
LOAN NUMBER 3215-PRC

PROJECT AGREEMENT
(Guangxi Baise Vocational Education Development Project)

between

ASIAN DEVELOPMENT BANK

and

GUANGXI ZHUANG AUTONOMOUS REGION GOVERNMENT
BAISE MUNICIPAL GOVERNMENT

DATED 19 MARCH 2015

PRC 47009

PROJECT AGREEMENT

PROJECT AGREEMENT dated 19 March 2015 between ASIAN DEVELOPMENT BANK (“ADB”) on the one part and GUANGXI ZHUANG AUTONOMOUS REGION GOVERNMENT (“GZARG”) and BAISE MUNICIPAL GOVERNMENT (“BMG”) on the other part.

WHEREAS

(A) by a Loan Agreement of even date herewith between PEOPLE’S REPUBLIC OF CHINA (“Borrower”) and ADB, ADB has agreed to make to the Borrower a loan of fifty million Dollars (\$50,000,000) on the terms and conditions set forth in the Loan Agreement, but only on the condition that the proceeds of the loan be made available, through GZARG to BMG, and through BMG to Baise University (“BU”) and that GZARG and BMG agree to undertake certain obligations towards ADB set forth herein; and

(B) GZARG and BMG, in consideration of ADB entering into the Loan Agreement with the Borrower, have agreed to undertake the obligations set forth herein;

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I

Definitions

Section 1.01. Wherever used in this Project Agreement, unless the context otherwise requires, the several terms defined in the Loan Agreement and in the Loan Regulations (as so defined) have the respective meanings therein set forth.

Section 1.02 The following terms, wherever used in this Project Agreement, unless the context otherwise requires, have the following meanings:

- (a) “BU” means Baise University; and
- (b) “SGAP” means Social and Gender Action Plan.

ARTICLE II

Particular Covenants

Section 2.01. (a) BMG shall carry out the Project with due diligence and efficiency, and in conformity with sound applicable technical, financial, business, and development practices.

(b) In the carrying out of the Project and operation of the Project facilities, BMG shall perform all obligations set forth in the Loan Agreement to the extent that they are applicable to BMG, and all obligations set forth in the Schedule to this Project Agreement.

Section 2.02. GZARG and BMG shall make available, promptly as needed, and on terms and conditions acceptable to ADB, the funds, facilities, services, land and other resources as required, in addition to the proceeds of the Loan, for the carrying out of the Project.

Section 2.03. (a) In the carrying out of the Project, GZARG shall cause BMG to and BMG shall, employ competent and qualified consultants and contractors, acceptable to ADB, to an extent and upon terms and conditions satisfactory to ADB.

(b) Except as ADB may otherwise agree, GZARG shall cause BMG to, and BMG shall, procure all items of expenditures to be financed out of the proceeds of the Loan in accordance with the provisions of Schedule 4 to the Loan Agreement. ADB may refuse to finance a contract where any such item has not been procured under procedures substantially in accordance with those agreed between the Borrower and ADB or where the terms and conditions of the contract are not satisfactory to ADB.

Section 2.04. GZARG shall cause BMG to, and BMG shall, carry out the Project in accordance with plans, design standards, specifications, work schedules and construction methods acceptable to ADB. GZARG and BMG shall furnish, or cause to be furnished, to ADB, promptly after their preparation, such plans, design standards, specifications and work schedules, and any material modifications subsequently made therein, in such detail as ADB shall reasonably request.

Section 2.05. (a) GZARG shall cause BMG to, and BMG shall, take out and maintain with responsible insurers, or make other arrangements satisfactory to ADB for, insurance of Project facilities to such extent and against such risks and in such amounts as shall be consistent with sound practice.

(b) Without limiting the generality of the foregoing, GZARG shall cause BMG to, and BMG undertakes to insure, or cause to be insured, the Goods to be imported for the Project against hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation, and for such insurance any indemnity shall be payable in a currency freely usable to replace or repair such Goods.

Section 2.06. GZARG shall cause BMG to, and BMG shall, maintain, or cause to be maintained, records and accounts adequate to identify the items of expenditure financed out of the proceeds of the Loan, to disclose the use thereof in the Project, to record the progress of the Project (including the cost thereof) and to reflect, in accordance with consistently maintained sound accounting principles, its operations and financial condition.

