Loan Agreement

(Jiangxi Farm Produce Distribution System Development Project)

between

PEOPLE'S REPUBLIC OF CHINA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this 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 General Conditions or in the Appendix to this Agreement.

ARTICLE II — LOAN

2.01. The Bank agrees to lend to the Borrower the amount of one hundred fifty million Dollars ($150,000,000), as such amount may be converted from time to time through a Currency Conversion ("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 is one quarter of one percent (0.25%) of the Loan amount.

2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.

2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.

2.06. The Payment Dates are June 1 and December 1 in each year.

2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

2.08. (a) If on any given day, the Total Exposure exceeds the Standard Exposure Limit (as said terms are defined in sub-paragraphs (b)(ii) and (b)(iii) of this Section), the Borrower shall pay to the Bank a surcharge at the rate of
one half of one percent (0.5%) per annum of the Allocated Excess Exposure Amount (as defined in sub-paragraph (b)(i) of this Section) for each said day ("Exposure Surcharge"). The Exposure Surcharge (if any) shall be payable semi-annually in arrears on each Payment Date.

(b) For purposes of this Section the following terms have the meanings set forth below:

(i) "Allocated Excess Exposure Amount" means for each day during which the Total Exposure exceeds the Standard Exposure Limit, the product of: (A) the total amount of said excess; and (B) the ratio of all (or, if the Bank so determines, a portion) of the Loan to the aggregate amount of all (or the equivalent portions) of the loans made by the Bank to the Borrower and to other borrowers guaranteed by the Borrower that are also subject to an exposure surcharge, as said excess and ratio are reasonably determined from time to time by the Bank.

(ii) "Standard Exposure Limit" means the standard limit on the Bank's financial exposure to the Borrower which, if exceeded, would subject the Loan to the Exposure Surcharge, as determined from time to time by the Bank.

(iii) "Total Exposure" means for any given day, the Bank's total financial exposure to the Borrower, as reasonably determined by the Bank.

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 to be carried out by the Project Implementing Entity in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Project Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01 The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Borrower's Representative is its Minister of Finance.

5.02. For purposes of Section 10.01 of the General Conditions:

(a) the Borrower's address is:

Ministry of Finance
Sanlihe
Xicheng District
Beijing 100820
People's Republic of China; and

(b) the Borrower's Electronic Address is:

Facsimile:
(86-10) 6855-2077

5.03. 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
AGREED as of the Signature Date.

PEOPLE’S REPUBLIC OF CHINA

By __________________________
Authorized Representative
Name: Wang Zhaoming
Title: Deputy Director General, International Economic and Financial Cooperation Department
Date: March 5, 2018

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By __________________________
Authorized Representative
Name: Bart Hofman
Title: Country Director, China
Date: March 5, 2018
SCHEDULE 1

Project Description

The objective of the Project is to improve the distribution system of selected farm products in participating counties of Jiangxi.

The Project consists of the following parts:

Part 1: Strengthening Production Logistics

1.1 Supporting investments by the Eligible Beneficiaries for improved market access, including establishment and improvement of farmer cooperatives, technical assistance, farm produce certification, e-commerce development, establishment of village farmer information hubs, and capacity building; all through the provision of Sub-grants.

1.2 Supporting investments by the Eligible Beneficiaries in post-harvest handling processes and facilities; all through the provision of Risk-sharing Transfers.

Part 2: Improving Distribution Logistics

2.1 Supporting the rehabilitation and construction of market/distribution infrastructure and purchase of the related equipment.

2.2 Supporting the establishment of a market information system, including a county operations and service center for e-commerce at each market/distribution center.

Part 3: Support Services for the Whole Distribution System

3.1 Providing technical and analytical support for research on the provincial farm product distribution system and the development of provincial strategic planning for the provincial farm product distribution system.

3.2 Capacity building activities for market management.

Part 4: Project Management, Monitoring and Evaluation

4.1 Strengthening of administrative and technical capacity at the provincial and county levels and provision of incremental support for Project management.
4.2 Supporting the establishment of a monitoring and evaluation system, including physical and financial progress, impact evaluation, and environmental and social safeguards compliance.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Financing Arrangements

1. For the purposes of carrying out of the Project, 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 any other Currency as the Loan may be converted from time to time through a Currency Conversion (such principal amount 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 and any premium for Interest Rate Caps or Interest Rate Collars paid pursuant to Section 4.05(c) of the General Conditions) shall be recovered over a period of twenty-four (24) 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 2.05 of this Agreement.

