Loan Agreement

(Jiangxi Wuxikou Integrated Flood Management Project)

between

PEOPLE'S REPUBLIC OF CHINA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated May 6, 2013
AGREEMENT dated May 6, 2013 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 Appendix 1 to this Agreement) 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 General Conditions.

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 one hundred million Dollars ($100,000,000) 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 the Reference Rate 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 Withdrawal 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(e) of the General Conditions.
2.05. The Payment Dates are March 15 and September 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: (A) 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; or (B) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread, or vice versa; or (C) all of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread; and (iii) the setting of limits on the Variable Rate or the Reference 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 or the Reference 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 to be carried out by the Project Implementing Entity (Jiangxi) 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 and the Linked Activities are carried out in accordance with the provisions of Schedule 2 to this Agreement.

3.03. The Borrower shall take all such actions as may be necessary to help facilitate the realignment and construction of the Railway Line so as to ensure timely completion of the construction of the Project Dam and its reservoir.

ARTICLE IV — TERMINATION

4.01. 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
Xicheng District
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: INTBAFRAD
Telex: 248423(MCI) or 64145(MCI)
Facsimile: 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 Authorized Representative
Name Yang Yingying
Title Deputy Director-General, International Department, Ministry of Finance

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By Authorized Representative
Name Klaus Rohland
Title Country Director, China
SCHEDULE 1

Project Description

The objective of the Project is to reduce flood risk in the central urban area of Jingdezhen City through implementation of priority structural and non-structural measures, and contribute to establishment of an integrated flood risk management system for the City.

The Project consists of the following parts:

Part 1: Construction of Wuxikou Flood Control Scheme

(a) Construction of a concrete gravity dam located on the main stem of Changjiang River in Luoxi village, Jiaotan Township of Fuliang County about 40 KM upstream of Jingdezhen City with a maximum dam height of 46.8m and crest length of 499m, a gated overflow spillway with 5 gates and 6 bottom outlets, and a hydropower plant with a total installed capacity of 32 MW and annual power generation of 81,210 MWh.

(b) Acquisition and installation of electro-mechanical equipment of 5 radial gates (each of 12m x 6m) for a 78m wide surface spillway and 6 plane gates for the outlets (each of 12m x 9m), two 15-MW and one 2-MW turbine-generator units, a switchyard and 2 transformers, and other necessary equipment for the operation and maintenance of the dam.

(c) Implementation of the Environmental and Social Management Plan (ESMP).

(d) Carrying out of: (i) a comprehensive reservoir management plan development study to identify issues related to future monitoring and adaptive management of the implementation of the ESMP based on evaluation of environment performance; and (ii) a second phase cumulative impact assessment of the Project in the entire Changjiang River Basin.

Part 2: Capacity Building for Integrated Flood Risk Management System

(a) Preparation of a master plan of integrated flood risk management for Jingdezhen City.

(b) Development of an integrated flood risk management decision support system including a real-time flood forecasting and early warning system.
(modeling system) coupled with database, GIS and network technologies.

(c) Construction of a municipal flood control and dispatching center, including design study, building construction to facilitate efficient functioning of the municipal flood management system.

(d) Provision of equipment for a municipal flood control and dispatching center, including essential operation equipment to facilitate efficient functioning of the municipal flood management system.

(e) Carrying out of awareness raising and community engagement activities in integrated flood management through, inter alia, carrying out of training and organizing seminars and workshops.

(f) Provision of specialized technical training for integrated flood risk management for the purpose of raising awareness and engaging different interest groups on risk management and mitigation.

Part 3: Implementation of Resettlement Action Plan

Carrying out a program for the resettlement and rehabilitation of people affected by the implementation of the Project, including: (a) investment in resettlement; (b) investment in special infrastructure; and (c) reallocation of effected section of railway.

Part 4: Project Management and Implementation Support

Strengthening the capacity of Jingdezhen City to implement and manage the Project through, inter alia:

(a) provision of consulting services to enhance engineering design, construction supervision, dam safety and environmental and social management, including the formation and maintenance of a Dam Safety Panel of Experts;

(b) carrying out capacity building activities through workshops, training and study tours;

(c) establishment and operation of a monitoring and evaluation system including a project management information system; and

(d) acquisition of office equipment and vehicles, and provision of operating resources.
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 (Jiangxi) and shall cause the Project Implementation Entity (Jiangxi) to make said proceeds available to Jingdezhen City 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 2.07(c) of this Agreement and Section 4.05(c) of the General Conditions) shall be recovered over a period of 25 years, inclusive of a grace period of 6 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.

