Global Environment Facility
Grant Agreement

(Sino-Singapore Tianjin Eco-City Project)

between

PEOPLE’S REPUBLIC OF CHINA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
(acting as an Implementing Agency of the Global Environment Facility)

Dated September 25, 2010
GEF GRANT NUMBER TF097018

GLOBAL ENVIRONMENT FACILITY GRANT AGREEMENT

AGREEMENT dated September 25, 2010, entered into between PEOPLE’S REPUBLIC OF CHINA (the Recipient); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the World Bank) acting as an implementing agency of the Global Environment Facility (GEF) in respect of grant funds provided to the GEF Trust Fund by certain members of the Bank as participants of the GEF.

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions for Grants Made by the World Bank Out of various Funds, dated July 1, 2008 (“Standard Conditions”) constitute an integral 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 Standard Conditions or in this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall cause the Project Implementing Entity to carry out the Project in accordance with the provisions of Article II of the Standard Conditions and the Project Agreement.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

Article III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to six million one hundred sixty three thousand six hundred and thirty six Dollars ($6,163,636) (“Grant”) to assist in financing the Project.
3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions, the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

Article IV
Additional Remedies

4.01. The Additional Events of Suspension referred to in Section 4.02(i) of the Standard Conditions consist of the following:

(a) the Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by Project Implementing Entity of its obligations under the Project Agreement;

(b) the Project Implementing Entity has failed to perform any obligation under the Project Agreement;

(c) the World Bank has declared the Project Implementing Entity ineligible to receive proceeds of any financing made by it, or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the World Bank (including as administrator of funds provided by another financier), as a result of: (i) a determination by the World Bank that 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 World Bank; and/or (ii) a declaration by another financier that the Project Implementing Entity is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier;

(d) as a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that the Project Implementing Entity will be able to perform its obligations under the Project Agreement; and

(e) the World Bank has determined after the Effective Date referred to in Section 5.03 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient’s right to make withdrawals from the
Grant Account if this Agreement had been effective on the date such event occurred.

Article V
Effectiveness

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied:

(a) the execution and delivery of this Agreement on behalf of the Recipient has been duly authorized or ratified by all necessary governmental action; and

(b) the execution and delivery of the Project Agreement on behalf of the Project Implementing Entity has been duly authorized or ratified by all necessary governmental action.

5.02. (a) As part of the evidence to be furnished pursuant to Section 5.01(a), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank, showing on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

(b) As part of the evidence to be furnished pursuant to Section 5.01(b), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank, showing on behalf of the Project Implementing Entity that the Project Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Sections 5.01 and 5.02 (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.04. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the
delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article VI
Recipient's Representative; Addresses

6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is the Minister of Finance.

6.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

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

    Facsimile:
    (86-10) 68551125

6.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions 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  248423 (MCI)  (202) 477-6391
    Washington, D.C.  64145 (MCI)  
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
(as an Implementing Agency of the Global Environment Facility)

By /s/ Klaus Rohland
Authorized Representative
SCHEDULE 1

Project Description

The objective of the Project is to assist SSTECAC to develop SSTEC as an energy and resource efficient and low GHG emission city.

The Project consists of the following parts:

Part A: Technical Assistance, Software and Equipment

1. Provision, through an Eco-City Advisory Panel led by the Eco-City Advisor, of overall advisory services, inter alia: (a) for the implementation of the SSTEC Master Plan; (b) management and coordination of the Project; (c) monitoring and evaluation of the implementation of the Master Plan referred to in (a) above; and (d) replication and dissemination of the experiences of the implementation of the said Master Plan.