   (d) A Commitment Charge shall be charged equal to one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.

2. The Borrower shall cause the Project Implementing Entity to: (a) manage, operate, monitor, transfer and reconcile the proceeds of the Loan made available to it pursuant to paragraph 1 above in accordance with arrangements and procedures satisfactory to the Bank; (b) take all required actions, including provision of timely consents and approvals as may be necessary, to facilitate the utilization of said Loan proceeds and the implementation of the Project and, to enable the Project Implementing Entity to comply with its undertakings under the Project Agreement; and (c) maintain all relevant records and documents related to the Loan and the Project and provide promptly such documents and records, including all other information, as may be requested by the Borrower or the Bank from time to time.
B. Safeguards

The Borrower shall take, and shall cause the Project Implementing Entity to take, all measures necessary to comply with, or all measures necessary to enable the Project Implementing Entity to comply with the provisions of Section LC of the Schedule to the Project Agreement.

Section II. Project Monitoring Reporting and Evaluation

The Borrower shall cause the Project Implementing Entity to furnish to the Bank each Project Report not later than sixty (60) days after the end of each calendar semester, covering the calendar semester.

Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works and non-consulting 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 Section I of the Procurement Guidelines, and with the provisions of this Section.

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 Section.

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 Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. Other Methods of Procurement of Goods, Works and Non-Consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, subject to the additional provisions set forth in the box below; (b) Shopping; and (c) Direct Contracting.

The procedures applicable to the procurement of goods, works, and non-consulting services under contracts awarded on the basis of National Competitive Bidding ("NCB") shall be the open tendering procedures set forth in the Borrower's Law on Tendering and Bidding promulgated by its Order No. 21 dated August 30, 1999; provided, however, that such procedures shall be subject to the provisions of Section I, Paragraphs 3.3 and 3.4 of Section III, and Appendix 1 of the Procurement Guidelines, and the additional provisions in the following. In the event of a conflict between the Borrower's procedures and these NCB Procedure Modifications, the latter shall govern.

(i) Eligibility to participate in a procurement process and to be awarded a Bank-financed contract shall be as defined under Section I of the Procurement Guidelines; accordingly, no bidder or potential bidder shall be declared ineligible for such contract for reasons other than those provided in Section I of the Procurement Guidelines. No restriction based on nationality of bidders and/or origin of goods shall apply, and foreign bidders shall be allowed to participate in NCB without application of restrictive conditions.

(ii) All invitations to prequalify or bid shall be advertised in a national newspaper of wide circulation in the Borrower's country, or on a widely used website / electronic portal with free national and international access acceptable to the Bank except for goods or non-consulting services contracts that are estimated to cost less than $300,000 equivalent each, or works contracts that are estimated to cost less than $2,000,000 each, which may be advertised in a regional 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 such advertisement (or the date of availability of bidding documents, whichever is later) and the deadline for the submission of bids, and the advertisement and bidding documents shall specify the deadline for the submission of bids. In the case of such advertisement on a website / electronic portal, the notice shall remain readily accessible nationally.
and internationally until at least the deadline for the submission of bids. Potential bidders shall be allowed to inspect and purchase bidding documents at any time prior to the deadline for the submission of bids.

(iii) Standard Bidding Documents acceptable to the Bank shall be used.

(iv) Qualification requirements of bidders and the method of evaluating the qualification of each bidder shall be specified in detail in the bidding documents.

(v) Prequalification procedures and documents acceptable to the Bank shall be used for large, complex and/or specialized works. Verification of the information upon which a bidder was prequalified, including current commitments, shall be carried out at the time of contract award, along with the bidder’s capability with respect to personnel and equipment. All bidders that meet the qualification criteria set out in the pre-qualification documents shall be allowed to bid, and there shall be no limit on the number of pre-qualified bidders. Where prequalification is not used, the qualification of the bidder who is recommended for award of contract shall be assessed by post-qualification, applying the qualification criteria stated in the bidding documents.

(vi) Registration shall not be used to assess bidders’ qualifications. A bidder shall not be required to register as a condition for inspecting or purchasing bidding documents, submitting its bid or receiving contract award. A bidder determined to be the lowest evaluated responsive bidder, shall be given reasonable opportunity of registering (if required) before contract signing without any let or hindrance. Bidding shall not be restricted to any particular class of contractors, and non-classified contractors shall also be eligible to bid.

