Global Environment Facility
Grant Agreement

(Urban-Scale Building Energy Efficiency and Renewable Energy 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 July 4, 2013
GEF GRANT NUMBER TF014522-CN

GLOBAL ENVIRONMENT FACILITY
GRANT AGREEMENT

AGREEMENT dated 4 July 2013, entered into between:

PEOPLE'S REPUBLIC OF CHINA ("Recipient"); and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as an implementing agency of the Global Environment Facility ("GEF").

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions


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 the Appendix to this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out Parts 1 (a) and 2 (a) of the Project and Part 4 of the Project as it relates to Parts 1 (a) and 2 (a) of the Project through the Ministry of Housing and Urban-Rural Development, and cause Parts 1 (b), 2 (b), and 3 of the Project and Part 4 of the Project as it relates to Parts 1 (b), 2 (b), and 3 of the Project to be carried out by Beijing Municipality and Parts 1 (c) and 2 (c) of the Project and Part 4 of the Project as it relates to Parts 1 (c) and 2 (c) of the Project to be carried out by Ningbo Municipality (Beijing Municipality and Ningbo Municipality, collectively, "Project Implementing Entities") in accordance with the provisions of Article II of the Standard Conditions and the agreement dated the same date as this Agreement between the World Bank and the Project Implementing Entities, as such agreement may be amended from time to time ("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 twelve million Dollars ($12,000,000) ("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 from the donor to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donor under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Additional Remedies

4.01. The Additional Events of Suspension referred to in Section 4.02 (k) 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 any of the Project Implementing Entities of their obligations under the Project Agreement;

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

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

(d) 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; Termination**

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the following condition has been satisfied, namely, that the execution and delivery of this Agreement on behalf of the Recipient and the Project Agreement on behalf of the Project Implementing Entities have been duly authorized or ratified by all necessary governmental action.

5.02. As part of the evidence to be furnished pursuant to Section 5.01, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing the following matters:

(a) 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; and

(b) on behalf of the Project Implementing Entities, that the Project Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Project Implementing Entities, and is legally binding upon them 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 Section 5.01 ("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 its 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
China

Facsimile:
86-10-6855-1125

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: Telex: Facsimile:
INTBAFRAD 248423 (MCI) or 1-202-477-6391
Washington, D.C. 64145 (MCI)
AGREED at Beijing, China, as of the day and year first above written.

PEOPLE'S REPUBLIC OF CHINA

By

Authorized Representative

Name: Liang Ziqiang
Title: Deputy Director-General, International Department, Ministry of Finance

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

By

Authorized Representative

Name: Klaus Rehbrand
Title: Country Director, China
SCHEDULE 1

Project Description

The objective of the Project is to improve selected national and city-level policies for: (i) the promotion of low-carbon, adaptive, and livable urban forms; (ii) an increase in energy efficiency in public and commercial buildings; and (iii) the scale-up of commercially viable rooftop solar photovoltaic deployment.

The Project consists of the following parts:


   (a) National support for development of low-carbon, adaptive, and livable urban forms: Improvement of statutory urban planning standards and regulations, national consensus-building, and support to city pilots, including carrying out of empirical studies and analyses and a review of urban development policies having a direct impact on urban forms, outreach to and capacity building of concerned national government agencies, and the public, and provision of technical support to pilots for the development of low-carbon, adaptive, and livable urban forms in selected cities.

   (b) Beijing Municipality studies and analyses: Carrying out of empirical studies and analyses in Beijing Municipality for improvement of statutory urban planning standards and regulations.

   (c) Ningbo Municipality studies and pilot:

      (i) Carrying out of empirical studies and analyses in Ningbo Municipality for improvement of statutory urban planning standards and regulations; and

      (ii) implementation of a pilot for improvements in master and construction-control planning demonstrating the impact of low-carbon, adaptive, and livable urban planning and design in Damuwan, including revision of the development master plan for a selected centrally located area, development of associated construction-control plans, and carrying out of a comprehensive transport planning exercise for Damuwan.
2. **Improving Energy Efficiency in Public and Commercial Buildings**

   (a) National support for energy performance benchmarking and disclosure for large public and commercial buildings:

   (i) Development of a model methodology and national guidelines for energy performance benchmarking and disclosure based on the pilot programs in this regard carried out in Beijing and Ningbo Municipalities under Parts 2 (b) and 2 (c) of the Project, respectively; and

   (ii) design and implementation of a national program for replication of energy performance benchmarking and disclosure in additional cities.