2. Provision of technical advisory services, capacity building, and associated software and equipment for the implementation of the SSTEC Master Plan, including, inter alia:

   (a) assisting SSTECAC to develop policy, regulatory, incentives and institutional frameworks for: (i) the promotion of efficient energy/resource use and achieving KPIs in the sectors of water (reducing water consumption, increasing water production from non-traditional sources), solid waste (reducing waste generation and promoting solid waste recycling); and energy (promoting energy efficient investment and renewable energy use, excluding the green building supported under Part C of this Project); (ii) the promotion of green transport trips, excluding the public transport development supported under Part B of this Project; and (iii) the provision of on-the-job training to SSTECAC staff on policy, regulatory, incentive and institutional frameworks;

   (b) assisting SSTECAC to: (i) develop finance and economic analysis models for project investment decisions based on life time cost benefit analysis concept and application of this model to key public infrastructure investments; (ii) develop a finance mechanism and plan for capital investment and revenues/expenditures projections for key public infrastructure and public utilities; (iii) develop a SSTEC municipal finance model based on capital investment finance plan and revenues/expenditures projections of the key public infrastructures and facilities mentioned in (ii) above; and (iv) provide on-the-job training to SSTECAC staff on the finance mechanism so developed;
(c) assisting SSTECAC to: (i) review the KPIs and develop additional secondary performance indicators, if necessary; (ii) calculate city based GHG emission; (iii) update the Project implementation schedule (physical construction and institutional development); (iv) develop a management information system for progress monitoring and evaluation, including the implementation of the social and environmental safeguard measures; and (v) provide on-the-job training to SSTECAC staff on the monitoring mechanism of the Project implementation; and

(d) provision of training on selected subjects, including, inter alia, integrated urban planning and management, and life time cost analysis, and organization of study tours in global best-practice cities and participation in international conferences and workshops on sustainable urban development/eco-city development.

Part B: Public Transport System

 Provision of technical advisory services and logistical assistance to develop an integrated public transport system, focusing on the mass-transport system, including bus-rapid-transit, to be introduced as the first step of the Project’s public transport system, and strengthen institutions to support the planning, development, and regulation of public transport, including, inter alia: (i) carrying out of a review and gap analysis across all stages of the planning cycle; (ii) preparation of a detailed public transport network and incremental service delivery plan, including the phasing of delivery concurrent with the staged community development and contingent short term implementation of bus services in lieu of other modal choices; (iii) carrying out of a preliminary public transport feasibility study, including financial analysis of various options and prepare concept designs; and (iv) making recommendations on institutional arrangements for provision and regulation of public transport services.

Part C: Green Building Pilot Investments and Technical Assistance

Demonstrating GBES implementation procedures and replicable energy efficiency technologies and practices, and making GBES possible and effective in promoting energy conservation across SSTEC, through:

1. Piloting of two green buildings (a public housing for low income segment of SSTEC households and a middle school), including the provision of incremental construction costs for energy/water efficiency and renewable energy use, the enhancement options to be selected based on the cost increment, energy savings and replicability.

2. Provision of technical advisory services and goods to facilitate the reduction of building energy use by supporting GBES enhancement, GBES implementation,
knowledge transfer, and incentive schemes, including, *inter alia*: (i) enhancement of the existing GBES by adding more guidance and requirements considering the technical solutions, public awareness, education measures and schemes; (ii) design, definition, and documentation of a clear and robust process by which the GBES can be applied and managed; (iii) monitoring and evaluation of the performance of two pilot green buildings described in paragraph 1 above; and (iv) design of incentive schemes to motivate developers to develop high quality green buildings beyond the minimum requirement of GBES and to motivate residents to live in a green life-style.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Financing Arrangements

1. To facilitate the carrying out of the Project, the Recipient shall make available the proceeds of the Grant to the Project Implementing Entity, under terms and conditions satisfactory to the Bank.

2. The Recipient shall cause the Project Implementing Entity to carry out Parts A, B and C2 of the Project through PMO, and Part C1 of the Project through PMO, with the assistance of TECID, TECI and TECPHCC, under an Implementation Agreement satisfactory to the World Bank.

B. Anti-Corruption

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

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall 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 2.06 of the Standard Conditions and on the basis of the indicators in Annex to this Schedule 2. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the World Bank not later than one (1) month after the end of the period covered by such report.

