EC - World Bank Partnership Program for Europe and Central Asia
Grant Agreement

(Redep of Turkey – Employment Support Project for Syrians Under Temporary Protection and Turkish Citizens)

between

MINISTRY OF LABOR AND SOCIAL SECURITY
OF THE REPUBLIC OF TURKEY

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
acting as administrator of the EC - World Bank Partnership Program for Europe and Central Asia Programmatic Single-Donor Trust Fund

Dated December 14, 2017
GRANT NUMBER TF0A5478

EC - WORLD BANK PARTNERSHIP PROGRAM FOR EUROPE AND CENTRAL ASIA PROGRAMMATIC SINGLE-DONOR TRUST FUND
GRANT AGREEMENT


WHEREAS, the European Commission ("EC" or "Donor") and the World Bank have entered into a framework agreement for the EC - World Bank Partnership Program for Europe and Central Asia Programmatic Single-Donor Trust Fund ("Trust Fund");

WHEREAS, in furtherance of the abovementioned framework agreement, the EC and the World Bank have entered into an administration agreement in support of the Trust Fund and, pursuant to the administration agreement, have agreed for the World Bank to extend to the Recipient a grant for the carrying out of the Republic of Turkey – Employment Support for Syrians Under Temporary Protection and Turkish Citizens activities as set forth in Schedule 1 to this Agreement; and

WHEREAS, in furtherance of the Project, the Ministry of Labor and Social Security and the Turkish Labor Agency (İŞKUR) intend to enter into a Subsidiary Agreement, as defined in this Agreement, for the implementation of the Project described in this Agreement.

NOW THEREFORE, 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 this Agreement.
Article II  
The Project

2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out, and cause the Turkish Labor Agency ("IŞKUR") to carry out its respective parts of the Project, in accordance with the provisions of Article II of the Standard Conditions.

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 not to exceed forty-five million four hundred fifty thousand Euros (EUR45,450,000) ("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 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 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 Event of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following:

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 that 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 showing that:

(a) the Recipient has adopted, and published in the Republic of Turkey's Official Gazette, regulations for İSKUR's management and accounting of external funds received by İSKUR;

(b) the Recipient has established under the Ministry of Labor and Social Security ("MoLSS"), and caused to be established under İSKUR, a Project implementation unit, each said unit to the satisfaction of the World Bank;

(c) the Recipient has adopted a Project Operations Manual, which is acceptable to the World Bank;

(d) the Subsidiary Agreement has been formally executed between the Recipient and İSKUR, and has been duly authorized or ratified by all necessary governmental action; and

(e) the execution and delivery of this Agreement on behalf of the Recipient 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 (d) and (e):

(a) the Recipient shall furnish to the World Bank an opinion 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 Recipient, showing that: (i) the Recipient has the legal capacity under the laws of the Republic of Turkey to accept this Grant and the terms of this Agreement, and to carry out the Recipient's obligations herein, all for the benefit of the Republic of Turkey; and that (ii) this Agreement and the Subsidiary Agreement have been duly authorized by, and executed and delivered on behalf of the Recipient and is legally binding upon the Recipient in accordance with its terms; and

(b) İSKUR shall furnish to the World Bank an opinion 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 İSKUR, showing that the Subsidiary Agreement has
been duly authorized by, and executed and delivered on behalf of İŞKUR and is legally binding upon İŞKUR 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. Termination for Failure to Become Effective. 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 Labor and Social Security.

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

Ministry of Labor and Social Security
Emek Mahallesi
17th Street No: 13 Pk: 06520 Çankaya
Ankara, Republic of Turkey

Telephone:
+90 (312) 296 60 00

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

Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391
AGREED at Ankara, Republic of Turkey, as of the day and year first above written.

MINISTRY OF LABOR AND SOCIAL SECURITY
OF THE REPUBLIC OF TURKEY

By

Authorized Representative

Name: Sadettin AKYIL
Title: Genel Müdürü

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
acting as administrator of EC - World Bank Partnership
Program for Europe and Central Asia Programmatic Single-Donor
Trust Fund

By

Authorized Representative

Name: Johannes ZUIT
Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to improve the employability of Syrians under Temporary Protection ("SuTP") as well as Turkish citizens residing in Selected Localities.