   (b) Improvement of policies and implementation capacity in Beijing Municipality:

   (i) Design and implementation of a mandatory energy performance benchmarking and disclosure program for large public and commercial buildings, including a pilot program for selected building types, and development of procedures for the introduction of a local mandate for energy performance benchmarking and disclosure;

   (ii) improvement of key policy instruments and mechanisms in light of international best practice, including carrying out of related studies and analyses and development of policies for the promotion of building energy efficiency and green buildings, and establishment of an online registry of and certification platform for green buildings; and

   (iii) outreach to and capacity building of local stakeholders and construction trades for purposes of fulfillment of new or revised policy and regulatory requirements.

   (c) Improvement of policies and implementation capacity in Ningbo Municipality:

   (i) Design and implementation of a mandatory energy performance benchmarking and disclosure program for large public and commercial buildings, and establishment of an online energy monitoring program for such buildings;
(ii) carrying out of Green Building Subprojects demonstrating bioclimatic and cost-optimal designs for new green buildings and green building retrofitting incorporating international best practice at Ningbo University, including financing of part of the cost of low-carbon technologies incremental to that incurred to fulfill municipal building code requirements; and

(iii) carrying out of related policy studies and capacity building of local stakeholders and construction trades for purposes of fulfillment of new or revised policy and regulatory requirements.

3. Scaling up Commercially Viable Rooftop Solar Photovoltaic Deployment

Development of local capacity for scaling up of commercially viable solar energy deployment:

(a) Demonstration of the renewable energy service company business model for large-scale grid-connected rooftop solar photovoltaic deployment in Beijing Municipality, provision of engineering and technical support in relation to photovoltaic systems to Beijing YuanShen Energy-Saving Technology Company Limited, and independent monitoring and evaluation of implementation and results of the renewable energy service company business model;

(b) demonstration of two-way metering in Beijing Municipality;

(c) establishment of an online monitoring system for rooftop photovoltaic systems and a solar-energy information portal in Beijing Municipality; and

(d) improvement of renewable-energy education in schools and other educational institutions in Beijing Municipality.

4. Project Management

Project management, implementation, and monitoring and evaluation.
Section I. **Institutional and Other Arrangements**

A. **Institutional Arrangements**

The Recipient shall be responsible for the management, implementation, and monitoring and evaluation of its Respective Part of the Project through the Ministry of Housing and Urban-Rural Development. To this end, the Recipient shall maintain, through the Ministry of Housing and Urban-Rural Development, throughout Project implementation, the following entities with functions, staffing, and resources satisfactory to the World Bank:

(a) the National Advisory Committee, which shall be responsible for the provision of policy guidance to Parts 1 and 2 of the Project; and

(b) the Project Management Office, which shall be responsible for the overall coordination of Parts 1 and 2 of the Project and implementation of the Recipient’s Respective Part of the Project.

B. **On-granting**

To facilitate the carrying out of the Project Implementing Entities’ Respective Parts of the Project, and prior to the carrying out of activities thereunder, the Recipient shall make part of the proceeds of the Grant available to each of the Project Implementing Entities on a grant basis, under terms and conditions acceptable to the World Bank.

C. **Anti-Corruption**

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

D. **Implementation Plans**

1. The Recipient shall:

   (a) through the Ministry of Housing and Urban-Rural Development, carry out, and cause the Project Implementing Entities to carry out, the Project in accordance with the Implementation Plans; and
except as the World Bank shall otherwise agree in writing, not assign, 
amend, abrogate, or waive, or permit to be assigned, amended, 
abrogated, or waived, the aforementioned, or any provision thereof.

2. In the event of a conflict between the provisions of any of the Implementation 
Plans and those of this Agreement, the latter shall govern.

E. Annual Work Plans and Budgets

The Recipient shall, through the Ministry of Housing and Urban-Rural 
Development:

(a) furnish to the World Bank for review and approval as soon as available, 
but in any case not later than October 31 of each year, the annual work 
plan and budget for its Respective Part of the Project for each subsequent 
year of Project implementation, of such scope and detail as the World 
Bank shall have reasonably requested, except for the annual work plan 
and budget for its Respective Part of the Project for the first year of 
Project implementation, which shall be furnished not later than one (1) 
month after the Effective Date; and

(b) thereafter ensure that its Respective Part of the Project is carried out in 
accordance with such plan and budget as agreed with the World Bank.

F. Safeguards

1. The Recipient shall, through the Ministry of Housing and Urban-Rural 
Development, ensure that the Project is carried out in accordance with the 
provisions of the Environmental Management Plans, and, except as the World 
Bank shall otherwise agree in writing, the Recipient shall not assign, amend, 
abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the 
aforementioned, or any provision thereof.

