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**PROTOCOL OF AGREEMENT
AMONGST
THE REPUBLIC OF SIERRA LEONE
AND
THE AFRICAN DEVELOPMENT FUND
AND
THE AFRICAN DEVELOPMENT BANK**

(RURAL WATER SUPPLY AND SANITATION PROJECT)

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(RURAL WATER SUPPLY AND SANITATION PROJECT)

RECEIVED (1) ONE DULY EXECUTED ORIGINAL OF THE
ABOVE MENTIONED PROTOCOL OF AGREEMENT ON
BEHALF OF THE REPUBLIC OF SIERRA LEONE

NAME : SAM M ARVINA

TITLE : SENIOR ASSISTANT SECRETARY
MINISTRY OF FINANCE & ECONOMIC
DEVELOPMENT

SIGNATURE : 

COUNTRY: SIERRA LEONE

DATE: 28/10/2013



PROTOCOL OF AGREEMENT
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AND
THE AFRICAN DEVELOPMENT FUND
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(RURAL WATER SUPPLY AND SANITATION PROJECT)

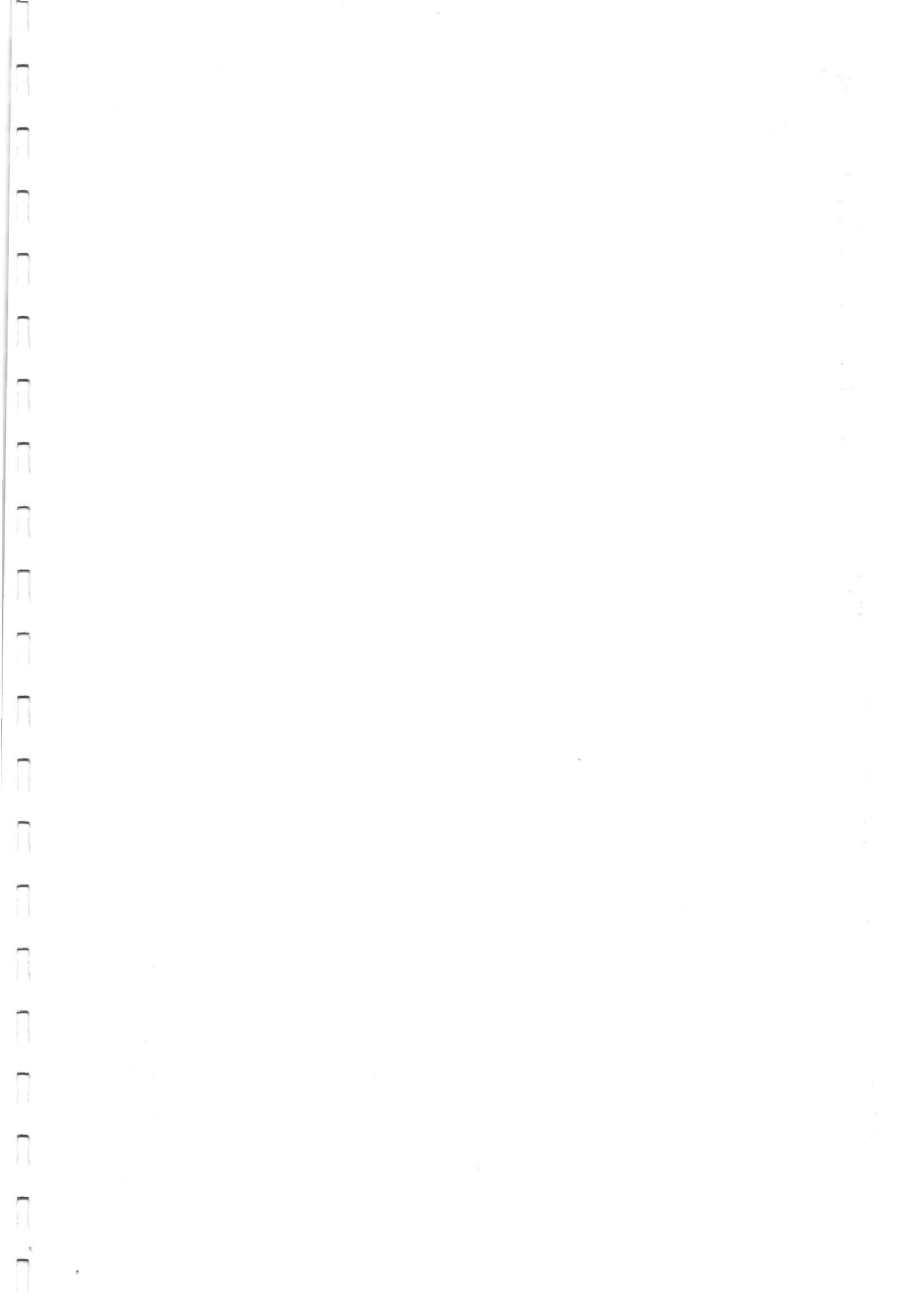
PROJECT ID N° : P-SL-E00-003
GRANT N° : 5800155001151