Section 2.07. (a) ADB and GZARG and BMG shall cooperate fully to ensure that the purposes of the Loan will be accomplished.

(b) GZARG shall cause BMG to, and BMG shall, promptly inform ADB of any condition which interferes with, or threatens to interfere with, the progress of the Project, the performance of its obligations under this Project Agreement, or the accomplishment of the purposes of the Loan.

(c) ADB, GZARG and BMG shall from time to time, at the request of either party, exchange views through their representatives with regard to any matters relating to the Project, the Loan and this Project Agreement.

Section 2.08. (a) GZARG shall cause BMG to, and BMG shall, furnish to ADB all such reports and information as ADB shall reasonably request concerning (i) the Loan and the expenditure of the proceeds thereof; (ii) the items of expenditure financed out of such proceeds; (iii) the Project; (iv) the administration, operations and financial condition of BMG as it relates to the Project; and (v) any other matters relating to the purposes of the Loan.

(b) Without limiting the generality of the foregoing, GZARG shall cause BMG to, and BMG shall, furnish to ADB periodic reports on the execution of the Project and on the operation and management of the Project facilities. Such reports shall be submitted in such form and in such detail and within such a period as ADB shall reasonably request, and shall indicate, among other things, progress made and problems encountered during the period under review, steps taken or proposed to be taken to remedy these problems, and proposed program of activities and expected progress during the following period.

(c) Promptly after physical completion of the Project, but in any event not later than 3 months thereafter or such later date as ADB may agree for this purpose, GZARG shall cause BMG to, and BMG shall, prepare and furnish to ADB a report, in such form and in such detail as ADB shall reasonably request, on the execution and initial operation of the Project, including its cost, the performance by BMG of its obligations under this Project Agreement and the accomplishment of the purposes of the Loan.

Section 2.09. (a) GZARG shall cause BMG to, and BMG shall, (i) maintain separate accounts and records for the Project; (ii) prepare annual financial statements for the Project in accordance with accounting principles acceptable to ADB; (iii) have such financial statements for the Project audited annually by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with international standards for auditing or the national equivalent acceptable to ADB; (iv) as part of each such audit, have the auditors prepare a report (which includes the auditors' opinion on the financial statements, use of the Loan proceeds and compliance with the financial covenants of the Loan Agreement as well as on the use of the procedures for imprest fund(s) and statement of expenditures) and a Management Letter; and (v) furnish to ADB, no later than 6 months after the end of each related fiscal year, copies of such audited financial statements, audit report and Management Letter, all in the English language, and such other information concerning these documents and the audit thereof as ADB shall from time to time reasonably request.

(b) ADB shall disclose on its website the annual audited financial statements for the Project and the opinion of the auditors on the financial statements within 30 days of the date of their receipt.

(c) GZARG shall cause BMG to, and BMG shall, enable ADB, upon ADB's request, to discuss the financial statements for the Project and BMG, and the financial affairs of BMG where they relate to the Project with the auditors appointed by BMG pursuant to subsection (a)(iii) hereinabove, and shall authorize and require any representative of such auditors to participate in any such discussions requested by ADB. This is provided such discussions shall be conducted only in the presence of an authorized officer of BMG, unless BMG shall otherwise agree.

Section 2.10. GZARG shall cause BMG to, and BMG shall, enable ADB's representatives to inspect the Project, the Goods and Works and any relevant records and documents.

Section 2.11. (a) GZARG shall cause BMG to, and BMG shall, promptly as required, take all action within its powers to maintain legal person status, to carry on its operations, and to acquire, maintain and renew all rights, properties, powers, privileges and franchises which are necessary in the carrying out of the Project or in the conduct of its operations.

(b) GZARG shall cause BMG to, and BMG shall, cause BU to promptly as required, take all action within its powers to maintain BU's legal status, to carry on its operations, and to acquire, maintain and renew all rights, properties, powers, privileges and franchises which are necessary in the carrying out of the Project or in the conduct of its operations.

(c) GZARG shall cause BMG to, and BMG shall, at all times conduct and shall cause BU to conduct, its operations in accordance with sound applicable technical, financial, business, development and operational practices, and under the supervision of competent and experienced management and personnel.

