



SIERRA LEONE GOVERNMENT

**THE AGREEMENTS AND SCHEDULE OF CONDITIONS
OF CONTRACT**

**FOR
THE DEVELOPMENT AND HOSTING OF A UNIFIED E-RESIDENT
AND WORK PERMIT SYSTEM**

**BETWEEN
THE MINISTRY OF EMPLOYMENT, LABOUR AND SOCIAL
SECURITY**

**AND
THE MINISTRY OF INTERNAL AFFAIRS THROUGH
THE SIERRA LEONE IMMIGRATION DEPARTMENT**


**AND
CONSTRAT SYSTEMS LIMITED**

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ANNEXE: G

**LEGAL AND APPROVAL COORRESPONDENCE BEFORE
CONTRACT SIGNING**

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MEANWHILE, the Government, through its Ministry of Employment, Labour and Social Security and the Ministry of Internal Affairs through Sierra Leone Immigration Department, has developed detailed Bidding Documents containing Concept Notes, Terms of Reference, and other relevant information to guide the digitalization of the Residents and Work Permit system. These documents outline the requirements, expectations, and objectives for the digitalization project, ensuring that it meets the needs and expectations of the Government and the people of Sierra Leone.

ARTICLE 2. In consideration of the hereafter mentioned, the Contractor, Constrat Systems Limited, shall upon and subject to this Agreement mentioned and any other conditions which may from time to time be stipulated by the Government and the Contractor, execute and complete the Services referred herein.

ARTICLE 3. Following the submission and evaluation of the Bidding Documents, the Contractor has been assessed as a responsive service provider for this non-consultancy service. Additional consideration was due to its demonstrated expertise in similar digital transformation projects, its understanding of the local content and context, and its commitment to delivering high-quality, secured, and user-friendly solutions.

ARTICLE 4. The Contractor shall, with diligence and in a good and workmanlike manner, carry out and complete the services specified or described in the Contract Agreement.

Also, the Concept Note and the Terms of Reference developed by the Government informed this Agreement. These provide the foundational framework for the digitalization process and ensure that the system aligns with Sierra Leone's government's national development strategies and goals.

BESIDES, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. Introduction

1.1 Purpose:

This Agreement establishes the terms and conditions under which **Constrat System LTD** will build, operate, and transfer a state-of-the-art digital system for managing Resident and Work Permits for foreign nationals in Sierra Leone. The system is intended to replace the current manual processes, thereby improving efficiency, reducing opportunities for corruption, increasing transparency, and enhancing revenue collection for the Government.

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1.1.1 Context and Importance:

Modernizing the Resident and Work Permit systems is critical to the Government's broader strategy to digitalize public services. This initiative is expected to have far-reaching benefits, including reducing the time and cost associated with permit applications, minimizing human error, improving data accuracy, and providing real-time access to information for decision-makers. Additionally, by enhancing the ease of doing business in Sierra Leone, this system will support economic growth by attracting more foreign workers and investors.

1.1.2 Strategic Objectives:

The strategic objectives of this digitalization project include:

- **Enhancing Service Delivery:** Ensuring the Alien resident and Work Permit systems is accessible, user-friendly, and efficient for all users, including foreign workers, employers, and government officials.
- **Increasing Revenue:** Optimizing the collection of fees associated with resident and work permits and ensuring that all revenues are accurately recorded and deposited into government accounts.
- **Improving Data Management:** Establishing a centralized database that securely stores all permit-related information and has features that allow easy retrieval, analysis, and reporting.
- **Ensuring Compliance:** Providing tools that enable the Government to monitor compliance with work permit regulations and take appropriate enforcement actions when necessary.

1.2 Ownership:

The Government of Sierra Leone retains full ownership of the digital system and all related components, including software, hardware, data, and intellectual property. **Constrat Systems Limited's role is strict as a service provider** responsible for developing and operating the system jointly for fifteen (15) years with the government of Sierra Leone and supporting the system during the term of the Agreement. This arrangement ensures that the Government has complete control over the system and can make any necessary adjustments or enhancements in the future.

1.2.1 Intellectual Property Rights:

All intellectual property rights, including but not limited to the software code, system architecture, design documents, and user manuals developed under this Agreement, shall be transferred to the Government upon the completion of the

project. **Constrat System LTD** shall provide the Government with all necessary documentation and support to ensure that the Government can fully utilize and maintain the system after the transfer.

1.3 Rationale for Digitalization:

The decision to digitalize the Resident and Work Permit system is part of the Government's ongoing efforts to modernize public administration and improve the delivery of public services. By transitioning from a manual, paper-based system to a digital platform, the Government aims to reduce bureaucratic inefficiencies, improve data accuracy, and provide a more reliable and transparent process for managing work permits.

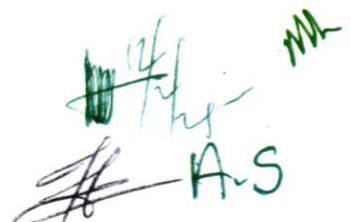
1.3.1 Challenges of the Current System:

The current manual system for managing E-Resident and Work Permits in Sierra Leone is fraught with challenges, including lengthy processing times, a high potential for human error, difficulties in tracking and auditing applications, and opportunities for corruption. These issues frustrate applicants and lead to significant revenue losses for the Government. Furthermore, the lack of a centralized database makes enforcing compliance with resident and work permits regulations burdensome, leading to a situation where some foreign workers may be employed illegally.

1.3.2 Expected Benefits of Digitalization:

The digitalization of the Alien Resident and Work Permit system is expected to deliver several key benefits, including:

- **Faster Processing Times:** By automating many of the manual steps in the application process, the system will significantly reduce the time it takes to process and issue work permits.
- **Increased Transparency:** The system will provide a clear audit trail for every application, making it easier to detect and address irregularities or fraudulent activities.
- **Better Data Management:** A centralized digital database will ensure that all permit-related information is stored securely and can be accessed quickly by authorized personnel.
- **Improved Compliance:** The system will include tools for monitoring and enforcing compliance with resident and work permit regulations, helping to ensure that all foreign workers in Sierra Leone are adequately documented.

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2. Scope of Work

This project involves developing, operating, and transferring a Unified E-Resident and Work Permit System to modernize the management of residents and work permits for foreign nationals in Sierra Leone. The system aims to enhance efficiency, transparency, and revenue generation while aligning with the country's public sector reform and economic development goals.

Implemented under a **Build-Operate-Transfer (BOT)** model, the project will span for 15 years, after which the Government will assume full ownership, including intellectual property. The system will adhere to the Government of Sierra Leone's Enterprise Architecture Framework and Digital Service Standards and Compliance Guideline framework to ensure alignment with the country's digital transformation agenda.

The scope includes delivering all necessary hardware, software, and infrastructure to support system functionality and performance, with detailed specifications provided in **Annexe A**. This includes features for centralized data management, compliance tracking, and real-time insights, all designed to improve service delivery and accountability.

As Annexe C outlines, training and capacity building for government personnel will be critical, ensuring a smooth transition and effective system management post-transfer. Strategic objectives focus on streamlining processes, optimizing revenue collection, ensuring regulatory compliance, and creating a transparent, user-friendly permitting system that supports Sierra Leone's development priorities.

2.2 System Operation:

The Government and **Constrat Systems Limited** shall operate the system for fifteen (15) years from the effective date of this Agreement (the date of signing). During this period, **Constrat Systems Limited** shall provide ongoing support and capacity building as detailed in Annex C during this period.

2.2 System Transfer:

Within the final twelve (12) months of the contract, **Constrat System LTD** will initiate and transfer the entire operation and management of the system to the Government. This transfer will include all relevant documentation, intellectual property rights, and comprehensive training for designated Government personnel.

2.4 Delivery of Equipment and Infrastructure:

As part of the implementation system, **Constrat Systems Ltd.** shall deliver the **Build-Operate-Transfer (BOT)** system according to the specifications outlined in **Annex A** and as detailed in sub-sections 5.1.1 and 5.1.2 of the contracts.

The delivery scope includes all essential **equipment and infrastructure** required to operate the Unified E-Resident and Work Permit System effectively. This includes, but is not limited to, ICT hardware, software, security devices, power solutions, communication tools, and operational equipment necessary to ensure complete system functionality, security, and continuity.

Constrat Systems Ltd. is fully responsible for the procurement, delivery, installation, and operationalization and maintenance of this infrastructure in line with the obligations under the BOT (Build-Operate-Transfer) agreement. This ensures the Government is equipped with the necessary technology, hardware, and operational support to facilitate the efficient and secure issuance of work and resident permits.

2.4.1 Vetting and Approval:

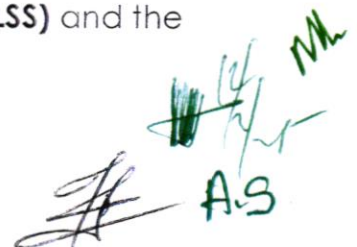
Before deployment, the parties to this Contract in collaboration with the Ministry of Communication, Technology and Innovation in line with the Government of Sierra Leone Enterprise Architecture Framework and Digital Service Standards and Compliance Guideline must vet and approve all delivered equipment and infrastructure. This vetting process will ensure that the equipment meets the required specifications and is suitable for its intended use. **Constrat System LTD** shall address any issues identified during vetting before deploying the equipment.

