



**AN ACT RATIFYING THE IMPLEMENTATION
AGREEMENT BETWEEN THE REPUBLIC OF GUINEA
AND THE REPUBLIC OF LIBERIA**

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IMPLEMENTATION AGREEMENT

between

The Republic of Guinea

and

The Republic of Liberia

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IMPLEMENTATION AGREEMENT

BETWEEN THE UNDERSIGNED:

The Republic of Guinea represented by the Minister in charge of Mines and Energy hereinafter referred to as "Guinea".

and

The Republic of Liberia represented by the Minister in charge of Mines and Energy, hereinafter referred to as "Liberia".

The Republic of Guinea and the Republic of Liberia are together referred to as the "Parties" and each of them as a "Party".

PREAMBLE:

Three agreements embody the common desire of Liberia and Guinea to cooperate in order to allow the evacuation through Liberia of the production of Guinean mining projects:

- The Transit Agreement between the Republic of Liberia and the Republic of Guinea (L'Accord de Transit) of July 14, 1973;
- The Protocol for the Application of the Transit Agreement (Protocole d'Application de l'Accord de Transit) of January 22, 1983;
- The Protocol to Facilitate the Transport of Guinean-based Natural Resources (Protocole de Facilitation du Transport des Ressources Naturelles d'origine guinéenne) of October 25, 2013.

To date, these agreements have not resulted in an effective use of the Liberian corridor for the export of Guinean mineral products. However, the effectiveness of the evacuation of mining products, before or after processing, from Guinea through Liberia is a crucial issue for the development and the competitiveness on the international market of various mining projects in Guinea. Securing the access to Liberian's transport infrastructures, either existing or forthcoming, not only will benefit to mining companies but will also reinforce economic cooperation between Liberia and Guinea.

In the short term, the need for a model whereby Guinean mines can evacuate their product via existing rail and port infrastructures in Liberia, and more particularly the infrastructure on the Yekepa-Buchanan corridor, is critical. This short-term need, however, is combined by a willingness of the Parties to strengthen their cooperation in the transport sector and to harmonize and coordinate the conditions for sharing rail and port infrastructure and the transport of mining products.

The commitments embodying this willingness are to be completed within a new agreement (the "Agreement"), which shall supplement the above-mentioned agreements and provide for

the operational modalities of the cooperation between the Parties for the export from Guinea of mining products through the Liberian's territory.

THE PARTIES HAVE THEREFORE AGREED AS FOLLOWS:

CHAPTER 1: GENERAL PROVISIONS

ARTICLE 1: PURPOSE, OBJECTIVE AND SCOPE OF THE AGREEMENT

1.1. Purpose of the Agreement

The purpose of this Agreement is to establish a legal, institutional and operational framework between Guinea and Liberia to secure the use by Guinean Mining Operators, of current and future infrastructures and/or transport services located in Liberia, to ensure:

- (i) the evacuation of Guinean Mining Products and Derivatives for export, and persons involved in such Guinean Mining Projects;
- (ii) the importation to Guinea by mining operators of goods used for Mining Projects in Guinea and;
- (iii) the achievement of multi-use Transport Infrastructure (beyond mining products) in the long term.

Words and expressions with capital letter(s) have the meaning assigned to them in this Agreement notably under article 2.

1.2. Objective of the Agreement

The general objective of this Agreement (the "**General Objective**") is, in line with the African Mining Vision and the principles of economic integration adopted at the Economic Community of West African States (ECOWAS) and Mano River Union (MRU) level, to promote shared use of transport infrastructure at national, sub-regional and regional levels in order to bolster mining development, contribute to sub-regional integration of the economies of Guinea and Liberia and strengthen the contribution of mining sector and related infrastructure to the socio-economic development of both countries.

It aims to achieve this General Objective through the following specific objectives (the "**Specific Objectives**"):

- (i) Ensure that Guinean Mining Projects can, via the use of Transport Infrastructures and Transport Services, efficiently achieve the export of Mining Products from Guinea; the import of goods related to the Mining Projects of Guinea; and the circulation of personnel working in Guinea's Mining Projects.
- (ii) Ensure Liberia obtains better value for its Transport Infrastructures and Transport Services through the sharing of capital, operating and maintenance costs for such

Transport Infrastructures and Transport Services, thus ensuring better return on public or private investment and increasing such investments.

1.3. Scope of the Agreement

The principles to reach the objectives set forth under article 1.2 and the principles set forth in this Agreement shall apply to various types of Transport Infrastructures such as, without limitation:

- (i) Existing Transport Infrastructure(s) in Liberia operated by a public or private operator;
- (ii) New Transport Infrastructure(s) built to increase the capacity of an existing Transport Infrastructure in Liberia operated by a public or private operator;
- (iii) New Transport Infrastructure(s) built as a greenfield project to open a corridor in Liberia to be owned and operated by a Liberian or a Guinean public or private entity;
- (iv) New Transport Infrastructure(s) jointly built and owned by the Parties and operated by a public or private operator.

