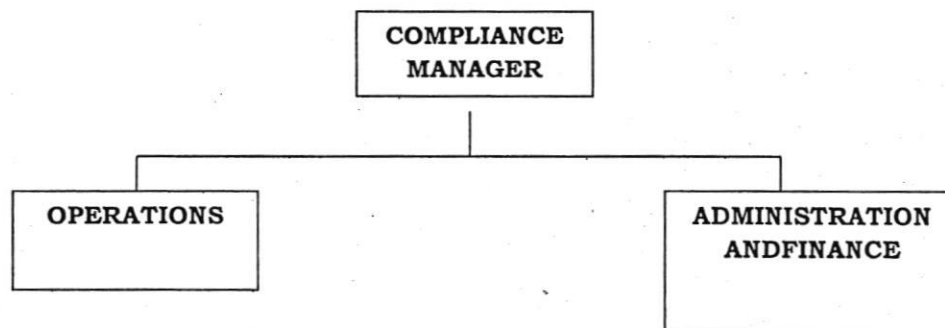


Manning scale per Department

PROJECTED MANNING STRUCTURE PER				
DEPARTMENT/LEVEL				
COMPLIANCE OFFICE				
DEPARTMENT	DESIGNATION	NUMBER	GRADE	TOTAL
	COMPLIANCE MANAGER	1	MANAGER	
	SECRETARY	1	OFFICE	
	MESSENGER	1	LABOUR	3
OPERATIONS	HEAD OF OPERATIONS	1	MANAGER	
	IT SUPPORT	2	OFFICER	
	QUALITY ASSURANCE	1	OFFICER	
	TRADE INTELLIGENT OFFICER	1	OFFICER	
	DATABASE MANAGEMENT	1	OFFICER	
	STATISTICIAN	1	OFFICER	
	SECRETARY	1	SUPERVISOR	
	MESSENGER	1	LABOUR	10
ADMIN AND FINANCE	ADMIN MANAGER	1	MANAGER	
	ACCOUNTANT	1	OFFICER	
	PERSONNEL OFFICER	1	OFFICER	
	SECRETARY	1	SUPERVISOR	
	DATA ENTRY CLERKS	2	CLERKS	
	MESSENGER	1	LABOUR	7
	DRIVERS	2	LABOUR	2
				22

22

EXPORT PEPEL PORT



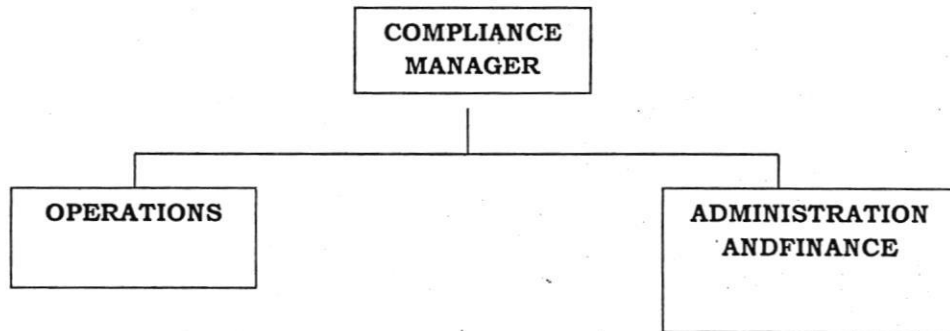
Manning scale per Department

PROJECTED MANNING STRUCTURE PER				
DEPARTMENT/LEVEL				
COMPLIANCE OFFICE				
DEPARTMENT	DESIGNATION	NO. MAN	GRADE	SUB TOTAL
	COMPLIANCE MANAGER	1	MANAGER	
	SECRETARY	1	OFFICER	
	MESSENGER	1	LABOUR	3
OPERATIONS	HEAD OF OPERATIONS	1	MANAGER	
	IT SUPPORT	2	OFFICER	
	QUALITY ASSURANCE	1	OFFICER	
	TRADE INTELLIGENT OFFICER	1	OFFICER	
	DATABASE MANAGEMENT	1	OFFICER	
	STATISTICIAN	1	OFFICER	
	SECRETARY	1	OFFICER	
	MESSENGER	1	LABOUR	10
ADMIN AND FINANCE	ADMIN MANAGER	1	MANAGER	
	ACCOUNTANT	1	OFFICER	
	PERSONNEL OFFICER	1	OFFICER	
	SECRETARY	1	OFFICER	
	DATA ENTRY CLERKS	2	CLERKS	
	MESSENGER	1	LABOUR	7
	DRIVERS	2	LABOUR	2
TOTAL				22