(vii) No margins of preference of any sort shall be given to bidders, such as on the basis of their location, place of incorporation, or affinity with the geographical area in which the Project activities will take place.

(viii) All bidders who are awarded contracts for works and single-responsibility contracts shall be required to provide performance security in an amount sufficient to protect the Borrower or the Project Implementing Entity / Entities, 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 and any other potential damages for such breach.

(ix) Bidders shall be allowed to submit bids by mail or in person.

(x) 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.

(xi) 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.

(xii) No bid may be rejected solely on the basis that the bid price exceeds any cost estimate or falls outside any margin or bracket of prices or average bids established by the Borrower or the Project Implementing Entity / Entities, as the case may be. Rejection of all bids or re-bidding shall not be allowed 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 agreement.

(xiii) 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 or to assume other obligations not stipulated in the bidding documents or otherwise to modify the bid as originally submitted. No negotiations shall be permitted except with the Bank's no-objection.

(xiv) In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Bank's policy to sanction firms or individuals found to have engaged in fraud and corruption as set forth in the Procurement Guidelines.

(xv) In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Bank's policy with respect to inspection and audit of accounts, records and other documents relating to the submission of bids and contract performance.
(xvi) Government-owned enterprises in the Borrower’s country may be permitted to bid or submit a proposal of goods, works, or non-consulting services 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.

(xvii) Matters such as subcontracting, joint venture relationships and assignment of contract shall be handled in accordance with the bidding documents.

(xviii) The results of bid evaluation and contract award shall be published in the national or regional press (as provided under paragraph (ii) above) or official gazette or a free and open-access website and shall identify: (A) the name of each bidder who submitted a bid; (B) bid prices as read out at bid opening; (C) the name of the bidder, and the evaluated price, of each bid that was evaluated; (D) the names of bidders whose bids were either rejected as non-responsive or not meeting qualification criteria, or not evaluated, with the reasons therefor; and (E) the name of the winning bidder and the final total contract price, as well as the duration and summary scope of the contract. Such publication shall be within two (2) weeks of receiving the Bank’s no-objection to the award recommendation for contracts subject to the Bank’s prior review, and within two (2) weeks of the Borrower or the Project Implementing Entity’s award decision for contracts subject to the Bank’s post review. The bidding documents shall disclose the newspaper in which and / or the electronic means by which the information on contract award will be published.

(xix) The Borrower or the Project Implementing Entity / Entities, as the case may be, shall have in place an effective and independent protest mechanism for bidders to protest. The bidding documents shall provide the professional title and address of the official to whom such protests should be sent.

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 methods, other than Quality and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Single-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**

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay: (i) the Front-end Fee; (ii) interest and Commitment Charge; and (iii) each Interest Rate Cap or Interest Rate Collar premium; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Works under Part 2 of the Project</td>
<td>75,980,000</td>
<td>85%</td>
</tr>
<tr>
<td>(2) Goods, non-consulting services, consultants' services, Sub-grants, Training and Incremental Operating Costs under the Project</td>
<td>27,110,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Risk-sharing Transfers under Part 1.2 of the Project</td>
<td>32,960,000</td>
<td>100% of amounts disbursed</td>
</tr>
</tbody>
</table>
(4) Front-end Fee | 375,000 | Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
--- | --- | ---
(5) Interest and Commitment Charge on the Loan accrued on or before the last Payment Date immediately preceding the Closing Date | 13,575,000 | Amount payable pursuant to Sections 2.05 and 2.04 of this Agreement, respectively, in accordance with Section 2.07 (c) of the General Conditions
(6) Interest Rate Cap or Interest Rate Collar premium | 0 | Amount due pursuant to Section 4.05 (c) of the General Conditions
TOTAL AMOUNT | 150,000,000 |

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made:

(a) prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed $10,000,000 may be made for payments made prior to this date but on or after January 12, 2017, for Eligible Expenditures; or

(b) for Risk-sharing Transfers under Category (3), until and unless the Bank is satisfied, and has notified the Borrower of its acceptance, that the Project Implementing Entity has adopted and incorporated in the PIM, the Risk-sharing Manual, in form and substance acceptable to the Bank.

2. The Closing Date is December 31, 2023.
SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

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").

