

Public Disclosure Authorized

CONFORMED COPY

LOAN NUMBER 7849-CN

Loan Agreement

(Ningbo New Countryside Development Project)

between

PEOPLE'S REPUBLIC OF CHINA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

Dated April 19, 2010

LOAN AGREEMENT

AGREEMENT dated April 19, 2010, between PEOPLE'S REPUBLIC OF CHINA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

ARTICLE I – GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in the Loan Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II – LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of fifty million dollars (\$50,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.07 of this Agreement ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to LIBOR for the Loan Currency plus the Variable Spread, provided that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty (30) days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02(d) of the General Conditions.
- 2.05. The Payment Dates are May 15 and November 15 in each year.

- 2.06. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.
- 2.07. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management: (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; (ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate to a Fixed Rate, or vice versa; and (iii) the setting of limits on the Variable Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate.
- (b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a “Conversion”, as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.
- (c) Promptly following the Execution Date for an Interest Rate Cap or Interest Rate Collar for which the Borrower has requested that the premium be paid out of the proceeds of the Loan, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself the amounts required to pay any premium payable in accordance with Section 4.05(c) of the General Conditions up to the amount allocated from time to time for the purpose in the table in Section IV of Schedule 2 to this Agreement.

ARTICLE III – PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall cause the Project Implementing Entity to carry out the Project in accordance with the provisions of Article V of the General Conditions and the Project Agreement.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV – EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following: (a) a Subsidiary Loan Agreement has been entered into between Fenghua City and FCIC, satisfactory to the Bank and in accordance with the provisions of Section IV, paragraph 5 of the Schedule to the Project Agreement; and (b) a legal opinion has been received by the Bank confirming that said Subsidiary Loan Agreement has been duly authorized or ratified by each of the parties thereto and is legally binding on said parties in accordance with its terms.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE V – REPRESENTATIVE; ADDRESSES

- 5.01. The Borrower’s Representative is the Borrower’s Minister of Finance.
- 5.02. The Borrower’s Address is:

Ministry of Finance
Sanlihe
Beijing 100820
People’s Republic of China

Facsimile:

(86-10) 6855-1125

- 5.03. The Bank’s Address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	248423(MCI) or 64145(MCI)	1-202-477-6391

AGREED at Beijing, People's Republic of China, as of the day and year first above written.

PEOPLE'S REPUBLIC OF CHINA

By /s/ Zheng Xiaosong
Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By /s/ Klaus Rohland
Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to support Ningbo Municipality in the implementation of its New Countryside Development Program by improving rural wastewater management in selected villages and enhancing infrastructure and township management in small towns.

The Project consists of the following parts, subject to such modifications thereof as the Borrower and the Bank may agree upon from time to time to achieve such objective:

Part 1. Rural Wastewater Management

Carrying out a program of sub-project investments in wastewater collection and treatment in rural communities, using technologies that are appropriate and low cost.

Part 2. Chunhu Town Infrastructure Development

Carrying out the following infrastructure investments to facilitate the development of Chunhu Town in Fenghua City:

- (a) Construction of an access road (including a tunnel and bridges) to connect Chunhu Town, from its north-west corridor, to the downtown area of Fenghua City.
- (b) Construction of a water supply transmission pipeline to supply water from the existing Qiujiashan Water Supply Works to Chunhu Town and to the Hongsheng Haitang development zone; and rehabilitation and expansion of the existing Chunhu Town water distribution network.
- (c) Construction of a wastewater treatment plant in Chunhu Town and related wastewater collection network.

Part 3: Capacity Building and Implementation Support

- (a) Strengthening the capacity for implementation of Part 1 of the Project through: provision of technical assistance to the project management offices at the municipal, district, county and city levels and to educate and raise awareness of villagers about Part 1 of the Project; and provision of relevant training, study tours and goods.