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EXPORT NITTI PORT

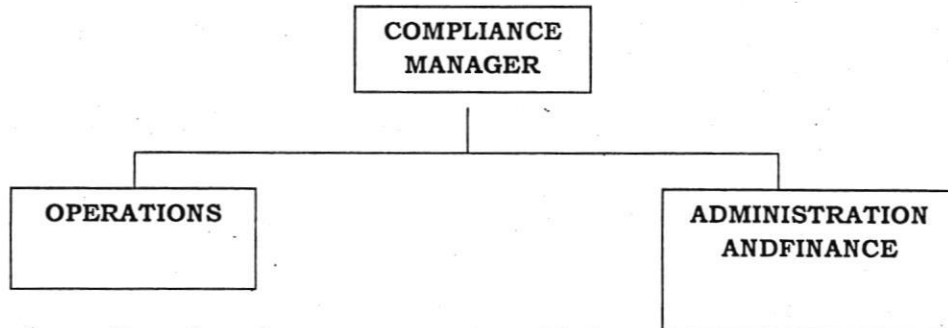


Manning scale per Department

PROJECTED MANNING STRUCTURE PER				
DEPARTMENT/LEVEL				
COMPLIANCE OFFICE				
DEPARTMENT	DESIGNATION	NUMBER	GRADE	NO. OF VESSELS
	COMPLIANCE MANAGER	1	MANAGER	
	SECRETARY	1	OFFICER	
	MESSENGER	1	LABOUR	3
OPERATIONS	HEAD OF OPERATIONS	1	MANAGER	
	IT SUPPORT	2	OFFICER	
	QUALITY ASSURANCE	1	OFFICER	
	TRADE INTELLIGENT OFFICER	1	OFFICER	
	DATABASE MANAGEMENT	1	OFFICER	
	STATISTICIAN	1	OFFICER	
	SECRETARY	1	OFFICER	
	MESSENGER	1	LABOUR	10
ADMIN AND FINANCE	ADMIN MANAGER	1	MANAGER	
	ACCOUNTANT	1	OFFICER	
	PERSONNEL OFFICER	1	OFFICER	
	SECRETARY	1	OFFICER	
	DATA ENTRY CLERKS	2	CLERKS	
	MESSENGER	1	LABOUR	7
	DRIVERS	2	LABOUR	2
TOTAL				22