This PROTOCOL OF AGREEMENT (hereinafter called the "Agreement") is entered into this 22ND day of OCTOBER 2013 between the REPUBLIC OF SIERRA LEONE (hereinafter referred to as the "Recipient") and the AFRICAN DEVELOPMENT FUND and the AFRICAN DEVELOPMENT BANK (collectively, referred to hereinafter as the "Bank").

1. WHEREAS the Recipient has requested the Bank to finance, from the Rural Water Supply and Sanitation Initiative (RWSSI) Multi-donor Grant Arrangement, part of the foreign currency costs and part of the local currency costs of the Rural Water Supply and Sanitation Project (hereinafter referred to as the "Project"), by providing a Grant to the Recipient in the amount specified hereunder;







2. WHEREAS the Grant will be provided from the resources of the Rural Water Supply and Sanitation Initiative Trust Fund ("RWSSI Trust Fund");
3. WHEREAS the Project is being co-financed by the United Kingdom Department for International Development ("DFID") and the Global Environment Facility ("GEF");
4. WHEREAS the Recipient has declared its commitment to the execution of the Project;
5. WHEREAS the Project is technically feasible and constitutes a suitable basis for financing under the activities of the RWSSI Trust Fund;
6. WHEREAS the Recipient's Sierra Leone Water Company (hereinafter referred to as "SALWACO") shall be the Executing Agency for the Project;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

GENERAL CONDITIONS - DEFINITIONS

Section 1.01. General Conditions. The parties to this Agreement accept all the provisions of the *General Conditions applicable to Protocols of*

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time to time (hereinafter referred to as the "General Conditions") with the same force and effect as if they were fully set forth herein.

Section 1.02. Definitions. Whenever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions shall have the respective meanings therein set forth.

ARTICLE II

THE GRANT

Section 2.01. Amount. The Bank agrees to grant to the Recipient, from the resources of the RWSSI Trust Fund, an amount in various convertible currencies not exceeding Five Million Three Hundred Thousand Euros (EUR 5,300,000).

Section 2.02. Purpose. The purpose of the Grant is to finance part of the foreign currency costs and part of the local currency costs of the Project described in Annex I of this Agreement.

Section 2.03. Allocation. The Grant shall be allocated to various categories of expenditure of the Project in conformity with Annex II of this Agreement.





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ARTICLE III

CONDITIONS PRECEDENT TO ENTRY INTO FORCE

Section 3.01. Conditions Precedent to Entry into Force. This Protocol of Agreement shall enter into force upon its signature.