2.4.2 Installation, Testing and Acceptance:

Constrat System LTD shall install and test all equipment and infrastructure that includes setting up servers, workstations, and network components and configuring the software to work seamlessly with the hardware. Comprehensive testing shall be conducted to ensure that the system is fully operational and meets all performance requirements before it is made available to users. The Government (Ministry of Employment, Labour and Social Security, the Ministry of Internal Affairs through the Sierra Leone Immigration Department and Ministry of Communication, Technology and Innovation-MoCTI) shall monitor these processes.

2.5 Contract Monitoring:

The **Ministry of Employment, Labour and Social Security (MOELSS)** and the

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Ministry of Internal Affairs through the **Sierra Leone Immigration Department (SLID)** will monitor the Unified E-Resident and Work Permit System monthly to ensure smooth operations and timely issue resolution. They will also prepare and sign off on quarterly performance reports detailing system performance, challenges, and recommendations using the framework in **Annexe D**.

The **Ministry of Communications, Technology and Innovation (MOCTI)** and the **National Monitoring and Evaluation Agency (NAMED)** will collaborate with the implementing partners to review and monitor these reports during quarterly assessments. Constrat System LTD will continue to provide updates to address vulnerabilities, ensuring the system remains functional, secure, and compliant with national standards

2.5.1 Long-Term Support:

In addition to monitoring the system, the government has the right to renew the contract with **Constrat System LTD** or not to operationalize the resident & work permit system effectively. This support will include ongoing maintenance, updates, and the provision of technical advice to Government personnel as needed.

Constrat System LTD shall also provide ongoing technical support for one (1) year post-completion of the contract to address any issues that may arise.

3. Revenue Sharing

3.1 Revenue Split:

The revenue generated from the issuance and management of Work and Resident Permits under this Agreement will be shared between the Parties as follows:

- **Government:**

- 50% in the first five years

- 60% in the second five years

- 65% in the last five years

- **Constrat Systems Limited:**

- 50% in the first five years

40% in the second five years

35% in the last five years

3.1.2 Revenue Sources:

Revenue generated from the Resident and Work Permit system shall include, but is not limited to, the following sources:

- **Application Fees:** Fees paid by foreign workers or employers when applying for a resident or work permit.
- **Renewal Fees:** Fees paid for renewing existing work or resident permits.
- **Penalties and Fines:** Revenue collected from penalties or fines imposed for non-compliance with resident & work permit regulations.
- **Other Charges:** Any additional charges or fees related to the issuance and management of resident & work permits as specified by the Government.

3.2 Revenue Management:


All funds generated for resident and work permits will be deposited into a contractual account to be managed by the vendor. The vendor shall ensure that government's portion of the proceeds will be automatically transferred or disbursed into a government account at the end of every month. To ensure transparency and accountability, an annexed agreement (Annex F) will be signed by both parties for this purpose. All Resident and Work Permit system revenues shall be disbursed to both parties on a monthly basis according to the agreed revenue-sharing ratio above.

All financial transactions related to the Resident and Work Permit system shall follow established government procedures, and detailed records shall be maintained.

3.3 Financial Reporting:

Constrat System LTD shall submit monthly financial reports to the Government detailing revenues generated, expenses incurred, and profits allocated. These reports shall ensure transparency and accountability in the management of funds.

The financial reports shall include a detailed breakdown of all revenue generated by the system, including first time and renewal application fees, and any other sources of income. The reports shall also include a detailed account

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of all expenses incurred, including operational costs, maintenance costs, and any other expenditures related to the system.

3.3.2 Review and Approval of Financial Reports:

The Government shall review Constrat Systems Limited's financial reports to ensure accuracy and compliance with the terms of the Agreement. **Constrat System LTD** shall address any discrepancies or issues identified during the review within a specified timeframe.

3.3.3 Public Disclosure of Financial Information:

While **Constrat System LTD** must submit financial reports to the government, only the Government of Sierra Leone is responsible to disclose any monetary gains from the Resident and Work Permit systems to the public. Constrat System LTD is not permitted to disclose any financial information related to this Agreement without the prior written consent of the Government.

4. Obligations of Constrat Systems Limited

4.1 System Implementation:

Constrat System LTD shall implement the system within 120 working days of the Agreement's Effective Date, providing all necessary equipment, software, and infrastructure. This timeline is critical to ensure that the system is up and running within the agreed-upon timeframe and that there are no delays in the digitalization process.

4.1.1 Infrastructural Development

Constrat will set up and fully equip joint offices in key district headquarter towns (Bo, Kenema, Port Loko, Makeni and Kono) to support the efficient operationalization of the **Unified E-Resident and Work Permit System**. Constrat Systems Ltd will be responsible for running costs for these offices.

This decentralization process will support system enrollment, data verification, work and resident permit issuances and stakeholder engagement at the local level. It also aims to increase access to services, reduce processing times, and ensure foreign workers and employers across Sierra Leone can engage directly with the system.

4.1.2 Project Management:

The Government and Constrat System LTD shall employ a dedicated project management team to oversee the system's implementation. Constrat System LTD shall pay the team's salaries and emoluments for the entirety of the

Agreement. The team will coordinate all aspects of the project, from equipment procurement to the installation and testing of the system. The Head of the ICT Unit from both institutions shall serve as the primary point of contact between the Government and Constrat Systems Limited.

4.1.3 Quality Assurance:

Constrat System LTD shall implement a comprehensive quality assurance process to ensure the system meets the required standards. This process shall include regular inspections, testing, and validation of all system components to ensure they meet the specified requirements. Any issues identified during the quality assurance process shall be addressed promptly to avoid delays in the project timeline.

4.2 Training and Support:

Constrat System LTD shall provide continuous training to designated Government personnel throughout the Agreement term to ensure they are fully equipped to manage the system after the transfer. This includes both on-site training and, if necessary, external training sessions.

4.2.1 Training Program:

The training program shall equip Government personnel with the knowledge and skills necessary to operate and maintain the system. The program shall include theoretical and practical components, with hands-on training on using the software, hardware, and other system components. The training shall be conducted in phases as agreed by both parties, with each phase building on the knowledge gained in the previous phase. Training details are outlined in **Annex C—Training and Capacity Building Plan**.

4.2.2 Operational Support:

Constrat System LTD will provide comprehensive support services, including:

- **Helpdesk and User Support:** During business hours, a dedicated helpdesk can assist users with technical issues or questions.
- **System Monitoring:** Continuous monitoring of the system's performance to identify and address any technical issues before they impact users.
- **Software Updates and Patches:** The software is regularly updated to address bugs or vulnerabilities and ensure it remains secure and current with the latest technology at no extra cost to the Government of Sierra Leone.

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4.3 Compliance with Laws:

Constrat System LTD shall comply with all relevant laws, regulations, and standards applicable in Sierra Leone throughout the execution of this Agreement. This includes adherence to data protection laws, labour and immigration laws, and other rules that may apply to the system's operation.

4.3.1 Regulatory Compliance:

Constrat System LTD shall work closely with the Government to ensure the system complies with all applicable regulations. This includes obtaining licenses or permits and meeting all security and data protection requirements.

4.3.2 Ethical Standards:

Constrat System LTD shall be committed to maintain the highest ethical standards when executing this Agreement. This includes ensuring that all business practices are conducted with integrity, transparency, and respect for the laws of Sierra Leone. **Constrat System LTD** shall also prevent conflicts of interest or unethical behaviour that could undermine the project's integrity.

4.3.3 Reporting and Accountability:

Constrat System LTD shall provide monthly reports on the system's status to the Permanent Secretary in the Ministry of Employment, Labour and Social Security and the Director of Administration and Finance in the Sierra Leone Immigration Department on behalf of the Government. These reports will ensure transparency, accountability, and regular system upgrades during and after the contract.

4.4 Operational and Maintenance Obligations:

- **No Subcontracting or Delegation:**
 - Neither subcontract nor delegate the core duties as specified in Clause 2-Scope of Work under this Agreement to any third party without prior written information to the Government.
- **Employment of Qualified Personnel:**
 - Employ sufficient suitably qualified personnel to ensure the proper fulfilment of its obligations under this Agreement.
- **Hardware Replacement within and after 15 Years:**

- Procure brand-new hardware components (e.g., servers, switches, access points) after 15 years to ensure the government inherits updated and reliable systems.
- Replace computers, firewalls, air conditioners, servers, and printers every five years to align with best practices and maintain operational efficiency.
- Replace switches and routers every two years to maintain optimal performance.
- **Backend and Source Codes:**
 - Ensure the secure storage of source codes in a GitHub repository to enhance transparency and enable tamper monitoring.
 - MOELS and SLID to have viewership rights to the source codes and backend
- **Vendor Responsibility for Maintenance and Operations:**
 - The vendor must undertake all maintenance and operational activities of the system during its 15-year lifespan. This ensures consistent system performance and reduces the burden on government resources.

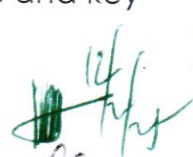

5. Obligations of the Government

5.1 Support:

The Government of Sierra Leone shall provide essential support to ensure the successful implementation and operationalization of the **Unified E-Resident and Work Permit System**. This support will include providing suitable office space, regulatory backing, and duty-free privileges to import critical infrastructure and equipment specified herein. The goal is to create an enabling environment for **Constrat Systems Ltd** to execute the project efficiently and in line with the agreed **Build-Operate-Transfer (BOT)** model.

