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Islamic Development Bank
Dated 12 January 2015

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بنك التنمية الإسلامية
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AGREEMENT

BETWEEN

REPUBLIC OF SIERRA LEONE

AND

ISLAMIC DEVELOPMENT BANK
(AS ADMINISTRATOR OF THE FA'EL KHAIR PROGRAM)

REGARDING THE IMPLEMENTATION OF THE FA'EL KHAIR DONATION TO
SUPPORT THE EFFORTS TO FIGHT THE EBOLA VIRUS DISEASE EPIDEMIC IN
SIERRA LEONE



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This Agreement, (the "Agreement") is made on ____/____/1436H (corresponding to the ____/____/2015G)

Between

Republic of Sierra Leone (hereinafter referred to as the "**Government**")

And

Islamic Development Bank as the Administrator of **Fael Khair** Program (hereinafter referred to as the "**Bank**")

The Government and the Bank are hereinafter individually referred to as "**Party**" and collectively as the "**Parties**".

Whereas:

- A. A philanthropist (referred to as "**Fael Khair**" "فاعل خير") has donated a sum of money, part of which is allocated to support the fight against the Ebola Virus Disease Epidemic in the Republic of Sierra Leone (hereinafter referred to as the "Program"); and entrusted the Bank on the implementation of the Program;
- B. The Bank had informed the Government vide letter No. 78/10/16548 dated 25/12/2014G of the desire of **Fael Khair** to use the donation; and
- C. The Government had welcomed the noble initiative of **Fael Khair**, and assured the Bank that it will fully cooperate with the Bank to speed up the implementation of the Program in the Republic of Sierra Leone.

Now, therefore, the Parties hereto have agreed, as follows:

Article-I MANAGEMENT AND IMPLEMENTATION OF THE PROGRAM

- 1.1 The Bank in consultation with the Government determine the technical mechanisms to ensure proper design, implementation and follow-up of all the components of the Program in accordance with the standard specifications in the field of specialty, and the requirements of the efficient performance.
- 1.2 Disbursements from the donation amount is in accordance with the approved procedures of the Bank, and according to what is required by the field of work in terms of flexibility and consideration.
- 1.3 The implementation of the Program is to commence with the provision of USD SIX MILLION (United States Dollars 6,000,000) to the Government, to be used in accordance with the terms to be agreed by the Parties. If the Parties agree to agree



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to additional arrangements, then they must exchange letters to determine the terms of any additional arrangement.

Article-II OBLIGATIONS OF THE GOVERNMENT

- 2.1 The Government shall provide the Bank with all the facilities and assistance necessary for the effective implementation of the Program.
- 2.2 The Government shall facilitate access to the Bank's representatives to all sites relevant to the implementation of the Program.
- 2.3 The Government shall ensure that sufficient resources are secured to provide the necessary annual financial requirements, and other operating supplies for any facilities funded by the Program, as well as equipment, and maintenance, in order to keep them all in good condition to allow the achievement of the Program objectives and the achievement of the objectives of the donation.
- 2.4 The Government shall exempt from all taxes, customs duties and other levies, the contractors and consultants, equipment, materials and supplies imported into the territory of the Republic of Sierra Leone, for the purpose of implementing the Program and facilitating customs clearance of all equipment, materials and supplies needed for the Program.
- 2.5 The Government shall provide contractors and consultants and any other staff involved in the implementation of the Program with entry and exit visas, residence and work permits, as well as permits relating to currency exchange necessary for their stay in the Republic of Sierra Leone.
- 2.6 The Government shall issue and renew whenever necessary, all necessary permits for the Program implementation and licenses.
- 2.7 The Government shall provide security protection for people, goods and assets related to the Program.
- 2.8 The Government shall participate, when necessary, in examining and approving of technical and financial bids submitted by implementing agencies of the Program.
- 2.9 The Government shall take delivery of each facility funded by the Program after its implementation as well as equipment and materials.

Article-III OBLIGATIONS OF THE BANK

- 3.1 The Bank shall coordinate the implementation of the Program with the Government to ensure its proper implementation and the achievement of its objectives.
- 3.2 The Bank shall select consultants, suppliers and contractors in accordance with terms, conditions, and procedures agreed with the Government.



3.3 The Bank shall examine and approve the disbursement requests made for the implementation of the Program and approved by the Government and the consultant.

3.4 The Bank shall disburse from the Fael Khair donation, the amounts for which an approved request from the Government and the consultant has been submitted.

Article-IV GENERAL PROVISIONS

4.1 This Agreement shall enter into force upon signing by the Parties and shall supersede all agreements regarding its subject and shall remain in force throughout the implementation of its various components until the delivery of all facilities to the Government.

4.2 The Bank shall consult with the Government from time to time on the Program implementation and extend full cooperation to deal with any difficulty or problem arises that encounter the implementation of the Program or the achievement of the objectives of the donation.

Article-V SETTLEMENT OF DISPUTES

Any matter, disagreement, controversy, difference or dispute that may arise under this Agreement or in connection with its interpretation, implementation or performance, shall be settled amicably by consultation between the Parties and resolved in the spirit of good faith and cooperation, which already exists between the Parties.

Article-VI NOTIFICATIONS AND ADDRESSES

All inquiries, notices, communication or declarations, which are made under or in accordance with this Agreement shall be addressed or sent to the appropriate address or number of the authorized representatives for the Parties.

