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Project No.: SLE - 1012



TECHNICAL ASSISTANCE GRANT AGREEMENT

BETWEEN

THE REPUBLIC OF SIERRA LEONE

AND

ISLAMIC DEVELOPMENT BANK

REGARDING THE MATERNAL, NEONATAL AND  
CHILD HEALTH STRENGTHENING PROJECT

## TECHNICAL ASSISTANCE GRANT AGREEMENT

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This Agreement is made on 07 / 11 / 1441H corresponding to 28 / 06 / 2020G,

Between

The Republic of Sierra Leone (hereinafter referred to as the "Recipient");

And

The Islamic Development Bank, an international financial institution established pursuant to its Articles of Agreement signed/ratified by its member countries, having its headquarters in Jeddah, Kingdom of Saudi Arabia (hereinafter referred to as the "Bank").

The Recipient and the Bank are hereinafter referred to individually as "Party" and collectively as "Parties".

Whereas,

- A. The Recipient has requested the Bank to provide assistance for the Maternal, Neonatal and Child Health Strengthening Project described in the Appendix-II to this Agreement (hereinafter referred to as the "Project");
- B. The Bank has on 18/04/1441H (15/12/2019G) approved and agreed on the basis, inter alia, of the foregoing to provide a technical assistance through Reverse Linkage upon the terms and conditions hereinafter set forth.

Now, therefore, the Parties hereto hereby agree as follows:

### Article-1 DEFINITIONS

Capitalized terms used in this Agreement shall have the meaning ascribed to them in Appendix-I.

### Article-2 THE GRANT AMOUNT

The Bank shall make available to the Recipient a Reverse Linkage technical assistance grant in an amount not exceeding USD 500,000 (United States Dollars Five Hundred Thousand) (hereinafter referred to as the "Grant Amount").

### Article-3 WITHDRAWAL AND USE OF THE PROCEEDS OF THE GRANT AMOUNT

- 3.1 **Withdrawal:** The Grant Amount shall be withdrawn in conformity with the Disbursement Procedures and in accordance with Appendix-III.
- 3.2 The proceeds of the Grant Amount shall be used solely to cover the cost of the items specified in Appendix-III.
- 3.3 **Procurement Procedure:** The procurement procedure for the Project shall be as follows and in accordance with the Procurement Guidelines:

The Provider Institution to conduct capacity development training through the Reverse Linkage mechanism shall be selected from the Bank's member countries(MC), wherein priority shall be given to MCs that have an existing cooperation agreement with the

Bank in the area of Reverse Linkage projects namely; Egypt, Indonesia, Morocco and Turkey

- 3.4 **Use of the Grant Amount:** The Grant Amount shall be used solely for the purposes of the Project financed by the Bank. Indeed, the Recipient undertakes to ensure that the proceeds of the Grant Amount shall not be used to finance any expenditure with respect to which the Bank determines that Sanctionable Practices were engaged in by representatives of the Recipient or other recipient of the proceeds of the Grant Amount, without the Recipient having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.
- 3.5 **Date of Requesting First Disbursement:** If within 6 (Six) months from the signing of this Agreement, the Recipient, through the Executing Agency, has not submitted a request for the First Disbursement, the Grant Amount shall automatically be cancelled and this Agreement shall be terminated accordingly.
- 3.6 The Closing Date for the full utilization of the Grant Amount shall be 30/06/2025G.
- 3.7 **Special Account:** A Special Account shall be opened with the Central Bank of Sierra Leone for easy and timely disbursement of expenses related to the Project, the start-up workshop and the familiarization visit. The initial amount, the ceiling, and the replenishment of this Special Account shall be subject to the Bank's Guidelines for Utilization of a Special Account.

#### Article-4 CANCELLATION AND SUSPENSION OF THE GRANT AMOUNT

- 4.1 **Suspension by the Bank:** The Bank may, by notice to the Recipient, suspend the Grant Amount or any part thereof in any of the following cases:
- (a) The Recipient shall have breached any undertaking or covenant made under this Agreement or failed to perform any other obligation under the Agreement;
  - (b) An extraordinary situation shall have arisen which;
    - (i) shall make it improbable that the Project can be carried out by the Recipient; or
    - (ii) prevents the attainment of the purposes for which the Agreement was entered into.
  - (c) The Republic of Sierra Leone's membership of the Bank shall have been suspended or ceased;
  - (d) A representation made by the Recipient pursuant to the Agreement or any statement furnished in connection therewith and intended to be relied upon by the Bank in making available the Grant Amount, shall have been incorrect in any material respect;
  - (e) If at any time, with respect to the negotiation, execution or implementation of the Project, including with respect to the procurement or execution of any contract to be financed in full or in part from the proceeds of the financing, the Bank determines that any person or entity has engaged in Sanctionable Practices without the Recipient having taken time and appropriate action satisfactory to the Bank to remedy the situation or to address such practices when they occur.