5.1.1 Office Space and Utilities:

The Government will provide **suitable office space in the Western Area offices** of the **Ministry of Employment, Labour, and Social Security (MOELSS)** and the **Sierra Leone Immigration Department (SLID)** with regular and constant supply of water and electricity. This space will be made available for data operators and key

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technical staff of **Constrat Systems Ltd**, who will collaborate with personnel from the Ministry of Employment Labour and Social Security and the Ministry of Internal Affairs through the Sierra Leone Immigration Department on system implementation, technical support, and operational activities. **Constrat Systems Ltd will be responsible for establishing operational offices in other parts of the country outside the Western Area.**

5. 1. 2 **Waivers and Privileges:**

To facilitate the smooth importation of necessary project equipment, the Government will provide **duty-free waivers and importation privileges** for the following key items required for system implementation and field operations:

- 20 pick-up trucks
- 30 motorbikes
- IT infrastructure (such as servers, routers, and technical hardware)
- Specialized technical tools and equipment

These waivers will support the project's logistical and technical requirements and ensure timely and cost-effective implementation. Constrat Systems Ltd. will be responsible for all other vehicles, logistical support, and operational resources beyond those listed above.

5.2 **Waiver on Sales**

5.2.1 No waivers will be provided to any person other than those allowable under the Vienna Convention on diplomatic relations, Geneva Conventions and other related Conventions and their protocols. Where a waiver is to be provided to any person not covered by these two and other related Conventions, Government or the concerned Ministry, Department and Agency (MDA) must, through budgetary provisions or deductions from Government shares of the revenues, pay for any exemption request not provided for under these Conventions and Protocols.

5.3 **Pricing**

5.3.1 Having the fees for E-work Permit and Resident Permit quoted in US Dollars, as a way to index for inflation and be paid in Leones equivalent at the market or prevailing rate.

5.3.2 All prices of E-Work Permit and Resident Permit with different categories should be in Annex E

5.4 Regulatory Support:

The Government will work closely with **Constrat System LTD** to ensure timely approvals and permits including assisting in navigating the regulatory process and ensuring all requirements are met.

5.4.1 Regulatory Compliance:

The Government shall promulgate any additional regulation necessary to support the effective implementation and operation of the Resident and Work Permit system including enforcement measures to ensure compliance and system integrity.

5.4.2 Legislative Support:

The Government will take the necessary steps to introduce any new legislation or amendments required to support the digitalization of the Resident and Work Permit system. This includes ensuring that the legal framework is in place to support the use of digital signatures, electronic payments, and other critical system components. The government will also work promptly to address any illegal barriers to implementing the system.

5.4.3 Enforcement Measures:

The government will enforce measures to ensure that all parties obtaining resident and work permits comply with the new digital system. This includes imposing penalties for non-compliance and taking legal action against individuals or organizations attempting to circumvent the system.

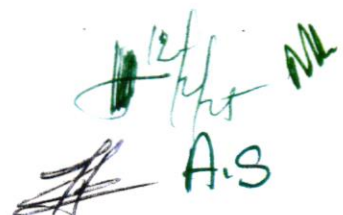
The Government will also raise awareness of the new system among employers, workers, and other stakeholders to ensure they understand its requirements and benefits.

5.5 Inspection and Oversight:

The Government will collaborate with **Constrat System LTD** to monitor the system's operations, including enforcing and inspecting resident and work permits, to maintain system effectiveness.

5.5.1 Inspection Protocols:

The Government will develop and implement inspection protocols to ensure the system is used correctly and that all resident and work permits are issued

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following the new procedures. This includes regular system operation inspections and spot checks to ensure compliance. The inspection protocols will be designed to identify potential issues or areas for improvement and ensure that the system functions as intended.

5.5.2 Oversight Committee:

The Government will establish an oversight committee to provide ongoing oversight of the Alien Resident and Work Permit systems. This Committee will review the system's performance, identify any issues or areas for improvement, and recommend any necessary changes. The committee will include representatives from the Ministry of Employment, Labour Social Security, and the Ministry of Internal Affairs through the Sierra Leone Immigration Department, as well as a service provider or contractor representative.

6. Confidentiality

6.1 Confidential Information:

Both Parties agree to maintain the confidentiality of all information related to this Agreement, including the system's design, operation, financial details, and other sensitive data. Information may only be disclosed as required by law or with prior written consent from the other Party.

6.1.1 Scope of Confidential Information:

Confidential information includes, but is not limited to, all technical information, designs, data, trade secrets, financial information, business strategies, and any other proprietary information related to the Resident and Work Permit system. Both Parties agree to take all necessary steps to protect the confidentiality of this information, including restricting access to authorized personnel only and implementing appropriate security measures.

6.1.2 Exceptions to Confidentiality:

The confidentiality obligation does not apply to the following:

1. Information that is already publicly available.
2. Information the receiving Party possessed before the other Party disclosed.
3. Information obtained lawfully from a third party.
4. Information independently developed by the receiving Party without using the other Party's confidential information.

If confidential information must be disclosed due to legal requirements, the disclosing Party must notify the other Party within thirty (30) days. Additionally, the disclosing Party must take all reasonable measures to minimize the scope of the disclosure to only what is legally required.

6.2 Disclosure of Financial Gains:

Only the Government of Sierra Leone is responsible for disclosing any financial gains from the Resident and Work Permit system. **Constrat System LTD** is not permitted to disclose any financial information related to this Agreement without the prior written consent of the Government.

6.2.1 Public Reporting:

The Government may disclose financial information about the Resident and Work Permit system in its annual reports, budget statements, or other public documents. This disclosure will be consistent with the Government's transparency and accountability policies. **Constrat System LTD** will not make any public statements or disclosures regarding the financial aspects of the Agreement without the Government's explicit consent.

6.3 Duration of Confidentiality:

The confidentiality obligation will remain in effect for fifteen (15) years following the termination or expiration of this Agreement. This duration ensures that sensitive information remains protected even after the project is completed, preventing any unauthorized use or disclosure of proprietary information.

6.3.1 Return or Destruction of Confidential Information:

Upon termination or expiration of this Agreement, each Party agrees to return or destroy all confidential information received from the other Party, including any copy(ies) or record(s) thereof. The receiving Party will certify in writing that all confidential information has been returned or destroyed, except for any information required to be retained by law or for regulatory purposes.

7. Force Majeure

Neither Party shall be held liable for any failure or delay in performance under this Agreement due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, natural disasters,

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epidemics, pandemics, government regulations, strikes, or any other events that could not have been anticipated or prevented by reasonable measures (hereinafter referred to as "Force Majeure").

7.2 Notices:

In the event of a force majeure event, the affected Party shall promptly notify the other Party in writing, providing details of the event and its expected impact on the performance of their obligations under this Agreement. The affected Party shall make all reasonable efforts to mitigate the effects of the force majeure event.

7.3 Suspension of Obligations:

During a force majeure event, the obligations of the affected Party under this Agreement shall be suspended to the extent that the event impacts them. The suspension of obligations shall last only as long as the force majeure event continues, and the affected Party shall resume its obligations as soon as the event ceases.

7.4 Termination Due to Extended Force Majeure:

If the Force Majeure event continues for ninety (90) days or more, either Party may terminate this Agreement by providing written notice to the other Party. In such an event, neither Party shall be liable for any damages or penalties resulting from the termination due to Force Majeure.

8. Termination

8.1. Either party can terminate this agreement based on the provisions below.

8.1.1 Grounds for Termination:

The Government retains the right to terminate this Agreement on any grounds it deems appropriate, including but not limited to the following:

- Failure by Constrat Systems Limited to meet agreed-upon deadlines.
- Non-delivery or substandard delivery of required equipment and infrastructure.
- Failure to comply with relevant laws and regulations.
- Any material breach of the Agreement.
- Constrat Systems Limited is unable or unwilling to fulfil its obligations as specified in this Agreement and the Terms of Reference.

- Reliance by Constrat Systems Limited on government resources not explicitly authorized by this Agreement.

Grounds for termination by the Government include failure by **Constrat System LTD** to meet agreed-upon deadlines, failure to deliver the required equipment and infrastructure, failure to comply with relevant laws and regulations, and any other material breach of the Agreement. The Government reserves the right to terminate the Agreement if it determines that **Constrat System LTD** are unable or unwilling to fulfil its obligations as specified in this Agreement and the accompanying Terms of Reference. Constrat System LTD is also expected to operate independently and without reliance on government resources, except as explicitly stated in this Agreement.

8.1.2 Notice of Termination:

The Government will issue a written notice specifying its decision to terminate the Agreement, the grounds for termination, and the effective termination date. Constrat Systems Limited must address and resolve any identified issues within ninety (90) days of receiving the notice. Failure to fix the problems to the Government's satisfaction within this period will result in termination becoming effective on the specified date.

8.1.3 Compensation for Termination

Upon termination by the Government under Sections 8.1 and 8.1.1, Constrat Systems Limited will be entitled to compensation as specified in Section 8.2.3 for:

- Verified and completed services rendered up to the termination date.
- Reimbursement for equipment and infrastructure explicitly provided under the Agreement, provided that these investments have not already been recovered through the monthly percentage shares earned. Constrat Systems Limited will not be entitled to claim operational costs, future profits, or unverified expenses.