ARTICLE IV

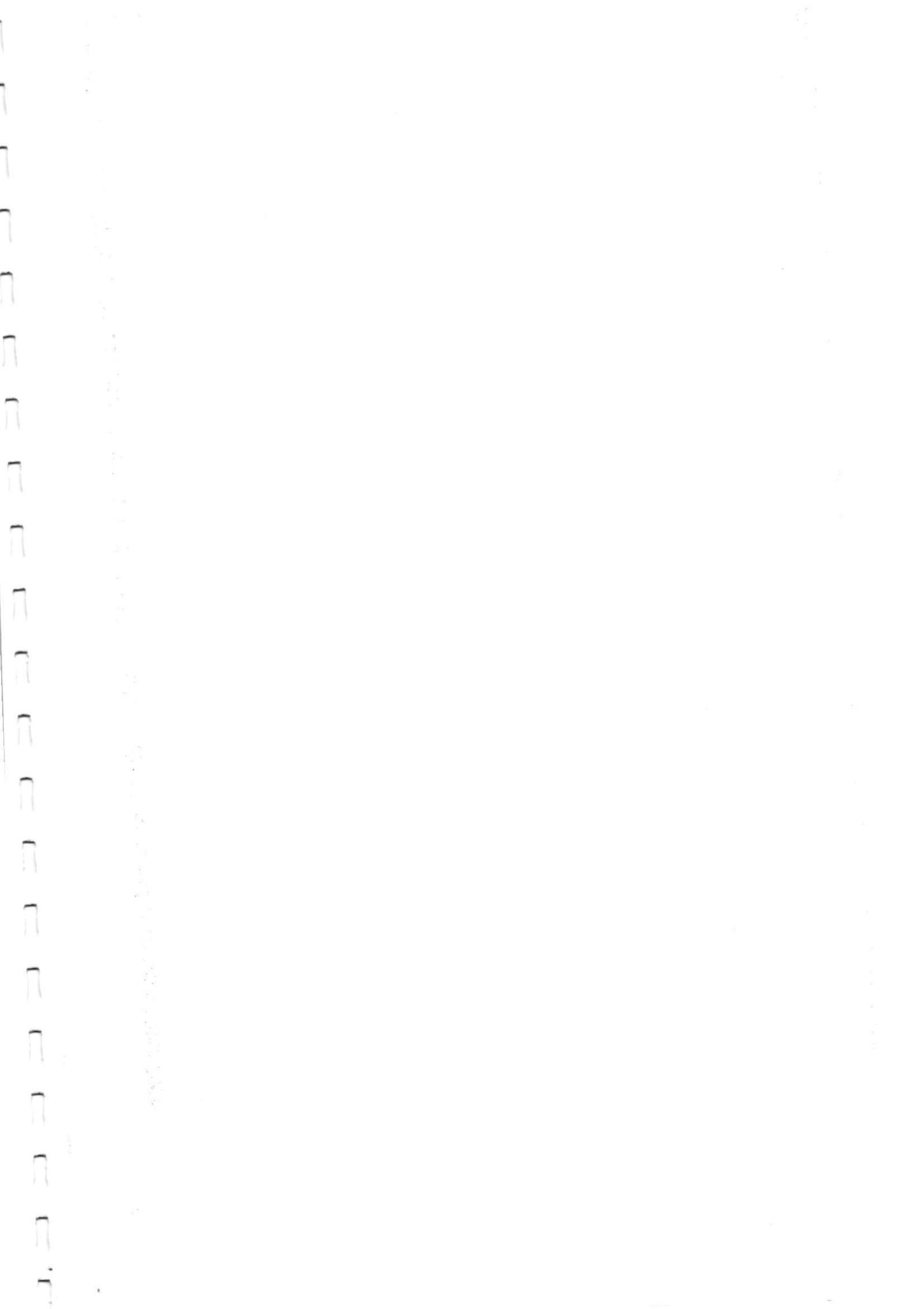
CONDITION PRECEDENT TO FIRST DISBURSEMENT

Section 4.01. Conditions Precedent to First Disbursement. The obligation of the Bank to make the first disbursement of the Grant shall be conditional upon entry into force of the Agreement in accordance with Section 3.01 above and the following conditions, namely, the Recipient shall have provided evidence in form and substance acceptable to the Bank:

- (i) that GEF has committed to finance the Project and the Recipient has made appropriate arrangements to cover any financing gap resulting from the failure to obtain GEF's commitment; and
- (ii) of having opened a convertible United States Dollar foreign currency special account at a bank acceptable to the Bank for the deposit of the proceeds of the Grant and a local currency account for deposit of counterpart funds.







Section 4.02. Other Conditions. The Recipient shall provide:

- (i) by 30 June 2014, evidence of the approval of the revision of the SALWACO Act of 2001 by Parliament and the transfer of five (5) Extension Engineers, five (5) Technical Field Officers and five (5) Assistant Executive Engineers from the Water Directorate of the Ministry of Water Resources to SALWACO in accordance with the transfer of rural water supply services technical support and supervision mandate under the revised SALWACO Act.

- (ii) by 31 December 2016, evidence of the approval of its Medium Term Budget Framework for 2017-2019, confirming that an amount of Three Hundred and Ninety Seven Thousand Units of Account (UA397 000) has been budgeted for the maintenance of project infrastructure beyond user community capacity.

ARTICLE V
UNDERTAKING

Section 5.01. Undertaking. The Borrower hereby undertakes to implement and report on the implementation of the Environmental and Social Impact Assessment and the Environment and Social Management Plan on a quarterly basis in form acceptable to the Bank.





