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228

ARTICLES OF AGREEMENT

BETWEEN

THE GOVERNMENT OF SIERRA LEONE.
[REPRESENTED BY ITS MINISTRY OF TRADE AND INDUSTRY]

AND

SIERRA INSPECTION COMPANY LIMITED

April 2012

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TOWER HILL FREETOWN



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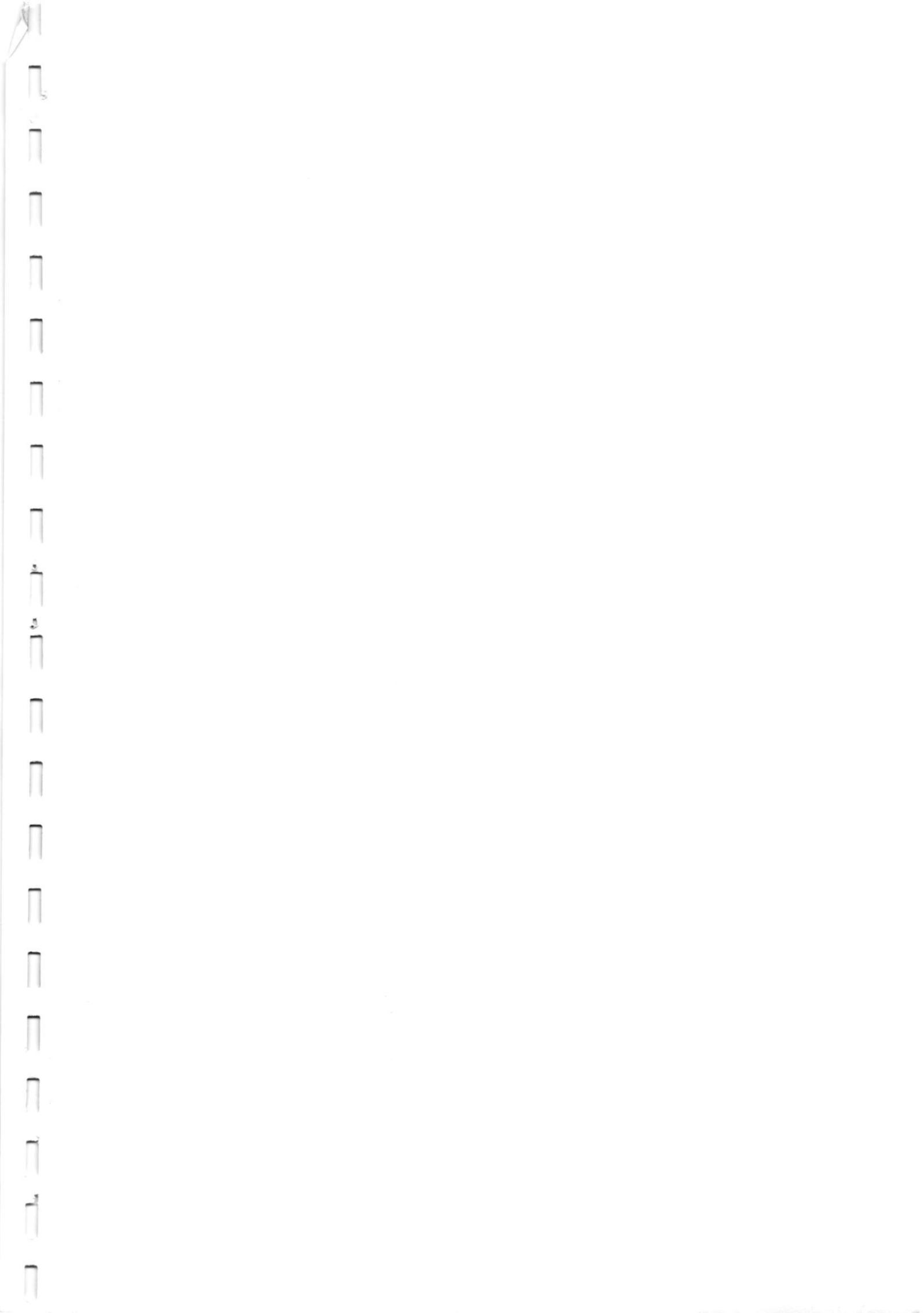
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THIS AGREEMENT is made the Day of.....
2012

BETWEEN

The Government of the Republic of Sierra Leone acting by and through its **Ministry of Trade and Industry** [herein after referred to as "the GOVERNMENT" of the one part

AND

SIERRA INSPECTION COMPANY LIMITED, a Company incorporated under the laws of Sierra Leone with its registered office at 44 Pademba Road, Freetown, Sierra Leone [Herein after referred to as **SIC** of the other part.

WHEREAS the GOVERNMENT intends to achieve the objective of the Sierra Leone Trade and investment Gateway Programme which is to attract a critical mass of export-oriented investors to Sierra Leone. In order to accelerate export-led growth, as well as to facilitate trade through modern, efficient and rapid verification of all imported goods on arrival in Sierra Leone.

AND WHEREAS the GOVERNMENT, seeking further to eliminate opportunities for fraud, fiscal evasion and price discrimination, by identifying and deterring over-invoicing and under-valuation and tariff code mis-declarations, intends that price verification and assessment of Customs valuation and classification of imported goods by undertaken prior to their clearance in Sierra Leone.

AND WHEREAS the GOVERNMENT agrees to appoint **SIERRA INSPECTION COMPANY LTD [SIC]** to perform the services described in this Agreement at the **AIRPORT AND LAND BORDERS OF SIERRA LEONE** and **SIC** accepts the appointment to provide such services for the benefit of the GOVERNMENT.

AND WHEREAS collectively, both the GOVERNMENT OF SIERRA LEONE and SIERRA INSPECTION COMPANY LTD are known as "the Parties".

NOW THEREFORE in consideration of the agreements and undertakings set out in this Agreement and other good and valuable considerations the sufficiency of which is hereby acknowledged, the Parties intending to be legally bound, have granted the rights and accepted the obligations set out below:



Article 1

DEFINITION OF TERMS

In this Agreement, except as otherwise provided, the following terms shall have the meanings hereby assigned to them:

- AGREEMENT** - means this entire Agreement including
- ANNEXES** - 1, 11, 111 AND IV attached hereto, which form an integral and binding part and parcel of the Agreement
- BOE** - means Bill of Entry
- CEPS** - means the Customs, Excise and Prevention Service of the Republic of Sierra Leone.
- COMMENCEMENT DATE** - The commencement date shall be the date on which the actual operations will begin
- COUNTRY** - means the Republic of Sierra Leone
- CRMS** - means a computer model under the name of Computerized Risk Management System, developed, implemented and kept up to date by SIC for the evaluation of the degree of risk of revenue evasion, mis- classification, contraband goods and risks involving health and safety, associated with each consignment.
- DUMPING** - For the purpose of this agreement, a product is to be considered as being dumped if it is introduced into the commerce of Sierra Leone at less than its home consumption price of exporting country or, in the absence of a domestic price available from the exporting country if the product price is less than the cost of production in the country of origin plus a reasonable addition for profit, selling and any other costs.
- DEFECTIVE DATE** - Means the date on which this Agreement is signed by both Parties hereto, as stipulated in Article 19.1.
- FCL** - Means a full container load of goods



FINAL INVOICE

- Means the Commercial Invoice issued by the seller to the Importer for goods/services supplied.

