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**ADDENDUM No.1 TO THE CARGO TRACKING NOTE SYSTEM CONTRACT
AGREEMENT (27TH NOVEMBER 2014)**

DATED 20TH SEPTEMBER 2017

BY AND AMONG

**SIERRA LEONE PORTS AUTHORITY
(SLPA)**

- AND -

**THE GOVERNMENT OF SIERRA LEONE, REPRESENTED BY THE MINISTRY
OF TRANSPORT AND AVIATION
(THE "GOSL")**

-AND-

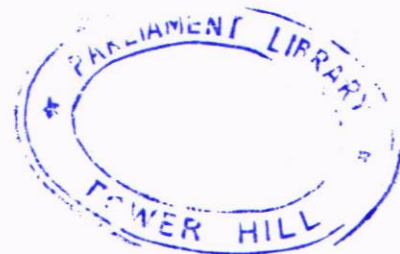
**NATIONAL COMMISSION FOR PRIVATISATION
("NCP")**

-AND-

**GLOBAL TRACKING AND MARITIME SOLUTIONS HOLDINGS (GTMS
HOLDINGS) (THE "SPONSOR")**

-AND-

**TRANSPORT AND PORTS MANAGEMENT SYSTEMS, WEST
AFRICA, SIERRA LEONE- (TPMS, WA-SL)
(THE "CONTRACTOR")**



AK



THIS ADDENDUM NO. 1 TO THE CARGO TRACKING NOTES SYSTEM CONTRACT AGREEMENT
is made on the 20th of September in the Year Two Thousand and Seventeen;

BETWEEN

THE SIERRA LEONE PORTS AUTHORITY, a statutory corporation duly established in accordance with the Provisions of the Ports Authority Act No. 54, 1964, with its Head Office at the Queen Elizabeth II Quay, at Cline Town, Freetown in the Western Area of the Republic of Sierra Leone, (hereinafter referred to as "**SLPA**") which expression shall where the context so admits include its successors-in-title and assigns;

AND

THE GOVERNMENT OF SIERRA LEONE, Represented by **THE MINISTRY OF TRANSPORT AND AVIATION** established by the President of the Republic of Sierra Leone in accordance with the Constitution of Sierra Leone Act No.6 of 1991, whose office is situated at Youyi Building, Brookfields, Freetown, aforesaid (hereinafter referred to as "**GoSL**") which expression shall where the context so admits include its successors-in-title and assigns;

AND

NATIONAL COMMISSION FOR PRIVATISATION, an agency of the Government of Sierra Leone established under the National Commission for Privatisation Act No.12 of 2002, whose office is situated at Lotto House, OAU Drive, Tower Hill, Freetown, aforesaid (hereinafter referred to as "**NCP**") which expression shall where the context so admits include its successors-in-title and assigns; all of the one part;

AND

GLOBAL TRACKING AND MARITIME SOLUTIONS HOLDINGS (GTMS HOLDINGS) (hereinafter referred to as *the Sponsor*) whose registered office is situated at 27 Old Gloucester Street, London WC1N 3AX as by Court Order (MISC.APP.023/15 2015 B NO 023) dated 23rd day of May 2017 replacing **ASSOCIATED TRANSPORT AND PORTS MANAGEMENT SYSTEM (ATPMS)**, a private company whose registered office is situated at Noorderlaan 117 2018 Antwerpen, Belgium (hereinafter referred to as "*the previous Sponsor*")

AND

TRANSPORT AND PORTS MANAGEMENT SYSTEM, WEST AFRICA, SIERRA LEONE (TPMS,WA-SL), a private company duly incorporated under the Laws of Sierra Leone and having its registered office at 3 Earl Street, Freetown, aforesaid (hereinafter referred to as "*the Contractor*"); of the other part.

The SLPA and the Contractor and their respective successors and permitted assigns are hereafter referred to individually as a "**Party**" and together, as the "**Parties**";

AB K *[Signature]*



GoSL /NCP and their respective permitted assigns are hereinafter referred to individually as a "Confirming Party" and together, as the "Confirming Parties".

WHEREAS:

The Parties, the Confirming Parties and the Sponsor are parties to the Cargo Tracking Note System Agreement entered into on November 27, 2014, in relation to the cargo Tracking Note System at the Ports of Sierra Leone appertaining to the SLPA at Queen Elizabeth II Quay, Freetown, (Sierra Leone) hereinafter referred to as the "CTN Systems/License Agreement or CTN Systems Contract Agreement"

As a result of the Government of Sierra Leone's desire to promote investment and private sector participation consistent amongst others, and with a view to improving the efficiency and cost effectiveness of SLPA, GoSL has undertaken a privatisation exercise through the NCP in respect of the non-core activities of SLPA, one of these being the services to be provided by the Contractor;

In order to bring the CTN System Contract in conformity with prescriptions of the parliamentary letter of ratification, certain clauses/articles in the agreement has to be amended;

The Parties, the Confirming Parties and the Sponsor have consented to review the CTN Systems Licence Agreement in line with Article 2.3 of the CTN Systems License Agreement and agrees to waive 2 (a) and consent to review earlier (in 2017) to amend inter alia (i) clarify the conditions dealing with Change of Law and Dispute Resolution(ii) amend the provisions relating to revenue sharing & Payment Terms (iii) changes in Law, (iv)Termination,(v) insert clauses to address compensation in the event of default

The Parties, the Confirming Parties and the Sponsor have therefore decided to enter into this addendum to the CTN System Contract Agreement (the "First Addendum") to reflect the changes mentioned above.

Whereas, the Parties, the Confirming parties, and Sponsor hereby acknowledges that the Sponsor Global Tracking and Maritime Solution Holdings (GTMS) has replaced the previous sponsor " Associated Transport and Ports Management (ATPMS)" as ordered in the Court Order dated (MISC.APP.023/15 2015 B NO 023) dated the 23rd day of May 2017 which is hereto attached as Appendix 'A'

Whereas the Sponsor (GTMS) hereby accepts and agree to all the terms and conditions embedded in the Cargo Tracking Note Systems Agreement dated 27th November 2014 and all the Appendices of the said Agreement

NOW, THEREFORE, in consideration of the mutual promises and agreements of the Parties herein expressed, as well as other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties, the Confirming Parties and the Sponsor legally bound hereby, agree as follows:

ARTICLE 1 – DEFINITIONS

1.1. The following definitions are hereby inserted in Article 1.1 of the CTN Systems/ License Agreement as follows:

"Day" means calendar day

"Default" means failure to comply with obligations under this contract