ARTICLE 2: DEFINITIONS AND INTERPRETATION

2.1. Definitions

- "Access Agreement": means the agreement entered into between the Mining Operator and the Transport Infrastructure Operator for the implementation of the Right of Access;
- "Agreement" means this agreement and its Appendixes and any amendment to this Agreement;
- "Appraisal": has the meaning assigned to this expression under article 5.1;
- "Approved Infrastructure Project": means an Infrastructure Project deemed compliant with the Objectives;
- "Authorisation" means, whatever the form, all clearances, permits, authorisations, consents, either unilateral or contractual, and approvals required to be obtained or maintained in connection with the design, engineering, financing, procurement, construction, operation and maintenance of any Transport Infrastructure during the term of this Agreement.
- "General Objective": has the meaning assigned to this expression under article 1.2;
- "Infrastructure Project": means the access to and/or the operation or the construction, rehabilitation and/or extension of, either directly or indirectly, a Transport Infrastructure in Liberia in connection with a Mining Project;

- **"Inter-Ministerial Committee"**: has the meaning assigned to this expression under article 9.1;
- **"Mining Contract"**: means a contract entered into between Guinea and a Mining Operator for the implementation of a Mining Project;
- **"Mining Infrastructure"**: means the infrastructure used in connection with the construction, operation and management of a Mining Project in Guinea;
- **"Mining Operator"**: means an entity, either private or public, to which an authorisation is granted by Guinea to construct, maintain and/or operate all or part of a Mining Infrastructure according to the terms and conditions of the granted authorisation;
- **"Mining Products and Derivatives"**: means products extracted from mines, before or after any processing;
- **"Mining Project"**: means the exploration and/or the exploitation activities in Guinea of Mining Products and Derivatives or associated minerals extracted, including concentration operations, refining, export and marketing, design, construction, commissioning, ownership, operation, maintenance, modification and expansion of the Mining Infrastructure;
- **"Objectives"**: means the General Objective and the Specific Objectives;
- **"Port Infrastructure"**: means:
 - (a) maritime access channels;
 - (b) port entrance ;
 - (c) protective works including breakwaters, shore protection;
 - (d) sea locks;
 - (e) access to port for inland transport (including roads, bridges and tunnels);
 - (f) rail connections between hinterland and port;
 - (g) inland waterways within port area;
- **"Railway Infrastructure"**: means fixed assets used for the operation of a railway including, without limitation: roadbed (earthworks, engineering works, drainage and sanitation works), superstructure (ballast, rails, crosspieces, fastenings, switches), buildings of all kinds directly or indirectly assigned to railway activities, power distribution and transformation facilities, water distribution and used water disposition and treatment facilities, signage, signals and telecommunication equipment and facilities, platforms, sidewalks, yards, as well as buildings, offices, maintenance shop facilities and all fixed machine-tools used for maintenance assigned to railway activities and any additions, extension, or upgrading of Railway Infrastructure;
- **"Request for Eligibility"**: has the meaning assigned to this expression under article 5.1;
- **"Request for Access"**: has the meaning assigned to this expression under article 5.2;
- **"Right of Access"**: has the meaning assigned to this expression under article 4.2;

- **"Road Infrastructure":** means:
 - (a) the infrastructure which forms part of a roadway, pathway or shoulder, including structures forming part of the roadway, pathway or shoulder;
 - (b) the road-related infrastructure.
- **"Shared-use":** means where a Transport Infrastructure owned and/or operated by a party is made available to a third party for use of such Transport Infrastructure for compensation determined on a commercial basis;
- **"Specific Objectives":** has the meaning assigned to this expression under article 1.2;
- **"Transport Infrastructure":** means installations and facilities that are required for the transport, primary, of Mining Products and Derivatives and secondary, of passengers and other goods, such as Railway Infrastructure, Port Infrastructure, Road Infrastructure and any other transportation infrastructure existing on the date of this Agreement and which shall exist during the term of this Agreement;
- **"Transport Infrastructure Capacity":** means the initial transport capacity of the Transport Infrastructure and any additional capacity of such Transport Infrastructure by way of extension, upgrade, reinforcement or any other means resulting in an increase of the Transport Infrastructure Capacity;
- **"Transport Infrastructure Operator":** means any entity, either public or private, which operates a Transport Infrastructure. The Transport Infrastructure Operator may be a Transport Operator;
- **"Transport Operator":** means any entity which benefit from an Authorisation to provide Transport Services;
- **"Transport Services":** means services provided using Transport Infrastructure, including, without limitation:
 - (a) the transportation of goods and products, including Mining Products and Derivatives and passengers between a loading or embarkation point and a point of unloading or disembarking;
 - (b) the provision, maintenance, repair and renewal of Transport Infrastructure to provide the transportation of goods and products, including Mining Products and Derivatives, and passengers;
 - (c) ancillary services related to the aforementioned services;
- **"Works":** shall have the meaning assigned to this word under article 4.5.

2.2. Interpretation

The following rules apply for interpretation purpose of the provisions of this Agreement unless the context requires otherwise.

- (i) The singular includes the plural, and the opposite applies equally.
- (ii) If a word is defined, its other grammatical forms have the corresponding meaning.
- (iii) A reference to an article or annex is a reference to an article or annex to this Agreement.
- (iv) A reference to an agreement, convention or document (including a reference to this Agreement) applies to the agreement, convention or document as amended, supplemented, novated or replaced except to the extent prohibited by this Agreement or such other agreement, convention or document.
- (v) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in visible and tangible form, but excludes e-mail communication.
- (vi) A reference to a Party to this Agreement or party to another agreement or document includes the successors of the Parties or parties, authorized surrogates and authorized assigns.
- (vii) A reference to conduct includes an omission, statement or initiative, whether written or not.
- (viii) The mention of elements after words such as including, for example, or similar expressions, does not limit what could be included.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- 3.1. Each Party represents and warrants to the other Party the respect of the provisions of this Agreement by all public or private entities under its supervision or control such as, without limitation, in mining, transport, fiscal, customs and/or trade matters.
- 3.2. Each Party represents and warrants that during the term of this Agreement, it will use its best efforts to promote, in consultation with the other Party, the adoption of any regulations or the execution of any agreements allowing the harmonization, and if any common rules, between Guinea and Liberia of cross-border transportation of goods and, in particular, of Mining Products and Derivatives and of the shared-use of its Transport Infrastructure.
- 3.3. Each Party represents and warrants that during the term of this Agreement, it will not adopt any regulations, make any decision or enter into any contract, except on public policy grounds, having as its object or effect, in law or in fact, directly or indirectly, to restrict or prohibit the full effect of this Agreement and/or to affect substantially and durably the economic equilibrium of any Approved Infrastructure Project. If there are grounds of public policy justifying the adoption of such regulations, the making of a decision or the signing of a contract that has a negative impact on the full effect of this Agreement and /or substantially and durably affects the economic equilibrium of any Approved Infrastructure Project, the Party invoking its public policy shall inform the other Party within the

framework of the Inter-Ministerial Committee before adopting the regulations, making the decision or signing the contract in question.