- (b) (i) Strengthening township development and management capacities in Chunhu Town through the provision of technical assistance for the development of a business promotion strategy and enhancement of town governance; and (ii) promoting energy-efficiency in Chunhu Town through the provision of technical assistance for: (A) the development of guidelines on energy efficient building design and renovation; (B) the demonstration of energy efficiency in a rural collective housing project; and (C) development of guidance on and pilots in sustainable energy actions.
- (c) Provision of technical assistance to assist: (i) Fenghua City government in the drafting of its twelfth five-year plan for the implementation of the new countryside development program; (ii) Chunhu Town government in updating the town's development strategy and master plan; and (iii) selected village township governments in developing their spatial and sector development plans.
- (d) Provision of technical assistance to enhance FCIC's capacity in project management and to assist FCIC in the dissemination of the results of activities carried out under Parts 1, 3(b) and 3(c) of the Project.

Part 4. Resettlement

Carrying out resettlement and rehabilitation of Displaced Persons in connection with the implementation of Parts 1 and 2 of the Project.

SCHEDULE 2**Project Execution****Section I. Implementation Arrangements****A. Financing Arrangements**

1. The Borrower shall make available the proceeds of the Loan to the Project Implementing Entity, under terms and conditions satisfactory to the Bank, including the following principal terms:
 - (a) The principal amount shall be made available in Dollars or an Approved Currency in a Currency Conversion made pursuant to Section 2.07 of this Agreement (all determined on the date, or respective dates, of withdrawal from the Loan Account) of the value of the currency or currencies so withdrawn.
 - (b) The principal amount so made available, including an amount equal to the fee paid pursuant to Section 2.03 of this Agreement, shall be recovered over a period of thirty (30) years, inclusive of a grace period of five (5) years.
 - (c) Interest shall be charged on such principal amount withdrawn and outstanding from time to time at a rate equal to the rate of interest applicable from time to time to the Loan pursuant to the provisions of Section 2.04 of this Agreement.

B. Anti-Corruption

1. The Borrower shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

Section II. Project Monitoring, Reporting, Evaluation**A. Project Reports**

1. The Borrower shall monitor and evaluate, and cause the Project Implementing Entity to monitor and evaluate, the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of the indicators set forth in Annex B of the Schedule to the Project Agreement. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Bank not later than February 15 and August 15 each year, starting February 15, 2011.

2. For purposes of Section 5.08(c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Bank not later than six (6) months after the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Borrower shall maintain, or cause to be maintained, a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Borrower shall prepare and furnish, or cause to be prepared and furnished, to the Bank as part of the Project Report by not later than February 15 and August 15 each year, interim un-audited financial reports for the Project covering the preceding calendar semester, in form and substance satisfactory to the Bank.
3. The Borrower shall have its Financial Statements audited in accordance with the provisions of Section 5.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished to the Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. **Goods and Works.** All goods and works required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Schedule.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Schedule.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding. The provisions of paragraphs 2.55 and 2.56 of the Procurement Guidelines and Appendix 2 thereto shall apply to goods manufactured in the territory of the Borrower (other than goods manufactured in the Hong Kong Special Administrative Region or the Macau Special Administrative Region of the Borrower).
2. **Other Methods of Procurement of Goods and Works.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method	
(a)	<p>National Competitive Bidding.</p> <p>In addition, the procedures to be followed for National Competitive Bidding shall be those set forth in the Law on Tendering and Bidding of the People's Republic of China promulgated by Order No.21 of the President of the People's Republic of China on August 30, 1999, with the following clarifications required for compliance with the Procurement Guidelines:</p> <ol style="list-style-type: none"> (i) All invitations to prequalify or to bid shall be advertised in a newspaper of national circulation in the Borrower's country, except for civil works contracts that are estimated cost less than \$2,000,000 equivalent each and for goods contracts that are estimated to cost less than \$300,000 equivalent each, which may be advertised in a provincial daily newspaper. Such advertisement shall be made in sufficient time for prospective bidders to obtain prequalification or bidding documents and prepare and submit their responses. In any event, a minimum of thirty (30) days shall be given to bidders between the date of advertisement in such newspaper and the deadline for submission of bids, and the advertisement and bidding documents shall specify the deadline for such submission. (ii) Qualification requirements of bidders and the method of evaluating the qualification of each bidder shall be specified in detail in the bidding documents.