The Project consists of the following parts:

Part 1. Employment services and Active Labor Market Programs ("ALMP")

Provision of employment services and ALMP for SuTP and Turkish citizens residing in Selected Localities, including, specifically:

(a) job search support, including counseling, and developing and carrying out skills assessments tailored for SuTP;

(b) Turkish language training for SuTP not deemed proficient in Turkish, including the provision of stipends to beneficiaries;

(c) skills training courses, including the provision of stipends to beneficiaries and of training-related costs;

(d) Applied Training Program Payments for beneficiaries placed in Applied Training Programs; and

(e) Transition to Labor Market Program Payments for beneficiaries placed in the Transition to Labor Market Program.

Part 2. Institutional support for the delivery of employment services and ALMP

(a) Institutional support to IŞKUR. Provision of technical assistance, Training, and Operating Costs to support the IŞKUR Project implementation unit ("IŞKUR-PIU") in the implementation and monitoring of the Project, including:

(i) strengthening of IŞKUR’s counseling and job search assistance capacity;

(ii) strengthening of IŞKUR’s information dissemination and communication on employment services and programs to SuTP and Turkish citizens residing in Selected Localities;

(iii) strengthening of IŞKUR’s administrative systems, including its payment and monitoring system, and its systems for the
monitoring of delivery of employment services, and the implementation of ALMP provided to SuTP;

(iv) development and operationalization of complementary modules to the existing İŞKUR monitoring systems to capture the sequence of employment services and ALMP; and

(v) development of a tracking mechanism to monitor and evaluate the employment status of program beneficiaries of the Project.

(b) *Institutional support to MoLSS.* Provision of technical assistance, Training, and Operating Costs to support MoLSS in the implementation and monitoring of the Project, including:

(i) strengthening of MoLSS's administrative, financial management and reporting systems by supporting the establishment of the MoLSS Project implementation unit ("MoLSS-PIU");

(ii) strengthening the work permit application and monitoring systems, including the development of software, additional information technology modules or online platforms, and improving data exchange capacity to link or share data with other databases that collect information on SuTP; and

(iii) strengthening of MoLSS's capacity for outreach, information dissemination and communications that target SuTP and employers with respect to the work permit application process.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. Without limitation to the provisions of Article II of the Standard Conditions and except as the World Bank shall otherwise agree, the Recipient shall, throughout Project implementation, with composition, resources, terms of reference and functions approved by the World Bank:

(a) cause İŞKUR to maintain the İŞKUR-PIU to carry out activities related to İŞKUR under Parts 1 and 2 (a) of the Project, and specifically to be responsible for:

   (i) the relevant Project activities’ overall management, coordination and implementation, including the related administrative, procurement, environmental and social safeguards, and financial management responsibilities, as specified in the Project Operations Manual for the said Project activities (“POM for Parts 1 and 2 (a) of the Project”);

   (ii) assurance of the proper application, by all relevant parties, of the requirements, criteria, policies, procedures and organizational arrangements set forth in the POM for Parts 1 and 2 (a) of the Project; and

   (iii) preparation of all relevant Project implementation documents, or relevant portions thereof, including Project progress and final reports for Parts 1 and 2 (b) of the Project; and

(b) maintain the MoLSS-PIU to carry out activities specifically related to MoLSS under Part 2 (b) of the Project, and specifically to be responsible for:

   (i) the relevant Project activities’ overall management, coordination and implementation, including the related administrative, procurement, environmental and social safeguards, financial management, and monitoring and evaluation responsibilities, as specified in the Project Operations Manual for the said Project activities (“POM for Part 2 (b) of the Project”);

   (ii) assurance of the proper application, by all relevant parties, of the requirements, criteria, policies, procedures and organizational
arrangements set forth in the POM for Part 2 (b) of the Project; and

(iii) preparation of all relevant Project implementation documents, or relevant portions thereof, including Project progress and final reports.

2. The Recipient shall ensure (a) through İŞKUR, that the İŞKUR-PIU, (b) that the MoLSS-PIU, and (c) that the Recipient’s other departments supporting the Project, all have qualified personnel and provide adequate resources to support, inter alia, the technical, procurement, financial management, disbursement, monitoring and evaluation, and environmental and social safeguard functions required under the Project.