FCVR

- Means the Final Classification and Valuation Report, which is a report issued by the SIC and transmitted to CEPS containing all the elements necessary for the assessment of the customs value and tariff classification of an import transaction by CEPS.

GIATT

- Means General Agreement on Tariff and Trade import consignment and resulting from the application of the CRMS.

IMPORTER

- Means a buyer of record of imported goods and shall include the Government where it imports goods into the country which is covered by the Services.

IMPORT DOCUMENT

- Means pro-forma invoice and all cases, final invoice and whenever relevant copy of contract, technical specifications and all other documents which is part of the purchase order.

MTI

- Means the Ministry of Trade and Industry of the Republic of Sierra Leone.

NON-INTRUSIVE CARGO VS

- Means a Non-intrusive Cargo Verification System, being a system designed for the examination of goods in container.

NOTICE TO IMPORTERS

- Means the legal document issued by the GOVERNMENT necessary to inform importers of the proceeds and obligations related to the Services and referred to in Article 7.1'

OFFENCE

- Means an offence subject to criminal prosecution resulting in a fine or imprisonment or both.

PHYSICAL VERIFICATION

- Means the verification of goods through physical examination of goods in Sierra Leone.



PUBLICATION

- Means publication in Sierra Leone in the Commercial and Industrial Bulletin and includes publication in the newspapers and other media of public information.

SELLER

- Means the seller of record of goods and includes suppliers of goods.

SERVICES

- Means all the activities, duties and obligations agreed upon between the GOVERNMENT AND SIC and to be performed by SIC under the terms and Agreement specified in Article 4 of this Agreement.

TARIFF CODE

- Means the Customs tariffs code application in Sierra Leone.

TPD

- Means a computerized database of transaction prices under the name of Transaction Price Database developed, implemented and kept up-to-date by SIC and used in comparison with the price of imports into Sierra Leone.

MDAs

- Ministries, Departments and Agencies

BLPA

- Sierra Leone Ports Authority

WTO

- Means the World Trade Organization.

BIC

- SIERRA INSPECTION COMPANY LIMITED



Article 2

APPOINTMENT

The GOVERNMENT hereby appoints and constitutes SIERRA INSPECTION COMPANY LTD and accepts the appointment to carry out these services herein on the terms and under the conditions stated in this Agreement.

Article 3

IMPORT TRANSACTIONS SUBJECT TO THE SERVICES

3.1 Specified transactions for the importation of goods into Sierra Leone shall be subject to the services, except where specifically exempted as per Annex 1 of this Agreement or extended by the GOVERNMENT by legislative instrument or in emergency situations by Notice to Importers or in writing to the Commissioner of CEPS, as appropriate.

Article 4

SERVICES TO BE PROVIDED BY SIC

SIERRA INSPECTION COMPANY LTD shall perform the following services:

4.1 Computerized Risk Management System

4.1.1 SIERRA INSPECTION COMPANY LTD shall develop, implement and keep up-to-date a Computerized Risk Management System [CRMS] which will be used by SIC and CEPS for the verification of such imports as shall be allocated to them.

4.2 Transaction Price Database

4.2.1 SIERRA INSPECTION COMPANY LTD shall develop, implement and keep up-to-date a Transaction Price Database [TPD] on prices of all imports into Sierra Leone which will be used by the SIC and CEPS for the customs valuation of imports.

4.2.2 SIERRA INSPECTION COMPANY LTD shall verify its allocated import transaction for price, customs value and classification before clearance and shall, on the basis of results of the CRMS, identify which transaction must be physically inspected on arrival in Sierra Leone.



4.2.3 SIERRA INSPECTION COMPANY LTD shall report, on a Final Classification and Valuation Report [FCVR] for each consignment imported, in accordance with the WTO Agreement on Pre-shipment Inspection and the GATT/WTO Agreement on Customs Valuation [ACV] information concerning the transaction values, and where applicable:

- The basis for having reasonable doubts about the truth or accuracy of the declared value;
- Comparative transaction values for identical or similar goods;
- Where relevant and upon request by CEPS, information relating to the deductive, computed or fall-back valuation methods.

4.2.4 SIERRA INSPECTION COMPANY LTD shall include on the FCVR:

- a) The appropriate Customs classification on the goods under the Tariff Codes;
- b) The related tariff rates for import duties and other taxes;
- c) The import duty and taxes payable on each consignment in order to assist CEPS in the assessment and collection of import duties and taxes.

This shall be done for all consignment, whether physically verified or not.

4.3 Training and Transfer of Know-How

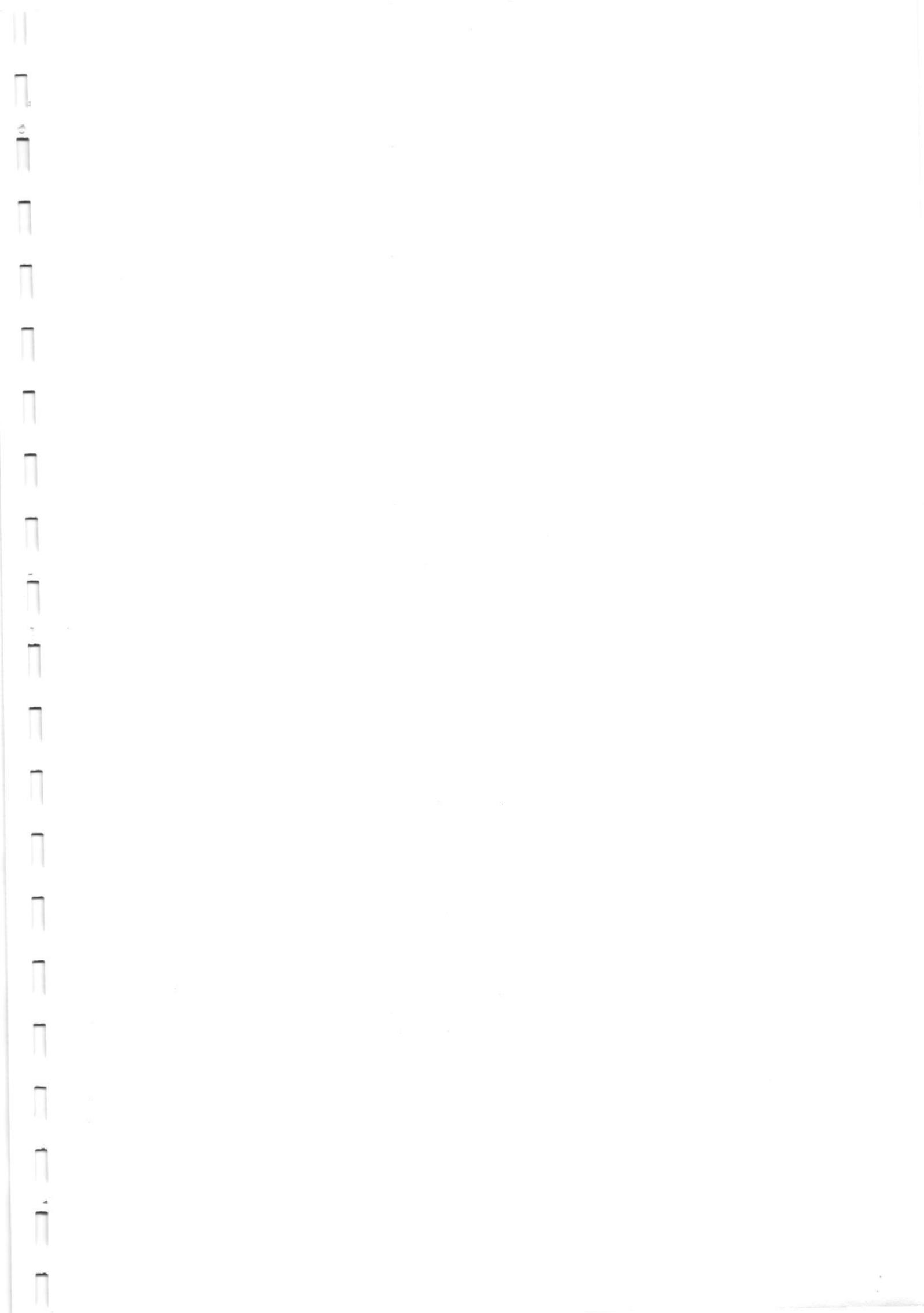
4.3.1 SIERRA INSPECTION COMPANY LTD shall ensure adequate training of its staff and management and provide training and support to CEPS in the areas of computerized risk management and the use of transaction price database, when requested by Government in order to achieve a proper transfer of know-how.