ARTICLE VI
DISBURSEMENTS AND APPLICATION
OF AMOUNTS DISBURSED

Section 6.01. Disbursements. The amount of the Grant shall be disbursed by the Bank, subject to the provisions of this Agreement and the General Conditions, for the purposes set forth in this Agreement, for expenditures made in respect of the cost of works and services required for the Project and to be financed under this Agreement.

Section 6.02. Closing Date. **31st December 2018** or such later date as shall be agreed between the Recipient and the Bank is specified for the purposes of Section 5.03 paragraph 1(g) of the General Conditions as the final date of disbursement of the Grant.

Section 6.03. Application of Disbursements. Amounts disbursed on account of this Agreement shall be applied by the Recipient solely for the purposes for which they were disbursed.

ARTICLE VII
PROCUREMENT OF WORKS AND SERVICES

Section 7.01. Procurement of Works. Works necessary for the execution of the Project will be procured in accordance with the Bank's *Rules and Procedures for Procurement of Goods and Works*, dated May 2008,







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revised July 2012 as amended from time to time; and as further set out below:

- (i) The procurement of civil works shall be by National Competitive Bidding (NCB).

Section 7.02. Procurement of Services. Services necessary for the execution of the Project will be procured in accordance with the Bank's *Rules and Procedures for the Use of Consultants*, dated May 2008, revised July 2012 as amended from time to time, and as further set out below:

- (i) Procurement of consulting services for rural water supply and sanitation programme development, technical assistance for implementation support and technical assistant sector coordination and management will be carried out by consulting firms. The process for selecting firms shall be through Short Listing and the method for evaluation is the Quality and Cost Based Selection (QCBS).
- (ii) Procurement of consulting services for hydrogeological mapping will be carried out by consulting firms/specialized institutions. The process for selecting firms shall be through Short Listing and the method for evaluation is the Quality Based Selection (QBS).







- (iii) The procurement of consulting services including community mobilisation and empowerment, community led total sanitation mobilisation, water and sanitation technical and business skills training for youth and training of artisans will be carried out by Non-Governmental Organizations (NGOS). The process for selecting NGOs shall be through Short Listing and the method for evaluation is the Quality and Cost Based Selection (QCBS).
- (iv) Services for baseline survey and impact studies will be carried out by Statistics Sierra Leone who will be procured through Single Source Selection (SSS) method.
- (v) Sector coordination and management support related to conduct of annual reviews, mid-term review, project completion report and flagship studies shall be undertaken by Individual Consultants and they will be selected through the Bank's procedure for the selection of individual consultants.
- (vi) The procurement of training including short-term local and regional professional trainings will be carried out by specialist institutions and universities. The selection method chosen shall be Single Sourcing.

- (vii) Services for the annual and technical audits shall be procured through Short Listing and the method of selection shall be Least-Cost Selection (LCS) of qualified firms.
- (viii) Short Lists composed entirely of National or Regional Consultants. Short lists of consultants for services estimated to cost less than UA 200,000 equivalent per contract for firms and UA 50,000 equivalent for individual consultants may be composed entirely of national or regional consultants in accordance with Rule 2.7 of the *Rules and Procedures for the Use of Consultants*.

Section 7.03. Review Procedure. All contracts for works and services shall be subject to prior review by the Bank except for works with a contract value equal to or less than UA 70,000 for which post review procedures shall apply.

ARTICLE VIII
MISCELLANEOUS

Section 8.01. Authorized Representatives. The Minister of Finance and Economic Development or any other person as the Minister may designate in writing shall be the authorized representative of the Recipient.

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Section 8.02. Date of the Agreement. The date of this Agreement shall be the date provided in the opening sentence of the preamble hereof.

Section 8.03. Addresses. The following addresses are specified for purposes of Section 9.01 of the General Conditions:

For the Recipient: Mail Address:

Minister of Finance and Economic Development
Ministry of Finance and Economic Development
Treasury Building, George Street

Freetown

SIERRA LEONE

Telephone : (232) 22.22.58.26

Fax : (232) 22.22.84.72

E-mail : ekoroma@mofed.gov.sl and
marahkml@yahoo.com

For the Bank:

Mail Address headquarters

African Development Bank

01 B.P. 1387 -Abidjan 01

CÔTE D'IVOIRE

Cable Address : AFDEV ABIDJAN

Telex Address : 23717/23498

Telephone : (225) 20 20 40 47

Fax : (225) 20 32 65 45

And Temporarily at: Temporary Relocation Agency

African Development Bank

13, Avenue du Ghana

B. P. 323, 1002 Tunis Belvedere

TUNISIA

Telephone : (216) 71 333 511

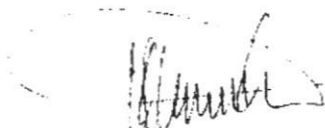
71 102 055

Fax : (216) 71 351 933

71 102 679

IN WITNESS WHEREOF the Recipient and the Bank, each acting through its authorized representative, have signed this Agreement in two (2) equally valid originals in English on the date first above written.