MP

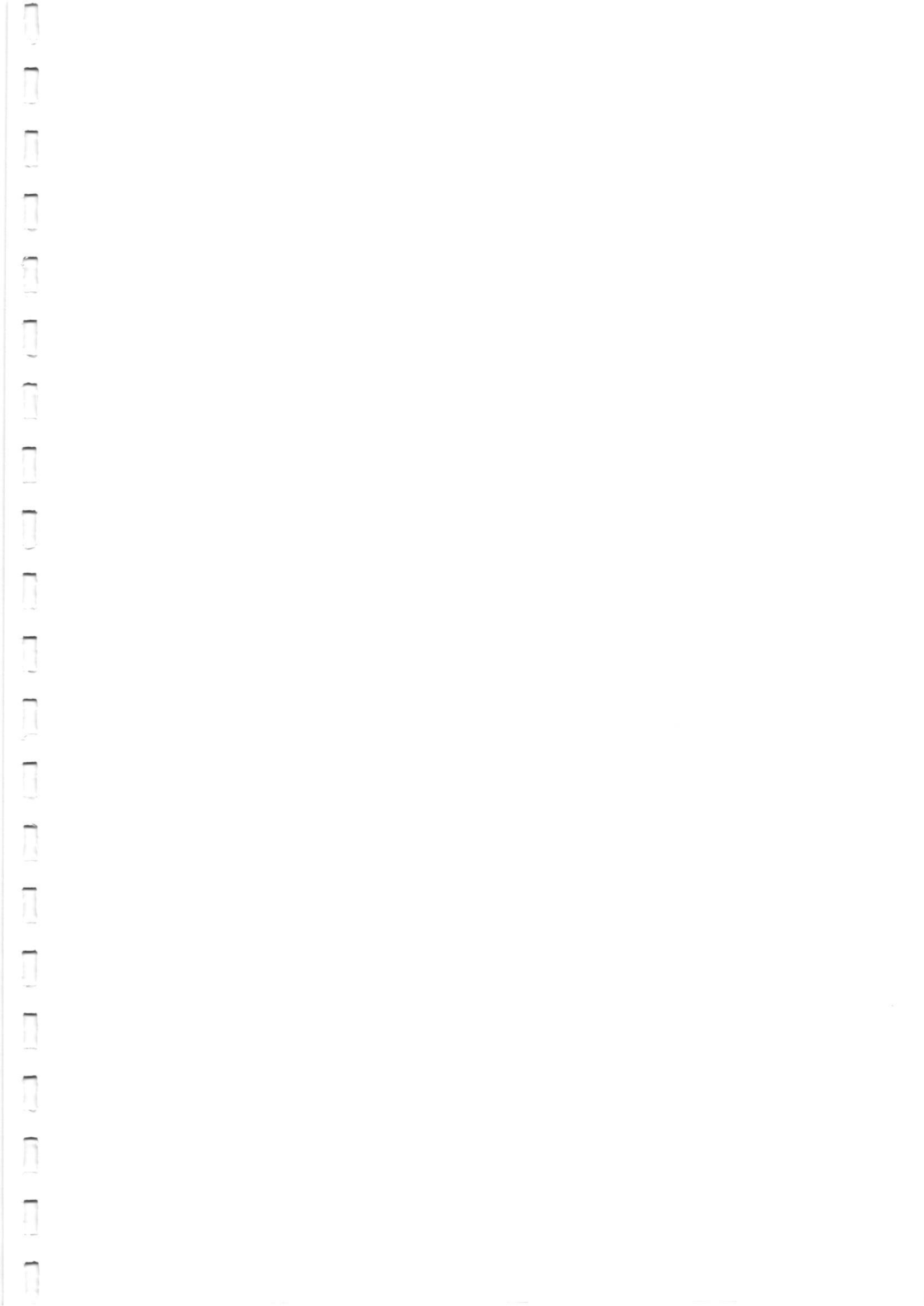
EXPORT DELTA 1 PORT



Manning scale per Department

PROJECTED MANNING STRUCTURE PER				
DEPARTMENT/LEVEL				
COMPLIANCE OFFICE				
DEPARTMENT	DESIGNATION	NUMBER	CATEGORY	TOTAL
	COMPLIANCE MANAGER	1	MANAGER	
	SECRETARY	1	OFFICER	
	MESSENGER	1	LABOUR	3
OPERATIONS	HEAD OF OPERATIONS	1	MANAGER	
	IT SUPPORT	2	OFFICER	
	QUALITY ASSURANCE	1	OFFICER	
	TRADE INTELLIGENT OFFICER	1	OFFICER	
	DATABASE MANAGEMENT	1	OFFICER	
	STATISTICIAN	1	OFFICER	
	SECRETARY	1	OFFICER	
	MESSENGER	1	LABOUR	10
ADMIN AND FINANCE	ADMIN MANAGER	1	MANAGER	
	ACCOUNTANT	1	OFFICER	
	PERSONNEL OFFICER	1	OFFICER	
	SECRETARY	1	OFFICER	
	DATA ENTRY CLERKS	2	CLERKS	
	MESSENGER	1	LABOUR	7
	DRIVERS	2	LABOUR	2
TOTAL				22

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**TPMS**

West Africa, Sierra Leone

APPENDIX G

LIST OF EQUIPMENT

INITIAL CAPITAL INVESTMENT

NO	ITEM	DESCRIPTION	AMOUNT
1	WORKSTATIONS	Mac Pro, OSX, Q-logic, displace (27")	30
2	NETWORK RACK SERVER	Giz MacX Rack Pro 2	30
3	NETWORK RACK SERVERS	Central Servers	4
4	SOFTWARE	Various Licenses	10
5	UPS	750VA/240V ES APC 10 outlets	50
6	BACKUP STORAGE	CD/servers	2
7	PERIPHERALS	various	50
8	Freight/Installation	EU/Sierra Leone	
9	FUNITURES	offices	
10	VEHICLES	Operation	

