
LOAN NUMBER 9084-CN

Project Agreement

(Emerging Infectious Diseases Prevention, Preparedness and Response Project)

between

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

and

JIANGXI PROVINCE

PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) and JIANGXI PROVINCE (“Project Implementing Entity”) 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. 9084-CN. The Bank and the Project 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 — PROJECT

- 2.01. The Project Implementing Entity declares its commitment to the objectives of the Project. To this end, the Project Implementing Entity shall carry out its Respective Part of the Project 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 Project.

ARTICLE III — REPRESENTATIVE; ADDRESSES

- 3.01. The Project Implementing Entity’s Representative is its Governor or Vice-Governor.
- 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 Project Implementing Entity' address is:

No. 2166 Fanghu Road
Nanchang
Jiangxi Province
People's Republic of China; and

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

Facsimile:

E-mail:

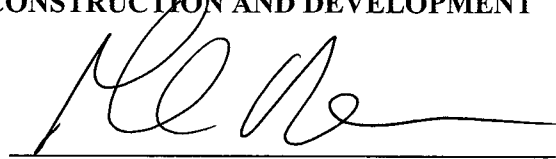
0791-87287635

460661290@qq.com

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

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By



Authorized Representative

Name: Martin Raiser

Title: Country Director, China

Date: May 30, 2022

JIANGXI PROVINCE

By



Authorized Representative

Name: Liang Gui

Title: Executive Vice Governor

Date: June 17, 2022

SCHEDULE

Execution of the Project Implementing Entity's Respective Part of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. For the purpose of carrying out its Respective Part of Project, the Project 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) the Provincial Project Management Office responsible for the coordination, planning, reporting, management, including management of the fiduciary, environmental and social aspects, implementation, and monitoring and evaluation of its respective activities, including the preparation of the Annual Work Plans and the Multi-Sectoral Plans; and the Provincial Project Management Office within its Provincial Health Commission responsible for overall coordination, consolidated planning, reporting, and monitoring and evaluation of the activities under the Project Implementing Entity's Respective Part of the Project and coordination with the Borrower and the Bank;
 - (b) a technical expert group responsible for providing technical support to enhance quality in the design of activities under and facilitate implementation of the Project Implementing Entity's Respective Part of the Project; and
 - (c) any other implementation structures at the provincial, municipal or county level, as may be agreed from time to time with the Bank and set out in the Project Operations Manual.

B. Annual Work Plans and Project Operations Manual

1. (a) The Project Implementing Entity shall: (i) prepare and furnish to the Bank by October 30 in each year, starting in 2022, a draft Annual Work Plan for review and comment, summarizing the implementation progress of its Respective Part of the Project for the said year (or such other period covered by the said plan), including a summary of the activities and the annual targets under the Multi-Sectoral Plans not completed in said year (if any), and an action plan for the completion thereof, as well as the activities for its Respective Part of the Project to be undertaken in the following calendar year (or such other period covered by the said plan), including the proposed annual budget for its Respective Part of the Project;

(ii) taking into account the Bank's comments, finalize, adopt and furnish to the Bank by December 15 in each year, starting in 2022, the Annual Work Plan, in form and substance acceptable to the Bank; and (iii) thereafter ensure that: (A) the implementation of its Respective Part of the Project during the following calendar year (or such other period covered by the said plan) is carried out in accordance with the Annual Work Plan agreed with the Bank and in a manner acceptable to the Bank; and (B) unless the Bank otherwise agrees, all goods, works, services, Incremental Operating Costs and Training financed by the Loan proceeds are used exclusively for activities specified in the Annual Work Plan. The Project Implementing Entity shall not amend, suspend, abrogate, or waive said Annual Work Plans or any provision thereof without the prior written agreement of the Bank.

(b) If the Project Implementing Entity has not adopted and furnished to the Bank its respective Annual Work Plan in form and substance acceptable to the Bank, and if, by September 30 in each year, starting in 2023, the Borrower, the Project Implementing Entity and the Bank have not agreed on a reallocation and use of the Expected Annual Allocation for the respective Annual Work Plan that was not furnished to the Bank, in a manner consistent with the objectives of the Project, the Bank may take action pursuant to Section 7.03 (b) of the General Conditions with respect to all or a portion of such Expected Annual Allocation.

2. The Project Implementing Entity shall apply, throughout the implementation of its Respective Part of the Project, the Project Operations Manual in a timely and efficient manner acceptable to the Bank. The Project Implementing Entity shall not amend, suspend, or waive said Project Operations Manual 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 Project Operations Manual and those of this Agreement or the Loan Agreement, the provisions of this Agreement and the Loan Agreement shall prevail.

C. Environmental and Social Standards

1. The Project Implementing Entity shall ensure that its Respective Part of the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.

2. Without limitation upon paragraph 1 above, the Project Implementing Entity shall ensure that its Respective Part of the Project is implemented in accordance with the ESCP, in a manner acceptable to the Bank. To this end, the Project Implementing Entity shall ensure that:

- (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Project Implementing Entity shall ensure that:
- (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including incidents of community exposure to communicable diseases, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. The Project Implementing Entity shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.

6. The Project Implementing Entity shall ensure that all bidding documents and contracts for civil works under its Respective Part of the Project include the obligation of contractors, and subcontractors and supervising entities to:
(a) comply with the relevant aspects of the ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

Section II. Project Monitoring, Reporting and Evaluation

1. The Project Implementing Entity shall monitor and evaluate the progress of its Respective Part of the Project and prepare Project Reports for its Respective Part of the Project in accordance with the provisions of Section 5.08 (b) of the General Conditions and on the basis of indicators acceptable to the Bank. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Bank not later than sixty (60) days after the end of the period covered by such report. 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 under the Project, the Project Implementing Entity shall ensure that such information, report or document does not include Personal Data.
2. Without limitation to the provisions of paragraph 1 above, the Project Implementing Entity shall prepare, under terms of reference acceptable to the Bank, and furnish to the Bank no later than December 31, 2024, a consolidated mid-term review report for its Respective Part of the Project, summarizing the results of the monitoring and evaluation activities carried out from the inception of its Respective Part of the Project, and setting out the measures recommended to ensure the efficient completion of its Respective Part of the Project and to further the objectives thereof.
3. The Project Implementing Entity shall provide to the Borrower and the Bank not later than four (4) months after 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.