FOR THE REPUBLIC OF SIERRA LEONE



**KAIFALA MARAH
MINISTER OF FINANCE AND
ECONOMIC DEVELOPMENT**

**FOR THE AFRICAN DEVELOPMENT FUND
AND
THE AFRICAN DEVELOPMENT BANK**



**YERO BALDEH
RESIDENT REPRESENTATIVE
SIERRA LEONE COUNTRY OFFICE**

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ANNEX I

PROJECT DESCRIPTION

The objective of the project is to: (i) increase sustainable access to safe water and basic sanitation in rural areas, and (ii) develop a comprehensive national framework for rural water supply and sanitation investments. The project will benefit an estimated 625,000 rural Sierra Leoneans, and result in nine percentage points increase in safe water coverage, including restored access, and at least six percentage points increase in improved sanitation coverage, besides a better managed sector and improved knowledge, attitudes & practices of the primary beneficiaries. The project will be implemented in four components as follows:

Component name	Component Description and activities
Water Supply and Sanitation Infrastructure	<p>The objective of this component is to provide water supply and sanitation infrastructure. The following will be financed:</p> <ul style="list-style-type: none">• Rehabilitation of old water points & construction of hand-dug wells and spring boxes, 84 boreholes, rainwater harvesting systems; and Gravity Flow Schemes and solar power pumped schemes.• Construction of sanitation facilities, including EcoSan toilets in public institutions;• Establishment of climate risk management infrastructure, including 100 rain-gauging stations and 20 surface and groundwater monitoring stations
National Program Development	<p>The objective of this component is to develop a comprehensive framework to facilitate effective sector management and resource mobilisation. The following will be undertaken:</p> <ul style="list-style-type: none">• National Rural Water Supply and Sanitation Program development and Resource Mobilisation Conference.
Capacity Building	<p>This component includes a broad set of capacity development activities that, when considered collectively, will provide for durability and continued use of the infrastructure put in place by the project and thereafter. The following activities will be undertaken</p> <ul style="list-style-type: none">• Training of professionals, including WASH, water resources management and climate change;• Training of small scale service providers, including pump mechanics and other artisans for infrastructure construction & maintenance;• Strengthening of CBOs, including Training and supporting

Community leaders & Sanitation and Hygiene Education Trainers

- CLTS triggering & monitoring, WASH and Climate Change Adaptation education and sensitization at community level, including schools, and the setting-up and training of care-taker Committees
- Sanitation marketing;
- Case studies, including technical and value for money audits
- Ground water mapping and monitoring, and development of guidelines for construction of water and sanitation facilities;
- Support to WASH stakeholder coordination and provision of field and office equipment and tools;
- Implementation support and on-the-job training through Technical assistance for District Councils, WD, SALWACO and LGFD.
- Sector coordination and development support, including Annual Sector Reviews (ASRs).

Project

Management

- Overall project coordination and administration;
- Technical Oversight and quality assurance;
- Supervision of service providers, Monitoring & Evaluation and Reporting, including Environmental and Water Quality Monitoring.