3.4 The Parties shall consult each other within the framework of the Inter-Ministerial Committee. The Inter-Ministerial Committee endeavours to reach a consensus on the joint or separate actions to be undertaken by the Parties to:

- (i) safeguard or restore the full effect of this Agreement, and
- (ii) to minimise the negative impacts resulting from such regulations, decision or contract on any affected Approved Infrastructure Projects, and
- (iii) to restore the economic equilibrium of any affected Approved Infrastructure Projects.

In the event the economic equilibrium of affected Approved Infrastructure Projects cannot be restored, the Party invoking its public policy shall indemnify in full any affected party.

Each of the Parties warrants to take any action required to give full effect to the consensus reached within the Inter-Ministerial Committee.

CHAPTER 2: ACCESS TO TRANSPORT INFRASTRUCTURES AND TRANSPORT SERVICES

ARTICLE 4: RIGHT OF ACCESS TO TRANSPORT INFRASTRUCTURES AND TRANSPORT SERVICES

4.1. With regard to access to Transport Infrastructures and Transport Services, Liberia recognises and guarantees the principle of equivalence of Guinean Mining Operators and public Guinean entity to Liberian economic operators. Guinean Mining Operators will be treated without discrimination on the basis of their nationality, or the quality, nature or origin of the products to be transported to Liberia.

The Parties agree that conditions of access granted to a private entity in Liberia utilizing the Transport Infrastructure or Transport Services prior to the date of this Agreement shall not be regarded or construed as discriminatory.

The granting of any exceptional incentives by Guinea and/or Liberia to facilitate the bankability and/or the implementation of a Mining Project and/or of an Approved Infrastructure Project shall not be regarded or construed as discriminatory incentives as long as it is compliant with the Objective. The granting of such exceptional incentives by Guinea and/or Liberia shall be discussed to reach a consensus within the Monitoring Committee.

4.2. The principle of access by Guinean Mining Operators to Infrastructures and/or Transport Services in Liberia (the "Right of Access") applies to all types of Transport Infrastructure and all types of Transport Services, existing at the date of this Agreement or which will come into existence during the term of this Agreement.

The Right of Access also applies whether the Transport Infrastructure is owned or controlled by public or private operating entities in Liberia and whether the Transport Services are provided by public or private Transport Infrastructure Operators in Liberia.

The implementation of this Right of Access to any new Transport Infrastructure and/or Transport Services will be executed via either legal instruments or contracts.

For existing Transport Infrastructure or Transport Services under contract with private party where such Right of Access is not provided or is provided but not in accordance with the terms of this Agreement, Liberia commits to integrate the Right of Access, as set forth in this Agreement, in any amendments, renewal or new contracts covering these existing Transport Infrastructure and/or Transport Services.

4.3. The Right of Access applies in variety of situations such as:

- (i) A private and/or Guinean Mining Operator wishing to use Transport Infrastructure and/or Transport Services in Liberia;
- (ii) A private Guinean Mining Operator building new Transport Infrastructure in Liberia;
- (iii) A public Guinean entity wishing to develop in Liberia a new corridor for a Mining Project.

4.4. In order for the provisions of articles 4.1, 4.2 and 4.3 to be effective, Liberia shall grant, and shall ensure that public or private Transport Operators established in Liberia to whom Liberia has granted and shall grant the right to operate Transport Services or Transport Infrastructure on the territory of Liberia, shall grant, by contract, to Mining Operators and their subcontractors or Transport Service providers, non-discriminatory access conditions (technical, financial, commercial, etc.) to Transport and Infrastructure Services and/or Transport Infrastructures and/or Transport Services, at comparable commercial conditions to the commercial conditions granted to any entity established in Liberia after the date of this Agreement having access to such Transport and Infrastructure Services and/or Transport Infrastructures and/or Transport Services.

4.5. In the event of a request for a Right of Access to a Transport Infrastructure involving infrastructure works (creation, rehabilitation, extension, reinforcement, etc.) (the "Works"), the requesting Guinea Mining Operator shall provide any feasibility study required in Liberia for such Works.

4.6. The maintenance in force of any Right of Access is subject to the compliance by any Mining Operator benefiting from the Right of Access with:

- (i) the rules applicable in Liberia to economic operators having access to Transport Services or Transport Infrastructure;
- (ii) the contractual provisions between the Mining Operator and the owner or operator of the Transport Infrastructure concerned, or the provider of the Transport Services

concerned where the Right of Access gives rise to a contract governing the operational terms of such access.

ARTICLE 5: REVIEW OF REQUESTS FOR ACCESS

The implementation of the provisions of article 4 is subject to following procedure.

- 5.1. The Mining Operator shall first file a request with the Minister in charge of Mines of Guinea (i) presenting in details the Infrastructure Project and (ii) demonstrating that access to Transport Infrastructure(s) or to Infrastructures and Transport Services in Liberia is essential to the feasibility of the Mining Project (the **"Request for Eligibility"**).