4.3.2 In fulfillment of its obligation of training and transfer of know-how, SIC shall provide two [2] training programme overseas each year, to be composed of two courses, for a total of five [5] CEPS and other Sierra Leonean officials. The training shall be in the areas of computerized Risk Management System [CRMS], Transaction Price Data and other areas of inspection, and shall be for a period of four weeks.

4.3.3 All expenses relating to any such training shall be fully borne by **SIERRA INSPECTION COMPANY LTD**

4.3.4 Every year SIC shall have a minimum of five [5] CEPS official on attachment at their offices in Sierra Leone to be trained in Computerized Risk Management and the use of the Transaction Price Database.

4.3.5 SIERRA INSPECTION COMPANY LTD shall organize local seminars twice [2] a year on Destination Inspection for Sierra Leonean Importers.



Article 5

INSPECTION OF HIGH RISK GOODS

- 5.1** After SIC has classified goods as high risk by the CRM, such goods shall be subject to physical inspection by the appropriate authority on arrival in Sierra Leone. All other consignments shall be physically examined by CEPS and SIERRA INSPECTION COMPANY LTD where necessary with the exception of consignment classified as low risk, which may be cleared through the Green Channel without physical inspection.
- 5.2** In all cases the physical inspection and examination results identified by the appropriate authority in accordance with provision of clause 5.1 above by CEPS shall be reported to **SIC** and in a timely manner for the purpose of keeping the CRMS database accurate and up-to-date.

Article 6

OBLIGATIONS OF SIC

- 6.1** **SIERRA INSPECTION COMPANY LTD** shall report to the Government Instance[s] where it has any information or suspect that an imported item[s] is being dumped on the Sierra Leonean market.
- 6.2** Where the **SIC** has to verify used goods, due to the nature of such goods their valuation **can only be approximate?**
- 6.3** In the performance of its obligations, **SIC** shall comply with Sierra Leone's import laws and regulations in respect of licensing, prohibitions, quotas, packaging, labelling, health, safety, technical standards and environmental standards.

6.4. RECONCILIATION

- 6.4.1** **SIERRA INSPECTION COMPANY LTD** shall perform a monthly reconciliation of revenues collected by the Government with the FCVRs issued by **SIC** and the manifests and Bills of Entries processed by CEPS. **SIC** shall maintain accounting, time and other records hereunder, which shall always be opened to the GOVERNMENT for inspection as and when required upon issuing a day's notice.



6.5 CO-ORDINATION WITH GOVERNMENT AGENCIES

6.5.1 SIERRA INSPECTION COMPANY LTD shall co-operate with MTI, SLPA and Customs Department of the National Revenue Authority respectively, in the design of cargo handling procedures for the Airport and Land Borders of Sierra Leone with the object/purpose of ensuring the most efficient flow of cargoes through the Non-intrusive Cargo Verification System.

6.6 REPORTING BY SIC

- I** For each transaction verified for customs value, classification and price, **SIC** shall issue an FCVR to CEPS and the importers summarizing its findings.
- II** **SIC** shall submit to the Government regular reports as follows:
 - a) On a daily basis, data on FCVRs, issues the previous working day shall be sent to CEPS, by electronic data transfer.
 - b) On a monthly basis, reports will be submitted to the Government, summarizing the activities of **SIC** under this Agreement for the previous month.
 - c) On a 6 - month basis, report summarizing the activities of **SIC** under this Agreement will be submitted to the Government.
 - d) On a 12 months or annual basis, reports summarizing the activities of **SIC** under this Agreement will be submitted to Government.