2. The Recipient shall cause the Project Implementing Entity to prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

3. The Recipient shall cause the Project Implementing Entity, no later than May 1, 2012, to carry out a mid-term review of progress in implementing the Project under terms of reference satisfactory to the World Bank; and (i) furnish the results of the review to the World Bank; and (ii) afford the World Bank a reasonable opportunity to exchange views with the Recipient on such report, and thereafter implement such recommended measures, taking the World Bank’s views on the matter.
B. **Financial Management; Financial Reports; Audits**

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank as part of the Project Report not later than March 31 and September 30 of each calendar year, commencing March 31, 2011, covering the semester, in form and substance satisfactory to the World Bank.

3. The Recipient shall cause the Project Implementing Entity to have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07(b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one (1) Fiscal Year. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

Section III. **Procurement**

All goods, works and services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the provisions of Section III of the Schedule to the Project Agreement.

Section IV. **Withdrawal of Grant Proceeds**

A. **General**

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World 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 Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Consultants’ services, equipment, software, Training and Study Tours under Part A and Part B of the Project</td>
<td>2,150,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Consultants’ services under Part C of the Project</td>
<td>350,000</td>
<td>100%</td>
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<tr>
<td>(3) Incremental costs for energy/water efficiency and renewable energy use, which will exceed the minimum requirements of the GBES, under Part C of the Project, and as established pursuant to the Procurement Plan</td>
<td>3,663,636</td>
<td>100%</td>
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<td>Total Amount</td>
<td>6,163,636</td>
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</table>

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section:

   (a) no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed $1,200,000 equivalent may be made for payments made prior to this date but on or after February 5, 2010; and

   (b) no withdrawal shall be made for payments made under Part C1 of the Project, unless the Implementation Agreement, in form and substance satisfactory to the World Bank, has been executed.

2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is June 30, 2016.
Annex to Schedule 2

Results Monitoring

<table>
<thead>
<tr>
<th>Project Outcome Indicators</th>
<th>Unit</th>
<th>YR1 2010</th>
<th>YR2 2011</th>
<th>YR3 2012</th>
<th>YR4 2013</th>
<th>YR5 2014</th>
<th>YRS 2015</th>
<th>Frequency and Reports</th>
<th>Data Collection Instruments</th>
<th>Responsibility for Data Collection</th>
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<tbody>
<tr>
<td>1. Enabling policy, regulatory and institutional framework for materializing the vision and objectives of the SSTEC master plan.</td>
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<td>Semi-annual report, including MIS output. NB2</td>
<td>PMO</td>
<td>PMO</td>
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<td>2. Share of public transport mode within SSTEC.</td>
<td>0%</td>
<td>25%</td>
<td>30%</td>
<td>35%</td>
<td>40%</td>
<td>45%</td>
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<tr>
<td>3. Incremental annual energy savings and GHG reduction in the GEF Grant-funded two pilot green buildings, which exceed the energy efficient standard of the current GBES of SSTEC NB1</td>
<td>Mwh</td>
<td>1,660</td>
<td>3,853</td>
<td>5,453</td>
<td>5,453</td>
<td>5,453</td>
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<td></td>
<td>tCO2e</td>
<td>1,213</td>
<td>2,602</td>
<td>3,132</td>
<td>3,132</td>
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<td>Intermediate Outcome Indicators</td>
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<td>Semi-annual report, including MIS output. NB2</td>
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<tr>
<td><strong>Component 1: TA for Implementation Framework of SSTEC and Dissemination Activities</strong></td>
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<td>- KPI reviewed and secondary KPIs developed.</td>
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<td>- City Based GHG calculated.</td>
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<td>- Finance and Economic Analysis conducted for key investment components for alternative decisions.</td>
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<td>- SSTEC fiscal finance model developed.</td>
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<td>- Policy, regulatory incentives framework developed for achieving KPIs.</td>
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<td>- Institutional structure and mechanism established for the SSTEC planning, construction and management.</td>
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<td>- Institutional structure and mechanism established for stakeholder coordination.</td>
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<tr>
<td>- MIS for planning, implementation management and monitoring, developed</td>
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<td>- Dissemination Strategy prepared and activities initiated.</td>
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PPO
### Component 2 Public Transport System TA

