
LOAN NUMBER 9314-IN

Program Agreement

**(Rejuvenating Watersheds for Agricultural Resilience through Innovative Development
Program)**

between

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

and

STATE OF ODISHA

PROGRAM AGREEMENT

AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) and STATE OF ODISHA (“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. 9314-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 its Respective Part of 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 its Respective Part of the Program.

ARTICLE III — REPRESENTATIVE; ADDRESSES

- 3.01. The Program Implementing Entity’s Representative is Commissioner-cum-Secretary, Agriculture & Farmers’ Empowerment Department, Government of Odisha.
- 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: | Email |
|------------------------------|----------------|-----------------------|
| 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:

Department of Agriculture & Farmers’ Empowerment
Government of Odisha

Krushi Bhawan
Bhubaneswar - 751001; and

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

E-mail:

agrsec.or@nic.in

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

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By



Authorized Representative

Junaid Kamal Ahmad

Name: _____

Country Director

Title: _____

11-Feb-2022

Date: _____

STATE OF ODISHA

By



Authorized Representative

Sanjeev Chopra

Name: _____

Additional Chief Secretary

Title: _____

16-Feb-2022

Date: _____

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 its Respective Part of 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 for the Program Implementing Entity's Respective Part of the Program 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 Implementing Entity's Respective Part 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

The Program Implementing Entity shall ensure that the following implementation arrangements are maintained throughout the implementation of its Respective Part of the Program.

1. Program Institutions

(a) State Level Nodal Agency

- (i) Without limitation on the generality of Part A of this Section I, the Program Implementing Entity, through SWD, shall maintain the Odisha State Level Nodal Agency (OSLNA) with attributions and composition acceptable to the Bank and in accordance with the provisions of the Odisha Program Manual.

(ii) Without limitation to the generality of Section I.A.1(a) of this Schedule:

- (A) The OSLNA shall be chaired by the Agriculture Production Commissioner of the government of Odisha, and include Director of Odisha's Directorate of Soil Conservation and Watershed Department, Director of Agriculture, Director of Horticulture, and Secretary in-charge of the departments covering subjects related to soil and water conservation (including land resource inventory), agronomy, forestry, animal husbandry, hydrology, social development, capacity building, RS/GIS, value chains (FPOs),

procurement, monitoring and evaluation, and others as may be needed; and

- (B) the OSLNA shall, among other things, strengthen and coordinate the planning, financing, implementation, reporting and monitoring of the activities included in its Respective Part of the Program, including capacity building as needed, in close coordination with the NPMU, state, district and subdistrict stakeholders and technical partners, and disseminate knowledge to other states.

- (b) District and Block level offices

Without limitation on the generality of Part A of this Section I, the Program Implementing Entity shall strengthen as and when needed district and block level offices of the OSLNA in accordance with the provisions of the Odisha Program Manual to coordinate, support and supervise the implementation of the Program Implementing Entity's Respective Part of the Program at the district and block levels.

- (c) WCs and GPs

Without limitation on the generality of Part A of this Section I, the Program Implementing Entity shall support WC and GPs to actively participate in the implementation of its Respective Part of the Program, including to ensure representation and inclusion, effective implementation, operation and maintenance, reporting and grievance redressal.

2. Additional Program Implementation Arrangements

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

- (a) carry out each of the activities under its responsibility included in the Program Action Plan in accordance with the timeline included in such Program Action Plan and in a manner satisfactory to the Bank;
- (b) recruit one or more independent verification agents on the basis of terms of reference, qualifications and experience satisfactory to the Bank, for the purpose of implementing the activities included in the verification protocol agreed with the Bank to document satisfaction of the DLRs and attached to the Odisha Program Manual;
- (c) ensure that the Odisha Program Manual is maintained throughout the implementation of the Program in form and substance acceptable to the Bank; and implement its Respective Part of the Program in accordance with the provisions of the Odisha Program Manual. The Odisha Program Manual shall include: Program scope, roles and responsibilities of key institutions, details of science-based

approaches, capacity building plan, procurement plan, budget allocations, MIS/monitoring and evaluation plan, value chains strengthening plan, WCs/GPs performance assessment plan, plan for dissemination of weather based advisories to farmers, a protocol for the application of the Anti-corruption Guidelines to the entities involved in the implementation of the Program and receiving proceeds of the Loan; and the verification protocol for the demonstration of the satisfaction of each DLR; all in relation to Odisha's Respective Part of the Program and

- (d) except as the Bank may otherwise agree in writing, not amend or waive, or permit to be amended or waived, any provision of the Odisha Program Manual. In the event of any conflict between the provisions of the Odisha Program Manual and those of the Loan Agreement, this Agreement or any of the other Program Agreements, the provisions of the latter agreements shall prevail.

Section II. Excluded Activities

The Program Implementing Entity shall ensure that its Respective Part of 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 US\$115 million equivalent or more per contract; (2) goods, estimated to cost US\$75 million equivalent or more per contract; (3) non-consulting services, estimated to cost US\$75 million equivalent or more per contract; or (4) consulting services, estimated to cost US\$30 million equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation

The Program Implementing Entity shall monitor and evaluate the progress of its Respective Part of the Program and prepare Program Reports for its Respective Part of the Program 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 (45) days after the end of the period covered by such report.

Section IV. Other Undertakings

The Program Implementing Entity shall:

- (a) 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;
- (b) 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

- (c) except as may otherwise be explicitly required or permitted under this Agreement and/or the Loan 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 Loan Agreement, ensure that such information, report or document does not include Personal Data.