8.2 Termination by Constrat Systems Limited

Constrat Systems Limited may only terminate this Agreement if the Government fails to fulfil specific, explicitly committed obligations outlined in this Agreement.

8.2.1 Grounds for Termination

Grounds for termination by Constrat Systems Limited may include:

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- Failure by the Government to provide office space within the Ministry of Employment, Labour, and Social Security and the Sierra Leone Immigration Department in the Western Area as explicitly agreed.
- Non-fulfilment of duty-free waivers and importation privileges for critical project equipment as specified herein.
- Failure to provide regulatory and administrative support necessary to operationalize the Unified E-Resident and Work Permit System.

If the Government fails to meet its obligations as specified in this agreement, Constrat Systems Ltd reserves the right to terminate this Agreement using the following procedures.

8.2.2 Notice of Termination

If Constrat Systems Limited intends to terminate the Agreement, it must provide written notice to the Government detailing the specific breaches and the corrective measures required. The Government will have ninety (90) days to address and resolve the identified issues. If the Government fails to meet its obligations within this timeframe, termination will become effective on the date specified in the notice.

8.2.3 Compensation for Termination

In cases where Constrat Systems Limited terminates the Agreement due to the Government's non-compliance, the company will only be entitled to compensation for:

- Verified and completed services rendered up to the termination date.
- Reimbursement for equipment and infrastructure explicitly provided under the Agreement, provided that these investments have not already been recouped through the monthly percentage shares earned. Constrat Systems Limited will not be entitled to claim operational costs, future profits, or unverified expenses.

8.3 Consequences of Termination

Upon termination, whether initiated by the Government or Constrat Systems Limited, all assets, infrastructure, and intellectual property related to the Unified E-Resident and Work Permit System will be transferred to the Government to ensure continuity of operations.

8.3.1 Transfer of Assets:

All physical and intellectual assets developed or acquired during the execution of this Agreement, including but not limited to hardware, software, source codes, designs, and operational manuals, will immediately become the property of the Government. Constrat Systems Limited is obligated to facilitate the seamless transfer of these assets.

8.3.2 Transition Plan:

Constrat Systems Limited will collaborate with the Government to implement a detailed transition plan. This plan will outline timelines, milestones, and responsibilities to ensure uninterrupted operation and maintenance of the Unified E-Resident and Work Permit System. Constrat Systems Limited will provide ongoing support during the transition period as deemed necessary by the Government.

8.3.3 Final Reporting:

Upon termination, Constrat Systems Limited must submit a comprehensive final report detailing:

- All work completed and verified.
- Services rendered up to the termination date.
- a complete inventory of assets transferred to the Government.
- Recommendations for the system's ongoing operation and maintenance.

9. Dispute Resolution

9.1 Amicable Settlement:

Any disputes arising from this Agreement shall first be addressed through mutual negotiation and amicable settlement between the Parties. Both Parties agree to make all reasonable efforts to resolve disagreements or disputes through direct communication and negotiation.

9.1.1 Negotiation Process:

The negotiation process will involve representatives from both Parties, who will meet to discuss the issues in dispute and attempt to reach a mutually agreeable solution. If necessary, the Parties may engage the services of a mediator to facilitate the negotiation process. The goal of the negotiation process is to resolve the dispute in a manner that is fair and equitable to both Parties.

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9.1.2 Documentation of Settlement:

If a settlement is reached through negotiation, both Parties will document and sign the terms in writing. This settlement agreement will bind both Parties and serve as the dispute's final resolution. The responsible parties will promptly carry out any actions required to implement the settlement. Any disputes that cannot be resolved amicably within thirty (30) days shall be settled under the jurisdiction of Sierra Leonean courts or through arbitration as specified in Section 9.2.

9.2 Arbitration:

Any arbitration under this agreement shall be governed by the Arbitration Act 2022 of Sierra Leone. The arbitration shall take place in Sierra Leone, with proceedings conducted in English. The arbitrator's decision (s) shall be final and binding on both Parties.

9.2.1 Arbitration Process:

The arbitration process will follow the rules and procedures outlined in the Arbitration Act 2022 of Sierra Leone. The Parties will jointly select an arbitrator, or if they cannot agree on an arbitrator, the appropriate authority in Sierra Leone will appoint one. The arbitrator will have the authority to hear evidence, make findings of fact, and issue a binding decision on the dispute.

9.2.2 Costs of Arbitration:

The parties shall share the costs of the arbitration equally, including the arbitrator's fees and any associated legal costs.

9.2.3 Enforcement of Arbitration Award:

The arbitrator's decision shall be final and binding on both Parties and enforceable in any court of competent jurisdiction in Sierra Leone. The Parties agree to comply with the arbitrator's decision and to take all necessary steps to implement the award without delay. Any refusal or failure to comply with the arbitration award may result in legal action to enforce the award.

10. Governing Law

10.1 Applicable Law:

This Agreement shall be governed by and construed as per the laws of Sierra Leone.

10.1.1 Jurisdiction:

In the exercise of jurisdiction by the courts of Sierra Leone, both parties agree to

submit to the jurisdiction of the Sierra Leonean courts and comply with any court orders or judgments issued by the said court.

10.1.2 Compliance with Local Laws:

Constrat System LTD agrees to comply with all applicable local laws and regulations when performing its obligations under this Agreement. This includes, but is not limited to, laws related to labour, taxation, data protection, and environmental protection. Any failure to comply with local laws may result in legal action and termination of the Agreement.

11. General Provisions

11.1 Review of Agreement:

The Government and Constrat System LTD undertake to review this agreement after every five (5) years or with any such periods as mutually agreed by the parties to assess the vendor's adherence to:

- a. Contractual obligations
- b. Service quality benchmarks

Regular reviews will enable timely identification and resolution of issues, ensuring continuous improvement and alignment with citizens identity security goals.

11.1.1 Supersession of Prior Agreements:

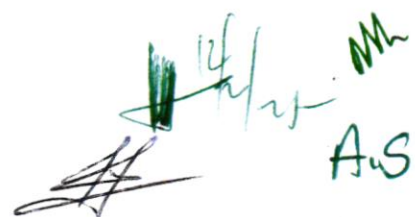
This Agreement supersedes all prior agreements or understandings, whether written or oral, relating to the digitalization of the Resident and Work Permit system. Any amendment or modification to this Agreement must be made in writing and signed by both Parties.

11.1.2 Integration Clause:

This Agreement represents the complete understanding between the Parties and contains all the agreed-upon terms and conditions. No other agreements, representations, or understandings, whether oral or written, shall be binding on the Parties unless incorporated into this Agreement by reference.

11.2 Amendment:

Any amendment or modification to this Agreement must be in writing and signed by both Parties. No oral modification will be recognized as valid. Any changes to the terms and conditions of the Agreement must be documented in a formal amendment signed by authorized representatives of both Parties.

Handwritten signature and initials in green ink, including the letters 'AUS' and a date '14/12'.

11.2.1 Procedure for Amendment:

The procedure for amending this Agreement shall involve one party submitting a written proposal for the amendment, followed by review and approval by the other Party. If both Parties agree to the proposed amendment, a formal amendment document shall be drafted and signed by both Parties.

11.2.2 Effect of Amendment:

Once both parties sign an amendment, it becomes an integral part of the Agreement and supersedes any conflicting provisions in the original Agreement. The amendment is binding on both Parties and shall be enforced in the same manner as the original Agreement.

11.3 Survival of Terms:

Provisions related to confidentiality, dispute resolution, and any other obligations that, by their nature, should survive shall remain in effect after the termination or expiration of this Agreement. These provisions protect both Parties' rights and interests after the project's completion.

11.3.1 Continuing Obligations:

The obligations related to confidentiality, intellectual property, and dispute resolution shall continue to apply after the termination or expiration of the Agreement. Both Parties agree to honour these obligations and take all necessary steps to fulfil them.

11.3.2 Enforcement of Surviving Terms:

The surviving terms of the Agreement shall be enforceable in the same manner as the original terms. Any breach of these terms may result in legal action, penalties, or damages.

11.4 Notices:

All notices required under this Agreement shall be delivered in writing to the designated representatives of each Party at the addresses provided in the Agreement. Notices may be delivered in person, by mail, or electronically and shall be considered effective upon receipt.

11.4.1 Designated Representatives:

Each Party will designate a representative to receive notices and communications related to the Agreement. The designated representatives will be responsible for ensuring that all notices are delivered promptly and that any required actions are taken in response to the notices.

11.4.2 Methods of Delivery:

Hand, courier, registered, or electronic mail may deliver notices. The delivery method will depend on the nature of the notice and the urgency of the matter. Notices will be considered effective upon receipt by the designated representative, and the receiving Party will acknowledge receipt in writing.

11.4.3 Change of Address:

If either Party changes its address or contact information, it must notify the other Party in writing within ten (10) days. Failure to provide updated contact information may result in delays or misunderstandings in the delivery of notices.

12.1 Annexes

Annexe A: Technical Specifications, Equipment, and Infrastructure Requirements for the Unified E-Resident and Work Permit System.

Annexe B: Service Level Agreement (SLA), outlining the agreed-upon standards, performance metrics, and responsibilities for ensuring the system's effective operation and maintenance.

Annexe C: Training and Capacity Building Plan, detailing the framework for equipping government personnel with the skills and knowledge necessary to manage and maintain the system effectively.