2. The Borrower shall cause the Project Implementing Entity: (a) to 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) to 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, to enable the Borrower and the Project Implementing Entity to comply with its undertakings under this Agreement and the Project Agreement; and (c) to 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. Anti-Corruption

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 and Evaluation

A. Project Reports

1. The Borrower shall monitor and evaluate, and shall cause the Project Implementing Entity (Jiangxi) 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 the Annex of the Schedule to the Project Agreement. Each Project Report shall cover the period of one (1) calendar year for the previous year, and shall be furnished to the Bank not later than March 15 of each year, beginning on March 15, 2014.

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.

3. The Borrower shall review the measures to be taken for Project implementation as may be proposed in the mid-term review of the Project referred to in paragraph A.2 of Section II of the Schedule to the Project Agreement and shall take all necessary steps, satisfactory as the Bank, to facilitate the implementation of the recommendations resulting from said review.

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 cause the Project Implementing Entity (Jiangxi) to prepare and furnish to the Bank not later than forty five (45) days after the end of each calendar semester, interim un-audited financial reports for the Project covering the calendar semester, in form and substance satisfactory to the Bank.

3. The Borrower shall cause the Project Implementing Entity (Jiangxi) to have the 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**

All goods, works and services required for the Project to be financed out of the proceeds of the Loan shall be procured in accordance with the provisions of Schedule 2 to the Project Agreement.

Section IV. **Withdrawal of Loan Proceeds**

A. **General**

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of 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: (a) the Front-end Fee in accordance with Section 2.07(b) of the General Conditions; (b) if applicable, the Premium for Interest Rate Caps or Interest Rate Collars in accordance with Section 2.07(c) of the General Conditions; and (c) other 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.
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in Dollars)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Works</td>
<td>91,240,000</td>
<td>77%</td>
</tr>
<tr>
<td>(2) Goods</td>
<td>3,030,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Consultants’ services, Training, workshops and study tour</td>
<td>5,480,000</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Front-end Fee</td>
<td>250,000</td>
<td>Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07(b) of the General Conditions</td>
</tr>
<tr>
<td>(5) Interest Rate Caps or Interest Rate Collar premium</td>
<td>0</td>
<td>Amount due pursuant to Section 2.07(c) of this Agreement</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>100,000,000</td>
<td></td>
</tr>
</tbody>
</table>

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, except that withdrawals up to an aggregate amount not to exceed $20,000,000 equivalent may be made for payments made prior to this date but on or after April 1, 2012, for Eligible Expenditures.

2. The Closing Date is June 30, 2019.
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.

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Installment Share (Expressed as a Percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each March 15 and September 15</td>
<td></td>
</tr>
<tr>
<td>Beginning March 15, 2019 through March 15, 2037</td>
<td>2.63%</td>
</tr>
<tr>
<td>On September 15, 2037</td>
<td>2.69%</td>
</tr>
</tbody>
</table>

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.

5. If the Withdrawn Loan Balance is denominated in more than one Loan Currency, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.
APPENDIX 1

Definitions


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


4. "Dam Construction Supervision and Quality Assurance Plan" means the Plan of Jingdezhen City (as hereinafter defined), prepared pursuant to paragraph 11 of Section I of the Schedule to the Project Agreement, and reviewed by the relevant Dam Safety Panel and setting out measures, including organization, staffing levels, procedures, equipment, and supervision qualifications, for supervision and quality assurance of the construction of said Dam, as said Plan may be modified from time to time with the prior written agreement of the Bank, and such term includes any schedules or annexes to such Plan.

5. "Dam Emergency Preparedness Plan" means the Plan of Jingdezhen City prepared pursuant to paragraph 14 of Section I of the Schedule to the Project Agreement, reviewed by the Dam Safety Panel and detailing, inter alia, the roles of responsible parties during possible emergency situations when facility failure is considered imminent or when expected operational flow release threatens downstream life, property, or economic operations that depend on river flow levels relating to the Project Dam and setting out measures, including clear statements on the responsibility for operations decision making and related emergency communications, maps outlining inundation levels for various emergency conditions, flood warning system characteristics, and procedures for evaluating threatened areas and mobilizing emergency forces and equipment, as said Plan may be modified from time to time with the prior written agreement of the Bank, and such term includes any schedules or annexes to such Plan.