**Level Principal Repayments**

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Installment Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each June 1 and December 1</td>
<td></td>
</tr>
<tr>
<td>Beginning June 1, 2023 through June 1, 2041</td>
<td>2.63%</td>
</tr>
<tr>
<td>On December 1, 2041</td>
<td>2.69%</td>
</tr>
</tbody>
</table>
APPENDIX

Section I. Definitions

1. "Annual Work Plan" means each of the rolling plans for the Project to be prepared or updated by the Project Implementing Entity, and approved by the Bank, on an annual basis as provided for in Section I.B of the Schedule to the Project Agreement.

2. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011.


4. "Category" means a category set forth in the table in Section IV.A of Schedule 2 to this Agreement.


6. "County Project Management Office" means the county project management office established within each Project County and to be maintained in accordance with the provisions of Section I.A, paragraph 1(b)(ii) of the Schedule to the Project Agreement, and any successors thereto.

7. "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.
8. "Eligible Beneficiaries" means a cooperative duly established under the laws of the Borrower and the Project Implementing Entity, a family farm (in Longnan county), or such other entity or individual set forth in the PIM, that meets the criteria set out in the PIM and which has received or will receive a Sub-grant under Part 1.1 of the Project, or is the recipient of a loan provided by JRCB under Part 1.2 of the Project.

9. "Environmental Management Framework" and "EMF" mean the environmental management framework for the Project, prepared by the Project Implementing Entity, acceptable to the Bank, dated October 2016, which sets out the policies and procedures for the assessment of environmental and social impacts of, and for the preparation of additional EMPs as may be required for, Project activities, as said framework may be revised from time to time with the prior written agreement of the Bank; and such term includes all schedules and annexes supplemental to said framework.

10. "Environmental Management Plan" and "EMP" mean collectively, the environmental management plan for the Project, prepared by the Project Implementing Entity, acceptable to the Bank, dated November 2016, and each of the environmental management plans for the Project, to be prepared by the Project Implementing Entity, acceptable to the Bank, in accordance with the EMF, setting forth the environmental protection measures, including measures for the protection of natural habitats, in respect of the Project, as well as administrative, monitoring, supervision and training arrangements to ensure the implementation of said plan, as said plan may be revised from time to time with the prior written agreement of the Bank, and such term includes all schedules and annexes supplemental thereto.


12. "Implementation Agreement" means each agreement to be entered into between a Project County and an Eligible Beneficiary, which is the recipient of a loan provided by a JRCB, for the implementation of the activities under Part 1.2 of the Project, as provided for in Section I.F of the Schedule to the Project Agreement.

13. "Incremental Operating Costs" means the reasonable costs incurred by the Project Implementing Entity at the provincial and county levels, for purposes of Project management and implementation based on the Annual Work Plans approved in advance by the Bank, on account of office supplies, consumables and rent, utilities, bank charges, communications, mass media and printing services, interpretation and translation services, vehicle rental, operation, maintenance, and insurance,
building and equipment maintenance, local transportation, domestic and international travel, lodging, and subsistence allowances, and salaries of contractual and temporary staff, but excluding salaries and any salary supplements of members of the Borrower's or the Project Implementing Entity's civil service.

14. "JRCB" means the Jiangxi Rural Commercial Bank established on May 26, 2004, and operating pursuant to its business license No. 76335772-9, or any successor thereto.

15. "Jiangxi" means the Borrower's province of Jiangxi, or any successor thereto; and the Project Implementing Entity for the purpose of the General Conditions.


17. "Procurement Plan" means the Project Implementing Entity's procurement plan for the Project, dated October 27, 2017, and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

18. "Project Counties" means Jiangxi's Jing'an, Pengze, Huichang, Taihe, Anyuan, Yushan, and Longnan counties, and Jiujiang Economic Development District, and such other county or district of Jiangxi agreed with the Bank.


20. "Project Implementation Manual" and "PIM" mean the Project Implementing Entity's manual dated October 26, 2017, describing, among other things: (a) the Project objective, Project activities and arrangements, satisfactory to the Bank, flow of funds of the proceeds of the Loan and agreed procedures in, inter alia, procurement, financial management and disbursement; (b) the institutional arrangements for the implementation of the Project, and the roles and responsibilities of the entities involved in Project implementation; (c) arrangements satisfactory to the Bank for social and environment safeguards screening and mitigation; (d) steps and procedures for Project implementation; (e) monitoring and evaluation, reporting and information disclosure arrangements, and the indicators and targets for purposes of monitoring and evaluation of the progress of the Project; (f) the eligibility criteria and procedures for extending Sub-grants, including templates of Sub-grant Agreements, and grievance redress mechanisms in connection thereof; and (g) the Risk-sharing Manual.
21. "Provincial Steering Committee" means the steering committee established in
October 2014, to be maintained in accordance with the provisions of Section I.A,
paragraph 1(a) (i) of the Schedule to the Project Agreement, and any successors
thereto.

