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**LOAN NUMBER 9307-CN**  
**LOAN NUMBER 9308-CN**

# **Program Agreement**

**(Yangtze River Protection and Ecological Restoration Program)**

**between**

**INTERNATIONAL BANK**

**FOR**

**RECONSTRUCTION AND DEVELOPMENT**

**and**

**HUNAN PROVINCE**

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## **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 Number 9307-CN (“Loan A”) and Loan Number 9308-CN (“Loan B”). 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:

People's Government of Hunan Province  
No. 8 XiangFu 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:
0731-89990800	hnsjcb0823@126.com

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

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT**

**By**

  
\_\_\_\_\_  
**Authorized Representative**

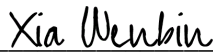
**Name:** Mara K. Warwick

**Title:** Country Director

**Date:** 12-Sep-2023

**HUNAN PROVINCE**

**By**

  
\_\_\_\_\_  
**Authorized Representative**

**Name:** Xia wenbin

**Title:** Director, Hunan Xiangxi Dev. Lead. Group

**Date:** 06-Oct-2023

## **SCHEDULE**

### **Execution of the Program Implementing Entity's Respective Part of the Program**

#### **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 proceeds of Loan B 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 Committee chaired by the provincial development and reform commission and comprising representatives from, among others, the provincial departments of responsible for finance, water resources, ecology and environment, housing and urban-rural development, and agriculture and rural affairs, 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 its Respective Part of the Program, including coordination with the provincial line departments and the Demonstration Counties on the implementation of its Respective Part of the Program.

- (b) at county level:
  - (i) a leading group in each Demonstration 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 Demonstration County, responsible for implementation of the Program at the county level and coordinating day-to-day activities with the Provincial 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 Demonstration 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 Plan

- 3. Without limitation on the generality of Part A of this Section I, the Program Implementing Entity shall, and shall cause the Demonstration Counties 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 Counties 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) consulting 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 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 Borrower and 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 prepare, under terms of reference acceptable to the Bank, and furnish to the Borrower and the Bank no later than October 31, 2024, 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 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.