
LOAN NUMBER 9354-CN

Program Agreement

(Yellow River Basin Ecological Protection and Environmental Pollution Control Program)

between

INTERNATIONAL BANK

FOR

RECONSTRUCTION AND DEVELOPMENT

and

HENAN PROVINCE

PROGRAM AGREEMENT

AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) and HENAN 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. 9354-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 its Respective Part of 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 its Respective Part of 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:

25 Jing-San Road
Jing-Shui District
Zhengzhou, Henan Province; and

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

Facsimile:

E-mail:

0371—65808723

hnsctwjc@163.com

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

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By

Mara Warwick

Authorized Representative

Name: Mara warwick

Title: Country Director.

Date: 21-Mar-2024

HENAN PROVINCE

By

Sun Shougang

Authorized Representative

Name: sun Shougang

Title: Executive Vice Governor

Date: 26-Mar-2024

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 its Respective Part of 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 for its Respective Part of the Program 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 its Respective Part 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, 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 provincial level:
 - (i) the Provincial Program Steering Group responsible for providing leadership, policy guidance and coordination in the preparation and implementation of its Respective Part of the Program; and
 - (ii) the Provincial Program Management Office responsible for supporting the coordination, management, reporting, and supervision of the activities under paragraph 4(b) of Schedule 1 to the Loan Agreement, including coordination with the Basin Program Management Office, the provincial line departments and the Demonstration Sub-provincial Entities on the implementation of its Respective Part of the Program.
 - (b) at sub-provincial level:
 - (i) a steering group in each of the Demonstration Sub-provincial Entities responsible for providing overall policy, financial and institutional guidance on Program implementation and facilitating coordination among different implementing agencies within its respective jurisdiction;

- (ii) a management office in each of the Demonstration Sub-provincial Entities responsible for implementation of the Program within its respective jurisdiction, coordinating day-to-day activities and monitoring Program implementation within its respective jurisdiction; and
- (iii) an expert group at the municipal level responsible for providing technical support and expert advice for Program implementation.

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 Demonstration Sub-provincial Entities to:
 - (a) undertake the actions set forth in the Program Action Plan (as it relates to its Respective Part of the Program);
 - (b) not amend, revise or waive, nor allow to be amended, revised or waived, the provisions of the Program Action Plan (as it relates to its Respective Part of the Program), 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 (as it relates to its Respective Part of the Program).

Program Implementation Plan

3. Without limitation on the generality of Part A of this Section I, the Program Implementing Entity shall, and shall cause the Demonstration Sub-provincial Entities to, apply, throughout the period of implementation of its Respective Part of the Program, the Program Implementation Plan in a timely and efficient manner acceptable to the Bank. The Program Implementing Entity shall, and shall cause the Demonstration Sub-provincial Entities to, not amend, suspend, or waive said Program Implementation Plan 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 Plan 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 its Respective Part of 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 seventy-five million Dollars (\$75,000,000) equivalent or more per contract; (2) goods, estimated to cost fifty million Dollars (\$50,000,000) equivalent or more per contract; (3) non-consulting services, estimated to cost fifty million Dollars (\$50,000,000) equivalent or more per contract; or (4) consultants' services, estimated to cost twenty million Dollars (\$20,000,000) equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation

1. The Program Implementing Entity shall, and shall cause the Demonstration Sub-provincial Entities to, monitor and evaluate the progress of its Respective Part of the Program and prepare Program Reports for its Respective Part of the Program 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 Bank not later than sixty (60) days after the end of the period covered by such report.
2. Without limitation to the provisions of paragraph 1 of this Section III, the Program Implementing Entity shall, and shall cause the Demonstration Sub-provincial Entities to, prepare, under terms of reference acceptable to the Bank, and furnish to the Borrower and the Bank no later than December 31, 2026, a consolidated mid-term review report for its Respective Part of the Program, summarizing the results of the monitoring and evaluation activities carried out from the inception of the its Respective Part of the Program, and setting out the measures recommended to ensure the efficient completion of its Respective Part 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 related to its Respective Part of the Program.