19 Liverpool Street, Freetown

TEL: +23276725332. E-MAIL: jean@jean-colo.com

www.ctn-sierraleone.com

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TABLE OF EQUIPMENT

ITEMS		AMOUNT (USD)	Amortization Rate	Amortization
Design, layout and settlement				
	<i>Preparation et cares</i>	500,000	10%	50,000
Machinery and equipment				
	<i>Data center, training, assistance</i>	200,000	20%	40,000
	<i>Machinery VPN</i>	100,000	20%	20,000
Office materials				
	<i>Environment of working place</i>	100,000	20%	20,000
TOTAL (USD)		900,000		130,000

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West Africa, Sierra Leone

APPENDIX H**SCHEDULE REPORTS**

NUMBER	DESCRIPTION	DATE
1	Monthly Management Report	Five working days at the end of every month
2	Quarterly Performance Reports	Five working days at the end of every month
3	Progress Reports about the project under implementation	Five working days at the end of every month
4	Half a Year Monitoring Committee Report	Committee to be formed after effective date
5	Weekly Financial Report	Three working days at the end of every week
6	Capital Expenditure Report	After Effective Date
7	Yearly Budget and Planning Report	One month before the end of each year

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NATIONAL COMMISSION FOR PRIVATISATION
Lotto House, OAU Drive, Tower Hill, Freetown, Sierra Leone

APPENDIX I – HANDOVER PLAN

The Cargo tracking Note (CTN) Project shall establish a Handover Committee which shall carry out the Handover process in accordance with the terms and conditions herein.

HANDOVER COMMITTEE

- (a) Not later than 6 (six) Months prior to the expiry of the Term of the Contract Agreement or as soon as reasonably possible after issuance of the Termination Notice in case of early termination of this Agreement, the Parties shall establish a Handover Committee for the purposes of this Agreement.
- (b) The committee shall comprise five (5) members two (2) to be appointed by each Party and the Chairman shall be appointed by the NCP/GoSL.
- (c) The Committee selected pursuant to the aforesaid process shall be established for a period of ninety (90) days commencing from the selection of members of the committee until the complete management and operations of the CTN is hand over to SLPA.



- (d) The scope of work of the committee shall be determined by both parties not less than six (6) months before the end of the Contract Agreement or reasonably possible after issuance of a Termination Notice.
- (e) The costs and expenses of the Handover process shall be borne by the SLPA and the Contractor, equally.
- (f) Neither SLPA nor the Contractor shall replace its members of the committee without the other's prior written approval (such approval shall not to be unreasonably withheld or delayed).
- (g) The Handover Committee shall establish the procedure of the Handover process with in accordance with its Requirements and/or the Contractor's Handover/Transition Plan to include but not limited the following;
 - i. that the Contractor shall guarantee that at termination of the Contract Agreement the Contractor shall comply with the Handover Committee's Requirements and the Contractor's Handover/Transition Plan.
 - ii. that the Contractor shall agree that upon selection of the Handover Committee, the committee shall, with full cooperation and assistance of the Contractor, conduct an inspection on the conformity of the office space, equipment and systems with the Handover Requirements.
 - iii. that within 15 (fifteen) days after the completion of the Handover Initial Inspection, the Chairman of the committee shall provide the Contractor and



SLPA with a notice (the "*Handover Proposals*") setting out the condition of the Office space, equipment and systems;

iv. that in case of termination of this Agreement due to expiry of the Term, on the Termination Date, the Committee Chairman shall conduct a further inspection of the CTN to assess if the Contractor has fulfilled its obligations according to the Handover Requirements

v. that within 10 (ten) days after the completion of the Handover Final Inspection, the Chairman of the Handover committee shall either:

- issue a document certifying that the Contractor has fulfilled the Handover Requirements to the Contractor with copies to SLPA; or
- notify the Parties of its decision not to certify and state the reasons for that decision.