2. The Recipient shall, through the Ministry of Housing and Urban-Rural 
Development, ensure that no land acquisition or Involuntary Resettlement is 
carried out under the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall, through the Ministry of Housing and Urban-Rural 
Development, monitor and evaluate the progress of its Respective Part of the 
Project and prepare Project Reports for its Respective Part of the Project in
accordance with the provisions of Section 2.06 of the Standard Conditions and on
the basis of the indicators set forth in its Implementation Plan. Each Project
Report shall cover the period of one (1) calendar semester, and shall be furnished
to the World Bank, through the Ministry of Housing and Urban-Rural
Development, not later than sixty (60) days after the end of the period covered by
such report.

2. The Recipient shall, through the Ministry of Housing and Urban-Rural
Development, prepare the Completion Report in accordance with the provisions
of Section 2.06 (b) (ii) of the Standard Conditions. The Completion Report shall
be furnished to the World Bank, through the Ministry of Housing and Urban-
Rural Development, not later than six (6) months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall, through the Ministry of Housing and Urban-Rural
Development, 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, through the Ministry of Housing and Urban-Rural
Development:

(a) ensure that its Respective Part of the Project is carried out in accordance
with its Financial Management Manual; and

(b) except as the World Bank shall otherwise agree in writing, not assign,
amend, abrogate, or waive, or permit to be assigned, amended,
abrogated, or waived, the aforementioned, or any provision thereof.

3. In the event of a conflict between the provisions of the Recipient’s Financial
Management Manual and those of this Agreement, the latter shall govern.

4. The Recipient shall, through the Ministry of Housing and Urban-Rural
Development, ensure that interim unaudited financial reports for its Respective
Part of the Project are prepared and furnished to the World Bank not later than
sixty (60) days after the end of each calendar semester, covering the semester, in
form and substance satisfactory to the World Bank.

5. The Recipient shall, through the Ministry of Housing and Urban-Rural
Development, have its Financial Statements for its Respective Part of 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 of the Recipient. The audited Financial Statements for each
such period shall be furnished to the World Bank, through the Ministry of
Housing and Urban-Rural Development, not later than six (6) months after the end of such period.

Section III. **Procurement**

A. **General**

1. **Procurement and Consultant Guidelines.** All goods, works, non-consulting services, and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

   (a) Section I of the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 ("Procurement Guidelines") in the case of goods, works, and non-consulting services and Sections I and IV of the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 ("Consultant Guidelines") in the case of consultants' services; and

   (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines ("Procurement Plan").

2. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II, III, IV, and V of the Consultant Guidelines.

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; with the exception of goods, works.
and non-consulting services for Part 2 (c) (ii) of the Project, which may be procured in accordance with the procedures set forth in Section I.F.1 (e) (viii) of the Schedule to the Project Agreement.

The procedures applicable to the procurement of goods, works, and non-consulting services under contracts awarded on the basis of National Competitive Bidding shall be those set forth in the Recipient’s Law on Tendering and Bidding promulgated by its Order No. 21 dated August 30, 1999, with the modifications set forth below in order to ensure economy, efficiency, transparency, and broad consistency with the provisions of Section I of the Procurement Guidelines, pursuant to paragraph 3.3 of said Guidelines. In the event of a conflict between the Recipient’s procedures and the modifications set forth below, the latter shall govern.

(i) All invitations to prequalify or bid shall be advertised in a newspaper of national circulation in the Recipient’s country, except for those relating to 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, both of which may be advertised in a provincial daily newspaper. Such advertisement shall be made in sufficient time for prospective bidders to obtain prequalification or bidding documents and prepare and submit their responses. In any event, a minimum of thirty (30) days shall be given to bidders between the date of advertisement in such newspaper and the deadline for submission of bids, and the advertisement and bidding documents shall specify the deadline for such submission.

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

(iii) All bidders that meet the qualification criteria set out in the prequalification documents shall be allowed to bid, and there shall be no limit on the number of pre-qualified bidders.

(iv) All bidders shall be required to provide security in an amount sufficient to protect the Recipient or the Project Implementing 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.

(v) Bidders shall be allowed to submit bids by mail or by hand. The time for opening of all bids shall be the same as the deadline for
receipt of such bids.

(vi) All bids shall be opened in public; all bidders shall be offered an opportunity to be present (either in person or through their representatives) at the time of bid opening, but bidders shall not be required to be present at the bid opening.

(vii) All bid evaluation criteria shall be disclosed in the bidding documents and quantified in monetary terms or expressed in the form of pass/fail requirements.

(viii) No bid may be rejected solely on the basis that the bid price falls outside any standard contract estimate, or margin or bracket of average bids established by the Recipient or the Project Implementing Entity, as the case may be.

