
LOAN NUMBER 9682-CN

Program Agreement

Low Carbon Transition of Urban Mobility in Yichang (Hubei) Program

between

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

and

HUBEI PROVINCE

PROGRAM AGREEMENT

AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) and HUBEI 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. 9682-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.8 Zhongbei Road
Wuchang District, Wuhan City
Hubei Province 430071
People's Republic of China; and

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

Facsimile:
+86-27-67818956

E-mail:
119070503@qq.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: _____ 06-Nov-2024

HUBEI PROVINCE

By:

Shao Xinyu

Authorized Representative

Name: _____ Shao Xinyu

Title: _____ Executive Vice Governor

Date: _____ 04-Dec-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, through Yichang Municipality, 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, the Program Implementing Entity shall, through Yichang Municipality, maintain, and cause to be maintained, the following entities, with composition, powers, functions, staffing, facilities, and other resources acceptable to the Bank:
 - (a) the Municipal Program Leading Group, responsible for coordinating and supervising Program implementation among different implementing agencies within its jurisdiction; and
 - (b) the Program Management Office, responsible for implementation of the Program at the municipal level and coordinating day-to-day activities with other agencies, monitoring Program implementation, including reporting.
2. Without limitation on the generality of Part A of this Section I and for the purpose of carrying out the Program, the Program Implementing Entity shall, through Yichang Municipality, by no later than three (3) months after the Effective Date, enter into an implementation agreement with Yichang City Development Investment Group Co., Ltd. on terms and conditions satisfactory to the Bank (“Implementation Agreement”); exercise its rights under the Implementation Agreement in such manner as to protect the interests of the Borrower and the interests of the Bank and to accomplish the purposes of the Program; and except as the Bank shall otherwise agree, the Program Implementing Entity, shall not assign, amend, abrogate or waive the Implementation Agreement or any of its provisions.

Program Action Plan

3. Without limitation on the generality of Part A of this Section I, the Program Implementing Entity shall, through Yichang Municipality:
 - (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

4. Without limitation on the generality of Part A of this Section I, the Program Implementing Entity shall, through Yichang Municipality, 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, through Yichang Municipality, 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

1. The Program Implementing Entity shall, through Yichang Municipality, 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) consulting 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, through Yichang Municipality, monitor and evaluate the progress of 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. No later than thirty-six (36) months after the Effective Date, or such other date agreed with the Bank, the Program Implementing Entity shall, through Yichang Municipality, in conjunction with the Bank, carry out a mid-term review of the Program (the “Mid-term Review”), covering the progress achieved in the implementation of the Program. To this end, the Program Implementing Entity shall, through Yichang Municipality, prepare – under terms of reference satisfactory to the Bank – and furnish to the Bank not less than three (3) months prior to the beginning of the Mid-term Review, a report integrating the results of the Program’s monitoring and evaluation activities, on the progress achieved in the carrying out of the Program during the period preceding the date of such report, and setting out the measures recommended to ensure the efficient carrying out of the Program and the achievement of the objective of the Program during the period following such date. Following the Mid-term Review, the Program Implementing Entity shall, through Yichang Municipality, act promptly and diligently in order to take, or cause to be taken, measures recommended to ensure the efficient completion of the Program and the achievement of the objective as well as any corrective action deemed necessary by the Bank to remedy any shortcoming noted in the carrying out of the Program in furtherance of the objective of the Program.
3. The Program Implementing Entity shall, through Yichang Municipality, 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, through Yichang Municipality, 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 timetable and adequate budget for its activities, acceptable to the Bank, to monitor and verify the achievement of the DLRs.