The Minister in charge of Mines, in close cooperation with competent authorities in Guinea shall appraise whether the Infrastructure Project detailed in the Request for Eligibility is compliant with the Objectives (the **"Appraisal"**). If the Infrastructure Project is appraised as compliant with the Objectives, the Infrastructure Project shall be deemed an Approved Infrastructure Project and the Minister in charge of Mines in Guinea shall inform in writing the Minister in charge of Transport in Liberia and the Mining Operator in question of the outcome of the Appraisal. If the Infrastructure Project is appraised as non-compliant with the Objectives, the Minister in charge of Mines in Guinea shall inform in writing the Mining Operator that its Request for Eligibility is rejected.

- 5.2. If the Appraisal states that the Infrastructure Project detailed in the Request for Eligibility is compliant with the Objectives and therefore qualifies as an Approved Infrastructure Project, the Mining Operator requesting a Right of Access shall file a request for access with the Ministry in charge of Transport or any entity in Liberia designated by the Ministry in charge of Transport having legal authority in Liberia to grant access to Transport Services and/or Transport Infrastructures in Liberia (the **"Request for Access"**).

The Mining Operator shall provide a copy of the Request for Access to (i) the Ministry in charge of Finance and the National Investment Commission in Liberia and (ii) to the Minister in charge of Mines in Guinea.

- 5.3. The Request for Access shall contain all reasonable information set forth in Appendix A to enable Liberia to assess the feasibility of the requested access.

Upon receipt of the Request for Access, Liberia shall inform the requesting Mining Operator in writing whether the Request for Access is complete or not within ten (10) business days of the receipt of the Request for Access. If the Request for Access does not contain all information set forth under Appendix A or if the existing regulations in Liberia require additional information for the granting of the Right of Access, Liberia shall inform the requesting Mining Operator of missing information within ten (10) business days of the receipt of the Request for Access. Failure to inform the requesting Mining Operator within such ten (10) business days timeframe of any missing information, the Request for Access shall be deemed complete.

5.4. Liberia undertakes to make a decision on any Request for Access within thirty (30) business days of the date of receipt of the complete Request for Access taking into account, inter alia, the Appraisal. In the event of a Request for Access resulting in the performance of the Works, Liberia undertakes to take a decision on the Request for Access within ninety (90) business days of the date of receipt of the request.

If Liberia expects a delay in making a decision on the Request for Access, it shall inform the Monitoring Committee to discuss a new timeframe for said decision making. Liberia shall inform the requesting Mining Operator of an expected delay in analyzing its Request for Access. Once a consensus has been reached within the Monitoring Committee on a new timeframe for decision-making, Liberia shall provide the requesting Mining Operator with the new timeframe.

5.5. Following the examination of any Request for Access, Liberia shall inform the requesting Mining Operator and the Monitoring Committee of the outcome of the examination of the Request for Access.

5.6. Liberia acknowledges that the information that the requesting Mining Operator will communicate in the context of its Right of Access request is strictly confidential and is commercially sensitive information. Consequently, Liberia may not communicate all or part of this information to any third party, whether private, public or otherwise, including the owner, manager or operator of the Transport Infrastructure concerned or the provider of the Transport Services concerned for any reason whatsoever, even if the request for a Right of Access is refused.

5.7. Any refusal of a Request for Access must be justified. Liberia acknowledges that any consideration to deny the Request for Access must be submitted to the Monitoring Committee for its opinion before a final decision is taken. The members of the Monitoring Committee will endeavour to propose solutions to ensure a favourable response to the Request for Access, if necessary by suggesting that the Request for Access be amended. Liberia will decide definitively on the Request for Access only after receipt of the opinion of the Inter-Ministerial Committee. Liberia undertakes to give full effect to the consensus reached within the Inter-Ministerial Committee.

ARTICLE 6: EXECUTION OF THE RIGHT OF ACCESS TO RAILWAY INFRASTRUCTURE

6.1. Once a Right of Access is granted, Liberia shall make its best efforts to facilitate the effectiveness of the Right of Access and in particular, the execution of any agreement implementing such Right of Access within a timeframe that is compatible with the Approved Infrastructure Project's and related Mining Project implementation calendar.

If the Mining Operator and the Transport Infrastructure Operator cannot reach an agreement within a timeframe that is compatible with the Approved Infrastructure Project's implementation and related Mining Project calendar, it shall inform the Monitoring Committee. The Monitoring Committee shall advise the Mining Operator and the Transport Infrastructure Operator on the possible ways to reach an agreement.

If, further to the advice of the Monitoring Committee, the Mining Operator and the Transport Infrastructure Operator cannot reach an agreement, the Inter-Ministerial Committee shall propose the designation of an expert by the Mining Operator and the Transport Infrastructure Operator. The mandate of the expert shall be to conciliate the Mining Operator and the Transport Infrastructure Operator, in view of reaching an agreement in a timely manner compatible with the Approved Infrastructure Project's and related Mining Project implementation calendar.

The Mining Operator shall inform the Ministry in charge of Mines of Guinea, with copy to the Monitoring Committee of the implementation of the Right of Access every Quarter for the duration of the Access Agreement.

- 6.2. The Parties acknowledge that the model of an independent operator for the operation of any railway line between Guinea and Liberia for the evacuation of Mining Products and Derivatives is, among the different possible operating models, the operating model that should be favoured, especially when the request for a Right of Access concerns either an existing but dormant line, or a non-existent Railway Infrastructure to be created.
- 6.3. In the context of the examination of any request for a Right of Access to Railway Infrastructure, Liberia will analyse the extent to which a single independent operator scheme can be put in place. If the independent operator scheme under current conditions cannot be implemented swiftly, Liberia will then submit its analysis, including alternative models, to the Monitoring Committee for advice with a view to negotiation between Liberia and Guinea.
- 6.4. The choice of the operational model proposed by Liberia for the exercise of the Right of Access to Railway Infrastructure shall be submitted to the Inter-Ministerial Committee for its opinion before giving rise to a final decision made by Liberia.

ARTICLE 7: OPERATIONAL AGREEMENTS AND FACILITATION

- 7.1. In order to facilitate access to Infrastructures and Transport Services and to harmonize the way Right of Access is granted in Liberia, the Technical Secretariat, mentioned under article 9.3, shall draft and submit to the approval of the Monitoring Committee:
- A draft agreement between the Parties on specific commitments of both countries for the implementation of any given project.
 - A draft Access Agreement form and/or guidelines for the drafting of Access Agreement between the Guinean Mining Operator and Liberia; The signature of this Access Agreement will constitute a condition precedent to the entry into force of the Mining Contract between the Mining Operator and Guinea.
 - A draft multi-users agreement form and/or guidelines for the drafting of multi-users agreement between the Infrastructure Operator and the Mining Operator.
 - Any draft agreement the Technical Secretariat or the Inter-Ministerial Committee would consider as useful.

- Draft simplified customs procedures (customs documents, customs procedures and customs control) such as common customs documents, computerisation of customs procedures and documents with data exchange between the Parties, a single window for customs formalities, etc.

The Technical Secretariat shall obtain the written opinion of the relevant ministries and agencies, including specifically the Ministry of Justice and the Revenue Authority/Customs Authority of Liberia and Guinea prior to submission of the draft documents to the Inter-Ministerial Committee for approval.

Each Party undertakes to popularize the use of those agreements, guidelines, and custom procedures in its country.

- 7.2. In case the granting or licensing and/or the implementation of the Right of Access for any given Infrastructures and Transport Services Project requires the written consent or support or facilitation of either Liberia or Guinea or of both countries, each of the Parties undertakes, in compliance and within the limits set forth in this Agreement and in its own regulations, to provide the Infrastructures and Transport Services in question with the required consent, support or facilitation.
- 7.3. Liberian regulations shall apply to Transport Infrastructures and Transport Services in Liberia. Guinean regulations shall apply to Mining Projects and Mining Infrastructures in Guinea.

CHAPTER 3: INSTITUTIONS - CONTROL AND HARMONISATION

ARTICLE 8: HARMONISATION AND COMMON RULES

8.1 The constant transit of flows of Mining Products and Derivatives and personnel first requires harmonised rules, and then common rules, in particular on:

- Transport Services,
- the Right of Access and Shared-use of Transport Infrastructures,
- the licensing of Transport Operators,
- transport safety and security,
- customs control,
- immigration control.

8.2 The Parties undertake to cooperate in order to harmonize their respective legal and regulatory framework applicable to Transport Infrastructure and Transport Services for the full implementation of this Agreement.

8.3 Notwithstanding article 8.2, the long-term intent of the Parties is to set up common rules applicable to Transport Infrastructure and Transport Services for the full implementation of this Agreement.

ARTICLE 9: INTER-MINISTERIAL COMMITTEE, MONITORING COMMITTEE AND TECHNICAL SECRETARIAT

9.1 Inter-Ministerial Committee

9.1.1. An Inter-Ministerial Committee between Guinea and Liberia is hereby established (the "Inter-Ministerial Committee").

Composition

9.1.2. The Inter-Ministerial Committee is a strategic and political structure comprising a maximum of eighteen (18) permanent members: nine (9) designated by Liberia and nine (9) designated by Guinea. The Inter-Ministerial Committee may occasionally convene any other authority, which has competency in the matters where the Inter-Ministerial Committee must give an opinion or make a proposal.

9.1.3. The following authorities are members of the Inter-Ministerial Committee:

- For Guinea:

- the Minister in charge of Mines,
- the Minister in charge of Transport,
- the Minister in charge of Private Investment,
- the Minister in charge of Finances,
- the Minister in charge of Budget,
- the Minister in charge of Territory administration,
- the Minister in charge of Security, and
- the Minister in charge of Defence, and
- the Minister in charge of Cooperation & Regional Integration.

Each Minister may designate a representative to seat in his or her absence.

- For Liberia:

- the Minister in charge of Transport,
- the Minister in charge of Mines;
- the Minister in charge of Finance and Development Planning,

- the Minister in charge of Justice,
- the Managing Director of the National Port Authority,
- the Minister State for Presidential Affairs,
- the Minister in charge of Internal Affairs,
- the Commissioner General of the Liberia Revenue Authority, and
- the Chairman of the National Investment Commission.

Each member may designate a representative in his or her absence.

9.1.3 As from the Effective Date of this Agreement, each member to the Inter-Ministerial Committee shall formally appoint a person to serve as a focal point for communication and operational coordination with his or her department in the implementation of this Agreement.

Mission

9.1.4. The Inter-Ministerial Committee in the charge of the facilitation of the implementation of this Agreement. In this respect, it shall work on the elaboration of any harmonized, and if any common, rules and regulations, between Guinea and Liberia applicable to the cross-border transportation of goods and, in particular, of Mining Products and Derivatives and of the shared-use of its Transport Infrastructures

9.2. Monitoring Committee

9.2.1. A Monitoring Committee is established between Guinea and Liberia is hereby established (the "Monitoring Committee").