(d) GZARG shall cause BMG to, and BMG shall, at all times conduct and shall cause BU at all times to operate and maintain its buildings, plants, equipment and other property, and from time to time, promptly as needed, make all necessary repairs and renewals thereof, all in accordance with sound applicable technical, financial, business, development, operational and maintenance practices.

Section 2.12. Except as ADB may otherwise agree, GZARG shall cause BMG not to, and BMG shall not permit BU to sell, lease or otherwise dispose of any of its assets which shall be required for the efficient carrying on of its operations or the disposal of which may prejudice its ability to perform satisfactorily any of its obligations under this Project Agreement or the PAM.

Section 2.13. Except as ADB may otherwise agree, GZARG shall cause BMG to apply, and BMG shall apply and cause BU to apply the proceeds of the Loan to the financing of expenditures on the Project in accordance with the provisions of the Loan Agreement and this Project Agreement, and shall ensure that all items of expenditures financed out of such proceeds are used exclusively in the carrying out of the Project.

Section 2.14. GZARG shall cause BMG to, and BMG shall promptly notify, and shall cause BU to promptly notify, ADB of any proposal to amend, suspend or repeal any provision of its constitutional documents, which, if implemented, could adversely affect the carrying out of the Project or the operation of the Project facilities. GZARG shall cause BMG to, and BMG shall, afford ADB an adequate opportunity to comment on such proposal prior to taking any affirmative action thereon.

ARTICLE III

Effective Date; Termination

Section 3.01. This Project Agreement shall come into force and effect on the date on which the Loan Agreement comes into force and effect. ADB shall promptly notify BMG of such date.

Section 3.02. This Project Agreement and all obligations of the parties hereunder shall terminate on the date on which the Loan Agreement shall terminate in accordance with its terms.

Section 3.03. All the provisions of this Project Agreement shall continue in full force and effect notwithstanding any cancellation or suspension under the Loan Agreement.

ARTICLE IV

Miscellaneous

Section 4.01. Any notice or request required or permitted to be given or made under this Project Agreement and any agreement between the parties contemplated by this Project Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or facsimile to the party to which it is required or permitted to be given or made at its address hereinafter specified, or at such other address as such party shall have designated by notice to the party giving such notice or making such request. The addresses so specified are:

For ADB

Asian Development Bank
6 ADB Avenue
Mandaluyong City
1550 Metro Manila
Philippines

Facsimile Numbers:

(632) 636-2444
(632) 636-2407.

For GZARG

Guangxi Zhuang Autonomous Region Government
69 Taoyuan Road
Nanning City
Guangxi Zhuang Autonomous Region
People's Republic of China

Facsimile Number:

(86) 771 531 1214.

For BMG

Baise Municipal Government
No.2 Donghe Road, Baise City
Guangxi Zhuang Autonomous Region
People's Republic of China

Facsimile Number:

(86) 776 282 4367.

Section 4.02. (a) Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Project by or on behalf of (i) GZARG may be taken by or executed by its Governor or Vice-Governor, (ii) BMG may be taken or executed by its Mayor or Vice-Mayor, or in each case, by such other person or persons as he or she shall so designate in writing notified to ADB.

(b) GZARG and BMG shall each furnish to ADB sufficient evidence of the authority of each person who will act under subsection (a) hereinabove, together with the authenticated specimen signature of each such person.

Section 4.03. No delay in exercising, or omission to exercise, any right, power or remedy accruing to either party under this Project Agreement upon any default shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such default; nor shall the action of such party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Project Agreement to be signed in their respective names as of the day and year first above written, and to be delivered at the principal office of ADB.

ASIAN DEVELOPMENT BANK

By 
AYUMI KONISHI
Director General
East Asia Department

GUANGXI ZHUANG AUTONOMOUS
REGION GOVERNMENT

By 
ZHAO JIANHUA
Authorized Representative

BAISE MUNICIPAL GOVERNMENT

By 
ZHAO JIANHUA
Authorized Representative

SCHEDULE

Execution of Project; Financial Matters

General Implementation Arrangements

1. GZARG, BMG and BU shall ensure that the Project is implemented in accordance with the detailed arrangements set forth in the PAM. Any subsequent change to the PAM shall become effective only after approval of such change by GZARG, BMG, BU, and ADB. In the event of any discrepancy between the PAM and the Project Agreement, the provisions of this Project Agreement shall prevail.