[END OF ARTICLES]



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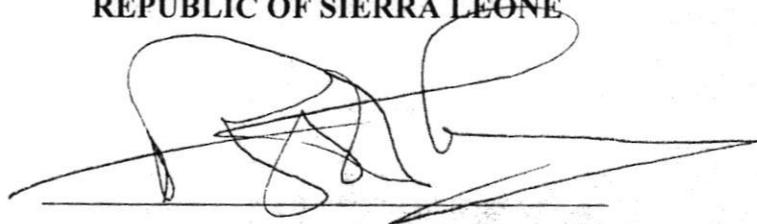
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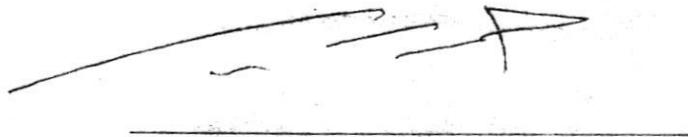
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In Witness Whereof, the authorized representatives of the Parties have signed this Agreement in two originals in the English language on the date first above written.

FOR AND ON BEHALF OF
REPUBLIC OF SIERRA LEONE



FOR AND ON BEHALF OF
ISLAMIC DEVELOPMENT BANK
(AS THE ADMINISTRATOR OF FA'EL KHAIR PROGRAM)

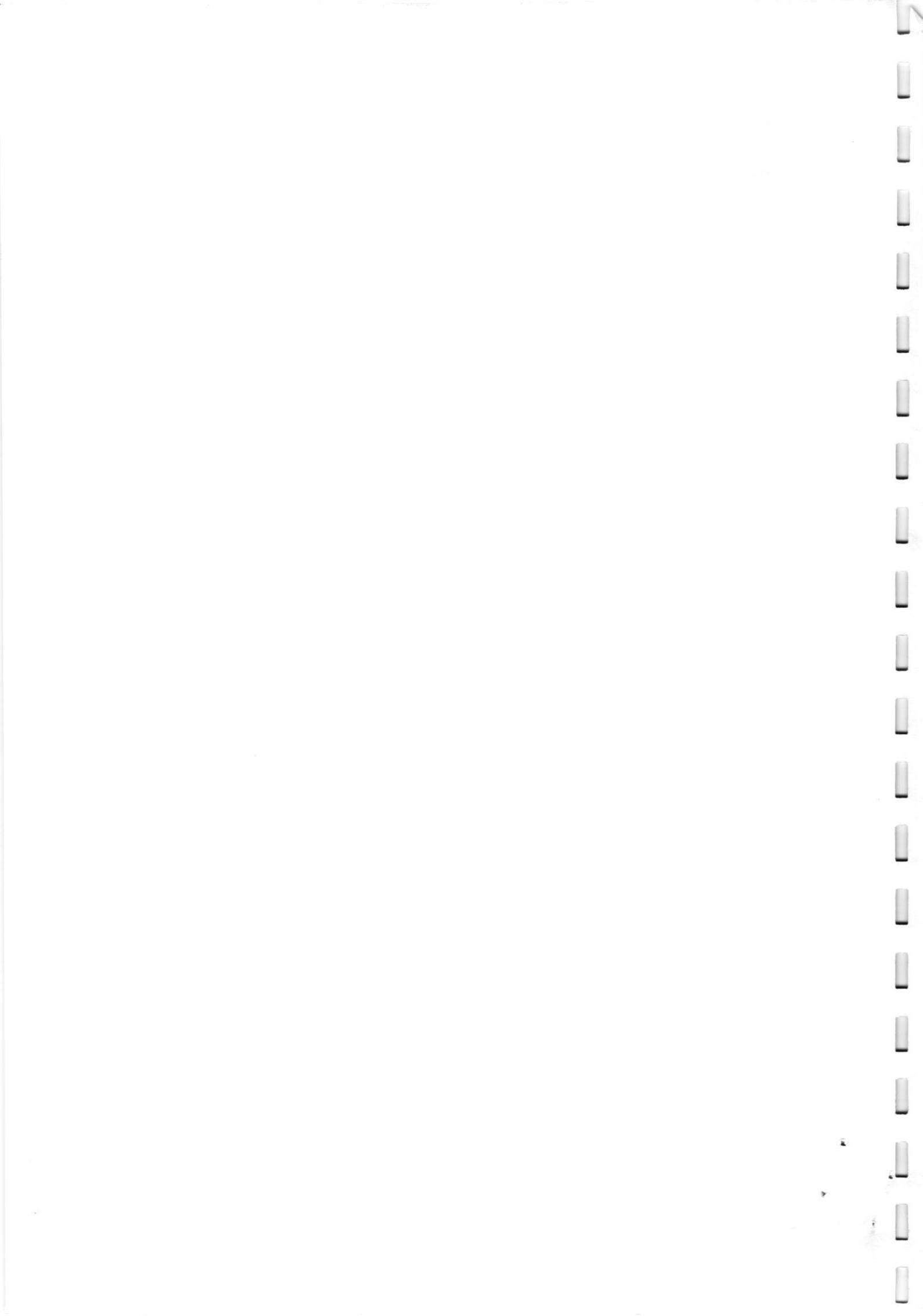




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Islamic Development Bank
Dated 12 January 2015

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