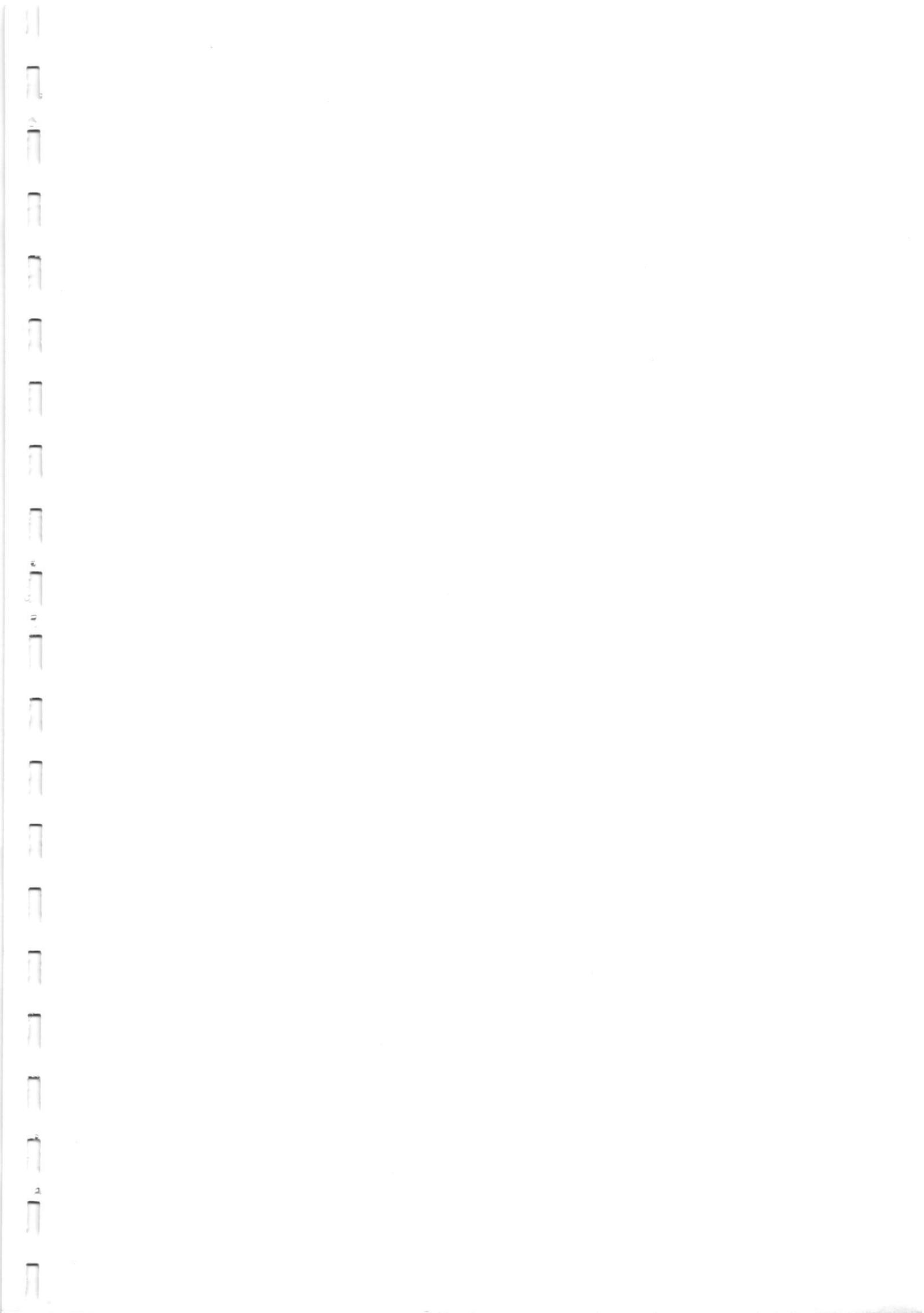
Article 6.7: NON - SUBLETTING PROVISION

In the performance of its obligations under this Agreement, **SIC** shall not subcontract any of its services relating to the development and keeping up-to-date of the computerized risk management system [CRMS] and the valuation support system unless permitted in writing by the GOVERNMENT.

Article 7

OBLIGATIONS OF THE GOVERNMENT

- 7.1** The GOVERNMENT shall apply the laws of Sierra Leone set out in the investment promotion Act 2004, among other related statutes to **SIC** particularly with regard to guarantees against expropriation and exemption from import duties VAT and any other taxes where applicable.
- 7.2** THE GOVERNMENT shall issue all necessary laws, legal notices, and any other similar regulations whenever necessary, and shall promptly notify



SIC of all amendments and changes thereto, so as to enable SIC perform the services.

7.3 THE GOVERNMENT shall take all necessary measures to facilitate the prompt and effective implementation of the services by SIC.

7.4 Any modification or amendment to this Agreement shall be made by mutual consent of the parties in writing.

7.5 The GOVERNMENT shall, subject to the laws and regulations in force in Sierra Leone ensure that SIC is granted all licenses necessary for the operation of SIC 'S office as well as immigration and work permits for any of its expatriate staff.

7.6 THE GOVERNMENT shall ensure that the various Government Agencies and any other bodies appointed to perform services related to the Service defined herein shall co-operate with SIC and with each other to ensure the timely and effective implementation of the Services.

Article 8

IMPLEMENTATION MECHANISMS BY SIC

8.1 SIC shall establish and maintain an adequately staffed office in Sierra Leone which shall, inter alia:

- a) Compose of Twelve [12] expatriate staff to support the management of SIC Operation
- b) Liaise with the GOVERNMENT, [Represented by the Ministry of Trade and Industry] CEPS, SLPA and other Governmental Agencies and entities directly involved in the administration or enforcement of the GOVERNMENT'S trade rules, regulations and legislation, and
- c) Provide administrative and support services in relation to the Services to the rendered under this Agreement.

8.2 SIC will advice the GOVERNMENT [Represented by the Ministry of Trade and Industry] of any necessary changes to be made to the notice to importers in a timely manner.



Article 9

IMPLEMENTATION BY THE GOVERNMENT

9.1 THE GOVERNMENT will consult with SIC prior to publishing any Notice to Importers, or any subsequent changes thereto, which would alter in any respect the operation of the Services as specified in this Agreement.

Article 10

FEES PAYABLE TO SIC

- 10.1 In consideration of the Services to be rendered by SIC in accordance with the provision of Article 4 of this Agreement, the GOVERNMENT shall pay SIC from the 6th August 2012, a fee equivalent to ...0.80%... Leones equivalent of the United States of America Dollars final assessed CIF value of all imports into Sierra Leone and subject to the services including high risk imports. Fees are net of withholding tax.
- 10.2 The GOVERNMENT undertakes that all fees due to SIC shall be paid in accordance with Article 11 [1] of this Agreement and within thirty [30] days of submission of such invoices to the Ministry of Trade and Industry.
- 10.3 SIC shall be liable to pay taxes in accordance with the Laws of Sierra Leone unless exempted under this Agreement.
- 10.4 Payment to SIC shall be due and effectual whether or not the goods have been cleared through the customs process once the DI process has been completed and an FCVR issued.
- 10.5 For the Destination Inspection Services performed by SIC as set out in Article 4 above, the importer into Sierra Leone shall pay SIC a DI fee of 0.80% of the verified CIF Value of the import consignment into the Escrow Account to be established as per Article 11 of this Agreement.
- 10.6 Any and all payments shall be made free and clear of, and without withholding or deductions for, or on account of, any and all present or future taxes, levies, imposts, stamp duties, charges or withholdings and all liabilities with respect thereto whatsoever nature or kind [collectively referred to as "Taxes"]. If a Government Agent shall be required to withhold or deduct any Taxes from or in respect of any fee or other amount payable hereunder to SIC, such fee or amount payable shall be increased as may be necessary so that after making all required withholdings or deductions, SIC shall receive an amount equal to the fee



or amount it would have received had no such withholdings or deductions been made.

10.7 SIC may, and in accordance with the existing exchange regulations transfer abroad at any time any amount available in both its foreign and Leone accounts.

Article 11

METHOD OF PAYMENT

11.1 All fees payable to SIC for the service rendered under this Agreement shall be paid by the Bank of Sierra Leone within thirty [30] days of submission by SIC to the Ministry of Trade and Industry its invoices and the listing of the dutiable CIF value of the FCVRs issued together with the list of all FCVRS processed during the period for which the fees are being paid.

11.2 The Government and SIC shall be joint signatories of the Escrow Account from which payments shall be made to SIC.

11.3 The fees payable to SIC will be Thirty Percent [30%] of the invoice value in Leones and Seventy Percent [70%] of the invoice value in United States Dollars. SIC shall be responsible for any payments due in respect of Value Added Tax.

Article 12

RESPONSIBILITY AND LIABILITY OF SIC

12.1 SIC shall perform the Services under this Agreement with the care and diligence and to the satisfaction of the GOVERNMENT, and shall bring to bear upon each transaction the highest standard of professionalism, competence and expertise

12.2 Where SIC through proven negligence, issues an FCVR, with incorrect information with respect to its services thereby causing loss or damage to the GOVERNMENT, SIC shall be liable to indemnify the Government in full for any loss or damage sustained or suffered by the Government as a result of such negligence.

12.3 All information and data acquire or obtained by SIC in the course of and for the purpose of this Agreement shall be treated as confidential and shall not be divulged to any other person or entity without the prior written approval of the GOVERNMENT.



