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**PROTOCOL OF AGREEMENT
BETWEEN
THE REPUBLIC OF SIERRA LEONE
AND
THE AFRICAN DEVELOPMENT BANK AND
THE AFRICAN DEVELOPMENT FUND
(ON BEHALF OF THE FRAGILE STATE FACILITY)
(MATOTOKA – SEFADU ROAD REHABILITATION
PROJECT, SECTION I: MATOTOKA - YIYE)**

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**(MATOTOKA – SEFADU ROAD REHABILITATION
PROJECT, SECTION I: MATOTOKA - YIYE)**

**PROJECT ID No. : P-SL-DB0-005
GRANT No. : 5900155002903**

This Protocol of Agreement (hereinafter referred to as the "Agreement") is entered into this 30TH day of APRIL 2012, between the REPUBLIC OF SIERRA LEONE (hereinafter referred to as the "Recipient") on the one hand and the AFRICAN DEVELOPMENT BANK (hereinafter referred to as the "Bank") and THE AFRICAN DEVELOPMENT FUND (collectively, with the Bank hereinafter referred to as the "Fund") on behalf of the FRAGILE STATES FACILITY (hereinafter referred to as the "FSF") on the other hand.

1. WHEREAS the Recipient has requested the Fund, on behalf of the FSF, to support the implementation of the Matotoka – Sefadu Road Rehabilitation Project, Section I: Matotoka - Yiye (hereinafter referred to as "the Project") by extending a Grant to the Recipient in the amount specified hereunder;

2. WHEREAS the Project is being co-financed by the OPEC Fund for International Development ("OFID");

3. WHEREAS the Grant will be provided by the FSF, which was established as an autonomous entity specifically to provide assistance to fragile states;

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

5. WHEREAS the Recipient qualifies for supplemental grant financing from FSF and the Grant shall be for the purpose of financing part of the foreign currency cost and part of the local currency cost of the Project;

6. WHEREAS Sierra Leone Roads Authority (hereinafter referred to as "SLRA") shall be the Executing Agency for the Project;

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

NOW THEREFORE, the parties hereto hereby agree as follows: