
LOAN NUMBER 9200-CN

Program Agreement

(Hunan Subnational Governance and Rural Public Service Delivery Program for Results)

between

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

and

HUNAN PROVINCE

PROGRAM AGREEMENT

AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) and HUNAN PROVINCE (“Program Implementing Entity”) (“Program Agreement”) in connection with the Loan Agreement (“Loan Agreement”) of the Signature Date between PEOPLE’S REPUBLIC OF CHINA (“Borrower”) and the Bank, concerning Loan No. 9200-CN. The Bank and the Program Implementing Entity hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to the Loan 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 Loan Agreement or the General Conditions.

ARTICLE II — PROGRAM

- 2.01. The Program Implementing Entity declares its commitment to the objectives of the Program. To this end, the Program Implementing Entity shall carry out the Program in accordance with the provisions of Article V of the General Conditions and the Schedule to this Agreement, and shall provide promptly as needed, the funds, facilities, services and other resources required for the Program.

ARTICLE III — REPRESENTATIVE; ADDRESSES

- 3.01. The Program Implementing Entity’s Representative is its Governor or a Vice-Governor or such other person as said Governor, or a Vice-Governor shall designate in writing.
- 3.02. For purposes of Section 10.01 of the General Conditions:

(a) the Bank’s address is:

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

(b) the Bank’s Electronic Address is:

Facsimile:

1-202-477-6391

- 3.03. For purposes of Section 10.01 of the General Conditions:

(a) the Program Implementing Entity's address is:

No. 1 ChengNan West Road
Tianxin District, Changsha
Hunan Province
People's Republic of China; and

(b) the Program Implementing Entity's Electronic Address is:

| | |
|---------------|------------------|
| Facsimile: | E-mail: |
| 0731-85165323 | 739827672@qq.com |

AGREED as of the later of the two dates written below.

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By



Authorized Representative

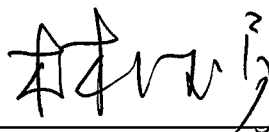
Name: Martin Raiser

Title: Country Director, China

Date: March 8, 2021

HUNAN PROVINCE

By



Authorized Representative

Name: Lin Deyong
Deputy Director General

Title: Hunan Provincial Finance Department

Date: March 8, 2021

SCHEDULE

Program Execution

Section I. Implementation Arrangements

A. Program Fiduciary, Environmental and Social Systems

Without limitation on the provisions of Article V of the General Conditions, the Program Implementing Entity shall carry out the Program in accordance with financial management, procurement and environmental and social management systems acceptable to the Bank which are designed to ensure that:

1. the Loan proceeds are used for their intended purposes, with due attention to the principles of economy, efficiency, effectiveness, transparency, and accountability; and
2. the actual and potential adverse environmental and social impacts of the Program are identified, avoided, minimized, or mitigated, as the case may be, all through an informed decision-making process.

B. Other Program Institutional and Implementation Arrangements

Program Institutions

1. Without limitation on the generality of Part A of this Section I and in order to ensure the proper carrying out of the Program, the Program Implementing Entity shall maintain, and cause to be maintained, the following entities, with composition, powers, functions, staffing, facilities and other resources acceptable to the Bank:

(a) at the provincial level:

- (i) the Program Steering Committee, responsible for providing leadership, policy guidance and coordination in the preparation and implementation of the Program; and
- (ii) the Program Management Office, responsible for supporting the coordination, management, reporting, and supervision of the Program, including coordination with the line departments and the Pilot Counties on Program implementation.

(b) at the county level:

- (i) a steering committee in each Pilot County, responsible for providing overall policy, financial and institutional guidance on Program implementation and facilitating coordination among different implementing agencies within its respective jurisdiction; and

- (ii) a management office in each Pilot County, responsible for implementation of the Program at the county level, and coordinating day-to-day activities with the Program Management Office and other agencies, monitoring Program implementation within the county concerned.

Program Action Plan

- 2. Without limitation on the generality of Part A of this Section I, the Program Implementing Entity shall, and shall cause the Pilot Counties to:
 - (a) undertake the actions set forth in the Program Action Plan;
 - (b) not amend, revise or waive, nor allow to be amended, revised or waived, the provisions of the Program Action Plan, or any provision thereof, without the prior written agreement of the Bank; and
 - (c) maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with guidelines acceptable to the Bank, the implementation of the Program Action Plan.

Program Implementation Manual

- 3. Without limitation on the generality of Part A of this Section I, the Program Implementing Entity shall, and shall cause the Pilot Counties to apply, throughout the period of Program implementation, the Program Implementation Manual in a timely and efficient manner acceptable to the Bank. The Program Implementing Entity shall, and shall cause the Pilot Counties to, not amend, suspend, or waive said Program Implementation Manual or any provision or schedule thereof, without the prior written agreement of the Bank. In the event of any inconsistency between the provisions of the Program Implementation Manual and those of this Agreement or the Loan Agreement, the provisions of this Agreement and the Loan Agreement shall prevail.

Section II. Excluded Activities

The Program Implementing Entity shall ensure that the Program shall exclude any activities which:

- A. in the opinion of the Bank are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
- B. involve the procurement of: (1) works, estimated to cost \$115 million equivalent or more per contract; (2) goods, estimated to cost \$75 million equivalent or more per contract; (3) non-consulting services, estimated to cost \$75 million equivalent or more per contract; or (4) consultants' services, estimated to cost \$30 million equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation

1. The Program Implementing Entity shall monitor and evaluate the progress of the Program and prepare Program Reports in accordance with the provisions of Section 5.08 of the General Conditions. Each Program Report shall cover the period of one (1) calendar semester, and shall be furnished to the Borrower and the Bank not later than sixty (60) days after the end of the period covered by such report for submission to the Borrower and the Bank.
2. Without limitation to the provisions of the preceding paragraph, the Program Implementing Entity shall prepare, under terms of reference acceptable to the Bank, and furnish to the Bank no later than June 30, 2023, a consolidated mid-term review report for the Program, summarizing the results of the monitoring and evaluation activities carried out from the inception of the Program, and setting out the measures recommended to ensure the efficient completion of the Program and to further the objectives thereof.
3. The Program Implementing Entity shall provide to the Borrower not later than the Closing Date, for incorporation in the report referred to in Section 5.08(c) of the General Conditions all such information as the Borrower or the Bank shall reasonably request for the purposes of that Section.
4. The Program Implementing Entity shall, not later than three (3) months after the Effective Date, hire, and thereafter maintain, throughout the period of Program implementation, verification agent(s) having experience and qualifications in the relevant technical fields, acceptable to the Bank, and under terms of reference, including a time-table and adequate budget for its activities, acceptable to the Bank, to monitor and verify the achievement of the DLRs.