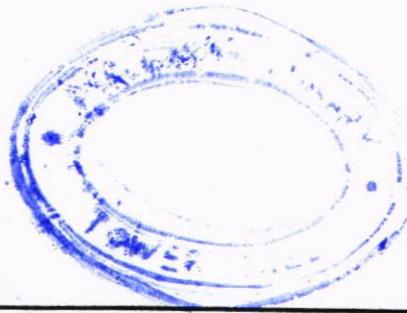


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GRANT NUMBER D4830-SL

Financing Agreement

(Integrated and Resilient Urban Mobility Project)

between

REPUBLIC OF SIERRA LEONE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER D4830-SL

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF SIERRA LEONE ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of assisting in financing the project described in Schedule 1 to this Agreement ("Project"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to thirty-six million one hundred thousand Special Drawing Rights (SDR 36,100,000) ("Grant"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are February 15 and August 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Recipient has recruited a Safeguard Specialist in Transport Infrastructure Development Unit (TIDU) with experience and terms of references satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its minister for Finance.

- 5.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Recipient's address is:

Ministry of Finance
Treasury Building, George Street
Freetown, Sierra Leone; and

- (b) the Recipient's Electronic Address is:

Facsimile: 232 22 229 060

- 5.03. For purposes of Section 11.01 of the General Conditions:

- (a) The Association's address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

(b) the Association's Electronic Address is:

Telex: 248423 (MCI) Facsimile: 1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF SIERRA LEONE

By

Authorized Representative

Name:

Title:

Date:

Jacob John Jeff

Minister

22/07/2019

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name:

Title:

Date:

PIERRE LARPORTE

COUNTRY DIRECTOR

JULY 22, 2019

SCHEDULE 1

Project Description

The objectives of the Project are to improve the quality of public transport, address climate resilience, improve road safety in Selected Areas and enhance institutional capacity in the transport sector.

The Project consists of the following parts:

Part 1. Modernization and Professionalization of Public Transport Services

1. Enhancing public transport in Western Area by introducing reliable, quality bus services along Selected Corridors, including: (a) establishment of a Bus Renewal Scheme involving private-sector operators in companies responsible for loan repayments; (b) provision of technical advisory services in supporting institutional reforms for: (i) strengthening the capacity of the Sierra Leone Road Transport Corporation to regulate public transport, and (ii) the private sector in the provision of formal, regulated transport service along Selected Corridors; (c) capacity building and training for transport operators and drivers on safe driving; and (d) establishment of ancillary facilities including, an integrated ticketing system, a bus management system, control center, a bus information system, construction of bus-stops, and terminal and depot facilities to promote the efficient use of the bus fleet.
2. Provision of technical advisory services for planning school bus services and designing the institutional framework for regulating, operating and maintaining school buses.
3. Provision of technical advisory services to plan and regulate technological solutions for freight and passenger transport including on-demand mobility services using apps and other technological solutions to facilitate easy access to facilities.
4. Developing a plan for the management of the Recipient's fleet of vehicles including collection of data and establishment of a data base on vehicle conditions, and establishment of the institutional arrangements for the operation and maintenance of the said vehicles.

Part 2. Strategic Resilient Mobility Investments

Implementing selected priority investments to improve access, resilience and road safety including: (a) rehabilitating key road sections to improve road conditions; (b) improving drainage capacity; (c) carrying out slope stability interventions; (d) providing traffic management, signalization, parking, and intersection improvements; (e) improving pedestrian infrastructure including pedestrian over-

pass; and (f) constructing off-street transit terminals and markets.

Part 3. Building Human Capital and Institutional Capacity

1. Strengthening the capacity of ministries, institutions and stakeholders including in the following areas, namely: (i) developing a long-term vision, strategic plan and administrative regulatory and operational framework for supporting effective management of the transport system; (ii) strengthening the capacity of the Urban Transport Unit; (iii) preparation of studies to update and support an Urban Mobility Plan, a prioritized investment plan and Parking Policy; (iv) operationalization of the Maximizing Financing for Development approach in the provision of transport infrastructure and services; (v) road safety; (vi) enhancement of the road safety database; and (vii) enhancement of climate resilience in the planning and management of transport infrastructure and services.
2. Strengthening the academic capacity of local universities including exchange programs with selected institutions abroad on transport.
3. Carrying out activities to empower women including: (i) conducting training for women to enhance their financial literacy and employment capacity; (ii) capacity building of government officials and the private sector in gender-based violence; and (iii) piloting solutions to mitigate the risk of gender-based violence.
4. Carrying out activities to promote citizen engagement including: (i) implementing a citizen engagement plan through the use of technology to obtain regular feedback about the Project; and (ii) conducting public relations/communication campaigns to inform stakeholders, school children and the public about road safety.