The Monitoring Committee is a technical structure comprising a maximum of six (6) permanent members: three (3) designated by Liberia and three (3) designated by Guinea. The Monitoring Committee may occasionally convene any other authority, which has competency in the matters where the Monitoring Committee must give an opinion or make a proposal.

Composition

9.2.2. The following authorities are members of the Monitoring Committee:

- For Guinea:
 - a representative of the Minister in charge of Mines,
 - a representative of the Minister in charge of Transport, and
 - a representative of the Minister in charge of Budget
- For Liberia:

- a representative of the Minister in charge of Transport,
- a representative of the Minister in charge of Mines; and
- a representative of the Minister in charge of Finance.

Mission

- 9.2.3. The Monitoring Committee shall meet for any matter relating to the Right of Access with regard to:
- compliance with commitments and deadlines for processing requests for Right of Access,
 - compliance with the principles of non-discrimination in access to Transport Services and/or Infrastructure,
 - common procedures for control and security,
 - establishment of pricing principles,
 - harmonisation of fiscal framework applicable for each project,
 - harmonisation and common rules, standard contracts and procedures for Guinea and Liberia to grant and exercise the Right of Access,
 - prevention of any disputes by Mining Operators in Guinea who have been denied a Right of Access or for whom their requests for a Right of Access have not been decided,
 - examination, for each individual application for a Right of Access, of any incentive measure for the development of Transport Services and/or Infrastructures, in particular fiscal, parafiscal and/or customs incentives,
 - examination of the Mining Operator's reports related to the Right of Access,
 - making sure the implementation of Right of Access is compliant with the Objectives,
 - formulation of proposals for joint Transport Infrastructure development projects in Liberia and Guinea,
 - monitoring of this Agreement.
- 9.2.4. The Monitoring Committee reports to the Inter-Ministerial Committee, issues opinions and makes proposals to the Inter-Ministerial Committee, which after analysis and approval shall transmit such proposal to the governments of Guinea and Liberia.
- 9.2.5. Each Party undertakes to enforce proposals endorsed by both Parties.

9.3. Technical Secretariat

9.3.1. The Monitoring Committee is assisted by a technical secretariat whose mission is to prepare dossiers and draft opinions and proposals (the "Technical Secretariat"). The permanent members Technical Secretariat comprises:

- For Guinea:
 - a representative of the Minister in charge of Mines,
 - a representative of the Minister in charge of Transport, and
 - a representative of the Minister in charge of Private Investment;
 - a representative of the Minister in charge of Justice
- For Liberia:
 - a representative of the Minister in charge of Transport,
 - a representative of the Minister in charge of Mines;
 - a representative of the Minister in charge of Finance, and
 - a representative of the Minister in charge of Justice

9.4. Functioning

- 9.4.1. As soon as possible, but in no case later than six (6) months after the entry into force of this Agreement, the Inter-Ministerial Committee and the Monitoring Committee shall adopt their internal regulations relating to its functioning.
- 9.4.2. The Inter-Ministerial Committee meets once a year or at the request of either Party.
- 9.4.3. The Monitoring Committee meets as many times as necessary.
- 9.4.4. The inter-Ministerial Committee and the Monitoring Committee meet and deliberates validly as soon as a quorum of half of its members is reached.
- 9.4.5. Each of the Parties shall bear the costs of the participation of its respective members and representatives to both the Inter-Ministerial Committee, Monitoring Committee and the Technical Secretariat.

CHAPTER 4: RISK MANAGEMENT

ARTICLE 10: JOINT COMMITMENT OF THE PARTIES

10.1 Security and transport police

Each Party shall ensure the safe transport of Mining Products and Derivatives, goods and personnel of Mining Operators with a Right of Access and shall be responsible for the implementation and enforcement on its own territory of measures to ensure such safety. The

Parties shall ensure that their respective departments in charge of transport safety cooperate and exchange information on movements of Mining Products and Derivatives and personnel involved in Mining Projects during the exercise of the Right of Access.

To this end, Guinea shall ensure that Guinean Mining Operators with a Right of Access, and Liberia with Transport Service Providers as well as owners, managers and operators of Transport Infrastructure, are required to provide with relevant information for safety and security purposes to their respective authorities so that these can be shared as per the preceding paragraph.

Security measures must be sized and implemented in such a way that they do not hinder the exercise of the Right of Access.

10.2 Customs controls and procedures

In order to facilitate the transport from Guinea and through the Liberian territory of Mining Products and Derivatives and personnel of Guinea's Mining Operators benefiting from a Right of Access, and eventually of other passengers as a different category, measures to facilitate border crossings must be put in place by each Party on its territory.

To this end, the Parties agree to set up simplified customs procedures (customs documents, customs procedures and customs control) such as common customs documents, computerisation of customs procedures and documents with data exchange between the Parties, a single window for customs formalities, etc.

For certainty, each country maintains under exceptional circumstances its ability to exercise its right related to security and national integrity.

ARTICLE 11: COMMITMENTS BY LIBERIA

Liberia undertakes not to take any measures which might affect, in whatever manner, the ownership and/or the use of the means of transport of Guinean Mining Operators benefiting from a Right of Access, such as rolling stock, or Mining Products and Derivatives and goods that they transport or have transported, the only exception being for reasons of public order or breach of public security to prevent imminent harm.

ARTICLE 12: COMMITMENTS BY GUINEA

Guinea warrants that any transport of goods and personnel of the Mining Operators benefiting from a Right of Access shall be only Mining Products and Derivatives and personnel involved in Guinean Mining Projects and shall cause Mining Operators to clearly identify the sender, content and destination of the goods and transported personnel.

