Financing Agreement

(Integrated and Resilient Urban Mobility Project)

between

REPUBLIC OF SIERRA LEONE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
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 I 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 I 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

[Signature]

Authorized Representative

Name: [Signature]

Title: [Signature]

Date: [Signature]

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: [Signature]

Title: [Signature]

Date: [Signature]
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-
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.


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.