Environmental

2. BMG shall ensure, and cause BU to ensure, that the preparation, design, construction, implementation, operation and decommissioning of the Project and all Project facilities comply with (a) all applicable laws and regulations of the Borrower relating to environment, health and safety; (b) the Environmental Safeguards; and (c) all measures and requirements set forth in the IEE, the EMP, and any corrective or preventative actions (i) set forth in a Safeguards Monitoring Report, or (ii) which are subsequently agreed between ADB and BMG.

Resettlement

3. BMG shall ensure that the Project does not have any involuntary resettlement impacts, within the meaning of the Safeguard Policy Statement. In the event that the Project does have any such impact, BMG and BU shall take all steps required to ensure that the Project complies with the applicable laws and regulations of the Borrower and with the Safeguard Policy Statement.

Indigenous Peoples

4. BMG shall ensure that the preparation, design, construction, implementation and operation of the Project and all Project facilities comply with (a) all applicable laws and regulations of the Borrower relating to indigenous peoples; (b) the Indigenous Peoples Safeguards; and (c) all measures and requirements set forth in the IPM, and any corrective or preventative actions set forth in a Safeguards Monitoring Report, or as agreed between ADB and BMG. All Outputs shall be implemented in accordance with the measures specified in the IPM.

Human and Financial Resources to Implement Safeguards Requirements

5. GZARG shall make available, or shall cause BMG to make available, necessary budgetary and human resources to fully implement the EMP, the IPM and the SGAP.

Safeguards – Related Provisions in Bidding Documents and Works Contracts

6. BMG shall ensure, or shall cause BU to ensure, that all bidding documents and contracts for Works contain provisions that require contractors to:

- (a) comply with the measures relevant to the contractor set forth in the IEE, the EMP and the IPM (to the extent they concern impacts on the affected people under the Environmental Safeguards and the Indigenous Peoples Safeguards during construction), and any corrective or preventative actions set forth in (i) a Safeguards Monitoring Report, or (ii) subsequently agreed between ADB and BMG;
- (b) make available a budget for all such environmental and social measures; and
- (c) provide BMG with a written notice of any unanticipated environmental and/or indigenous peoples risks or impacts that arise during construction, implementation or operation of the Project that were not considered in the IEE, the EMP and the IPM.

Safeguards Monitoring and Reporting

7. BMG shall do the following or shall cause BU to do the following:

- (a) Submit Safeguards Monitoring Reports to ADB
 - (i) in respect of implementation of and compliance with Environmental Safeguards and the EMP, annually until the issuance of ADB's Project completion report unless a longer period is agreed to in the EMP, and
 - (ii) in respect of implementation of and compliance with Indigenous Peoples Safeguards and IPM, semi-annually during the implementation of the Project and IPM until the issuance of ADB's Project completion report unless a longer period is agreed in the IPM,

and disclose relevant information from such reports to the respective affected people under the Environmental Safeguards and Indigenous Peoples Safeguards promptly upon submission by posting them on the website BMG maintains for the Project and also in an accessible place or places and in a form understandable to affected people;

- (b) if any unanticipated environmental and social risks and impacts arise during construction, implementation or operation of the Project that were not considered in the IEE, the EMP, the IPM and the SGAP, promptly inform ADB of the occurrence of such risks or impacts, with detailed description of the event and proposed corrective action plan; and

- (c) report any actual or potential breach of compliance with the measures and requirements set forth in the EMP and the IPM promptly after becoming aware of the breach.

Prohibited List of Investments

8. BMG shall ensure that no proceeds of the Loan are used to finance any activity included in the list of prohibited investment activities provided in Appendix 5 of the SPS.

Construction Contracts

9. BMG shall ensure that Works contracts include provisions requiring the contractors to (a) comply with all applicable labor laws on the prohibition of child and forced labor; (b) give equal pay for equal work regardless of gender, ethnicity or social group; (c) provide safe working conditions for both male and female workers; (d) maximize the employment of local people who meet the job and efficiency requirements for Project construction, operation and maintenance, in particular providing at least 20% of construction jobs under the Project to local people; and (e) provide such workers with adequate on-the-job and safety training.