6. "Dam Instrumentation Plan" means the Plan of Jingdezhen City prepared pursuant to paragraph 12 of Section I of the Schedule to the Project Agreement, reviewed by the Dam Safety Panel and setting out measures for the installation of instruments to monitor and record the behavior of and the hydro-meteorological, structural, and seismic factors relating to the Project Dam as said Plan may be modified from time to time with the prior written agreement of the Bank, and such term includes any schedules or annexes to such Plan.
7. "Dam Operation, Maintenance and Surveillance Plan" means the Plan of Jingdezhen City prepared pursuant to paragraph 13 of Section I of the Schedule to the Project Agreement, reviewed by the Dam Safety Panel and setting out measures, including organizational structure, staffing, technical expertise, and training required, equipment and facilities needed, procedures, and funding arrangements, including long-term maintenance and safety inspections, for the operation and maintenance of the Project Dam, as said Plan may be modified from time to time with the prior written agreement of the Bank, and such term includes any schedules or annexes to such Plan.

8. "Dam Safety Panel" means the panel appointed by Jingdezhen City on January 15, 2012 consisting of three experts for the purposes, inter alia, of reviewing the safety and operational aspects of the Project Dam and the Project Affected Dams and to be maintained according to the provision of paragraph 9 of section I of the schedule to the Project Agreement.

9. "Dam Safety Plans" means collectively the following Plans prepared or to be prepared by Jingdezhen City for the Project Dam pursuant to paragraphs 11 to 14 of Section I of the Schedule to the Project Agreement: (i) the Dam Construction Supervision and Quality Assurance Plan; (ii) the Dam Emergency Preparedness Plan; (iii) the Dam Instrumentation Plan; and (iv) the Dam Operation, Maintenance and Surveillance Plan.

10. "Dam Safety Remedial Action Plan" and the acronym "DSRAP" mean the Plan dated December 4, 2012 prepared by Jingdezhen City and reviewed by the Dam Safety Panel setting out remedial and safety measures to be carried out to upgrade the Project Affected Dams to an acceptable standard of safety, including repair and rehabilitation works to be carried out and measures to be taken for strengthening the operational and emergency safety plans of said Dams.

11. "Displaced Persons" means persons who, on account of the execution of the Project and Linked Activities, 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.

12. "Environmental and Social Management Plan" and the acronym "ESMP" mean the plan of Jingdezhen City dated December 4, 2012 adopted by it for the Project, the Linked Activities and all ancillary activities related thereto including construction of access roads, borrow pits, spoil disposal sites, resettlement sites and workers camps, such plan setting forth, inter alia, the assessment of
environmental impacts of the Project, including impacts on natural habitats, wildlife, physical cultural resources, fish and aquatic biota, soil and water conservation in the basin area of the Changjiang River, reservoir clearance, and health and safety of villagers in the vicinity of construction sites, recommendations for mitigation of adverse impacts and enhancement of positive impacts based on such assessment, the detailed budget required, the guidelines for environmental screening and monitoring of implementation and reporting arrangements, as such plan may be amended from time to time with the prior written approval of the Bank; and such term includes all attachments and annexes supplemental to said Plan.

13. “Expert Group” means a group of experts established by Jingdezhen City and to be maintained under the PMO according to the provisions of paragraph A.1(b) of Section I of the Schedule to the Project Agreement.


15. “Independent Panel of Experts for Environment, Social and Resettlement and Dam Safety” means the integrated Panel consisting of experts in the field of environment, and social and resettlement, and including members of the Dam Safety Panel, established by Jingdezhen City on October 15, 2012 for the purposes, inter alia, of reviewing and advising on the preparation and implementation of the ESMP, the RAP, the RPF, the Dam safety Plans and the Dam Safety Remedial Action Plan.

16. “Jiangxi” means the Borrower’s Province of Jiangxi or any successor thereto.

17. “Jingdezhen City” means the Borrower’s city of Jingdezhen in Jiangxi or any successor thereto.

18. “Jingdezhen City Dike System” means the ongoing program of Jingdezhen City, financed from its own resources, which includes the construction of dikes along sections of the Changjiang River to upgrade flood protection and rehabilitate the city’s urban drainage system and constitutes, together with the Wuxikou flood control scheme to be financed under Part I of Project, the strategy of the city for protection from 50-year flood event of the Changjiang River in the territory of the Borrower.

19. “Linked Activities” means the activities linked to the Project consisting of: (a) the Railway Line; (b) the Transmission Line; and (c) the Jingdezhen City Dike System.