- Integrated public transport sector strategies, developed
- Lifecycle financial analysis of various transport options undertaken.
- Policy, regulatory, enforcement, institutional and financial frameworks established.
- Detailed implementation plans prepared.
- Intelligent Transport System (ITS) conceptualized.
- Operational and management plans. Transitional arrangements for the advancement from strategic planning to operational level planning and implementation, including phasing of green transport delivery concurrent with the phased development of SSTEC till the construction of the Metro Line.

| | ✓ | ✓ | | Semi-annual report, including MIS output. NB2 | PMO | PMO |
### Component 3: Green Building Pilot Investment and TA

- **Space heating/cooling energy efficiency level of the pilot green buildings.** NB3
  - Pilot public housing
  - Pilot middle school NB4

- **Renewable energy share of the pilot green buildings.**
  - Pilot public housing
  - Pilot middle school

- **Incremental annual energy savings and GHG reduction.**
  - Pilot public housing
  - Pilot middle school

- **Percentage of the buildings exceeding the energy efficient standard of the current GBES of SSTEC.**
- **Revision of SSTEC GBES and its detailed guidelines.**
- **Regulatory, incentive and awareness campaign measures promoting replication of the new technologies.**

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<td>1,660</td>
<td>3,319</td>
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<td>1,213</td>
<td>2,425</td>
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<td>Pilot public housing</td>
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<td>Pilot middle school</td>
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<td>Incremental annual energy savings</td>
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<td>Semi-annual report, including MIS</td>
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- **MWh**
- **tCO2e**
- **PMO**
- **PMO**
NB1. The calculation is based on the design in the feasibility studies at the appraisal stage. Indirect replication effect on additional annual GHG reduction of the rest of the SSTEC building is estimated to be 115,353 tCO2e in 2020, assuming enhanced energy saving measures adopted in the pilots are replicated to 25% of the SSTEC buildings.

NB2. MIS will be developed under the Component 1.

NB3. The space heating/cooling energy efficiency level is compared to buildings built in 1980s when no insulation is required.

NB4. It is expected that heating is mainly supplied by solar thermal and cooling is by tunnel ventilation, so no external heating and cooling is required.
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, with the modifications set forth in Section II of this Appendix.

2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.


4. “Eco-City Advisor” means the advisor of SSTEC (as hereinafter defined).

5. “Eco-City Advisory Panel” means the panel of retained experts led by the Eco-City Advisor, for the purpose of providing oversight and guidance for the implementation of the SSTEC Master Plan, based on international best practices.

6. “Environmental Management Framework” means SSTEC’s “Guideline for Environmental Impact Management” dated April 26, 2010, satisfactory to the World Bank, describing procedures, principles, and guidelines for: (i) the mitigation, enhancement, monitoring, and institutional measures to eliminate any potential adverse environmental impacts of activities under Parts A and B of the Project, or any subsequent investments carried out under said Parts A and B, as specified in the above Guideline for Environmental Impact Management, offset them, or reduce them to acceptable levels, or enhance positive impacts; and (ii) the preparation of a site specific environmental management plan, if required for carrying out any activities under the Project; as the same may be amended from time to time with the prior written agreement of the World Bank, and such term includes any schedules or annexes to such Framework.

7. “Environmental Management Plans” and the acronym “EMPs” mean, collectively, the following plans, which set out the environmental protection measures in respect of the Project, 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 prior written agreement of the World Bank, and such term includes any schedules or annexes to such plans:

(i) SSTEC’s environmental management plan, dated February 5, 2010, prepared for Part C of the Project; and
(ii) any additional environmental management plan of the Recipient, to be agreed with the World Bank, prepared in accordance with the provisions of the Environmental Management Framework for purposes of carrying out any other activities under the Project.

The acronym “EMP” means, individually, any such plan.

8. “Fiscal Year” means the fiscal year of the Recipient starting from January 1 and ending on December 31.


10. “GHG” means green house gases.

11. “Implementation Agreement” means the agreement referred to in Section I.A.2 of Schedule 2 to this Agreement.


15. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated June 4, 2010 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.

16. “Project Agreement” means the agreement between the World Bank and the Project Implementing Entity (as hereinafter defined) of even date herewith, as the same may be amended from time to time; and such term includes all schedules and agreements supplemental to the Project Agreement.