Part 4. Project Management

Supporting implementation, coordination and supervision of Project activities, including, *inter alia*, conducting financial audits, data collection, monitoring and evaluation, and financing of Operating Costs.

Part 5. Contingency Emergency Response

Provision of support to respond to an Eligible Emergency including: (a) designing and carrying out roads sector investments such as rehabilitation of damaged roads and structures; and (b) providing supervision for carrying out said rehabilitation work.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. *Ministry of Transport and Aviation*

The Recipient shall:

- (a) implement the Project through the Ministry of Transport and Aviation's (MoTA) TIDU with support from its Technical Support Group (TSG); and
- (b) maintain, at all times during the implementation of the Project, the TIDU and TSG, with functions, staffing and resources satisfactory to the Association for the purpose of ensuring overall coordination, implementation and communication of Project activities and results.

2. *Project Fiduciary Management Unit (PFMU)*

- (a) The Recipient shall maintain, at all times during the implementation of the Project, a Project Fiduciary Management Unit (PFMU) within the Ministry of Finance with functions, staffing and resources satisfactory to the Association.
- (b) Without limitation on the foregoing the PFMU shall be responsible for the procurement, financial management, and internal audit under the Project, including: (i) preparing and reviewing procurement plans and procuring of goods, works and consultants services to be financed out of the Financing in accordance with the provisions of this Agreement; (ii) maintaining a financial management system and preparing financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Project; (iii) having such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnishing the statements as so audited to the Recipient and the Association; (iv) preparing and submitting withdrawal application to the Association and operating the designated account for the Project; and (v) preparing Project Reports, all in accordance with the provisions of this Agreement and of the PIM.

3. *Project Steering Committee*

- (a) The Recipient shall maintain, at all times during the implementation of the Project, a Project Steering Committee (PSC) with a composition, mandate, and resources satisfactory to the Association.
- (b) Without limitation to sub-paragraph (a) above, the PSC shall be chaired by the Minister of MoTA or his/her designee and shall include representatives from MoTA, Freetown City Council (FCC); Sierra Leone Police (traffic division); Sierra Leone Road Safety Authority (SLRSA); Sierra Leone Road Transport Corporation (SLRTC); Sierra Leone Roads Authority (SLRA); Ministry of Works and Public Assets (MoWPA); Ministry of Lands; Country Planning and the Environment (MoLCPE); Ministry of Finance (MoF); or representatives of such other ministries, agencies and any other stakeholders that the Recipient may deem necessary.
- (c) Without limitation to sub-paragraph (a) above, the PSC with support from the TIDU and PFMU shall be responsible, among other things, for:
 - (i) providing strategic guidance to ensure implementation of the Project;
 - (ii) review annual work plans; (iii) review implementation progress;
 - (iv) address implementation challenges as they arise; and (v) ensure coordination of Project activities with the Recipient's overall program for the urban road sector, all in accordance with the provisions of this Agreement and of the PIM.

4. *Urban Transport Unit*

- (a) The Recipient shall not later than twenty-four (24) months from the Effectiveness Date establish and thereafter maintain throughout the implementation of the Project, a dedicated Urban Transport Unit (UTU) to address issues at the urban transport level in the MoTA.
- (b) Without limitation on the foregoing the UTU shall be responsible for:
 - (i) developing and/or implementing urban transport policies and strategies;
 - (ii) maintaining comprehensive knowledge on the urban transport sector;
 - (iii) defining performance and quality standards in assessing sector performance; (iv) monitoring performance and behavior; (v) data management; and (vi) coordinating all agencies in the sector.

