
LOAN NUMBER 9553-IN

Program Agreement

(Additional Financing for Resilient Kerala Program)

between

INTERNATIONAL BANK

FOR

RECONSTRUCTION AND DEVELOPMENT

and

STATE OF KERALA

PROGRAM AGREEMENT

AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) and STATE OF KERALA (“Program Implementing Entity”) (“Program Agreement”) in connection with the Loan Agreement (“Loan Agreement”) of the Signature Date between INDIA (“Borrower”) and the Bank, concerning Loan No. 9553-IN. 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 the Additional Chief Secretary and Chief Executive Officer, Rebuild Kerala Initiative, Government of Kerala.
- 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:

Telex:	Facsimile:	E-mail:
248423(MCI) or 64145(MCI)	1-202-477-6391	wbindia@worldbank.org

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

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

Department of Planning and Economic Affairs (RKI)
Government Secretariat
Thiruvananthapuram, 695 001
Kerala, India; and

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

Facsimile: E-mail:

+91-471-2329227 rkisecretariat@gmail.com

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

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By

Auguste Tano Kouame

Authorized Representative

Name: Auguste Tano Kouame

Title: Country Director

Date: 21-Jul-2023

STATE OF KERALA

By

Sanjay Kaul

Authorized Representative

Name: Sanjay Kaul

Title: Secretary (Finance) & CEO (RKI)

Date: 31-Jul-2023

SCHEDULE

Program Execution

Section I. Implementation Arrangements

A. Program Fiduciary, Environmental and Social Systems

1. 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, including those set out in the ESSA, IFSA and the Program Action Plan, which are designed to ensure that:
 - (a) the Loan proceeds are used for their intended purposes, with due attention to the principles of economy, efficiency, effectiveness, transparency, and accountability; and
 - (b) 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

Without limitation on the generality of Part A of this Section I, the Program Implementing Entity shall:

- (a) vest the overall responsibility for implementation, management, and monitoring and evaluation of the Program in the RKI, which shall implement the Program with assistance of the Implementing Agencies; and
- (b) maintain the RKI-IC and HLEC, or other equivalent structures acceptable to the Bank, within the RKI, in order to support Program implementation and oversight.

C. Program Action Plan

1. The Program Implementing Entity shall:
 - (a) implement the Program Action Plan agreed with the Bank, in a manner and substance satisfactory to the Bank; and
 - (b) refrain from amending, revising, waiving, voiding, suspending or abrogating, any provision of the Program Action Plan, whether in whole or in part, without the prior written concurrence of the Bank.
2. In the event of any inconsistency between the provision of the Program Action Plan and those of this Agreement and/or the Loan Agreement, the provision of the latter Agreement(s) shall govern.

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 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) consulting services, estimated to cost twenty million Dollars (\$20,000,000) equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation

A. Program Reports

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 calendar semester and shall be furnished to the Bank not later than forty-five days after the end of the period covered by such report.

B. Independent Verification Agent

The Program Implementing Entity shall:

- 1. maintain, at all times during the implementation of the Program, one or more Independent Verification Agent(s) under terms of reference acceptable to the Bank, to verify the data and other evidence supporting the achievement of one or more DLRs as set forth in the table in Schedule 4 to this Agreement and recommend corresponding payments to be made, as applicable; and
- 2. (i) ensure that the Independent Verification Agent(s) carries out verification and process(es) in accordance with the Verification Protocol; and (ii) submits to the Bank the corresponding verification reports in a timely manner and in form and substance satisfactory to the Bank, prior to submission of any withdrawal application under Categories (1) to (3) of the table in Section IV.A.2 of Schedule 2 to the Loan Agreement.

C. Program Operations Manual

1. The Program Implementing Entity shall:
 - (a) no later than three (3) months after the Effective Date, update the Project Operations Manual in form and substance satisfactory to the Bank;
 - (b) carry out the Program in accordance with the Program Operations Manual;
 - (c) implement the provisions set forth in the Program Operations Manual for the strengthening of the Program Fiduciary, Environmental and Social Systems, in a manner and substance satisfactory to the Bank; and
 - (d) refrain from materially and/or substantially amending, revising, waiving, voiding, suspending or abrogating, any provision of the Program Operations Manual, whether in whole or in part, without the prior written concurrence of the Bank.

D. Protection of Personal Data

The Program Implementing Entity shall:

- (a) ensure that the Program activities involving collection, storage, usage, and/or processing of Personal Data are carried out with due regard to the Borrower's existing legal framework and appropriate international data protection and privacy standards and practices and ensure legitimate, appropriate and proportionate treatment of such data;
- (b) in the event that, during the implementation of the Program, the approval of any new legislation regarding Personal Data protection may have an impact on the activities financed by the Program, ensure that a technical analysis of said impact is conducted, and that the necessary recommendations concluding the assessment and adjustments deemed necessary to efficiently protect Personal Data, are implemented, as appropriate; and
- (c) except as may otherwise be explicitly required or permitted under this Agreement and/or the Loan Agreement, or as may be explicitly requested by the Bank, in sharing any information, report or document related to the activities described in Schedule 1 to the Loan Agreement, ensure that such information, report or document does not include Personal Data.