17. “Project Implementing Entity” means Tianjin (as hereinafter defined), or any successor thereto.

18. “PMO” means the Project Management Office, referred to in Section C of the Schedule to the Project Agreement.

19. “SSTEC” means the Sino-Singapore Tianjin Eco-City, a concept which envisions the building of an economically sustainable, socially harmonious, environmentally friendly, and resource-conserving model city, through an integrated approach to planning, land use and urban transport, balancing of
employment and housing supply, and promotion of the use of clean/renewable energy and reuse/recycle of resources through innovative technologies and environmentally friendly policies and investments across various sectors.


23. “TECI” means Tianjin Eco-City Construction and Investment Company, a state owned limited liability company, established on August 4, 2008, and operating pursuant to the laws of the Recipient, and to Business License No. 120000000006104, dated July 29, 2009, issued by the Tianjin Industrial and Commercial Administration.

24. “TECID” means Tianjin Eco-City Investment and Development Co. Ltd, a state owned limited liability company, established on January 18, 2008, pursuant to Tianjin Municipality Decree No.13 2008, and operating pursuant to the laws of the Recipient, and to Business License No. 12108000002892(3-3), dated July 15, 2008, issued by the Tianjin Industrial and Commercial Administration, with responsibility for the construction, operation and maintenance of relevant facilities of the Eco-City, and any successor thereto.

25. “TECPHCC” means Tianjin Eco-City Public Housing Construction Company, a state owned limited liability company, established on December 3, 2009, and operating pursuant to the laws of the Recipient, and to Business License No. 1201940000020, dated December 3, 2009, issued by the Tianjin Industrial and Commercial Administration, with responsibility for the construction, operation and maintenance of public housing of the Eco-City, and any successor thereto.


27. “Training and Study Tours” means the training and the study tours to be provided under the Part A of the Project for the capacity building of SSTECAC staff.

Section II. Modifications to the Anti-Corruption Guidelines

The modifications to the Anti-Corruption Guidelines are as follows:
1. Section 5 is re-numbered as Section 5(a) and a new Section 5(b) is added to read as follows:

“… (b) These Guidelines also provide for the sanctions and related actions to be imposed by the Bank on Borrowers (other than the Member Country) and all other individuals or entities who are recipients of Loan proceeds, in the event that the Borrower or the individual or entity has been debarred by another financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

2. Section 11(a) is modified to read as follows:

“… (a) sanction in accordance with prevailing Bank’s sanctions policies and procedures (fn13) a Borrower (other than a Member Country) (fn14) or an individual or entity, including (but not limited to) declaring such Borrower, individual or entity ineligible publicly, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; (ii) to benefit from a Bank-financed contract, financially or otherwise, for example as a sub-contractor; and (iii) to otherwise participate in the preparation or implementation of the project or any other project financed, in whole or in part, by the Bank, if at any time the Bank determines (fn15) that such Borrower, individual or entity has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in connection with the use of loan proceeds, or if another financier with which the Bank has entered into an agreement for the mutual enforcement of debarment decisions has declared such person or entity ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

Footnotes:

“13. An individual or entity may be declared ineligible to be awarded a Bank financed contract upon completion of sanctions proceedings pursuant to the Bank’s sanctions policies and procedures, or under the procedures of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding, or following a sanction by another financier with whom the Bank has entered into a cross debarment agreement, as a result of a determination by such financier that the firm or individual has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”
“14. Member Country includes officials and employees of the national government or of any of its political or administrative subdivisions, and government owned enterprises and agencies that are not eligible to bid under paragraph 1.8(b) of the Procurement Guidelines or participate under paragraph 1.11(c) of the Consultant Guidelines.”

“15. The Bank has established a Sanctions Board, and related procedures, for the purpose of making such determinations. The procedures of the Sanctions Board sets forth the full set of sanctions available to the Bank. In addition, the Bank has adopted an internal protocol outlining the process to be followed in implementing debarments by other financiers, and explaining how cross-debarments will be posted on the Bank’s website and otherwise be made known to staff and other stakeholders.”