Annexe D: Monitoring and Reporting Template, providing a structured framework for preparing and reviewing performance reports to ensure consistent and transparent system operations tracking.

Annexe E: Price List for E-Work Permit and Residence Permit in USD

Annexe F: Agreement for Revenue Management of the unified E-Resident and Work Permit system

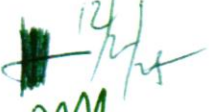
Annexe G: Legal and approval correspondence before signing

IN WITNESS whereof the said parties hereto have caused this agreement to be executed by their respective laws the day and year first above written:

SIGNED, SEALED AND DELIVERED

By the **Government:**

1. SIGNATURE:  Date: 12/2/21
NAME: Mohamed Rahman Swamy


A.S

ADDRESS: 1 Swaney Drive, Freetown.
DESIGNATION: Minister of Supply, Labour and Social Security.

2. SIGNATURE: ~~Morie~~ Date: 12/02/25

NAME: Morie Lengor Esq.

ADDRESS: Ministry of Internal Affairs, 14 Gloucester Street, Freetown

DESIGNATION: Minister

In the presence of:

SIGNATURE:  Date: 12/02/2025

NAME: ALPHA SERRY

ADDRESS: Guma Building, LAMINAT STATION ST. Freetown

OCCUPATION: MINISTER (Attorney General and Minister of Justice)

SIGNED, SEALED AND DELIVERED by the duly authorized representative of the
Contractor:

SIGNATURE:  Date: 12/02/2025

NAME: Loren M. Hassane

ADDRESS: Wing Harman Road, 28 WARA Bldg

DESIGNATION: Managing director

In the presence of: 
SIGNATURE:  Date: 12/02/25

NAME: Alhaji Sallah

ADDRESS: #1 Habib Drive Juba

OCCUPATION: Business



GOVERNMENT OF SIERRA LEONE

Ministry of Finance

Ref: MF-ADM 129/77/01

From: The Financial Secretary

To: The Permanent Secretary, Ministry of Employment, Labour and Social Security

10th February, 2025

Copy: The Minister of Finance
The Minister of Employment, Labour and Social Security
The Deputy Ministers of Finance I & II
The Financial Secretary
The Principal Deputy Financial Secretary
The Solicitor General

Re: Request For Concurrence on the Agreement for the Development and Hosting of a Unified E-Resident and Work Permit System between the Ministry of Employment, Labour and Social Security and The Ministry of Internal Affairs through The Sierra Leone Immigration Department and Contrast Systems Limited

I am directed to refer to your Memorandum referenced **MoELSS-SLID/FS/400/24** of **30th January, 2025**, addressed to the Financial Secretary on the above subject.

2. We have reviewed the said Agreement in line with Government policy objectives for upgrading and modernising systems within the Immigration Department for issuing and managing work permits for foreign nationals, taking into consideration the need to enhancing efficiency, transparency, accountability, and domestic revenue mobilization, and aligning these efforts with the broader national development goals.

3. While the Ministry of Finance has no objection for your ministry to proceed with the signing of the Agreement with Constrat Systems Limited, we would like to inform you that this concurrence is contingent on:

- I. Having the fees for each E-work Permit and Resident Permit quoted in US dollars, as a way to index for inflation and be paid in Leone equivalent;
- II. No waiver be provided to any person other than those allowable under the Vienna Convention on diplomatic relations, Geneva Conventions and other related Conventions and their protocols. Where a waiver is to be provided to any person not covered by these two and other related Conventions, Government or the concerned Ministry, Department and Agency (MDA) must, through budgetary provisions or deductions from Government shares of the revenues, pay for any exemption request not provided for under these Conventions and their protocols.


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4. Please accept the assurances of our continued support and collaboration on all national development matters.

SAMUEL E. B. MOMOH
FOR: FINANCIAL SECRETARY

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SIERRA LEONE GOVERNMENT

ANNEXE F: AGREEMENT FOR REVENUE MANAGEMENT OF THE UNIFIED E-RESIDENT AND WORK PERMIT SYSTEM

This Revenue Management Agreement ("Agreement") is made and entered into on this -----Day of February 2025 between the Government of Sierra Leone and Constrat Systems Ltd.

The Government of Sierra Leone acts through the Ministry of Employment, Labour and Social Security (MoELSS) and the Ministry of Internal Affairs through the Sierra Leone Immigration Department (SLID) (hereinafter referred to as the "Government").

And

Constrat Systems Ltd, a duly registered company, is the selected vendor for the Unified E-Resident and Work Permit System (hereinafter referred to as the "Vendor").

Together, the Government and Vendor shall be called "the Parties."

1. PURPOSE


This Agreement outlines the financial management, revenue-sharing, and disbursement process for Unified E-Resident and Work Permit System funds. The Agreement ensures transparency, accountability, and compliance with established government financial regulations while safeguarding the interests of both parties.

2. REVENUE MANAGEMENT

2.1 Revenue Collection and Deposit

- All funds generated from Resident and Work Permit fees shall be deposited into a dedicated contractual account managed by the Vendor.

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- The Government shall jointly monitor the contractual account, but only the Vendor shall have signatory authority.

2.2 Monthly Disbursement of Funds

- At the end of each month, the Vendor shall ensure that the Government's portion of the revenue is automatically transferred to the designated Government Treasury Account by the agreed revenue-sharing ratio.
- MoELSS's share of revenue from work permit fees will be automatically transferred to the Consolidated Fund at the end of every month.
- For the resident permit fees, the Vendor shall automatically transfer SLID's revenue share into the SLID account, as they can manage their funds.
- The Vendor shall provide a financial statement outlining the total revenue collected and the amount transferred to the Government.

3. REVENUE SHARING

3.1 Revenue Split:

The revenue generated from the issuance and management of Work and Resident Permits under this Agreement will be shared between the Parties as follows:

- **Government:**
 - ✓ 50% in the first five years
 - ✓ 60% in the second five years
 - ✓ 65% in the last five years
- **Constrat Systems Limited:**
 - ✓ 50% in the first five years
 - ✓ 40% in the second five years
 - ✓ 35% in the last five years

4. TRANSPARENCY AND ACCOUNTABILITY MEASURES

4.1 Joint Oversight and Monitoring

- A Revenue Oversight Committee, comprising representatives from MoELSS, SLID, and the Vendor, shall monitor revenue collection and disbursement activities.
- The Committee shall meet quarterly to review financial reports and address revenue collection and disbursement discrepancies.

4.2 Reporting Obligations

- The Vendor shall submit a monthly financial report to MoELSS and SLID, detailing:
 - ✓ The total revenue collected
 - ✓ The amount disbursed to the Government
 - ✓ Bank statements as proof of fund transfers
- The Government reserves the right to request independent financial audits on the revenue account anytime.

5. ENFORCEMENT AND REMEDIES

5.1 Breach of Financial Obligations

If the Vendor fails to transfer the Government's share of the revenue within the stipulated timeframe, the following measures shall apply:

- A formal notice shall be issued to the Vendor, requiring immediate compliance.
- If non-compliance persists for more than 30 days, the Government shall have the right to suspend Vendor's operations pending resolution.
- The Vendor shall be liable to penalties prescribed by applicable financial regulations.

5.2 Dispute Resolution

- Any disputes arising from revenue management shall be resolved as recommended in the main contract.

6. TERM AND REVIEW

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- This Agreement shall remain in effect for the contract duration for the Unified E-Resident and Work Permit System.
- This Agreement shall only be reviewed when the main contract is reviewed.
- This Agreement shall automatically terminate upon the successful transfer of system ownership to the Government at the end of the BOT period.

7. SIGNATORIES

For the Government of Sierra Leone

Ministry of Employment, Labour and Social Security

Signature: 

Name: Mohamed Rahman Swaran

Title: Ministry of Employment, Labour & Social Security

Date: 12/02/25

Ministry of Internal Affairs through the Sierra Leone Immigration Department

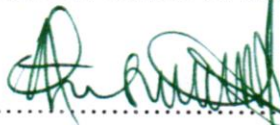
Signature: Maria

Name: MIRIE LENSEN

Title: MINISTER

Date: 12/02/25

In the presence of: Office of the Attorney General and Minister of Justice

SIGNATURE:  Date: 12/02/2025

NAME: ALPHA SESAY

ADDRESS: CUMA BUILDING, LAMINA SANKOH ST. F/106A

OCCUPATION: MINISTER (Attorney General & Minister of Justice)

For Constrat Systems Ltd

Signature: 

Name: Lareh M. Hassane

Title: Managing Director

Date: 13/02/2025



SIERRA LEONE GOVERNMENT
ANNEXE: E RESIDENCE PERMIT PRICE STRUCTURE

Structured Categorization Fees

Category	Roles	ECOWAS (USD)	Price (USD)
Category A	Mining (Miner, Dealer, Industrial, Agent & Administrator, Artisanal & Explorer) Energy (Oil, Petroleum, Gas, Solar, etc.) Petroleum/Gas Mining Aviation (Airlines, Travelling Agencies, Sea Transport) Marine (Shipping, Clearing & Forwarding, Fishing Company) Casino (Casino - Lotto -Betting companies, entertainment centres etc.) Mobile Companies (Telecommunication, Internet Providers, Mobile Money etc.) EMPLOYER & EMPLOYEE	350	1000
Category B	General Merchandise; (Business, Self-Owner/Employees); Banking/Finance/Insurance/Microfinance/Bureau; Hotel/Catering/Restaurant; Manufacturing; Construction Industries/Quarrying/Engineering; Garages/Automobiles/Car Dealers; Private Security Companies; Legislation; Water Drilling; Agricultural Companies EMPLOYER & EMPLOYEE	250	700
Category C	Educational Institutions (Government and Private); Consultancy/Research; Sports; Health Services (Hospitals, Clinics, Medical Practitioners); Journalism; Wildlife Zoo; Domestic Staff; Hawker EMPLOYER & EMPLOYEE	150	350
Category D	HOUSEWIFE & CHILDREN	100	200
Category E	NON-GOVERNMENTAL ORGANIZATIONS	150	350