B. Other Arrangements

1. *Project Implementation Manual (PIM)*

- (a) To facilitate efficient implementation of the Project, the Recipient shall through MoTA:
 - (i) carry out Parts 1-4 of the Project in accordance with the Project Implementation Manual.
 - (ii) ensure that the Project Implementation Manual is not amended, suspended, repealed or abrogated without the prior written approval of the Association.
- (b) In the event of any conflict between the provisions of the Project Implementation Manual and this Agreement, the provisions of this Agreement shall prevail.

2. *Procurement of Emergency Expenditures under Part 5 (Contingency for Disaster Risk Response) of the Project*

Notwithstanding any provision to the contrary in this Section, the Emergency Expenditures required under Part 5 of the Project shall be procured in accordance with the procurement methods and procedures to be set forth in the updated PIM.

3. *Annual Work Plan and Budget*

- (a) The Recipient shall prepare and furnish to the Association not later than November 30 of each Fiscal Year during the implementation of the Project, a work plan and budget containing all activities proposed to be included in the Project during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing.
- (b) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed work plan and budget and thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association ("Annual Work Plan and Budget").
- (c) The Recipient shall not make or allow to be made any material change to the approved Annual Work Plan and Budget without prior approval in writing by the Association.

C. Safeguards.

1. The Recipient shall ensure that the Project is carried out with due regard to appropriate health, safety, social, and environmental standards and practices, and in accordance with the Safeguards Instruments.
2. The Recipient shall take all measures to implement the Resettlement Action Plan in a manner and timeframe satisfactory to the Association. To this end, the Recipient shall ensure that:
 - (a) funds are made available to cover all the costs of implementing the Resettlement Action Plan;
 - (b) prior to carrying out activities which involve displacement, Affected Persons shall be compensated at full replacement cost, resettled and rehabilitated in accordance with the Resettlement Action Plan, as applicable; and
 - (c) the implementation, monitoring and evaluation of such Resettlement Action Plan is completed and reported in a manner satisfactory to the Association.
3. The Recipient shall ensure that the obligation to comply with the relevant Safeguard Instruments is incorporated: (a) in the contracts between Recipient and the relevant contractor[s] and any entity (including any engineer) supervising the Project's civil works; and (b) in the contracts between the relevant contractor[s] and the contractors' subcontractors.
4. The Recipient shall ensure that all the bidding documents and contracts include the obligation of the relevant contractors and subcontractors to: (i) adopt and implement measures to assess and manage the risks and impacts of labor influx; and (ii) adopt and enforce codes of conduct that should be provided to and signed by all workers; as applicable to such civil works commissioned or carried out pursuant to said contracts.
5. Except as the Association shall otherwise agree, the Recipient shall ensure that none of the provisions of the Safeguard Instruments is abrogated, amended, repealed, suspended or waived. In case of any inconsistencies between the provisions of any of the Safeguard Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.

D. Implementation Arrangements under Part 5 of the Project (Contingency for Disaster Risk Response)

1. In order to ensure the proper implementation of Part 5 of the Project after the occurrence of an Eligible Emergency, and prior to the carrying out of any activities under said Part of the Project, the Recipient shall take the following measures:
 - (a) determine that an Eligible Emergency has occurred, and the Association has agreed with said determination;
 - (b) furnish to the Association a list of proposed investments and a request to finance the Eligible Expenditures under Category (2) in order to respond to said Eligible Emergency;
 - (c) cause the Project Implementation Manual to be updated and adopted as needed, defining the scope of activities, implementation arrangements, procurement and disbursement arrangements under Part 5 of the Project; and
 - (d) prepare, disclose and consult or cause to be prepared, disclosed and consulted all Safeguards Instruments required for said activities, in accordance with the provisions of Section I.C of Schedule 2 to this Agreement; all under terms and in a manner satisfactory to the Association.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than one month after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to: (a) finance Eligible Expenditures; and (b) repay the Preparation Advance in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, and consulting services Training and Operating Costs for the Project	32,000,000	100%
(2) Emergency Expenditures under Part 5 of the Project	0	n/a
(3) Resettlement Compensation	1,444,000	100%
(4) Refund of Preparation Advance	722,000	Amount payable pursuant to Section 2.07 (a) of the General Conditions
(5) Unallocated	1,934,000	n/a
TOTAL AMOUNT	36,100,000	

- B. Withdrawal Conditions; Withdrawal Period**
1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date; and
 - (b) under Category 2 until the Recipient has furnished or caused to be furnished evidence satisfactory to the Association that measures referred to in Section I.D of Schedule 2 to this Agreement have been met in a manner satisfactory to the Association.
 2. The Closing Date is June 30, 2024.