- (iii) All bidders that meet the qualification criteria set out in the pre-qualification document shall be allowed to bid and there shall be no limit on the number of pre-qualified bidders.
- (iv) All bidders shall be required to provide security in an amount sufficient to protect the Borrower or the Project Implementing Entity, as the case may be, in case of breach of contract by the contractor, and the bidding documents shall specify the required form and amount of such security.
- (v) Bidders will be allowed to submit bids by mail or by hand. The time for opening of all bids shall be the same as the deadline for receipt of such bids.
- (vi) All bids shall be opened in public; all bidders shall be offered an opportunity to be present (either in person or through their representatives) at the time of bid opening, but bidders shall not be required to be present at the bid opening.
- (vii) All bid evaluation criteria shall be disclosed in the bidding documents and quantified in monetary terms or expressed in the form of pass/fail requirements.
- (viii) No bid may be rejected solely on the basis that the bid price falls outside any standard contract estimate, or margin or bracket of average bids established by the Borrower or the Project Implementing Entity, as the case may be.
- (ix) Each contract shall be awarded to the lowest evaluated responsive bidder, that is, the bidder who meets the appropriate standards of capability and resources and whose bid has been determined: (A) to be substantially responsive to the bidding documents; and (B) to offer the lowest evaluated cost. The winning bidder shall not be required, as a condition of award, to undertake responsibilities for work not stipulated in the bidding documents or otherwise to modify the bid as originally submitted.
- (x) Each contract financed with the proceeds of the Loan shall provide that the suppliers and contractors shall permit the Bank, at its request, to inspect their accounts and records relating to the performance of the contract and to have said accounts and records audited by auditors appointed by the Bank.

<ul style="list-style-type: none"> (xi) Government owned enterprises in the Borrower's country may be permitted to bid or submit a proposal of goods and works if they can establish that they: (A) are legally and financially autonomous; (B) operate under commercial law; and (C) are not a dependent agency of the agency conducting the procurement. (xii) All bids should not be rejected solely because the number of bids is less than three (3), and rejection of all bids or rebidding shall not take place without the Bank's prior written concurrence. (xiii) The results of bid evaluation and contract award shall be published in the national press or provincial press (as provided under sub-paragraph (i) above) or official gazette or a free and open access website and shall identify the name and offered price of the winning bidder, as well as the duration and summary scope of the awarded contract. (xiv) The Project Implementing Entity shall have in place provisions for bidders to protest.
(b) Shopping

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following table specifies the methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method	
(a)	Selection based on Consultants' Qualifications
(b)	Quality-based Selection
(c)	Single-source Selection
(d)	Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants
(e)	Sole Source Procedures for the Selection of Individual Consultants

D. Review by the Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post Review by the Bank.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section and such additional instructions as the Bank shall specify by notice to the Borrower (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such instructions) to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan ("Category"), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

Category	Amount of the Loan Allocated (expressed in Dollars)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Civil Works for the implementation of:		
(a) Part 1 of the Project	19,165,000	50%
(b) Part 2 of the Project	28,670,000	50%
(2) Goods	80,000	100%
(3) Consultants' services, training and study tours	1,960,000	100%
(4) Front-end Fee	125,000	Amount payable pursuant to Section 2.03 of the Loan Agreement in accordance with Section 2.07(b) of the General Conditions
(5) Premium for Interest Rate Cap or Interest Rate Collar	0	Amount payable pursuant to Section 2.07(c) of this Agreement and Section 4.05(c) of the General Conditions
TOTAL AMOUNT	50,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date is March 31, 2016.

SCHEDULE 3**Amortization Schedule**

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

Principal Payment Date	Installment Share (Expressed as a Percentage)
On each May 15 and November 15 Beginning 15 May 2015 through 15 November 2039	2%

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:
- (a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.
- (b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (“Original Installment Share”) and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

3. (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
 - (b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.
4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.

