
LOAN NUMBER 9440-IN

Program Agreement

(Systems Reform Endeavours for Transformed Health Achievement in Gujarat Program)

between

INTERNATIONAL BANK

FOR

RECONSTRUCTION AND DEVELOPMENT

and

STATE OF GUJARAT

PROGRAM AGREEMENT

AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) and STATE OF GUJARAT (“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. 9440-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 any of the following officials acting severally: the Additional Chief Secretary, or the Principal Secretary of the Program Implementing Entity’s Health and Family Welfare Department.
- 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:

Additional Chief Secretary/Principal Secretary,
Health and Family Welfare Department
7th Floor, Block No. 7, Sardar Patel Bhavan,
Sachivalaya, Sector - 10,
Gandhinagar - 382010,
Gujarat, India; and

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

Telex: E-mail:
+91-079-23251401 sechfwd@gujarat.gov.in

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: 30-Sep-2022

STATE OF GUJARAT

By

Manoj Aggarwal

Authorized Representative

Name: Manoj Aggarwal

Title: Additional Chief Secretary (HFWD)

Date: 04-Oct-2022

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, including those set out in ESSA, IFSA and 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

1. The Program Implementing Entity shall vest the overall responsibility for the implementation of the Program activities in HFWD.
2. The Program Implementing Entity shall maintain throughout the implementation of the Program, the State Empowered Committee, chaired by the Chief Secretary, which shall, *inter alia*, provide oversight and guidance for Program implementation including approval of activities and inputs for achievement of results.
3. The Program Implementing Entity shall maintain throughout the implementation of the Program, the Program Governing Committee, chaired by the Additional Chief Secretary/Principal Secretary, HFWD, which shall, *inter alia*, review the progress of the Program, facilitate inter-departmental coordination and provide strategic direction for the Program.
4. The Program Implementing Entity shall maintain throughout the implementation of the Program, the Program Management Unit, headed by the Commissioner of Health, and with composition satisfactory to the Bank, which shall be responsible for carrying out the day-to-day implementation of the Program.

C. Program Action Plan

The Program Implementing Entity shall implement the Program Action Plan agreed with the Bank, in a manner and substance satisfactory to the Bank.

D. Program Operations Manual

1. The Program Implementing Entity shall prepare, approve and adopt, within three (3) months of the Effective Date, a Program Operations Manual in form and substance acceptable to the Bank, which shall include, *inter alia*: the roles and responsibilities of key institutions required for implementation of the Program; the Program's monitoring, evaluation and reporting requirements; the Verification Protocol for the demonstration of the satisfaction of each DLR; detailed fiduciary arrangements (including procurement and financial management arrangements and protocol for the application of the Anti-corruption Guidelines) applicable to the entities involved in the implementation of the Program and receiving proceeds of the Loan; and protocols for Personal Data collection, storage and processing in accordance with good international practice.
2. Except as the Bank may otherwise agree in writing, the Program Implementing Entity shall not amend or waive, or permit to be amended or waived, any provision of the Program Operations Manual. In the event of any conflict between the provisions of the Program Operations Manual and those of this Agreement and/or the Loan Agreement, the provisions of the latter agreements shall prevail.

E. Personal Data

The Program Implementing Entity shall:

1. ensure that the Program's 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;
2. 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
3. except as may otherwise be explicitly required or permitted under this 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 Agreement, ensure that such information, report or document does not include Personal Data.

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 hundred and fifteen million Dollars (\$115,000,000) equivalent or more per contract; (2) goods and non-consulting services, estimated to cost seventy five million Dollars (\$75,000,000) equivalent or more per contract; or (3) consulting services, estimated to cost thirty million Dollars (\$30,000,000) 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 (11) of the table in Section IV.A.2 of Schedule 2 to the Loan Agreement.