APPENDIX

Section I. Definitions

1. "Affected Person" means a person or entity who, on account of the execution of the Project has experienced or would experience direct economic and social impacts caused by: (i) the involuntary taking of land resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not such person must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person and, "Affected Persons", means more than one such Affected Person.
2. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006, and revised in January 2011, and as of July 1, 2016.
3. "Bus Renewal Scheme" means the Recipient's scheme for financing bus fleets.
4. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. "Eligible Emergency" means a natural or man-made crisis or disaster that has caused, or is likely to imminently cause, a major adverse impact in the Recipient's territory.
6. "Emergency Expenditures" means the Eligible Expenditures under Category 2 and Part 5 of the Project
7. "Environmental and Social Management Framework" or "ESMF" means the plan prepared and adopted by the Recipient dated March 28, 2019, and disclosed in-country, and on the Association's website on March 28, 2019, setting out the modalities to be followed in assessing the potential adverse environmental and social impacts of Project activities including impacts, and risks of gender-based violence and sexual exploitation and abuse and the ~~measures to be taken to offset, reduce or mitigate such adverse impacts,~~ including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse; as well as for the preparation of environmental and social management plans, as such framework may be amended by the Recipient from time to time, with the prior written agreement of the Association.
8. "Environmental and Social Management Plan" or "ESMP" means the plan prepared by the Recipient satisfactory to the Association, and disclosed on the

Association's website on April 2, 2019, which details: (a) the measures to be taken during the implementation and operation of the Project to avoid, minimize, mitigate or offset adverse environmental and social impacts (including health and safety issues), or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, as said instrument may be amended from time to time with the Association's prior written agreement.

9. "Freetown City Council" or "FCC" means a local government entity established and operating pursuant to the Recipient's Local Government Act, 2004, as said Act may be amended from time to time.
10. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018.
11. "Implementing Partners" means MoTA, MoF, MoLCPE, MoWPA, SLRSA, SLRA, SLRTC, FCC, SP and any other partners which may be selected in consultation with the Association.
12. "Maximizing Financing for Development" means systematically leveraging all sources of finance, expertise, and solutions to support developing countries' sustainable growth.
13. "MoF" means the Recipient's Ministry of Finance or its successor.
14. "MoLCPE" means the Recipient's Ministry of Lands, Country Planning and Environment or its successor.
15. "MoTA" means the Recipient's Ministry of Transport and Aviation or its successor.
16. "MoWPA" means the Recipient's Ministry of Works and Public Assets or its successor.
17. "Operating Costs" means the incremental expenses incurred on account of Project implementation, based on an Annual Work Plan and Budget approved by the Association pursuant to Section I.B.3 of Schedule 2 to this Agreement, on account of ~~office equipment and supplies, vehicle operation and maintenance, maintenance~~ of equipment, communication and insurance costs, office administration costs, utilities, rental, consumables, accommodation, travel and *per diem*, excluding the salaries of the Recipient's civil servants and such other expenditures as may be agreed with the Association.
18. "Parking Policy" means the policy to be developed by the Recipient to provide for the vehicle parking requirements, regulations, and enforcement measures.