*Defaulters Will be penalized as per the Act

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ANNEXE: WORK PERMIT PRICE STRUCTURE

Structured Categorization Fees

Category	Roles	ECOWAS (USD)	Price (USD)
Category A	Mining (Miner, Dealer, Industrial, Agent & Administrator, Artisanal & Explorer) Energy (Oil, Petroleum, Gas, Solar, etc.) Petroleum/Gas Mining Aviation (Airlines, Travelling Agencies, Sea Transport) Marine (Shipping, Clearing & Forwarding, Fishing Company) Casino (Casino - Lotto -Betting companies, entertainment centres etc..) Mobile Companies (Telecommunication, Internet Providers, Mobile Money etc.) EMPLOYER & EMPLOYEE	500	1500
Category B	General Merchandise; (Business, Self-Owner/Employees) Banking/Finance/Insurance/Microfinance/Bureau; Hotel/Catering/Restaurant; Manufacturing; Construction Industries/Quarrying/Engineering; Garages/Automobiles/Car Dealers; Private Security Companies; Legislation; Water Drilling; Agricultural Companies EMPLOYER & EMPLOYEE	400	1000
Category C	Educational Institutions (Government and Private); Consultancy/Research; Sports; Health Services (Hospitals, Clinics, Medical Practitioners); Journalism; Wildlife Zoo; Domestic Staff; Hawker EMPLOYER & EMPLOYEE	250	500
Category E	NON-GOVERNMENTAL ORGANIZATIONS	250	500

*Defaulters Will be penalized as per the Act


SIGNATORIES:

For the Government of Sierra Leone

Ministry of Employment, Labour, and Social Security

SIGNATURE:  Date: 12/7/15

NAME: Mohamed Rehman

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m

ADDRESS: 1 Swearing Drive, Freetown.
OCCUPATION: Minister of Employment, Labour & Social Security.

Ministry of Internal Affairs through the Sierra Leone Immigration Department

SIGNATURE:  Date: 12/02/25

NAME: Morie Lengor Esq.

ADDRESS: Ministry of Internal Affairs, 14 Gloucester Street, Freetown

OCCUPATION:

In the presence of the Office of the Attorney General and Minister of Justice

SIGNATURE:  Date: 12/02/2025

NAME: Alpha Sesay

ADDRESS: GUMA BUILDING, LAMINA SANIKOIT ST. F/TOWN

OCCUPATION: MINISTER

For Constrat Systems Ltd

SIGNATURE:  Date: 12/02/2025

NAME: Jasen Hassane

ADDRESS: Wing Hornes Road, 28 NCRA Bldg

OCCUPATION: Managing director


In the Presence of

SIGNATURE:  Date: 12/02/25

NAME: Alhaji Salih

ADDRESS: # Habib Drive Suba

OCCUPATION: Business

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SIERRA LEONE GOVERNMENT

ANNEXE D: VENDOR'S PERFORMANCE METRICS AND REPORTS TEMPLATE FOR THE UNIFIED E-RESIDENT AND WORK PERMIT SYSTEM

1. OVERVIEW

This Annex provides the framework for the government, represented by MOELSS and SLID, to monitor and report on the performance of the Unified E-Resident and Work Permit System. The government must use this template to track and document system performance, ensuring transparency, accountability, and continuous improvement in delivery and operations.

2. KEY PERFORMANCE INDICATORS (KPIs)

To facilitate monitoring, the vendor must provide raw performance data, logs, and updates as the government requires to complete these reports effectively.

Metric	Definition	Target	Frequency of Reporting
System Uptime	The percentage of time the system is operational and accessible.	Minimum 99.9%	Monthly
Incident Response Time	Average time taken to respond to reported issues.	Critical: 30 minutes Major: 60 Minutes Minor: 12	Monthly

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		Hours	
Issue Resolution Time	Average time taken to resolve reported issues.	Critical: 3 hr	Monthly
		Major: 6hr	
		Minor:48 hr	
Data Backup Compliance	Percentage of successful daily backups completed.	100%	Monthly
Security Incidents	A number of security breaches or attempted hacks were detected 0 and mitigated.		Monthly
System Latency	Average response time for key system functionalities (e.g., login, application submission).	< 2 seconds	Quarterly
Training Completion	Percentage of designated staff trained as per SLA requirements.	100%	Quarterly
Card Production Approval	Percentage of cards produced with joint approval from MOELSS, SLID, and the vendor.	100%	Quarterly

3. REPORTING TEMPLATE

To ensure effective use of this template, the government will ensure designated personnel are well-trained to document and track system performance accurately. The government, represented by MOELSS and SLID, must use the following template to document and track system performance:

Performance Report Template

Report Title: System Performance Report for the Unified E-Resident and Work Permit System

Reporting Period: [Month/Quarter, Year]

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Prepared By: [Government Representative Name and Title]

Submission Date:

- Summary of reported incidents (critical, major, minor) and their resolutions.
- Details of unresolved issues and mitigation strategies.

4. Security and Compliance

- Overview of security incidents and preventive measures implemented.
- Compliance with local data protection laws and security system protocols.

5. Recommendations and Next Steps

- Suggestions for improvement performance.
- Planned activities for the next reporting period.

1. Executive Summary

- Overview of the system's performance during the reporting period.
- Summary of key achievements and challenges.

2. performance metrics

Metric	Target	Actual Performance	Comments/Explanations
System Uptime	99.9%		
Incident Response Time (Critical)	30 minutes		
Incident Response Time (Major)	1 Hours		
Incident Response Time (Minor)	12 hours		
Data Backup	100%		

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Compliance			
Security Incidents	0		
System Latency	< 2 seconds		
Training Completion	100%		
Card Production Approval	100%		

3. Incident Management

- Summary of reported incidents (critical, major, minor) and their resolutions.
- Details of unresolved issues and mitigation strategies.

4. Security and Compliance

- Overview of security incidents and preventive measures implemented.
- Compliance with local data protection laws and security system protocols.

5. Recommendations and Next Steps

- Suggestions for improvement performance.
- Planned activities for the next reporting period.

4. SUBMISSION AND REVIEW

- **Submission Frequency:** MOELSS and SLID must prepare monthly monitoring reports and deliver them to the Permanent Secretary (PS) of MOELSS and the Director of Finance and Administration at SLID.
- **Quarterly Monitoring:** The PS and Director of SLID will make these reports available to the vendor for quarterly performance evaluations.

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- **Submission to NAMED and MoCTI:** Quarterly monitoring reports must be delivered directly to the National Monitoring and Evaluation Authority (NAMEA) for oversight.

5. SIGNATORIES

For the Government of Sierra Leone

Ministry of Employment, Labour, and Social Security

SIGNATURE:  Date: 12/2/25

NAME: Mohamed Rehman Suray

ADDRESS: 1 Suray Drive, Freetown

OCCUPATION: Minister of Employment, Labour & Social Security

Ministry of Internal Affairs through the Sierra Leone Immigration Department

SIGNATURE:  Date: 12/02/25

NAME: Movie Lengou

ADDRESS: Ministry of Internal Affairs, 14 Gloucester Street, Freetown

OCCUPATION:



In the presence of the Office of the Attorney General and Minister of Justice

SIGNATURE:  Date: 12/02/2025

NAME: Acpita Steffy

ADDRESS: GUMAT BUILDING, LAMINA STATION ST. Freetown

OCCUPATION: MINISTER (Attorney General and Minister of Justice)


 AS

For Constrat Systems Ltd

SIGNATURE: 

Date

12/02/2025

NAME:

Tarek M. Hassane

ADDRESS:

Niney Horner Road, 28 NORA BLDG

OCCUPATION:

Managing director

In the Presence of



SIGNATURE:

Date

12/02/25

NAME:


Alhaji Sallah

ADDRESS:

#1 Habib Drive Suba

OCCUPATION:

Business


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SIERRA LEONE GOVERNMENT

ANNEXE C: TRAINING AND CAPACITY-BUILDING PLAN FOR THE UNIFIED E-RESIDENT AND WORK PERMIT SYSTEM

1. Overview This Training and Capacity-Building Plan outlines the approach for ensuring that staff from the Ministry of Employment, Labour and Social Security (MOELSS) and the Sierra Leone Immigration Department (SLID) are equipped with the necessary knowledge and skills to operate, monitor, and manage the Unified E-Resident and Work Permit System effectively. The plan also emphasizes sustainability by addressing knowledge transfer and specialized training needs.

