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AMMENT LIBRAIRIE



**MULTINATIONAL**

**PROTOCOL OF AGREEMENT  
BETWEEN  
THE REPUBLIC OF SIERRA LEONE  
AND  
THE AFRICAN DEVELOPMENT BANK  
AND  
THE AFRICAN DEVELOPMENT FUND  
(ON BEHALF OF THE TRANSITION SUPPORT FACILITY)  
  
(EBOLA SECTOR BUDGET SUPPORT  
- FIGHT BACK PROGRAMME - EFBP)**

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RIVER HILL FREETOWN

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**PROTOCOL OF AGREEMENT  
BETWEEN  
THE REPUBLIC OF SIERRA LEONE  
AND  
THE AFRICAN DEVELOPMENT BANK  
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(ON BEHALF OF THE TRANSITION SUPPORT FACILITY)**

**(EBOLA SECTOR BUDGET SUPPORT  
- FIGHT BACK PROGRAMME - EFBP)**

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**PROJECT ID N° : P-Z1-K0-021  
GRANT N° :**

This PROTOCOL OF AGREEMENT (hereinafter called this "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the REPUBLIC OF SIERRA LEONE (hereinafter called the "Recipient") on the one hand and the AFRICAN DEVELOPMENT BANK and the AFRICAN DEVELOPMENT FUND (collectively hereinafter referred to as the "Bank") on behalf of the TRANSITION SUPPORT FACILITY (hereinafter referred to as the "TSF") on the other hand:

1. WHEREAS the Recipient has requested the Transition Support Facility, previously called the Fragile States Facility (FSF) to contribute to the financing of the Ebola Sector Budget Support – Fight Back Programme (EFBP) (hereinafter called the "Programme") as set out in Annex I, by providing a Grant to it in the amount specified hereunder;

2. WHEREAS the Programme is a multinational project involving the provision of assistance to four countries (the Republic of Côte

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d'Ivoire, the Republic of Guinea, the Republic of Liberia and the Recipient);

3. WHEREAS the Grant will be provided from TSF's Supplemental Financing Window, designed to provide financing supplemental to a member country's African Development Fund allocation;

4. WHEREAS the Recipient qualifies for supplemental grant financing from the TSF;

5. WHEREAS the Recipient has declared its commitment to the execution of the Programme;

6. WHEREAS the Ministry of Health and Sanitation of the Recipient shall be the Executing Agency for the Programme;

7. WHEREAS the Bank has agreed on the basis, *inter alia*, of the foregoing to extend a Grant to the Recipient upon the terms and conditions hereinafter set forth;

**NOW THEREFORE**, the parties hereto hereby agree as follows:

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ARTICLE I

GENERAL CONDITIONS - DEFINITIONS

Section 1.01. General Conditions. The parties to this Agreement accept all the provisions of the *General Conditions applicable to Protocols of Agreement for Grants of the African Development Fund*, as may be amended from time to time (hereinafter called the "General Conditions"), with the same force and effect as if they were fully set forth herein.

Section 1.02. Definitions. Whenever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions shall have the respective meanings therein set forth.

ARTICLE II

THE GRANT

Section 2.01. Amount. The Bank agrees to grant to the Recipient, from the resources of the TSF, an amount in various convertible currencies not exceeding the equivalent of Two Million Eight Hundred Thousand Units of Account (UA 2,800,000) (the Unit of Account being defined in Article 1, paragraph 1 of the Agreement Establishing the Fund) (hereinafter referred to as the "Grant").

Section 2.02. Purpose. The purpose of the Grant is to finance part of the cost of the Programme as described in Annex I of this Agreement.

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Section 2.03. Allocation. The Grant shall be allocated to support expenditures related to the budget of the Recipient, in conformity with Annex I of this Agreement and except for such items as set out in Annex II of this Agreement.

**ARTICLE III**  
**CONDITIONS PRECEDENT TO ENTRY INTO FORCE**  
**AND TO FIRST DISBURSEMENT**

Section 3.01. Condition Precedent to Entry into Force. This Agreement shall enter into force upon its signature by the Recipient and the Bank.

Section 3.02. Conditions Precedent to the Disbursement of the first tranche of the Grant. The obligations of the Bank to make the disbursement of the first tranche in the amount of One Million Four Hundred Thousand Units of Account (UA 1,400,000) shall be conditional upon (i) the entry into force of this Agreement as set forth in Section 3.01 above and (ii) the submission by the Recipient of evidence, in form and substance satisfactory to the Bank, of the fulfilment of the following conditions:

- (a) Provide evidence of the existence of a consolidated revenue account in a bank in Sierra Leone acceptable to the Bank for the deposit of the Grant; and

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- (b) provide evidence to the Bank of the measures taken to ensure protection of health workers.

Section 3.03. Conditions Precedent to Disbursement of the Second Tranche of the Grant. The obligation of the Bank to make the disbursement of the second tranche in the amount of One Million Four Hundred Thousand Units of Account (UA 1,400,000) of the Grant shall be conditional upon the submission by the Recipient of evidence of the fulfilment of the following conditions:

- (a) contribution of at least 50% of the amount of the first tranche of the Grant to the Health Emergency Account; and
- (b) having put in place a plan for emergency distribution of food aid and agricultural production inputs to affected communities.