vi. That the Chairman of the Handover Committee shall not certify if:

- i. the Contractor failed to complete all of the Handover Requirements
- ii. the office space of the CTN for any reason does not comply with any material aspect of the Handover Requirements;



HANDOVER/TRANSITION PLAN

Not later than 6 (six) Months prior to the expiry of the Term of the Contract Agreement or as soon as reasonably possible after issuance of the Termination Notice in case of early termination of this Agreement, the Contractor shall prepare a Handover/Transition Plan which shall include but not limited to the following;

- i. Steps to ensure that the assets, CTN facilities, accounting and other records and properties associated with the CTN under the Management responsibilities and Operational control of TPMS and affiliates are handed over to the respective employees and staff of SLPA designated in this behalf, through the Handover Committee;
- ii. Steps to ensure effective transfer of technical managerial and operational capabilities to SLPA from after the date of expiry of the initial term, including without limitation, further training needs assessment, reporting practices, operational practices and the like;
- iii. Detailed manuals on management, technical and operational practices developed or introduced and implemented or recommended for implementation by TPMS;
- iv. Revisions, modifications and implementations and any other documents and manuals relating to the general duties of the Contractor or comprising parts thereof, as may be reasonably be requested by SLPA in order for SLPA to achieve the aims and objectives of this Agreement.



TPMS
West Africa, Sierra Leone

APPENDIX J

KEY PERFORMANCE INDICATORS (KPI'S)

REVENUE										
KEY PERFORMANCE INDICATORS-IMPORT	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE	YEAR SIX	YEAR SEVEN	YEAR EIGHT	YEAR NINE	YEAR TEN
CONTAINERS	2,699,770	2,834,759	2,976,496	3,125,321	3,281,587	3,445,666	3,617,950	3,798,847	3,988,790	4,188,229
RORO	527,595.00	553,975	581,673	610,757	641,295	673,360	707,028	742,379	779,498	818,473
BULK:	1,041,595.00	1,093,675	1,148,359	1,205,777	1,266,065	1,329,368	1,395,837	1,465,628	1,538,910	1,615,855
TOTAL	4,268,960	4,482,409	4,706,528	4,941,855	5,188,947	5,448,394	5,720,814	6,006,855	6,307,198	6,622,557

REVENUE										
EXPORT	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE	YEAR SIX	YEAR SEVEN	YEAR EIGHT	YEAR NINE	YEAR TEN
CONTAINERS	72,240	75,852	79,645	83,627	87,808	92,198	96,808	101,649	106,731	112,068
RORO	-	-	-	-	-	-	-	-	-	-
BULK:	1,469,646.00	1,543,129	1,620,285	1,701,299	1,786,364	1,875,682	1,969,466	2,067,940	2,171,337	2,279,903
TOTAL	1,541,886	1,618,981	1,699,930	1,784,926	1,874,172	1,967,881	2,066,275	2,169,588	2,278,068	2,391,971

GRAND TOTAL										
IMPORT	4,268,960	4,482,409	4,706,528	4,941,855	5,188,947	5,448,394	5,720,814	6,006,855	6,307,198	6,622,557
EXPORT	1,541,886	1,618,981	1,699,930	1,784,926	1,874,172	1,967,881	2,066,275	2,169,588	2,278,068	2,391,971
	5,810,846	6,101,390	6,406,458	6,726,781	7,063,119	7,416,275	7,787,089	8,176,443	8,585,265	9,014,529

Handwritten signature

Mobilisation Schedule

ACTIVITIES	MONTH 1 (Done)				MONTH 2				MONTH 3			
	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 1	WEEK 2	WEEK 3	WEEK 4
Consultation meeting prior to the activities launching	X											
Design of the platform, software modules acquisition, servers, etc.		X	X									
Hardware Acquisition, office installation			X									
Online deployment of the application, testing and corrections				X								
Recruitment and training of support staff in Sierra Leone					X	X						
Briefings and training of partners (SLPA, Shippers, Carriers, Ports Officials, etc)							X	X				
Actual launch of CTN System									X			
Grievances recovery - Corrections - Improved platform										X	X	
First evaluation of the system by the SLPA and ATPMS												X

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