10. BMG shall further ensure that the Works contractors shall (a) disseminate information on sexually transmitted diseases (including HIV/AIDS) to sub-contractors/employees and local communities surrounding the Project construction sites; (b) implement HIV/AIDS awareness and prevention training for sub-contractors/employees; (c) provide necessary measures to ensure the safety and health of its sub-contractors/employees; and (d) observe local customs concerning acceptable behavior towards the local population.

11. BMG shall cause the IA to ensure that the Work contractors maintain records of labor employment, including the name, ethnicity, age, gender, domicile, working time, and the payment of wages and ensure that the records are included in summary form in the Project Performance Management System ("PPMS"). In order to ensure prospective contractors are informed in advance, the requirements of this clause are to be clearly specified in all relevant bidding documents.

Gender and Social Development Action Plans

12. BMG shall, and shall cause BU to, implement the social and gender action plan ("SGAP"), which includes agreed actions for ensuring social, ethnic minority, and gender inclusion of students and staff. BMG shall ensure that: (a) the SGAP is implemented and monitored in a timely manner, and reported to ADB through Project progress reports prepared in accordance with ADB's Policy on Gender and Development (1998) and the PPMS and that adequate resources are allocated for this purpose; (b) a gender expert is appointed and put into place under the capacity building consultancy services; (c) all targets under the SGAP are achieved; (d) progress in achieving the SGAP targets are reflected in the Project progress reports and Project completion report through collection and compilation of sex, ethnic minority and other relevant disaggregated data; (e) all bidding documents

include provisions as specified in the SGAP; and (f) a consolidated annual report on SGAP implementation is submitted to ADB.

Grievance and Redress Mechanism

13. BMG shall further ensure that within 60 days following the Effective Date, a grievance redress mechanism acceptable to ADB is established for non-safeguards complaints. Such mechanism shall function to: (a) review and document eligible complaints of Project stakeholders; (b) proactively address grievances; (c) provide the complainants with notice of the chosen mechanism and/or action; and (d) prepare and make available to ADB upon request periodic reports to summarize (i) the number of complaints received and resolved, (ii) chosen actions, and (iii) final outcomes of the grievances and make these reports available to ADB upon request. Eligible non-safeguards complaints include those related to the Project, any of the service providers, any person responsible for carrying out the Project, complaints on misuse of funds and other irregularities, as well as gender issues.

14. BMG shall ensure that safeguards grievance redress mechanisms acceptable to ADB are established in accordance with the provisions of the IEE and EMP at the Project management office, within the timeframes specified in the relevant IEE and EMP, to consider safeguard complaints.

Counterpart Funding

15. BMG shall, and shall cause BU to, provide counterpart funding in a timely manner, including any additional counterpart funding required for any shortfall of funds or cost overruns. BMG shall, and shall cause BU to, ensure that operation and maintenance (O&M) of all Project facilities is fully funded from either the income of tariffs or fees or from the government budget.

TVET and Social Implementation of TVET Capacity Building

16. BMG shall cause BU to implement the TVET Strengthening Strategies as documented in the PAM, and in conjunction with the appointed TVET consultant to review and suggest amendments to these strategies in advance of the ADB project midterm review.

17. Within 3 months of the Effective Date, BMG shall review and update as necessary the draft training plan contained in the PAM. Furthermore, BMG shall prepare a fully comprehensive and costed Training Implementation Plan for the Project described in further detail in the PAM. No expenditure shall be incurred from the Project capacity building training budget until the Training Implementation Plan has been approved by ADB. All training expenditure funded under the Loan shall be in accordance with the agreed plan unless ADB shall have otherwise agreed.

18. BMG shall ensure that participation in the domestic and overseas training programs be based upon application of objective and transparent selection criteria, acceptable to ADB, which may include that participants are current staff members in, and/or currently engaged in related activities in Baise, as such criteria may be mutually agreed by ADB and BMG. In order for the criteria to be satisfactory to ADB, they shall clearly demonstrate the selection ensures that the training programs will be inclusive and that participants are involved in (a) Project implementation or (b) associated policy development

or (c) related TVET development activities. The selection criteria shall be confirmed by BMG and ADB no later than 6 months following the Effective Date.