APPENDIX**Section I. Definitions**

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised in October 2006.
4. “Displaced Persons” means persons who, on account of the execution of the Project, have experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such persons; and a “Displaced Person” means any of such Displaced Persons.
5. “Environment Management Framework” means the framework for environment impact assessment set out in Section 4 of the EIA Report for Ningbo New Countryside Development and Construction Project dated August 2009, and referred to in Section I, Part C, paragraph 2 of the Schedule to the Project Agreement, which sets out the policies and procedures for environment assessment and preparation of environment mitigation plans in respect of Part 1 Sub-projects, as well as administrative and monitoring arrangements to ensure the implementation of said plans, as said framework may be revised from time to time with the agreement of the Bank.
6. “Environment Management Plans” means, collectively, the environment management plans contained in the following documents, which plans set out with respect to the Project, measures for the protection of the environment, as well as administrative and monitoring arrangements to ensure the implementation of said plans, as said plans may be revised from time to time with the agreement of the Bank:
 - (a) EIA Report for Wastewater Treatment Plant and Associated Sewer Network in Chunhu Town, Fenghua City dated September 15, 2009;

- (b) EIA Report for Coastal Water Supply (the first phase) in Fenghua City dated September 15, 2009;
- (c) EIA Report for Chunhu Town Access Road Project dated September 15, 2009;
- (d) EIA Report for Rural Wastewater Treatment Project (in pilot villages) of Ningbo New Countryside Development dated September 15, 2009; and
- (e) the environment management plans prepared pursuant to Section I, Part C, paragraph 2(b) of the Schedule to the Project Agreement.

“Environment Management Plan” and the acronym “EMP” mean, individually, any of said Environment Management Plans.

- 7. The acronym “FCIC” means Fenghua City Investment Company Limited, a state-owned limited liability company established and operating pursuant to its Charter of April 15, 2008, and to Business License Number 330 283 000 002 570 dated April 28, 2008, issued by Ningbo Municipal Industrial and Commercial Administration Bureau, and any successor thereto.
- 8. “Fenghua City” means the City of Fenghua, an administrative subdivision of Ningbo Municipality, and any successor thereto.
- 9. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for Loans”, dated July 1, 2005 (as amended through February 12, 2008) with the modifications set forth in Section II of this Appendix.
- 10. “Hengshan Reservoir Report” means the Preliminary Design Report on Hengshan Reservoir Reinforcement and Rehabilitation Project dated January 2009 and prepared by Zhejiang Water Conservancy and Hydropower Survey and Design Institute, which report sets out the remedial works to be carried out at said reservoir.
- 11. “New Countryside Development Program” means the new countryside development program set out in document Number 2008-1 issued by the Ningbo Municipal Government on March 18, 2009.
- 12. “Ningbo” means the Ningbo Municipality, and any successor thereto.
- 13. The acronym “NRWT-PMO” means the Ningbo Municipality Rural Wastewater Treatment Project Management Office, established under the Ningbo Municipal Agriculture Bureau, and to be maintained in accordance with Section I, Part A, paragraph 1(a)(iii) of the Schedule to the Project Agreement.