3. The Recipient shall, with respect to the employment services and ALMPs under Part 1 of the Project, cause İŞKUR to:

(a) include a quota for less employable groups, specifically, women and youth from ages 15 to 29;

(b) implement sub-Parts 1 (a), 1 (b), 1 (c) and 1 (e) of the Project through select İŞKUR provincial offices located in Republic of Turkey provinces that have a high presence of SuTP;

(c) ensure that skills training programs provided under sub-Part 1 (c) of the Project are provided by institutions that have been certified by the Ministry of National Education to provide such training, and that have service provision agreements with İŞKUR;

(d) provide the cash-for-work program under sub-Part 1 (e) of the Project; and

(e) ensure, under sub-Parts 1 (a), 1 (c), 1 (d) and 1 (e) of the Project, equal participation by SuTP and Turkish citizens of the Selected Localities.

B. Project Operations Manual

1. The Recipient shall:

(a) for Parts 1 and 2 (a) of the Project, cause İŞKUR to carry out the Project in accordance with the POM for Parts 1 and 2 (a) of the Project, which shall be satisfactory in form and substance to the World Bank, consisting of different schedules and setting forth rules, methods, guidelines, specific development plans, standard documents and procedures for the carrying out Parts 1 and 2 (a) of the Project. The POM for Parts 1 and 2 (a) of the Project shall include, inter alia, provisions on the following:
(i) detailed description of the relevant Project activities to be carried out by İŞKUR under this Agreement, their sequencing and the prospective timetable and results or targets in relation thereto;

(ii) procurement and financial management arrangements for the Project activities to be carried out by İŞKUR under this Agreement;

(iii) coordination arrangements governing the Recipient and İŞKUR’s day-to-day execution of Parts 1 and 2 (a) of the Project; and

(iv) monitoring, evaluation, reporting, and communications arrangements for Parts 1 and 2 (a) of the Project.

(b) for Part 2 (b) of the Project, carry out the Project in accordance with the POM for Part 2 (b) of the Project, satisfactory in form and substance to the World Bank, consisting of different schedules and setting forth rules, methods, guidelines, specific development plans, standard documents and procedures for the carrying out of Part 2 (b) of the Project. The POM for Part 2 (b) of the Project shall include, *inter alia*, provisions on the following:

(i) detailed description of the Project activities for Part 2 (b) of the Project supported under this Agreement, their sequencing and the prospective timetable and results or targets in relation thereto;

(ii) procurement and financial management arrangements for Part 2 (b) the Project;

(iii) coordination arrangements governing the day-to-day execution of the Part 2 (b) Project; and

(iv) monitoring, evaluation, reporting, and communications arrangements for Part 2 (b) of the Project.

2. The POM may not be assigned, amended, abrogated or waived, or permitted to be assigned, amended, abrogated or waived, or any provision thereof, in a manner which, in the opinion of the World Bank, may materially and adversely affect the implementation of the Project; the POM may only be amended in consultation with, and after approval of, the World Bank. In case of any conflict between the terms of the POM and those of this Agreement, the terms of this Agreement shall prevail.
C. Subsidiary Agreement

To facilitate the carrying out of the Project, and to ensure the purposes of the Grant are accomplished, the Recipient shall enter into, and ensure the proper execution, compliance and maintenance of, a subsidiary agreement ("Subsidiary Agreement") with İŞKUR, under terms and conditions approved by the World Bank, which shall include inter alia:

(a) İŞKUR's undertaking to comply with the technical, fiduciary, and environmental and social safeguard requirements applicable to the Project in accordance with the provisions of this Agreement (including the Standard Conditions) and the POM;

(b) İŞKUR's undertaking to carry out the Project activities financed in whole or in part by the proceeds of the Grant in accordance with the provisions of the Anti-Corruption Guidelines, including ensuring that all contractors that will receive proceeds from the Grant have expressly agreed to comply with the provisions of the Anti-Corruption Guidelines, including the Bank's right to inspect all accounts, records and other documents relating to the Project that are required to be maintained pursuant to the Grant Agreement and to have them audited by, or on behalf of, the Bank; and

(c) the Recipient's undertaking to ensure that the Grant proceeds necessary for the implementation of İŞKUR's respective parts of the Project are made available to İŞKUR.

D. 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 and as of July 1, 2016 ("Anti-Corruption Guidelines").

E. Donor Visibility and Visit

1. The Recipient shall take, and, as relevant, cause İŞKUR to take, all such measures as the World Bank may reasonably request to identify publicly the Donor's support for the Project.

