
LOAN NUMBER 9701-CN

Program Agreement

(Sustainable Fodder Production and Low Methane Livestock Development Program for Results)

between

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

and

GANSU PROVINCE

PROGRAM AGREEMENT

AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) and GANSU 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. 9701-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, and shall cause the Program Counties to, 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:

Gansu Provincial Department of Finance
No. 696 Donggang West Road, Chengguan District
Lanzhou, Gansu
People's Republic of China; and

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

Facsimile:

(8693)1889-1043

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

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By:



Authorized Representative

Name: Mara warwick

Title: Country Director.

Date: 12-Oct-2024

GANSU PROVINCE

By:



Authorized Representative

Name: Cheng Xiaobo

Title: Executive Vice Governor

Date: 14-Oct-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 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

1. Program Institutions

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, responsible for coordination of the Program implementation at the provincial level;
 - (ii) the Provincial Program Management Office at DARA, responsible for leading the daily management of the Program activities at the provincial level, providing guidance and technical assistance to the Program Counties, hiring verification agent(s), and ensuring overall monitoring and evaluation of the Program; and
 - (iv) a joint expert group, responsible for supporting the Provincial Program Management Office on technical issues related to Program implementation.
- (b) at county level:
 - (i) a program leading group in each of the Program Counties, responsible for coordination of the Program implementation at the county level; and

- (ii) a county program management office in each of the Program Counties, responsible for leading the daily management of the Program activities at the county level.

2. Program Action Plan

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

3. Program Implementation Plan

Without limitation on the generality of Part A of this Section I, the Program Implementing Entity shall, and shall cause the Program Counties to, apply, throughout the period of implementation 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 Program 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 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 \$115,000,000 equivalent or more per contract; (2) goods, estimated to cost \$75,000,000 equivalent or more per contract; (3) non-consulting services, estimated to cost \$75,000,000 equivalent or more per contract; or (4) consultants' services, estimated to cost \$30,000,000 equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation

- 1. The Program Implementing Entity shall monitor and evaluate the progress of 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.

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 thirty-six (36) months after the Effective Date, 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 Bank, no later than three (3) months after the Closing Date, 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.