CHAPTER 5: VARIOUS AND FINAL PROVISIONS

ARTICLE 13: DURATION AND ENTRY INTO FORCE

13.1 This Agreement shall enter into force when each Contracting Party has notified the other of the completion of its necessary internal procedures for entry into force (the "Effective date").

13.2 This Agreement is concluded for an unlimited term. Each Party (the "Terminating Party") shall be entitled to terminate this Agreement by serving a written notice of termination to the other Party.

Such termination shall become effective on the first day of the month following the expiration of a period of one (1) year after the date of receipt of the written notice of termination by the Terminating Party.

Termination of this Agreement shall not prejudice the Right of Access granted on the effective date of termination nor any agreement deriving from this Agreement, such as Access Agreements.

13.3 Article 3.4 shall survive the termination of this Agreement.

ARTICLE 14: REVIEW OF THE AGREEMENT

The Parties shall meet every five (5) years as from the date of entry into force of this Agreement to appraise whether the implementation of this Agreement meets the Objectives and, if any, to amend this Agreement if Objectives are not met or fully met.

In addition to the review provided for above, each Party may at any time request a consultation with the other Party with respect to any matter affecting the implementation of this Agreement and, if any, to amend this Agreement if Objectives are not met or fully met.

ARTICLE 15: LANGUAGE OF THE AGREEMENT

This Agreement is drafted in French and in English language. Both drafting has equal authority. In case of difference in the interpretation of any provision of this Agreement, the interpretation which best implements the objective and purpose of this Agreement shall prevail.

ARTICLE 16: DISPUTE RESOLUTION

16.1 The Parties shall seek to resolve any dispute concerning the validity, interpretation, enforcement or the termination of this Agreement through early consultations.

16.2 If a dispute has not been settled by means of consultations within three (3) months, the Parties may jointly seek the good offices of, or request mediation by, an independent third party.

16.3 In the event of a dispute between the Parties concerning the validity, the interpretation, the enforcement or the termination of this Agreement, the dispute shall be finally settled by

arbitration in accordance with the UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules then in force. The decision of an arbitration shall be final and binding on the Parties.

Signed in four (4) originals counterparts in Monrovia, Liberia on 11th October 2019

By and between

The Republic of Liberia a represented by:

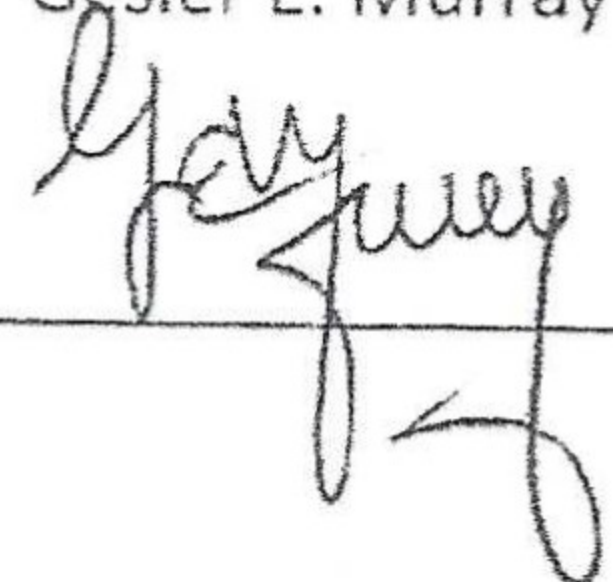

The Republic of Guinea represented by:

Minister of Mines and Energy

Minister of Mines and Geology

Mr. Gesler E. Murray

Mr. Abdoulaye Magassouba


_____

Appendix A: List the minimum required information to provide with requests for Right of Access (depending of the degree of readiness of the project)

	Prospection Stage	Pre-feasibility Stage	Feasibility Stage
Administrative Information	<ul style="list-style-type: none"> • Certificate of incorporation in Guinea (or equivalent) • Guinean Mining Title 	<ul style="list-style-type: none"> • Certificate of incorporation in Guinea (or equivalent) • Guinean Mining Title 	<ul style="list-style-type: none"> • Certificate of incorporation in Guinea (or equivalent) • Guinean Mining Title
Technical Information	<ul style="list-style-type: none"> • Project Memorandum <ul style="list-style-type: none"> ◦ describing the main technical transportation requirements ◦ High level assessment of Transport Infrastructure requirement in Liberia 	<ul style="list-style-type: none"> • Pre-feasibility assessment of transportation requirements • Transport Pre-feasibility studies (in case of Infrastructure investment) • Preliminary Environmental and Social Impact Assessment (ESIA) on the infrastructure 	<ul style="list-style-type: none"> • Pre-feasibility assessment of transportation requirements • Transport Pre-feasibility studies (in case of Infrastructure investment) • Full ESIA on Transport Infrastructure • Associated Environmental and Social Management Plan (ESMP)
Financial Information	<ul style="list-style-type: none"> • First estimated cost of the Transport Infrastructure project 	<ul style="list-style-type: none"> • Preliminary Financial Analysis of the Transport Infrastructure project 	<ul style="list-style-type: none"> • Detailed Financial Analysis of the Transport Infrastructure project
Fiscal Information	NA	<ul style="list-style-type: none"> • Proposed incentive measure for the development of Transport Services and/or Transport Infrastructures, in particular fiscal, parafiscal and/or customs incentives 	<ul style="list-style-type: none"> • Agreed incentive measures for the development of Transport Services and/or Transport Infrastructures, in particular fiscal, parafiscal and/or customs incentives

**"AN ACT RATIFYING THE IMPLEMENTATION AGREEMENT
BETWEEN THE REPUBLIC OF GUINEA AND THE REPUBLIC OF
LIBERIA"**

*It is enacted by the Senate and House of Representatives of the Republic of
Liberia in Legislature assembled:*

SECTION I:

That from and immediately upon the passage of this **"ACT RATIFYING THE
IMPLEMENTATION AGREEMENT BETWEEN THE REPUBLIC OF
GUINEA AND THE REPUBLIC OF LIBERIA"** as herein recited below word
for word in the authentic English version be and the same is hereby ratified to give
full force and effect to the provisions as contained herein.