14. “Part 1 Community Participation Guidelines” means the Community Participation Guidelines dated June 2009 attached as Appendix II to the Ningbo Rural Development Project Social Assessment Report and referred to in Section IV, paragraph 1 of the Schedule to the Project Agreement, which manual sets out the framework for participation by communities in the preparation of proposals of investment sub-projects under Part 1 of the Project, the implementation of approved Part 1 Sub-projects and the operation and management of assets created under such Sub-projects.
15. “Part 1 Implementation Framework” means the Framework for Implementation of the Rural Wastewater Management Component dated September 30, 2009, referred to in Section IV, paragraph 1 of the Schedule to the Project Agreement, which framework includes principles and procedures for the selection, implementation and monitoring of sub-project investments under Part 1 of the Project.
16. “Part 1 Implementation Manual” means, collectively, the Part 1 Implementation Framework, Part 1 Community Participation Guidelines and Part 1 Operation Manual and referred to in Section IV, paragraphs 1 and 2 of the Schedule to the Project Agreement.
17. “Part 1 Operation Manual” means the Operations Manual dated September 30, 2009, referred to in Section IV, paragraph 1 of the Schedule to the Project Agreement, which manual sets out the technical standards for the construction of wastewater management facilities (including, septic tanks systems, sewer design, internal plumbing and toilets) and the procedures for maintaining and financing the maintenance of such facilities.
18. “Part 1 Project Participants” means, collectively: (a) Jiangbei District; (b) Yinzhou District; (c) Yuyao City; (d) Fenghua City; (e) Ninghai County; (f) Xiangshan County; (g) any other city, county or district selected by agreement among the Borrower, Ningbo and the Bank; and (h) the successors to such foregoing district, city and county. “Part 1 Project Participant” means, individually, any of such Part 1 Project Participants.
19. “Part 1 Sub-projects” means, collectively, the wastewater collection and treatment investments selected and approved for financing under this Project in accordance with the provisions of the Part 1 Implementation Framework and the Part I Community Participation Guidelines and referred to in Section IV, paragraphs 1, 2 and 3 of the Schedule to the Project Agreement; and “Part 1 Sub-project” means, individually, any of such Part 1 Sub-projects.
20. “Procurement Guidelines” means the “Guidelines for Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October 2006.

21. “Procurement Plan” means the Borrower’s procurement plan for the Project, dated September 30, 2009, and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
 22. “Project Implementing Entity” means the Borrower’s Ningbo Municipality, and any successor thereto.
 23. “Resettlement Action Plans” means, collectively, the following plans which set out the principles and procedures governing the acquisition of land and other assets, and the resettlement, compensation and rehabilitation of Displaced Persons on account of the implementation of the Project, as well as monitoring and reporting arrangements to ensure compliance with said plans, as the same may be revised from time to time with the prior agreement of the Bank:
 - (a) the Ningbo New Countryside Development Project Resettlement Action Plan dated June 2009, prepared on behalf of and adopted by Ningbo Municipality; and
 - (b) the resettlement action plans to be prepared pursuant to Section I, Part C, paragraph 1(b)(ii) of the Schedule to the Project Agreement and agreed to by the Bank.
- “Resettlement Action Plan” means, individually, any such plan.
24. “Resettlement Policy Framework” means the Ningbo Rural Development Project Resettlement Policy Framework dated June 2009, which framework sets out the policies and procedures for the acquisition of land and other assets, resettlement, compensation and rehabilitation of Displaced Persons, and for the preparation of resettlement action plans whenever required during the implementation of the Project, as said framework may be amended from time to time with the prior concurrence of the Bank.
 25. “Subsidiary Loan Agreement” means the agreement to be entered into between Fenghua City and FCIC pursuant to Section 4.01 of this Agreement and to Section IV, paragraph 5 of the Schedule to the Project Agreement, as the same may be amended from time to time, and such term includes all schedules and agreements supplemental to said agreement.

Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

1. Paragraph (1) of Section 7.02 is modified to read as follows:

“Section 7.02. *Suspension by the Bank*

.....

(1) *Ineligibility.* The Bank or the Association has declared the Borrower (other than the Member Country) or the Project Implementing Entity ineligible to receive proceeds of any financing made by the Bank or the Association or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the Bank or the Association, as a result of a determination by the Bank or the Association that the Borrower or the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by the Bank or the Association.”

2. The definition of the term “Conversion Date” in the Appendix is modified to read as follows:

“‘Conversion Date’ means, in respect of a Conversion, the Execution Date (as herein defined) or such other date as requested by the Borrower and accepted by the Bank, on which the Conversion enters into effect, and as further specified in the Conversion Guidelines.”