

AGR
578



**LOAN AGREEMENT BETWEEN THE ECOWAS BANK FOR INVESTMENT
AND DEVELOPMENT (EBID) AND THE REPUBLIC OF SIERRA LEONE FOR THE
PARTIAL FINANCING OF THE CONSTRUCTION OF THE UNIVERSITY OF
SCIENCE AND TECHNOLOGY AT KOIDU TOWN KONO DISTRICT IN THE
REPUBLIC OF SIERRA LEONE**

LOAN N° 147/AP/LA/BIDC/EBID/08/2020

ORIGINAL: ENGLISH

C O N F I D E N T I A L



THIS LOAN AGREEMENT (hereinafter referred to as the "Agreement") is made this 2020 BETWEEN ECOWAS BANK FOR INVESTMENT AND DEVELOPMENT, an International Financial Institution duly authorized to carry out the business of banking within and outside the West Africa sub-region and having its Registered Office at 128, Boulevard du 13 Janvier, B.P. 2704, Lome, Togolese Republic, and represented by its President, Dr George Agyekum DONKOR (hereinafter referred to as "EBID" or "Bank"), which expression shall where the context so admits or requires include his successors in office and accredited officers of the one part;

AND

GOVERNMENT OF SIERRA LEONE, represented by the Ministry of Finance, Republic of Sierra Leone (hereinafter referred to as "GoSL" or "Borrower") of the second part.

Together referred to as "Parties".

WHEREAS the objective of the Project is in line with the Bank's objectives which are to support development Projects that will help in poverty reduction through provision and promotion of social amenities such as Health and Educational infrastructure, which will lead to the improvement in the standard of living of the people in the West African Region. The Project is more particularly described in Annex 1 hereto;

WHEREAS there is a linkage of the project with the Bank's strategic plan for 2016-2020 which is mobilising and sustaining societal and institutional support in the West African Region;

WHEREAS the project will contribute to Sierra Leone's medium-term National Development Plan 2019 - 2023 through the development of educational infrastructure that significantly contributes to its poverty eradication and economic growth through modern learning and environmental rehabilitation strategies;

WHEREAS the project will be a Quality education for the Science and Technology field and enhance teaching methodology (through qualified lecturers) for Science and Technology related courses.

WHEREAS the total cost of the Project, (net of customs duties and taxes) is estimated at Thirty-four Million United States Dollars (USD 34,000,000);

WHEREAS the Borrower has requested the Bank to finance part cost of the Project which is in the sum of Thirty-two million United States Dollars (USD 32 million) net of custom duties and taxes;

WHEREAS the Loan is to be financed with the resources of the Indian line of credit;



WHEREAS the Borrower undertakes to bear any and all cost exceeding the estimated cost of the Project;

WHEREAS the Project is considered to be technically well conceived, economically viable and constitutes a suitable basis for the Bank's intervention;

WHEREAS the Bank has agreed on the basis, inter alia, of the foregoing, to grant a Loan to the Borrower upon terms and conditions hereinafter set forth.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1: GENERAL CONDITIONS - DEFINITIONS

1.01. General conditions

1. The parties to this Agreement accept the provisions of the Statement of General Policy and Procedures for Loans, Investments and Guarantees, and of the General Conditions Applicable to Loan, Guarantee and Counter-Guarantee Agreements of the Bank, (hereinafter called the "General Conditions") with the same force and effect as if they were fully set forth herein.
2. The Parties to this Agreement accept the provisions of the Appraisal Report of the Project and its Annexes, as well as the minutes of negotiations of the Loan Agreement not conflicting with the provisions of this Loan Agreement.
3. The Borrower acknowledges the receipt and understanding of EBID's General Policy and General Conditions Applicable to Loan, Guarantees and Counter-Guarantee Agreements

1.02. Definitions

Unless the context otherwise provides, whenever used in this Loan Agreement, the various terms defined in the General Conditions shall have the meaning therein indicated.

ARTICLE 2 : THE LOAN AND ITS PURPOSE

2.01. Amount

The Bank shall grant the Borrower a loan from the resources of the Indian line of credit in the amount not exceeding Thirty-two million United States Dollars (USD 32, 000 000).