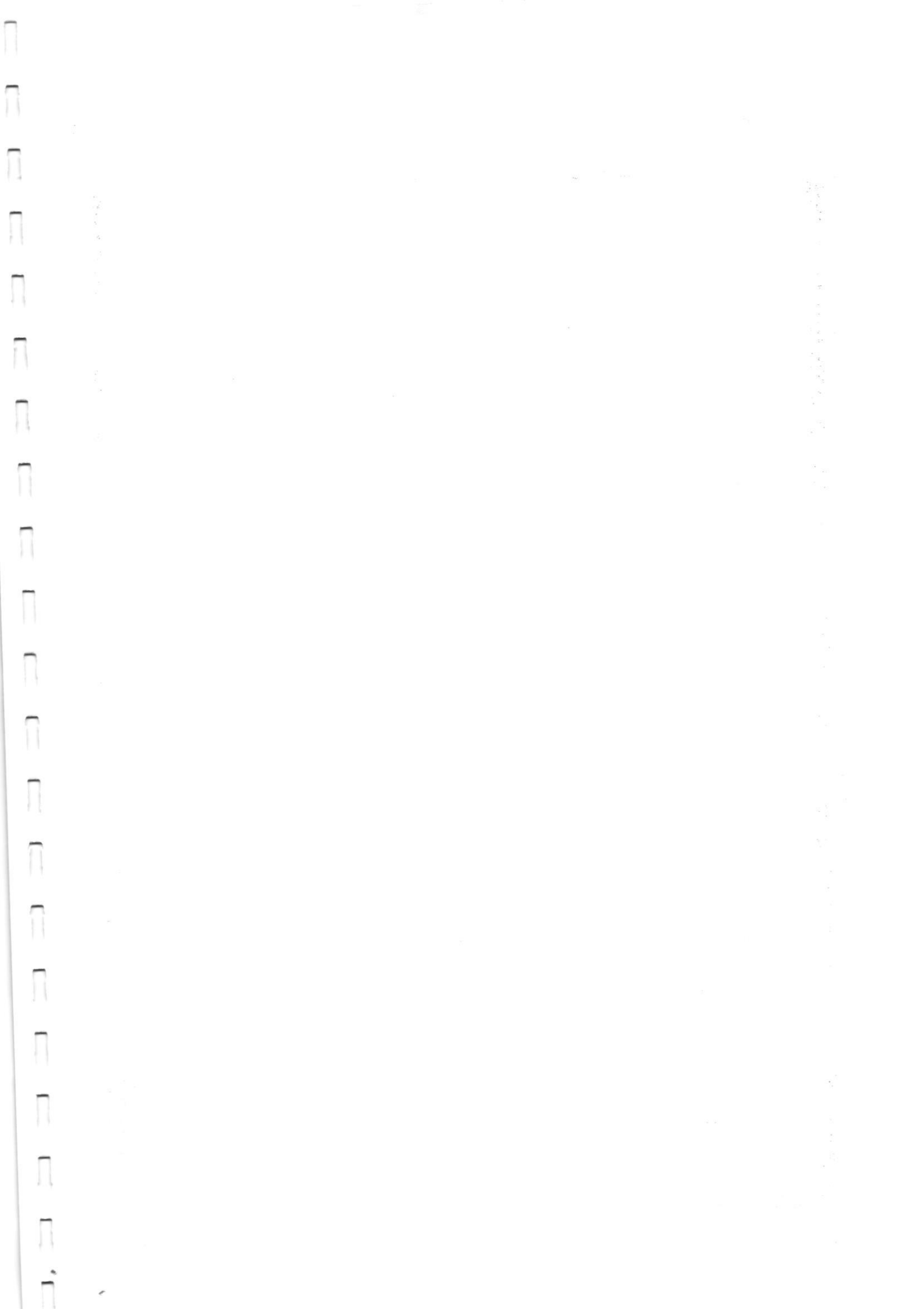
The project will be financed as follows:

ADF Loan: Activities to be financed from the ADF loan include design and construction of water supply and sanitation infrastructure; community mobilisation and empowerment; Community Led Total Sanitation and Technical Assistance for implementation support

ADF Grant will finance construction of water supply facilities including boreholes and solar powered pumped schemes, sector coordination and management support activities, training of sector professionals and project operational expenses including performance based and project operational costs.

FSF Grant resources will be utilised for financing the rehabilitation of water supply facilities. DFID grant resources channelled through the FSF will finance construction of new water supply and sanitation infrastructure, technical assistance, community mobilisation and empowerment activities, including youth training; Community Led Total Sanitation activities; Monitoring and evaluation activities including studies and technical audits. Resources will also be used for financing project operational costs.

RWSSI-TF Resources will be utilised for financing infrastructure design and construction; construction of the sanitation facilities; technical assistance and other



capacity building activities including programme development, hydrogeological mapping, sector coordination and management, community mobilisation and empowerment, Community Led Total Sanitation and youth mobilisation. Grant resources will also be used to finance Operational costs including monitoring & evaluation activities.

Global Environment Facility (GEF) Grant resources will be used for financing climate risk management infrastructure activities including: design and supervision of installation of surface and ground water monitoring equipment and construction of rainwater harvesting facilities; and community sensitisation and training as well as training of water resources management related climate risk management professionals.