2. Objectives

- To equip MOELSS and SLID staff with operational knowledge of the system.
- To build technical capacity for system monitoring and troubleshooting.
- To ensure seamless knowledge transfer in the event of staff turnover.
- To align staff knowledge with the vendor's technologies for effective collaboration.

3. Training Components

3.1 Initial Training

- **Participants:** All designated technical and administrative staff from MOELSS and SLID.
- **Topics Covered:**

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- System architecture and functionality.
- User dashboard navigation.
- Card production and approval workflows.
- Incident reporting and escalation procedures.
- Data security and compliance protocols.
- **Delivery Method:** In-person sessions and hands-on demonstrations.
- **Duration:** 5 days.

3.2 Quarterly Refresher Training

- **Participants:** Designated staff from MOELSS and SLID.
- **Topics Covered:**
 - Updates to new system features.
 - Reinforcement of security practices.
 - Troubleshooting common issues.
- **Delivery Method:** Online or hybrid sessions.
- **Duration:** 2 days per quarter.

3.3 Specialized Training for New Technical Leads

- **Participants:** Newly appointed technical leads in the event of staff turnover.
- **Topics Covered:**
 - Deep dive into system backend and maintenance.
 - Vendor collaboration protocols.
 - Advanced troubleshooting and diagnostics.
- **Delivery Method:** In-person sessions.
- **Duration:** 7 days.

3.4 Vendor Technology Alignment Program

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- **Participants:** Heads of units and technical team members from MOELSS and SLID.
- **Topics Covered:**
 - Vendor's proprietary technologies and methodologies.
 - Best practices for implementation alignment.
 - Key performance indicators for effective monitoring.
- **Delivery Method:** Onsite training at the vendor's partner country facilities.
- **Duration:** 10 days.

4. Training Responsibilities

Vendor Responsibilities:

- Develop and deliver training materials tailored to the system.
- Provide qualified trainers for all sessions.
- Ensure the availability of sandbox environments for hands-on practice.
- Cover all training costs, including participant travel and accommodations where required.
- Issue certificates of completion for participants.

MOELSS and SLID Responsibilities:

- Collaborate with the vendor to identify training participants.
- Ensure designated staff participate in training programs.
- Provide feedback on training results.

5. Evaluation and Continuous Improvement

- **Post-Training Assessments:**

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- Conduct evaluations to measure participants' understanding and readiness.
- Use assessment results to identify areas for improvement.

- **Feedback Mechanisms:**

Gather feedback from participants to refine future training sessions.

- **Periodic Reviews:**

Review training outcomes and adjust plans annually to align with system upgrades and organizational changes.

6. Timeline and Milestones

Milestone	Timeline
Initial Training	Within 1-month post-SLA signing
Quarterly Refresher Training	Every 3 months
Specialized Training for New Tech Leads	As needed
Vendor Technology Alignment Program	Within 2 months post-SLA signing

7. Budget and Resources

- Training costs, including logistics for participant travel and accommodation, are covered under the project's overall operational expenditure (OPEX) budget during its lifespan.
- The vendor is fully responsible for providing trainers, materials, and any required infrastructure for training.

8. Conclusion This Training and Capacity-Building Plan ensures that MOELSS and SLID staff are fully equipped to manage and monitor the Unified E-Resident and Work Permit System effectively. Through a combination of initial and ongoing

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training and specialized programs, this plan supports system sustainability and operational excellence.

9. SIGNATORIES

For the Government of Sierra Leone

Ministry of Employment, Labour, and Social Security

SIGNATURE:  Date: 12/2/25

NAME: Mohamed Bahman Swaray

ADDRESS: 1 Swaray Drive, Freetown

OCCUPATION: Minister of Employment, Labour & Social Security

Ministry of Internal Affairs through the Sierra Leone Immigration Department

SIGNATURE:  Date: 12/02/25

NAME: Morie Lengor Erag

ADDRESS: Ministry of Internal Affairs, 14 Gloucester Street, Freetown

OCCUPATION: Minister


In the presence of the Office of the Attorney General and Minister of Justice

SIGNATURE:  Date: 12/02/2025

NAME: Alpha George

ADDRESS: GUMA BUILDING, LAMIAA SANIKO ST. F/10th floor

OCCUPATION: MINISTER

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For Constrat Systems Ltd

SIGNATURE:  Date 12/02/2025

NAME: Tarek M. Hassane

ADDRESS: Wing Norman Road, 28 MCRA BLDG

OCCUPATION: Managing director


In the Presence of

SIGNATURE:  Date 12/02/25

NAME: Alhaji Sallah

ADDRESS: #1 Habib Drive Fula

OCCUPATION: Business

 12/2/25
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SIERRA LEONE GOVERNMENT

ANNEXE B

SERVICE LEVEL AGREEMENT (SLA) FOR THE UNIFIED E-RESIDENT AND WORK PERMIT SYSTEM BETWEEN

**THE MINISTRY OF EMPLOYMENT, LABOUR AND SOCIAL SECURITY
(MOELSS)**

&

**THE MINISTRY OF INTERNAL AFFAIRS THROUGH THE SIERRA LEONE
IMMIGRATION DEPARTMENT (SLID)**

&

CONSTRAT SYSTEMS LTD

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1. Introduction This Service Level Agreement (SLA) establishes the commitment between the Ministry of Employment, Labour and Social Security (MOELSS), the Ministry of Internal Affairs through the Sierra Leone Immigration Department (SLID), and the system vendor for the provision, operation, and maintenance of the Unified E-Resident and Work Permit System. The purpose is to ensure that all parties clearly understand their responsibilities and the level of service required for the system's effective and efficient functioning.

This system is delivered using a Build-Operate-Transfer (BOT) model. Public payments are processed through a transitory account, with the government and the vendor serving as signatories to ensure transparency and accountability.

This approach ensures a flexible, robust, and secure system aligned with the Government of Sierra Leone's Enterprise Architecture Framework and Digital Service Standards and Compliance Guidelines.

2. Objectives

- To define the service levels and performance standards for the Unified E-Resident and Work Permit System.
- To establish roles, responsibilities, and accountability among stakeholders.
- To ensure compliance with local data protection laws, Digital service standards, and Compliance Standards Guidelines.
- To outline the support and maintenance requirements for the system's lifecycle.

3. Scope of Services The scope includes but is not limited to:

- Ensuring 24-hour electricity and reliable internet access in all enrollment facilities to support uninterrupted operations.
- **System Provisioning:** Delivery and installation of hardware and software components as specified in the system's technical requirements.

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- **Operational Support:** Day-to-day system management, including troubleshooting, monitoring, and optimization.
- **Maintenance:** Scheduled and on-demand maintenance of hardware and software components.
- **Data Protection:** Adherence to local data protection laws and ensuring data security and confidentiality.
- **Training:** Comprehensive training for MOELSS and SLID staff on system use and management.
- **System Updates and Upgrades:** Regular updates to software and firmware to ensure compatibility and efficiency.

4. Roles and Responsibilities

Vendor Responsibilities:

- Ensure the delivery and installation of all hardware and software components.
- Provide a secure, scalable, and user-friendly system.
- Offer 24/7 technical support for critical issues.
- Deliver regular performance reports.
- Ensure system availability as per agreed uptime metrics.
- Grant backend access to the system to the head tech from MOELSS and SLID.
- Ensure every card produced is approved with mutual consent from the government, represented by the focal persons from MOELSS and SLID.
- Ensure 24-hour electricity and reliable internet access in all enrollment facilities to support uninterrupted operations.
- Ensure the system source codes and all equipment remain the government's property.
- Create a GitHub account and upload the source code to identify tampering quickly.

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- Ensure the system is protected against hacking and other security breaches.
- Provide login access to the system dashboard as agreed with MOELSS and SLID.

MOELSS and SLID Responsibilities:

- Provide access to facilities required for installation and maintenance as referenced in the main contract.
- Conduct monthly and quarterly monitoring of the system operations.
- Collaborate with the third-party National Monitoring Authority (NMA) for system auditing.
- The heads of MOELSS and SLID will serve as the focal persons representing the government in collaboration with the vendor.

5. Service Level Metrics

System Uptime:

- Minimum 99.9% uptime, excluding scheduled maintenance.

Incident Response Time:

- Critical Issues: Response within 30 minutes; resolution within 1 hour.
- Major Issues: Response within 60 minutes; resolution within 1 hour 30 minutes.
- Minor Issues: Response within 12 hours; resolution within 48 hours.

Data Backup and Recovery:

- Daily backups with retention for 30 days.
- Data recovery within 12 hours of a critical failure.

Training Delivery:

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- Initial training for all designated staff.
- Quarterly refresher training sessions.
- In the event of a transfer of the tech leads from MOELSS or SLID, specialized training must be provided to the new technical team to ensure enhanced sustainability.

After signing the contract and this SLA, the heads of units and other technical team members must undertake a Study Tour of Constrat's facilities to understand their technologies and ensure proper alignment during the contract's implementation.

6. Maintenance and Support

- **Scheduled Maintenance:**

Monthly preventive maintenance activities to ensure optimal performance.

- **On-Demand Maintenance:**

As required for unexpected issues or vulnerabilities.

- **Support Channels:**

Email, phone, and an online ticketing system for issue reporting and resolution.

7. Financial Terms

- Payment schedule aligned with project milestones.
- Penalties for non-compliance with SLA terms, including deductions for prolonged downtime or delayed issue resolution.