(ix) Each contract shall be awarded to the lowest evaluated responsive bidder, that is, the bidder who meets the appropriate standards of capability and resources and whose bid has been determined: (A) to be substantially responsive to the bidding documents; and (B) to offer the lowest evaluated cost. The winning bidder shall not be required, as a condition of award, to undertake responsibilities for work not stipulated in the bidding documents or otherwise to modify the bid as originally submitted.

(x) Each contract financed out of the proceeds of the Grant shall provide that the suppliers and contractors shall permit the World Bank, at its request, to inspect their accounts and records relating to the performance of the contract and to have said accounts and records audited by auditors appointed by the World Bank.

(xi) Government-owned enterprises in the Recipient’s country may be permitted to bid or submit a proposal of goods if they can establish that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not a dependent agency of the agency conducting the procurement.

(xii) Re-bidding should 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 World Bank’s prior written agreement.

(xiii) The results of bid evaluation and contract award shall be published in the national or provincial press (as provided under subparagraph (i) above) or official gazette or a free and open-access website and shall identify the name and offered price of the winning bidder, as
well as the duration and summary scope of the awarded contract.

(xiv) The Recipient or the Project Implementing Entities shall have in place provisions for bidders to protest.

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 assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection based on Consultants’ Qualifications; (c) Single-source Selection of consulting firms; (d) Selection of Individual Consultants; and (e) Single-source procedures for the Selection of Individual Consultants; with the exception of consultants’ services for Part 2 (c) (ii) of the Project, which may be procured in accordance with the procedures set forth in Section I.F.1 (e) (viii) of the Schedule to the Project Agreement.

D. Review by the World Bank of Procurement Decisions

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

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 shall specify by notice to the Recipient (the Disbursement Letter), 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) Eligible Expenditures for the Recipient’s Respective Part of the Project (Ministry of Housing and Urban-Rural Development):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Consultants’ services and Training</td>
<td>3,600,000</td>
<td>100%</td>
</tr>
<tr>
<td>(b) Operating Costs</td>
<td>400,000</td>
<td></td>
</tr>
<tr>
<td>(2) Eligible Expenditures for Beijing Municipality’s Respective Part of the Project:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Consultants’ services and Training for Parts 1 (b) and 2 (b) of the Project</td>
<td>2,500,000</td>
<td>100%</td>
</tr>
<tr>
<td>(b) Goods, consultants’ services, and Training for Part 3 of the Project</td>
<td>2,000,000</td>
<td></td>
</tr>
<tr>
<td>(3) Eligible Expenditures for Ningbo Municipality’s Respective Part of the Project:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Goods, consultants’ services, and Training</td>
<td>2,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(b) Green Building Subproject Grant(s)</td>
<td>1,400,000</td>
<td>100% of amounts disbursed</td>
</tr>
<tr>
<td>(c) Operating Costs</td>
<td>100,000</td>
<td>100%</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 $500,000 equivalent may be made for payments made prior to this date but on or after January 1, 2013, for Eligible Expenditures.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2018.
APPENDIX

Definitions

1. "Beijing Energy Investment Holding Company Limited" means the enterprise wholly-owned by the Recipient established and operating pursuant to the Recipient’s Company Law of 1996 and said enterprise’s Business Registration No. 110000007832879 and its charter dated December 8, 2004, or a successor thereto.

2. "Beijing Housing and Urban-Rural Development Commission" means Beijing Municipality (as hereinafter defined)’s commission, responsible for the management of housing and urban and rural development, or a successor thereto.

3. "Beijing Development and Reform Commission" means Beijing Municipality’s commission, responsible for development and reform, or a successor thereto.

4. "Beijing Municipality" means the Recipient’s administrative subdivision of such name in the north of its territory, or a successor thereto.


6. "Damuwan" means the Recipient’s administrative subdivision of such name in the southeast of Xiangshan County (as hereinafter defined).

7. "Environmental Management Plans" means Ningbo Municipality (as hereinafter defined)’s two (2) plans, each dated August 2012 and agreed with the World Bank, setting forth mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, to eliminate any adverse environmental impacts of Green Building Subprojects (as hereinafter defined), offset them, or reduce them to acceptable levels, or enhance positive impacts, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any annexes, appendices, or schedules to such plans.

8. "Financial Management Manuals" means, collectively, the Recipient’s manual, Beijing Municipality’s two (2) manuals (one (1) each for the Beijing Housing and Urban-Rural Development Commission and the Beijing Development and Reform Commission), and Ningbo Municipality’s manual, each dated February 7, 2013 and agreed with the World Bank, setting out financial management and disbursement arrangements for purposes of Project
implementation, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any annexes, appendices, or schedules to such manual.