**ARTICLE IV**  
**DISBURSEMENTS AND APPLICATION OF**  
**AMOUNTS DISBURSED**

Section 4.01. Disbursement. The amount of the Grant shall be disbursed by the Bank in two tranches, in accordance with the provisions of this Agreement and the General Conditions with the objective of contributing towards the financing of the Recipient's budgets for the Financial Years 2014 and 2015, subject to the provision of Annexes I and II of this Agreement.

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Section 4.02. Closing Date. The deadline for the request by the Recipient of the final disbursement shall be **31 December 2015** or such later date as shall be agreed upon between the Recipient and the Bank.

Section 4.03. Application of Disbursements. Amounts disbursed on account of this Agreement shall be applied by the Recipient solely for the purposes for which they were disbursed.

## **ARTICLE V**

### **AUDIT**

Section 5.01. Audit. Audits will be conducted by the Accountant General within the scope of its annual financial audit of the Consolidated Fund as well as audits of individual ministries. The annual financial statements produced by the Accountant General will be subsequently audited by the Auditor General.

The Executing Agency will be required to share copies of their audited annual financial statements for the implementation period once these are cleared for distribution by the Auditor General.

In addition, a private audit will be conducted by the Auditor General within six months of the end of each financial year previously audited.

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ARTICLE VI  
MISCELLANEOUS PROVISIONS

Section 6.01. Authorized Representatives. The Minister of Finance or any other person as the Minister may designate in writing shall be the authorized representative of the Recipient.

Section 6.02. Date of the Agreement. The date of this Agreement shall be the date provided in the opening sentence of the preamble hereof.

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Section 6.03. Addresses. The following addresses are specified for purposes of Section 9.01 of the General Conditions:

**For the Recipient:**

**Mail Address:**

Ministry of Finance and  
Economic Development  
Treasury Building  
George Street  
Freetown  
SIERRA LEONE  
Tel: (232) 22 22 56 12  
Fax: (232) 22 22 83 55

**For the Bank:  
And the Fund**

**Mail Address:**

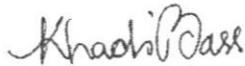
African Development Bank  
African Development Fund  
Immeuble du Centre de Commerce  
International d'Abidjan CCIA  
Avenue Jean-Paul II  
01 BP 1387 Abidjan 01  
COTE D'IVOIRE  
Tel : (225) 20.26.44.44  
Fax:(225) 20.21.31.00/225 20.33.85.05

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IN WITNESS WHEREOF the Recipient and the Bank, each acting through its authorized representative, have signed this Agreement in two originals in English.

**FOR THE REPUBLIC OF SIERRA LEONE**



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**KHADIJATU BASSIR  
AMBASSADOR  
OF THE REPUBLIC OF SIERRA LEONE  
TO SENEGAL**

**FOR THE AFRICAN DEVELOPMENT BANK**

**AND**

**THE AFRICAN DEVELOPMENT FUND**

***(ON BEHALF OF THE TRANSITION SUPPORT FACILITY)***



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**DONALD KABERUKA  
PRESIDENT**

ANNEX I  
PROGRAMME DESCRIPTION

The Purpose of the proposed emergency programme is to support the efforts of the four targeted countries in controlling the Ebola outbreak, mitigating its socio-economic effects and enhancing their preparedness. The programme will support Côte d'Ivoire, Guinea, Liberia and Sierra Leone's efforts to overcome the effects of the Ebola epidemic and foster momentum toward inclusive growth and poverty reduction.

The Operation has a specific aim to support the capacity of beneficiary countries to handle similar events in the future. It is complementary to Ebola operations previously approved by the Bank Group, as it addresses the economic impact of the epidemic and its consequences on government revenues.

The Programme prioritises two components critical for the enhancement of response and preparedness capacity:

- (i) enhancing systems and human resources; and
- (ii) ensuring appropriate Nutrition, Food Security and Social Protection.

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Each of these two components entails measures touching upon both the short term management of the crisis and the longer term capacity building preventing similar shocks in the future.

The Programme will contribute to funding the execution of the Recipient's budgets for fiscal years 2014 and 2015.

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ANNEX II

LIST OF NON-ELIGIBLE EXPENDITURES

1. Luxury Goods;
2. Raw or unmanufactured tobacco, tobacco scraps or wastes;
3. Manufactured tobacco (even containing tobacco substitutes);
4. Radioactive matter and associated products;
5. Real pearl or cultured pearl, gem stones or items considered as such either raw or refined;
6. Nuclear reactors and their parts and spare parts, combustible elements not exposed to irradiation (cartridges for reactors);
7. Gold jewel or metal of platinum family (except watches and watch cases) and jewel articles (including glazed precious stones);
8. Gold, for non-monetary purposes (excluding minerals and gold concentrates);
9. Arms, ammunition and other military equipment; and
10. Environmentally hazardous products.

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