12.4 In the case of early termination of this Agreement by SIC in the absence of any default by the Government as defined in Article 18.3 of this Agreement, SIC shall indemnify the Government for all damages related to any other indirect loss of revenue resulting from such early termination.

12.5 The quantum of the loss as described shall be computed by an independent financial and auditing entity of international repute nominated by the International Chamber of Commerce [ICC] at the first written demand of either party to this Agreement.

12.6 SIC shall enter into a guarantee bond in the sum of US Dollars ...One Hundred Thousand \$100,000... [or its equivalent in Leones] from a reputable Commercial Bank effected through SIC to cover such liabilities that may arise from the proven negligence in the performance of its obligation under this Agreement, as determined under the dispute settlement provision of Article 14 of this Agreement. This guarantee bond may be enforced if, after a period of thirty [30] days, SIC fails to settle any such liabilities from its own resources. The guarantee bond shall be established before the Commencement Date of this Agreement and shall be renewed annually, and be construed in accordance with the laws of Sierra Leone.

12.7 SIC shall effect and maintain insurance in an adequate sum to be agreed with the Government, against any liabilities or claims which may be against SIC in respect of injury suffered by its employees, as a result of the provision of the services under this Agreement, and shall produce to the Government on demand copies of the policy and receipts for premiums.

Article 13

RESPONSIBILITIES AND LIABILITIES OF THE GOVERNMENT

13.1 In the case of early termination of this Agreement by the GOVERNMENT in the absence of any shortcomings by SIC as defined in Article 21.1 of this Agreement, the GOVERNMENT shall indemnify SIC for all and any direct loss or damage incurred in relation to the commitment by SIC any/by its affiliates and subsidiaries related to the performance of this Agreement including but not limited to:

- Dismantling and removing of the equipment and clearance of the land and its restoration to its status quo ante;
- Cancellation of all contractual commitments to all third parties including but not limited to: Contractors, sub-contractors, banks, insurance companies, consultants;
- Claims by personnel of SIC in accordance with the laws of Sierra Leone.



13.2 The quantum of the loss as described above shall be computed by an independent financial and auditing entity of international repute nominated by the international Chamber of Commerce [ICC] at the first written demand of either party to this Agreement.

Article 14

THE SINGLE WINDOW CONCEPT

The GOVERNMENT and SIC shall endeavour to develop the Single Window Concept as part of the implementation of the Agreement. This Trade Net messaging software allows End Users, Declarants, MDAs, etc. to exchange data to and from the system. It is composed of a fully integrated computerized infrastructure connected to the various parties interacting with customs in the process of importing and exporting consignments. Selected MDAs can be connected to the net: Minister of Finance, Bank of Sierra Leone, Statistics Sierra Leone, Sierra Leone Standards Bureau, Ministry of Trade and Industry, Sierra Leone Investment & Export Promotion Agency, Office of the President, etc. This system also integrates the Electronic Collection Use, and dissemination of International Trade data related to trade that crosses the borders.

Article 15

GOVERNING LAW AND DISPUTE SETTLEMENT

15.1 The provisions of this Agreement shall be governed by and construed in all respects in accordance with the laws of Sierra Leone.

15.2 Settlement of Appeals and Dispute between the Importers and SIC

15.2.1 Any appeal against an opinion of SIC as expressed in the FCVR, Gateway Lock or Gateway Pass and any dispute between an Importer and SIC which arises from the execution by SIC of this Agreement shall be settled amicably through mediation.

15.2.2 Any appeal against an opinion of SIC as expressed in the FCVR, Gateway Lock or Gateway pass which cannot be settled amicably shall be referred to CEPS for an opinion, failing which, it shall be referred to arbitration under the Arbitration Act, [CAP 38] of the Laws of Sierra Leone 1960. The Arbitrator shall be agreed upon by the parties and his/her decision shall be final and binding upon the Parties.

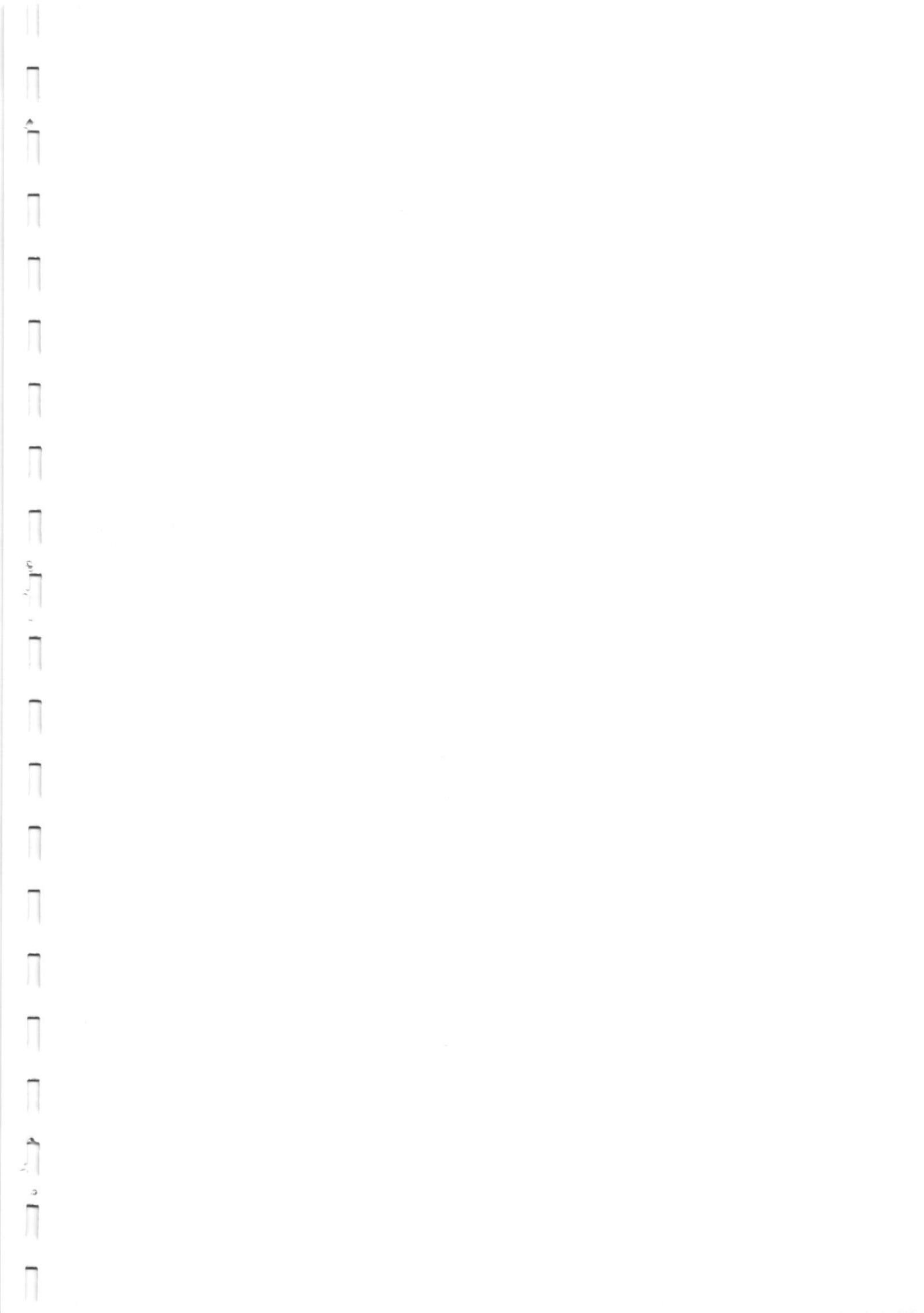
15.2.3 Any dispute brought by an importer against SIC in respect of damages due to alleged negligence of SIC in the performance of the services covered by this contract shall, if not settled amicably, be brought before the



relevant Sierra Leonean Court and be settled in accordance with the laws of Sierra Leone.