9. "Green Building Subproject" means a specific green building activity carried out under Part 2 (c) (ii) of the Project, financed or proposed to be financed through a Green Building Subproject Grant (as hereinafter defined) in accordance with the criteria set forth in Ningbo Municipality (as hereinafter defined)’s Implementation Plan (as hereinafter defined).

10. "Green Building Subproject Grant" means a grant made or proposed to be made to Ningbo University (as hereinafter defined) out of the proceeds of the Grant to finance a Green Building Subproject pursuant to a Green Building Subproject Grant Agreement (as hereinafter defined).

11. "Green Building Subproject Grant Agreement" means an agreement, referred to in Part F of the Schedule to the Project Agreement, between Ningbo Municipality and Ningbo University, setting forth the terms and conditions governing a Green Building Subproject Grant.

12. "Implementation Plans" means, collectively, the Recipient’s, Beijing Municipality’s, and Ningbo Municipality’s plans, dated February 4, 2013, February 4, 2013, and February 12, 2013, respectively, and agreed with the World Bank, setting forth implementation, organizational, administrative, monitoring and evaluation, and procurement arrangements for purposes of implementation of their Respective Parts of the Project (as hereinafter defined), and, where Ningbo Municipality’s plan is concerned, the criteria, procedures, and terms for Green Building Subprojects, including the Outputs (as hereinafter defined) of such Subprojects, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any annexes, appendices, or schedules to such plans.

13. "Involuntary Resettlement" means the following caused on account of Project implementation: (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 the affected person 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 the affected person.

14. "Ministry of Housing and Urban-Rural Development" means the Recipient’s ministry responsible for housing and urban and rural development, or a successor thereto.
15. "National Advisory Committee" means the Recipient’s committee, headed by the Ministry of Housing and Urban-Rural Development and including representatives of the ministries relevant for purposes of the Project and Beijing and Ningbo Municipalities, or a successor thereto.

16. "Ningbo Housing and Urban-Rural Development Committee" means Ningbo Municipality’s committee responsible for housing and urban and rural development, or a successor thereto.

17. "Ningbo Municipality" means the Recipient’s administrative subdivision of such name in the northeast of Zhejiang Province (as hereinafter defined), or a successor thereto.

18. "Ningbo University" means the Recipient’s university of such name in the northeast of Ningbo Municipality, or a successor thereto.

19. "Output" means any of the design- or installation-phase outputs of a Green Building Subproject, as set forth in Ningbo Municipality’s Implementation Plan, eligible for financing out of the proceeds of the Grant on the basis of the arrangements set forth in said Plan or the respective Green Building Subproject Grant Agreement.

20. "Operating Costs" means the operating costs of the Project incurred by the Recipient and the Project Implementing Entities on the basis of the annual work plans and budgets referred to in Section LE of Schedule 2 to this Agreement and Section ID of the Schedule to the Project Agreement for purposes of Project management, implementation, and monitoring and evaluation, on account of office supplies and consumables, utilities, bank charges, communications, mass media and printing services, vehicle rental, operation, maintenance, and insurance, building and equipment maintenance, domestic travel, lodging, and subsistence allowances, and salaries of contractual and temporary staff, but excluding salaries and any salary supplements of members of the Recipient’s or the Project Implementing Entities’ civil service.


22. "Project Management Office" means the Recipient’s office, under the Ministry of Housing and Urban-Rural Development, or a successor thereto.

23. "Respective Part of the Project" means, individually, the following: (a) for the Recipient, Parts 1 (a) and 2 (a) of the Project and Part 4 of the Project as it relates to Parts 1 (a) and 2 (a) of the Project; (b) for Beijing Municipality, Parts 1 (b), 2 (b), and 3 of the Project and Part 4 of the Project as it relates to Parts 1 (b), 2 (b), and 3 of the Project; and (c) for Ningbo Municipality, Parts 1 (c) and 2 (c) of
the Project and Part 4 of the Project as it relates to Parts 1 (c) and 2 (c) of the Project.

24. "Training" means the cost of training financed under the Project, incurred on the basis of the annual work plans and budgets referred to in Section I.E of Schedule 2 to this Agreement and Section I.D of the Schedule to the Project Agreement, attributable to seminars, study tours, and workshops, along with the cost of domestic and international travel and subsistence for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to training preparation and implementation.

25. "Xiangshan County" means the Recipient’s administrative subdivision of such name in the southeast of Ningbo Municipality, or a successor thereto.

26. "Zhejiang Province" means the Recipient’s administrative subdivision of such name in the southeast of its territory, or a successor thereto.