SECTION II: SHORT TITLE:

This Act shall also be cited as **"IMPLEMENTATION AGREEMENT
BETWEEN THE REPUBLIC OF GUINEA AND THE REPUBLIC OF
LIBERIA"**

SECTION III:

That any and all obligations, covenants, terms and conditions as contained in the
above mentioned **"ACT RATIFYING THE IMPLEMENTATION
AGREEMENT BETWEEN THE REPUBLIC OF GUINEA AND THE
REPUBLIC OF LIBERIA"** shall be carried into full completion unless otherwise
modified, amended, or repealed.

SECTION IV: This Act, shall take effect immediately upon publication into
handbills.

"ANY LAW TO THE CONTRARY NOTWITHSTANDING"

-2020-

THIRD SESSION OF THE FIFTY-FOURTH LEGISLATURE
OF THE REPUBLIC OF LIBERIA

SENATE'S ENGROSSED BILL NO. 3 ENTITLED:

"AN ACT RATIFYING THE IMPLEMENTATION
AGREEMENT BETWEEN THE REPUBLIC OF
GUINEA AND THE REPUBLIC OF LIBERIA"

On Motion, the Bill was read. On motion, the Bill was
adopted on its first reading and sent to committee Room on
Tuesday, March 24, 2020 at the hour of 12:49 G.M.T.

On Motion, the Bill was taken from Committee Room for its
second reading. On motion, under the suspension of the rule,
the second reading of the Bill constituted its third and final
reading and the Bill was adopted, passed into the full force of
the law and ordered engrossed today, Monday, April 6, 2020
at 13:50 G.M.T


SECRETARY OF THE LIBERIAN SENATE, R.L.

-2021-

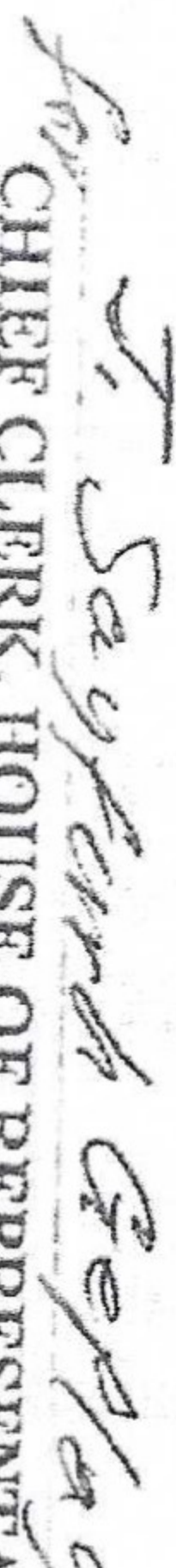
FOURTH SESSION OF THE FIFTY-FOURTH
LEGISLATURE OF THE REPUBLIC OF LIBERIA

HOUSE'S ENDORSEMENT TO SENATE'S ENGROSSED BILL
NO. 3 ENTITLED:

"AN ACT RATIFYING THE IMPLEMENTATION
AGREEMENT BETWEEN THE REPUBLIC OF
GUINEA AND THE REPUBLIC OF LIBERIA"

On Motion, the Bill was read. On motion, the Bill was
adopted on its first reading and sent to committee Room on
Tuesday, June 2, 2020 at 13:25 G.M.T.

On Motion, the Bill was taken from Committee Room for its
second reading. On motion, under the suspension of the rule,
the second reading of the Bill constituted its third and final
reading and the Bill was adopted, passed into the full force of
the law and ordered engrossed today, Tuesday, May 4, 2021 at
14:56 G.M.T.


J. Sayfunda Gephay
CHIEF CLERK, HOUSE OF REPRESENTATIVES, R. L.

-2021-

ATTESTATION TO:

"AN ACT RATIFYING THE IMPLEMENTATION
AGREEMENT BETWEEN THE REPUBLIC OF GUINEA AND
THE REPUBLIC OF LIBERIA"

Albert Chie

for VICE PRESIDENT OF THE REPUBLIC OF LIBERIA/
PRESIDENT OF THE SENATE

[Signature]

SECRETARY, LIBERIAN SENATE

[Signature]

SPEAKER, HOUSE OF REPRESENTATIVES, R.L.

for J. Sayfark Geplay

CHIEF CLERK, HOUSE OF REPRESENTATIVES, R.L.



SECRETARY OF THE SENATE



The Liberian Senate

CAPITOL BUILDING, CAPITOL HILL, MONROVIA, LIBERIA
WEST AFRICA

-2021-

FOURTH SESSION OF THE FIFTY-FOURTH LEGISLATURE OF THE REPUBLIC
OF LIBERIA

SCHEDULE OF SENATE'S ENROLLED BILL NO. 1 ENTITLED:

**"AN ACT RATIFYING THE IMPLEMENTATION
AGREEMENT BETWEEN THE REPUBLIC OF GUINEA AND
THE REPUBLIC OF LIBERIA"**

PRESENTED TO THE PRESIDENT OF THE REPUBLIC OF LIBERIA FOR EXECUTIVE
APPROVAL

APPROVED THIS: 6th DAY OF MAY A.D. 2021

AT THE HOUR OF 15:30 PM

THE PRESIDENT OF THE REPUBLIC OF LIBERIA