15.3 Settlement of Disputes between the Government and ALIC

- 15.3.1 Any dispute or difference between the GOVERNMENT and SIC arising out of, or in Connection with, or resulting from this Agreement, its application or interpretation shall, in the first instance, be settled amicably.
- 15.3.2 Where such dispute or difference cannot be settled it shall be settled definitely and conclusively in accordance with the Arbitration rules of the United Nations Commission on International trade Law (UNCITRAL rules) by a panel of three arbitrators.
- 15.3.3 The GOVERNMENT and SIC shall nominate their respective arbitrator within a period of twenty-one (21) days from the date when the notification of that arbitration is filed by the GOVERNMENT or SIC as the case may be. The two arbitrators so named shall within a period of thirty (30) days from the date of their nomination nominate a third arbitrator who will preside over the Arbitration panel.
- 15.3.4 If the GOVERNMENT or SIC fails to nominate its arbitrator or if the two arbitrators fail to agree on the choice of the third arbitrator within the period specified in the above clauses, the said arbitrator or arbitrators shall at the request of either party, be appointed in accordance with the UNCITRAL rules.
- 15.3.5 The arbitration shall take place in Sierra Leone and the proceedings shall be in the English language in accordance with the UNCITRAL rules. The arbitration panel shall settle any dispute using the laws of Sierra Leone.
- 15.3.6 The GOVERNMENT and SIC shall waive all Government and diplomatic immunities and hereby accept that any award or decision by the Arbitration panel shall be final and conclusive and binding on all parties.



Article 16

JURISDICTION

16.1 Jurisdiction: Except as provided in this Agreement, the Parties hereby consent to the jurisdiction of courts of the Republic of Sierra Leone in disputes arising under this Agreement, and agree further that service of process or notice in any such action, suit or proceeding shall be effective if in writing and delivered in person or delivered in accordance with the applicable rules of practice.

Article 17

FORCE MAJEURE

- 17.1** Neither Party shall be liable for any delay or failure in the performance of any it's respective obligation under this Agreement to the extent that such delay or failure is caused by an event of force majeure which shall mean any event or circumstances beyond the reasonable control of such party, including but not limited to a decree or act of restraint of any Government [excepting a decree or act of restraint of the Government of Sierra Leone acts of God, Strike, war, riot commotion, fire explosion, perils of the sea or air or embargo].
- 17.2** The affected party shall within thirty days of such event, give written notice to the other party, stating the cause of such inability and the efforts to remove such cause and remedy the consequences.

Article 18

TERMS OF AGREEMENT

- 18.1 Effective Date:** This Agreement shall come into effect on the date it is signed by both parties
- 18.2 Commencement Date:** The "Commencement Date" shall be the date, on which actual operation will begin.
- 18.3 Duration:** This Agreement shall remain in force for a period of ten [10] years from the commencement date and may be renewed for a further term of ten [10] years upon evaluation by the GOVERNMENT.



Article 19

ASSIGNMENT AND SUCCESSION

19.1 Transfer, assignment etc., Prohibited Unless Expressly Permitted: This Agreement, and the rights and obligations of the Parties hereunder, shall not be transferred, assigned or encumbered, in whole or in part, by any of the Parties herein without the prior written consent of the other party.

20.2 This Agreement shall be and remains binding on the parties herein, their successors and assigns.

Article 20

TERMINATION

20.1 Termination by the Government

The Government may terminate this Agreement by giving ninety days [90] notice thereof to SIC if any of the following events occur:

- a) If **SIC** becomes insolvent or bankrupt or enters into an Agreement with its Creditors for debt relief or goes into liquidation or receivership.
- b) If **SIC** is unable to perform any part of the Services for a period exceeding ninety [90] days after a written notice specifying the nature of the breach and requiring SIC to remedy the breach have been duly served on SIC, and provided that any such inability was not caused by any action or default by the GOVERNMENT.

20.2 Termination by SIC

SIC may terminate this Agreement by giving ninety [90] days notice thereof to the GOVERNMENT if any of the following events occur:

- a) If the GOVERNMENT fails to remedy a breach of a material obligation under this Agreement within a period of ninety [90] days after a written notice specifying the nature of the breach and requiring the GOVERNMENT to remedy such breach has been served on the GOVERNMENT.
- b) If **SIC** is prevented by the GOVERNMENT from performing any part of the Services for a period exceeding ninety [90] days.



Article 21

GENERAL PROVISIONS

21.1 Taxation of Employees of SIC

All salaries, remuneration and other benefits enjoyed in Sierra Leone by expatriate personnel of SIC employed in SIC Office shall be subject to tax under the laws in force in SIC , except where such personnel are from a country that has a double taxation Agreement with Government of Sierra Leone.

Article 22

NOTICES

22.1 Manner of Notice: Every notice required or contemplated by this Agreement shall be given in writing and;

- a) Delivered by hand, effective when received, or
- b) Sent by postage prepaid registered or certified airmail, effective on the date it is officially recorded as delivered by return receipt or equivalent or
- c) Sent by DHL or similar international courier, effective five days after delivery into the hands of the courier, or
- d) Sent by telex, effective when acknowledged by the answerback of the addressee's teléx machine,