20. “Pest Management Plan” and the acronym “PMP” mean the Pest Management Plan dated December 4, 2012 adopted by Jingdezhen City and to be implemented
or caused to be implemented by it for improving integrated pest management activities during the design, construction and operation of the Project, including environmental and safety risk assessment, capacity building, grievance handling mechanisms, and monitoring and evaluation arrangements, as such plan may be amended from time to time with the prior written approval of the Bank; and such term includes all attachments and annexes supplemental to said Plan.

21. “Project Affected Dams” means collectively the existing dams as set out in the Project Implementation Plan located in an area lying upstream or downstream of any facilities to be constructed or rehabilitated under the Project, and the deficiencies of which may cause damage to the safe construction or operation of the Project Dam or whose safe operation may be affected by the construction or operation of the Project Dam, each such Dam to be reviewed by the Dam Safety Panel in order to ensure its operational safety, including the preparation and implementation for any such dam of required remedial safety measures.

22. “Project Dam” means the Dam to be constructed under Part 1(a) of the Project.

23. “Procurement and Financial Management Information System” means the system, acceptable to the Bank, to be installed for the Project by Jingdezhen City to improve internal controls, monitor the entire procurement process and financial transactions, identify and cross-check errors, and improve external reviews and auditing, and to be applied in accordance with the provisions of paragraph B.4 of Section II of the Schedule to the Project Agreement.


25. “Procurement Plan” means the Borrower’s procurement plan for the Project dated December 18, 2012, 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.

26. “Project Agreement” means the Project agreement for the Project between Jiangxi and the Bank dated the same date as this Agreement, as such agreement may be amended from time to time with the prior written approval of the Bank, and such term includes all appendices, schedules and agreements supplemental to said Agreement.

27. “Project Implementation Plan” means the Plan dated January 20, 2013, adopted by Jingdezhen City setting out the detailed arrangements and procedures for implementing and supervising the Project, and to be carried out by Jingdezhen City in the implementation of the Project, as the same may be amended from
time to time with the prior written approval of the Bank; and such term includes all attachments and annexes supplemental to said Plan.


29. "Project Leading Group" means the project leading group established by Jingdezhen City and to be maintained according to the provisions of paragraph A.1 (a) of Section I of the Schedule to the Project Agreement.

30. "Project Management Office" or "PMO" means the office established within the Water Resources Bureau of Jingdezhen City and to be maintained according to the provisions of paragraph A.1 (b) of Section I of the Schedule to the Project Agreement.

31. "Railway Line" means the portion of the Anhui-Jiangxi railway segment measuring about 20 KM in length near Zhitan Town of Fuliang County in Jingdezhen City which will be affected by the construction of the Project Dam and its reservoir and will accordingly be moved and reconstructed with a different alignment.

32. "RAP" means the Resettlement Action Plan dated August 30, 2012 duly adopted by Jingdezhen City and to be implemented or caused to be implemented by it in carrying out the Project, which plan sets out, inter alia: (a) the principles and procedures governing the acquisition of land required for the Project and related facilities, including construction camps, borrow pits, spoil disposal sites, resettlement sites and quarries; (b) principles, actions and measures for the payment of compensation to Displaced Persons under the Project and for their resettlement and rehabilitation; (c) the findings of a due diligence review of the actions and measures taken for the resettlement, rehabilitation and payment of compensation to Displaced Persons under the Linked Activities that have been completed, and the actions and measures to be taken to address any deficiency identified or that may be identified in the future, including the principles and procedures to be followed in respect thereof; and (d) reporting and monitoring arrangements to ensure compliance with said plan, as the same may be revised from time to time with the agreement of the Bank; and such term includes all attachments and annexes supplemental to said plan.

33. "Resettlement Policy Framework" or "RPF" means the policy framework, dated December 4, 2012, adopted by Jingdezhen City, which sets out the policies and procedures for land acquisition, resettlement, compensation and rehabilitation of people affected by the Linked Activities that will be carried out in the future and that are not covered by RAP, and for the preparation of resettlement action plans as may be required for the implementation of said Activities, as said policy framework 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 Policy Framework.

34. "Training, workshops and study tours" mean the costs of training activities under the Project, based on annual work plans and budgets approved by the Bank, and attributable to seminars, workshops, and domestic and overseas 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.

35. "Transmission Line" means the line to be built to evacuate power from the hydropower plant to be built under Part 1(a) of the Project.