8. Monitoring and Reporting

- Monthly performance reports covering system uptime, issue resolution statistics, and maintenance activities.

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- Quarterly review meetings between MOELSS, SLID, and the vendor to evaluate SLA compliance.

9. Annexes

- **Annex A:** Detailed Hardware and Software Specifications
- **Annex B:** Vendor's Performance Metrics and Reports Template
- **Annex C:** Training and Capacity-Building Plan

10. Signatures This SLA is signed and agreed upon by:

For the Government of Sierra Leone

Ministry of Employment, Labour, and Social Security

SIGNATURE:  Date: 12/2/25

NAME: Mohamed Rehman Serry

ADDRESS: 1 Serry Avenue, Freetown

OCCUPATION: Minister of Employment, Labour and Social Security

Ministry of Internal Affairs through the Sierra Leone Immigration Department

SIGNATURE:  Date: 12/02/25

NAME: Movie Lengor Esq.


ADDRESS: Ministry of Internal Affairs, 14 Gloucester Street, Freetown

OCCUPATION: Minister

In the presence of the Office of the Attorney General and Minister of Justice

SIGNATURE:  Date: 12/02/2025

NAME: Alpha Serry

 12/2/25
A.S.

ADDRESS: Guinea Building, LAMINA BARKOIT ST, F/TOBAY
OCCUPATION: MINISTER (Attorney General & Minister of Justice)

For Constrat Systems Ltd

SIGNATURE: [Signature] Date 12/02/2025
NAME: Tarek H. Hossane
ADDRESS: Hiag Harmen Road, 28 NEQA BLDG
OCCUPATION: Managing Director

In the Presence of [Signature]
SIGNATURE: [Signature] Date 12/02/25
NAME: Alhaji Sallah
ADDRESS: #1 Habib Drive Suba
OCCUPATION: Business

[Signature]
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A.S



SIERRA LEONE GOVERNMENT

ANNEXE A: TECHNICAL SPECIFICATIONS, EQUIPMENT, AND INFRASTRUCTURE REQUIREMENTS FOR THE UNIFIED E-RESIDENT AND WORK PERMIT SYSTEM

This document outlines the hardware and software specifications for the Unified E-Resident and Work Permit System. These specifications are based on the Terms of Reference (ToR) developed for the system and highlight the technical requirements for implementing the system in compliance with local data laws and best international practices.

System Features:

The digital system will include the following key features:

1. User Registration, Authentication, and Authorization:

- Secure registration process for all users, including applicants, employers, and government officials.
- Multi-factor authentication to ensure that only authorized individuals can access the system.

2. Application Submission and Processing:

- Online platform for submitting resident and work permit applications.
- Capability to upload supporting documents, pay fees electronically, and track the status of applications in real-time.

3. Data Management and Reporting:

- Centralized database for storing all permit-related information.
- Tools for generating reports, analyzing data, and conducting audits.

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4. Compliance Monitoring and Enforcement:

- Features to monitor compliance with resident and work permit regulations.
- Ability to flag expired permits, identify potential violations, and take enforcement actions as needed.

5. User Support and Helpdesk:

- Dedicated helpdesk and support system to assist users with issues, including technical support, FAQs, and tutorials.

System Architecture and Interoperability:

The Unified E-Resident and Work Permit System will be built using microservices architecture to support future enhancements, system upgrades, and seamless integration with other key government systems. This approach ensures a flexible, robust, and secure system aligned with the Government of Sierra Leone's Enterprise Architecture Framework and Digital Service Standards and Compliance Guidelines.

Core Architecture Components:

1. Frontend Interface:

- A web-based, user-friendly interface accessible from any device with internet connectivity.
- Support for multiple user roles, including applicants (foreign nationals, employers, recruitment agencies), government users (MOELSS, SLID, and other stakeholders), and technical administrators.
- Accessibility features, responsiveness, and multilingual support to ensure inclusiveness.

2. Backend Database:

- A secure, scalable database for storing:
 - Personal information: Names, nationalities, biometric details, passport numbers.



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- Application data: Status updates and supporting documentation.
- Payment records: Details of fees paid for work and resident permits.
- Advanced encryption and role-based access control to prevent unauthorized access.

3. Payment Gateway Integration:

- Secure payment gateway supporting multiple payment options, such as:
 - Mobile Money (e.g., Orange Money, Africell Money, Qcell Money)
 - Credit/Debit Cards (Visa, Mastercard)
 - Bank Transfers (local and international)
- Real-time payment processing with automated status updates and notifications.

4. Compliance, Auditing, and Reporting:

- Built-in tools for tracking and auditing all transactions and activities to support accountability and transparency.
- Key features include:
 - Comprehensive audit trails of user actions.
 - Real-time alerts for suspicious activities.
 - Dashboards for data analytics and evidence-based decision-making.

5. System Interoperability and Integration with NCRA:

- Seamless integration with the National Civil Registration Authority (NCRA) and any other system through secure APIs.
- Real-time identity verification, data matching, and de-duplication to enhance security and accuracy.

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Benefits of System Interoperability:

- Faster application processing with automatic verification of applicant details.
- Improved fraud detection and prevention through biometric cross-verification.
- Enhanced data accuracy and consistency by pulling verified data directly from the NCRA system.
- Cost savings by reducing manual processes and repetitive tasks.
- Improved user experience with reduced steps for completing applications.

Environmental Conditions:

To ensure the system operates efficiently and reliably, the following environmental conditions must be met:

1. Hosting Environment:

- A secure data centre with controlled access.
- Adequate cooling systems to maintain an optimal temperature range for servers and other equipment.
- Uninterruptible Power Supply (UPS) and backup generators to ensure continuous power in case of outages.
- Fire suppression systems to protect equipment from fire hazards.

2. Network Infrastructure:

- High-speed, redundant internet connections to ensure a minimum of 99.9% system uptime.
- Load balancing and failover systems to distribute traffic evenly and maintain system availability during peak usage.
- Secure Virtual Private Network (VPN) for remote administrative access.

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3. Physical Security:

- 24/7 monitoring and surveillance of the hosting facility.
- Biometric or key card access controls to prevent unauthorized entry.
- Regular maintenance checks to ensure all systems are functioning correctly.

4. Equipment Maintenance:

- Scheduled maintenance and updates for all hardware and software components.
- Spare hardware available on-site to replace faulty components without significant downtime.

5. Disaster Recovery:

- Regularly updated disaster recovery plans.
- Off-site backups to ensure data safety in case of catastrophic events at the primary hosting location.

Vendor Obligations:

The selected vendor shall and must deliver the system in full compliance with the specifications outlined in this document. Specific obligations include:

1. Adherence to all technical and environmental specifications detailed herein.
2. Delivery of a fully functional and scalable system that meets the operational and strategic objectives of MELSS and SLID.
3. Implement robust testing protocols to ensure all components function as intended.
4. Provision of detailed documentation and training for system users and administrators.
5. Assurance of 99.9% system uptime by leveraging redundant internet connections and failover mechanisms.

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6. Maintenance and support services, including regular updates and prompt resolution of issues.
7. Compliance with the Government of Sierra Leone's Enterprise Architecture Framework, Digital Service Standards and Compliance Guidelines, system development, and security best practices.

Failure to meet these obligations will result in penalties as outlined in the contract agreement.

Compliance and Best Practices:

1. Compliance with Local Data Laws:
 - Ensure all data processing and storage are conducted within Sierra Leone's legal framework.
2. Scalability and Sustainability:
 - Design a system accommodating future growth without significant redesign.
3. Cost Efficiency:
 - Balance quality with affordability through reliable yet cost-effective solutions.

Conclusion:

This document provides a comprehensive overview of the hardware and software specifications for the Unified E-Resident and Work Permit System. Integrating secure, scalable, and efficient components ensures that the system meets the operational and strategic objectives of MELSS and SLID.

Maintaining compliance with local data laws, Digital Service Standards, and Compliance Guidelines will deliver a secure, cost-effective, and scalable solution that meets current and future demands and facilitates a fully digitalized process for resident and work permit applications.

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9. SIGNATORIES

For the Government of Sierra Leone

Ministry of Employment, Labour, and Social Security

SIGNATURE:  Date: 12/1/21

NAME: Mohamed Kabbah Swang

ADDRESS: 1 Swang Avenue, Freetown

OCCUPATION: Minister of Employment, Labour and Social Security

Ministry of Internal Affairs through the Sierra Leone Immigration Department

SIGNATURE:  Date: 12/02/25

NAME: Morie Lagnor

ADDRESS: Ministry of Internal Affairs, 14 Gloucester Street, Freetown

OCCUPATION: Minister

In the presence of the Office of the Attorney General and Minister of Justice

SIGNATURE:  Date: 12/02/2025

NAME: Alhaja Sesay

ADDRESS: Guma Building, Laminata Sanikott St. R/F

OCCUPATION: MINISTER (Attorney General & Minister of Justice)

12/1/25
MM
A.S.

For Constrat Systems Ltd

SIGNATURE:  Date 12/02/2025

NAME: Tarek M. Hassane

ADDRESS: Winy Harman Road, 28 NCRH BLDG

OCCUPATION: Managing Director


In the Presence of

SIGNATURE:  Date 12/02/25

NAME: Alhaji Fallow

ADDRESS: #1 Habib Drive Suba

OCCUPATION: Business

 12/2/25
ML
A.S