22. "Provincial Project Management Office" means the provincial project
management office established within the Jiangxi Provincial Rural Social
Development Bureau of Jiangxi's Department of Agriculture, in May 2014, to be
maintained in accordance with the provisions of Section I.A, paragraph 1(a) (ii) of
the Schedule to the Project Agreement, and any successor thereto.

23. "Resettlement Action Plan" and "RAP" mean each of the resettlement action plans
for the Project, prepared or to be prepared by the Project Implementing Entity,
acceptable to the Bank, in accordance with the RPF, setting forth, inter alia: (a)
the principles and procedures governing the acquisition of land required for the
Project and related facilities; (b) actions and measures for the payment of
compensation to Displaced Persons and for their resettlement and rehabilitation;
(c) the criteria and procedures for developing and implementing actions and
measures, satisfactory to the Bank, for mitigating the adverse social impacts
resulting from the implementation of activities in locations that are not directly
defined in the RAP; (d) grievance redress mechanisms; and (e) reporting and
monitoring arrangements to ensure compliance with said plan, as the same may be
revised from time to time with the prior written agreement of the Bank; and such
term includes all attachments and annexes supplemental to said plan.

24. "Resettlement Policy Framework" and "RPF" mean the Project Implementing
Entity's resettlement policy framework for the Project, acceptable to the Bank,
dated January 25, 2017, which sets out the policies and procedures for the
acquisition of land and other assets, compensation, resettlement and rehabilitation
of Displaced Persons, and for the preparation of RAPs as may be required for
Project activities, as said framework may be revised from time to time with the
prior written agreement of the Bank; and such term includes all schedules and
annexes supplemental to said framework.

25. "Risk-sharing Manual" means the manual to be prepared by the Project
Implementing Entity and to be incorporated in the PIM, acceptable to the Bank,
setting forth, inter alia, procedures and documentation for the Risk-sharing
Transfers, and templates for the Risk-sharing Transfer Agreements.

26. "Risk-sharing Transfer" means an amount of the proceeds of the Loan to be
provided by the Project Implementing Entity for loss risk coverage in respect of
loans to Eligible Beneficiaries originated and held by JRCB pursuant to a Risk-
sharing Transfer Agreement.
27. "Risk-sharing Transfer Agreement" means an agreement, on terms and conditions satisfactory to the Bank, entered into or to be entered into between the Project Implementing Entity and JRCB, for the purpose of providing Risk-sharing Transfers to JRCB, as the same may be amended or supplemented from time to time with the prior written approval of the Bank.

28. "Safeguards Instruments" means, collectively, the Environmental Management Plans, the Environmental Management Framework, the Resettlement Policy Framework and any Resettlement Action Plans that may be prepared under the Project, as well as any schedules and annexes supplemental to said instruments.

29. "Signature Date" means the latest of the two dates on which the Borrower and the Bank signed this Agreement and such definition applied to all references to "the date of the Loan Agreement" in the General Conditions.

30. "Sub-grant" means a grant to be provided out of the proceeds of the Loan to an Eligible Beneficiary for activities under Part 1.1 of the Project, and in accordance with a Sub-grant Agreement, as provided for in Section I.E of the Schedule to the Project Agreement.

31. "Sub-grant Agreement" means each agreement to be entered into between a Project County and an Eligible Beneficiary providing for a Sub-grant under Part 1.1 of the Project, as provided for in Section I.E of the Schedule to the Project Agreement.

32. "Training" means the costs of training activities under the Project, based on the Annual Work Plans, and attributable to seminars, workshops, and domestic and overseas training and study tours, along with travel and subsistence allowances for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Section 5.13 (Procurement) is deleted in its entirety and the remaining section in Article V is renumbered accordingly.

2. Paragraphs 84 (Procurement Plan) and 85 (Procurement Regulations) in the Appendix are deleted in their entirety and the subsequent paragraphs are renumbered accordingly.