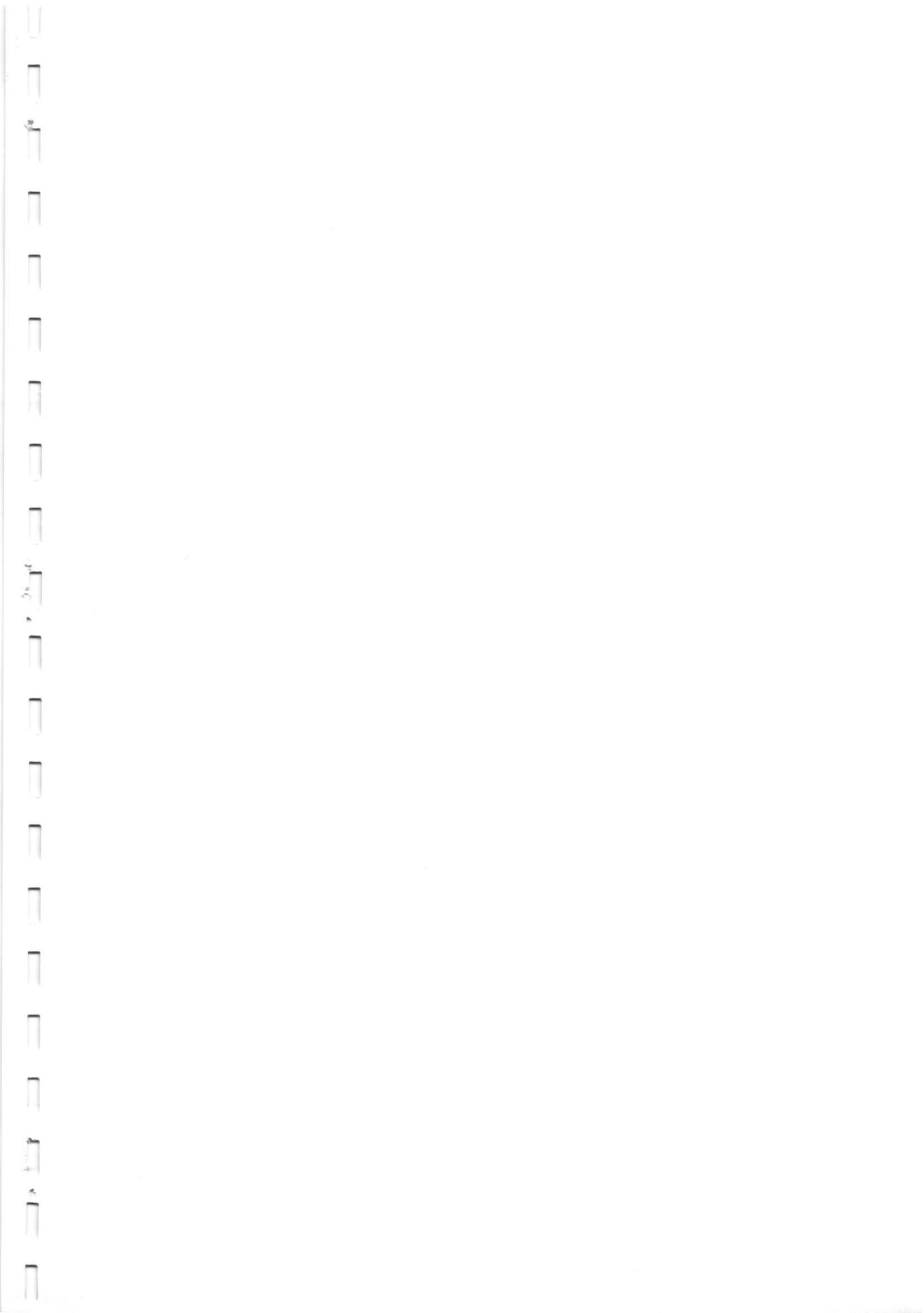
In each case addressed to the party to whom intended at the address specified or at such other address at the intended recipient previously shall have designated by written notice.

The addresses of the Parties for purposes of this Article are set forth in Schedule 1 annexed hereto.

Article 23

ENTIRE AGREEMENT

23.1 Entire Agreement of the Parties: This Agreement and any other agreements and writing dated the date hereof set forth the entire understanding between the Parties relating to the subject matter contained herein, and all prior discussions and writings between the Parties with respect thereto are superseded by this Agreement and any other agreements and writings dated the date hereof. This Agreement constitutes the whole agreement made between the Parties hereto and no variations thereof shall be effective unless made in accordance with this Agreement.



Article 24

MODIFICATION OF AGREEMENT

24.1 Amendments to be Unanimous and in Writing: No amendment of this Agreement shall be effective or binding on any Party unless set forth in writing and executed by the Parties hereto.

Article 25

SEVERABILITY

25.1 Severability; invalidity of Any Provision: The provisions of this Agreement shall be deemed to be severable, and the invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions thereof. Notwithstanding the foregoing the Parties shall thereupon, if deemed necessary, negotiate the foregoing in good faith in order to agree to the terms of a mutually satisfactory provision to be substituted for the provision so found to be invalid.

Article 26

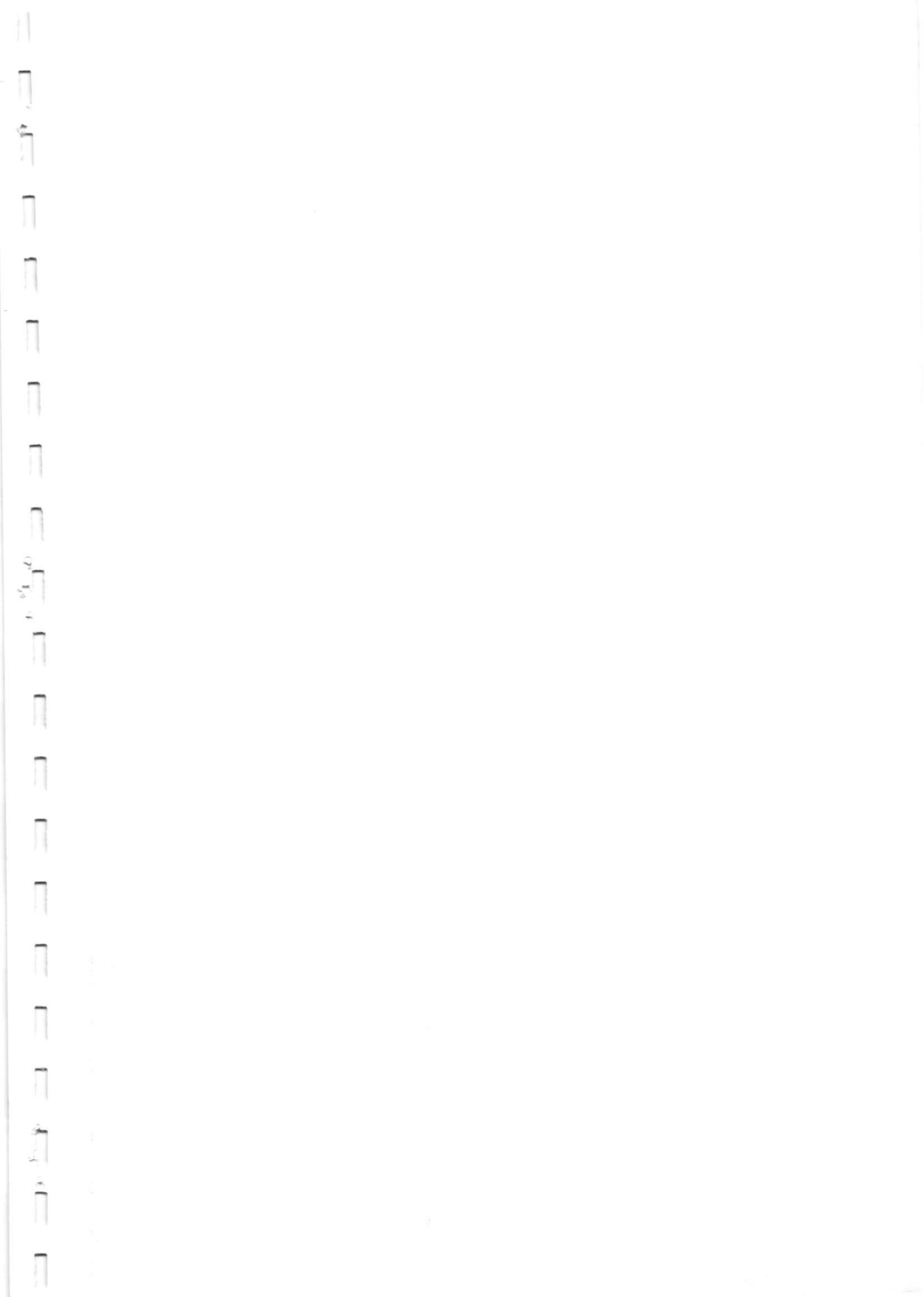
SURVIVAL OF OBLIGATIONS

26.1 Liabilities to Survive Termination: Notwithstanding any termination of this Agreement for any cause, a Party hereto shall not be released from any liability that at the time of the termination already shall have accrued to the Party or that thereafter may accrue to the Party in respect of any act or omission prior to the termination.