19. "PFMU" means the Project Fiduciary Management Unit established under the Ministry of Finance and Economic Development responsible for the procurement, financial management, oversight of monitoring and evaluation, and internal audit under the Project, as referred to in Section I.A.2 of Schedule 2 to the Agreement.
20. "Preparation Advance" means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on December 28, 2018, and on behalf of the Recipient on January 8, 2019.
21. "Project Implementation Manual" or "PIM" means the manual referred to in Section I.B.1 of Schedule 2 of this Agreement, dated May 4, 2019, by the Recipient satisfactory to the Association, describing and setting forth procedures for implementation of the Project and institutional arrangements, consistent with the provisions of this Agreement and with applicable laws and regulations and including, *inter alia*, timetables of actions required to be carried out under the Project, the respective roles and responsibilities of the agencies involved in the implementation of the Project, staffing, the fiduciary, technical and operational aspects and procedures for implementation of the Project, including the financial management procedures (budgeting, accounting and internal control, disbursement and flow of funds, financial reporting, annual reports, internal and external audit arrangements procedures and including the Project specific chart of accounts), procurement procedures, monitoring and evaluation arrangements, and other fiduciary and administrative arrangements and necessary terms of reference, as the same may be amended from time to time by agreement with the Association.
22. "Project Steering Committee" or "PSC" means the Recipient's committee referred to in Section I.A.3 in Schedule 2 to this Agreement.
23. "Resettlement Action Plan" or "RAP" means the plan adopted by the Recipient satisfactory to the Association, and disclosed on the Association's website on April 2, 2019, which includes the principles, procedures, organizational arrangements and budget to implement the resettlement related activities under the Project, or under Parts of the Project, as said resettlement action plan may be revised from time to time with the prior written agreement of the Association; and "RAPs" means, collectively, all such RAP.
24. "Resettlement Compensation" means the expenditures incurred in financing the cost of compensating Affected Persons in accordance with the criteria outlined in the RPF.
25. "Resettlement Policy Framework" or "RPF" means the framework prepared and adopted by the Recipient, satisfactory to the Association, and disclosed on the Association's website on March 28, 2019, which sets out the resettlement principles, organizational arrangements (including consultation and budget),

and design criteria to be applied to resettlement related Project activities to be prepared during Project implementation, as such framework may be amended from time to time with the prior, written agreement of the Association.

26. "Safeguard Instruments" means collectively, the ESMF, ESMP Resettlement Policy Framework and Resettlement Action Plan and "Safeguard Instrument" means any of such Safeguards Instruments.
27. "Selected Areas" means Lumley Area, Congo Cross Area and Kissy Ferry Junction Area, all in the Western Area region in the Recipient's territory and any other areas that may be selected in consultation with the Association.
28. "Selected Corridors" means the corridors within Greater Freetown that are selected in accordance with the criteria set-forth in the PIM for implementing agreed improvements in public transport.
29. "Sierra Leone Police" or "SP" means the Recipient's agency responsible for the prevention and detection of crime and maintenance of public order in the Recipient's territory.
30. "Sierra Leone Road Authority" or "SLRA" means a government agency responsible for construction and maintenance of the roads established and operating pursuant to the Roads Authority Act, Act No. 4, 1992, (as amended in 2010) or its successor.
31. "Sierra Leone Road Safety Authority" or "SLRSA" means a government agency responsible for regulating and coordinating development on road safety and issuance of licenses, established and operating pursuant to the Sierra Leone Road Safety Authority Act No. 9, 2016, or its successor.
32. "Sierra Leone Road Transport Corporation" or "SLRTC" means a corporation responsible for regulating, operating and maintaining the public transport services for the conveyance of passengers and goods; established and operating pursuant to the Public Transport Services Act (Act No.17) of 1964, or its successor.
33. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
34. "Training" means the costs associated with training, workshops, seminars and conferences based on an Annual Work Plan and Budget approved by the Association pursuant to Section I.B.3 of Schedule 2 to this Agreement, for reasonable expenditures (other than expenditures for consultants' services), including: (i) local and international travel, room, board and *per diem* expenditures incurred by trainers and trainees in connection with the training and by non-consultant training facilitators; (ii) course fees; (iii) training facility rentals;

- (iv) training material preparation, acquisition, reproduction and distribution expenses; and (v) study tour preparation and implementation.
35. "Technical Support Group" or "TSG" means a team of professionals established as part of the TIDU in MoTA, comprising of a project manager, engineers, and a social safeguard specialist and any other needed specialists responsible for providing technical guidance to the PSC and referred to in Section I.A.1 of Schedule 2 to this Agreement.
 36. "TIDU" means the Transport Infrastructure Development Unit referred to in Section I.A.1 of Schedule 2 to this Agreement.
 37. "Urban Mobility Plan" means the Recipient's plan dated April 2013, containing a set of interrelated measures designed to satisfy the mobility needs of people and businesses, as said plan may be amended from time to time.
 38. "Urban Transport Unit" or "UTU" means a unit to be established by the Recipient in MoTA and referred to in Section I.A.4 of Schedule 2 to this Agreement.
 39. "Western Area" means one of the principal divisions of Sierra Leone which comprises Freetown and its environs.