19. BMG shall ensure that (a) no training activities under Output 1 shall be conducted until ADB shall have received and approved the Training Implementation Plan; and (b) no activities under the enterprise education facility shall be conducted until the guidelines for selection have been approved by ADB.

20. BMG shall cause the IA to make relevant materials developed under the Project available to Guangxi and Baise Education Bureaus for dissemination purposes; such materials are to include: (a) new curricula material, (b) teacher training materials, and (c) teaching guides.

Enterprise Education Facility

21. BMG shall ensure, and cause BU to ensure, that before small grants under the enterprise education facility are disbursed to eligible recipients, BU submits guidelines for use and management of such grants to ADB for approval. The guidelines will include, among other things: (a) eligibility criteria for the recipients, (b) eligible expenditures that may be financed by the grant, (c) administration mechanism of grants, including accounting and funds flow, and (d) reporting mechanism. Once the guidelines are approved, BU shall ensure that activities financed by the grants are implemented in accordance with the agreed guidelines.

Technical Standards

22. BMG shall cause BU to ensure that the Project implements a "Green Public Procurement" policy, with reference to the Public Procurement List of Energy-Saving Products (NDRC & MOF, 2011, or as updated) and Public Procurement List of Environmental Labelling Products (MEP & MOF, 2011, or as updated), where these are applicable. Furthermore, BMG shall cause BU to include in equipment procurement bidding documents the detailed requirements for this Green Public Procurement policy.

23. BMG shall cause BU to build a sustainable campus by defining and implementing a sustainability initiative, and integrating sustainability in BU's planning, decision-making and day-to-day operations, and by providing leadership in sustainability for the enhancement of the well-being. For this purpose, BMG shall ensure that BU uses its best efforts to ensure that experts in sustainable campus planning are engaged in a timely manner.

24. BMG shall cause BU to ensure that all buildings are designed in compliance with relevant design standards and codes for public buildings, including, but not limited to DB45/T392 (Energy Conservation Design for Public Buildings), GB 50176-1993 (Thermal Design Code for Public Buildings); GB 50189-2005 (Energy Conservation Design for Public Buildings); and other applicable national and regional design codes. BMG shall further cause BU to ensure that no low volatile organic compounds emitting materials will be used to ensure high indoor air quality.

Operations and Maintenance (“O&M”)

25. BMG shall cause BU to ensure that all works under the Project shall be inspected, operated and maintained in accordance with prescribed standards, specifications and regulations and sound practices.

26. BMG shall ensure that (a) each agency responsible for operating and/or maintaining Project facilities prepares: (i) a sustainable O&M plan, and (ii) a budget plan on an annual basis for O&M; and (b) BMG provides sufficient financial and staffing resources to the relevant O&M agencies.

Governance and Anticorruption

27. GZARG, BMG and BU (a) acknowledge ADB's right to investigate, directly or through its agents, any alleged corrupt, fraudulent, collusive or coercive practices relating to the Project; and (b) agree to cooperate, and shall cause all other government offices, organizations and entities involved in implementing the Project to cooperate, fully with any such investigation and to extend all necessary assistance, including providing access to all relevant books and records, as may be necessary for the satisfactory completion of any such investigation. In particular, GZARG, BMG and BU shall ensure that (a) periodic inspections of the Project contractors' activities related to fund withdrawals and settlements are carried out; (b) relevant provisions of ADB's Anticorruption Policy (1998, as amended to date) are included in all bidding documents for the Project; and (c) contracts financed under the Project include provisions specifying the right of ADB to audit and examine the records and accounts of GZARG, BMG, BU, contractors, suppliers, consultants, and other service providers as they relate to the Project.

28. BMG shall cause BU to develop and maintain relevant websites that describe the Project in order to provide the public with information on the Project and Project progress, including setting out (a) the Procurement Plan and tracking of procurement contract awards; (b) relevant laws and regulations; (c) job opportunities; and (d) disclosure of safeguard plans and monitoring reports.