Article 27

FURTHER ASSURANCES

27.1 Action, Documents, Payments, Etc: Each of the Parties hereto and any transferee and their respective legal representative, at anytime and from time to time after the execution of this Agreement, upon the request of the other Party hereto, shall take such further action and execute, acknowledge and deliver such additional documents, instruments and other payments as may be necessary to carry out this Agreement.



ANNEX I

GOODS SPECIFICALLY EXEMPTED FROM THE SERVICES

- a) Personnel, household or removal articles including a motor vehicle
- b) Supplies for diplomatic missions and United Nations Organization not involving the provision of foreign exchange from Sierra Leone.
- c) Gold, precious stones, objects or art, explosive and pyrotechnic products, arms, ammunition, weapons and implements of wars imported by the Sierra Leone Armed Forces and the Sierra Leone Police Force, live animals, trade samples from the West Africa Sub - region or frozen fish caught by Sierra Leone owned vessels;
- d) Scrap metals;
- e) Goods imported by parcel post not exceeding US\$2,000.00
- f) Crude oil

ANNEX II

HIGH RISK GOODS

- 1. Food Items
- 2. Alcoholic and non alcoholic beverages
- 3. Pharmaceuticals

ANNEX III

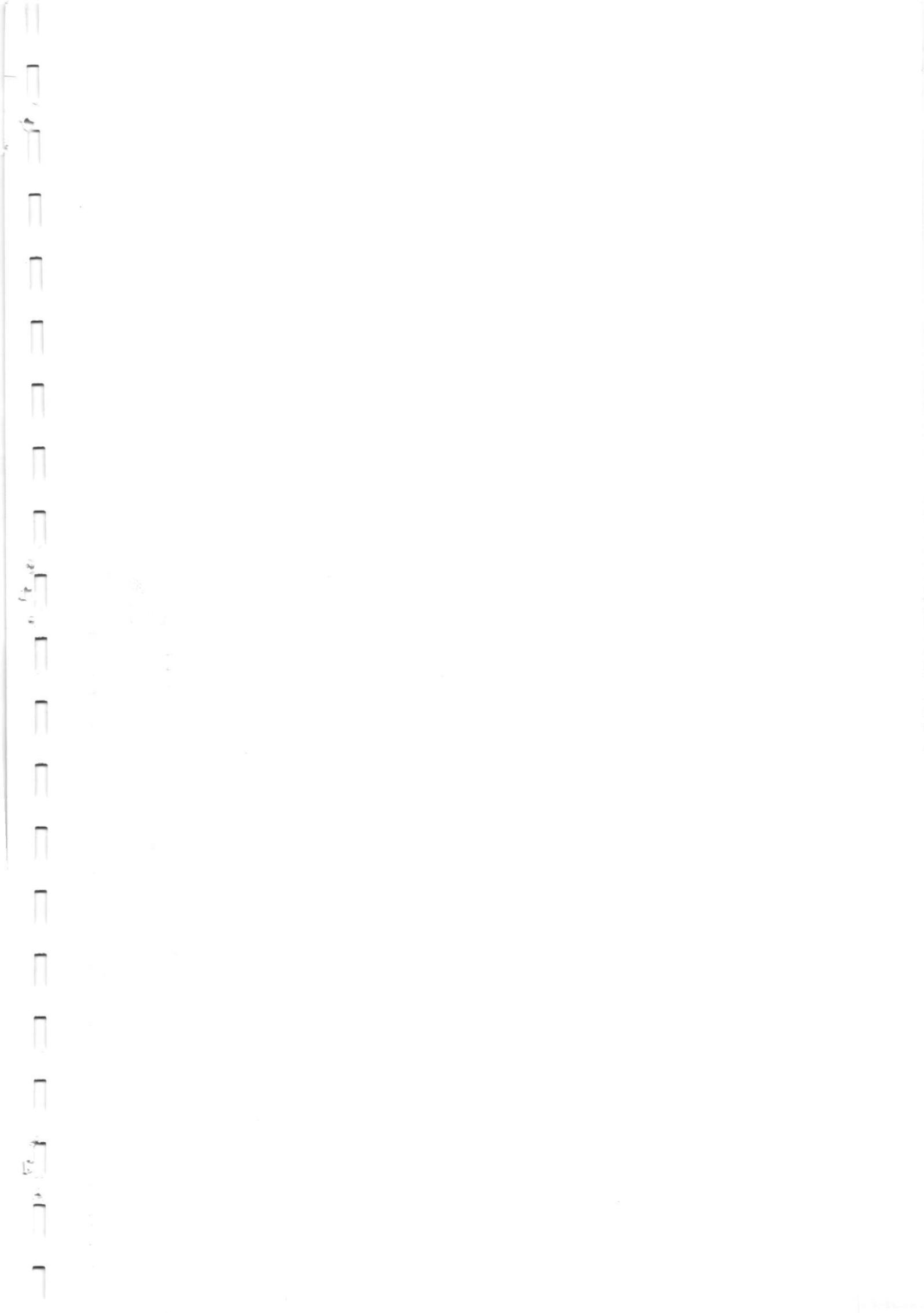
SCHEDULE OF ADDRESS OF PARTIES

1. SIC:

SIERRA INSPECTIONS COMPANY LIMITED
44 Pademba Road
Freetown
SIERRA LEONE

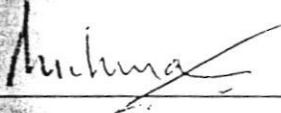
2.

MINISTRY OF TRADE AND INDUSTRY
6th Floor, Youyi Building, Brookfields
Freetown
SIERRA LEONE



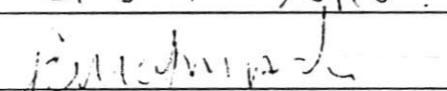
IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THEIR RESPECTIVE HANDS AND SEALS TO BE HEREUNTO AFFIXED THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED BY THE MINISTRY OF TRADE AND INDUSTRY ACTING FOR AND ON BEHALF OF THE GOVERNMENT OF SIERRA LEONE.



DR. RICHARD KONTEH
HON. MINISTER OF TRADE AND INDUSTRY

IN THE PRESENCE OF:

NAME: Sammah J. Njoku
ADDRESS: Ministry of Trade & Industry
OCCUPATION: Chief Secretary
SIGNATURE: 

SIGNED, SEALED AND DELIVERED BY THE WITHIN-NAMED COMPANY
SIERRA INSPECTION COMPANY LIMITED


MANAGING DIRECTOR

IN THE PRESENCE OF:

NAME: Leslie R. Cole
ADDRESS: 5 Fern Turner Drive, Goderich
OCCUPATION: Car Co Inspector
SIGNATURE: L.R. Cole

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