2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank's request, take all measures required on the part of the Recipient and/or the Republic of Turkey to enable the representatives of the Donor to visit any part of the Republic of Turkey for purposes related to the Project.
F. Environment and Social Safeguards

1. The Recipient shall ensure, and cause ISKUR to ensure for Parts 1 and 2 (a) of the Project, that the terms of reference for any consultancy in respect of any activity under the Project shall be satisfactory to the World Bank following its review thereof and, to that end, such terms of reference shall duly incorporate the requirements of the World Bank’s Safeguard Policies then in force, as applied to the advice conveyed through such technical assistance.

2. The Recipient shall maintain the established ISKUR grievance redress mechanism for the Project, with terms and conditions and staffing satisfactory to the Bank, to be responsible for addressing complaints related to the implementation of the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. Documents; Records

In addition, and without limitation to the obligations set forth in Section 2.05 of the Standard Conditions, the Recipient shall ensure, and cause ISKUR to ensure for Parts 1 and 2 (a) of the Project, that:

(a) all records evidencing expenditures under the Project are retained for seven years and six months after the Closing Date, such records to include: (i) this Agreement, all addenda thereof, and any amendments thereto; (ii) the Recipient’s financial and narrative progress reports submitted to the World Bank; (iii) the Recipient’s financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the Recipient’s implementation documentation (including sub-agreements, procurement files, contracts, purchase orders); and (v) the corresponding supporting evidence referred to in Section 3.04 of the Standard Conditions; and

(b) the representatives of the World Bank are: (i) able to examine all records referred to above in paragraph (a); (ii) provided all such information concerning such records as they may from time to time reasonably request; and (iii) able to disclose such records and information to the Donor.

B. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project (and cause ISKUR to monitor and evaluate for Parts 1 and 2 (a) of the Project), and prepare Project Reports (and cause ISKUR to prepare Project Reports for Parts 1 and 2(a) of the Project) in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each
Project Report shall cover the period of one calendar quarter, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.

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

C. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained (and cause İŞKUR to maintain a financial management system for Parts 1 and 2 (a) of the Project) in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project (including such reports to be prepared by İŞKUR for Parts 1 and 2 (a) of the Project) are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for the Project audited, and cause İŞKUR to have İŞKUR’s Financial Statements for Parts 1 and 2 (a) 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 not later than six (6) months after the end of such period.

Section III. Procurement

All goods, non-consulting services and consulting 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 the “World Bank Procurement Regulations for Borrowers under Investment Project Financing” dated July 1, 2016 (“Procurement Regulations”), and the provisions of the Recipient’s procurement plan for the Project (“Procurement Plan”) dated October 31, 2017, provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank, and said provisions of the procurement plan include the requirements for using national procurement arrangements under the Project, in line with paragraphs 5.3 through 5.6 of the Procurement Regulations.
Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “Disbursement Guidelines for Investment Project Financing” dated February 2017, 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 EUR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consulting services, and ALMP payments under Part 1 of the Project</td>
<td>38,300,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, non-consulting services, consulting services, Training and Operating Costs under Part 2 (a) of the Project</td>
<td>5,950,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, non-consulting services, consulting services, Training and Operating Costs under Part 2 (b) of the Project</td>
<td>1,200,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>45,450,000</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:

   (a) prior to the date of this Agreement; and

   (b) under Category 1 until IŞKUR-PIU has, to the satisfaction of the World Bank, under Part 2 (a) (iv) of the Project, developed and operationalized complementary modules to the existing IŞKUR monitoring systems to adequately capture the sequence of employment services and ALMP.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 30, 2019.
APPENDIX

Definitions

1. “Active Labor Market Programs” or “ALMP” means the active labor market programs within the Republic of Turkey, targeted to employers or job seekers, that provide financial or other incentives to promote employment.


3. “Applied Training Program Payments” means the stipends and the insurance premiums for workers’ compensation insurance (covering occupational accidents and diseases, and general health insurance) extended to, beneficiaries placed in Applied Training Programs.

4. “Applied Training Programs” means the programs administered by İŞKUR that provide on-the-job training; “Applied Training Program” means one such program.


6. “Euro” and “EUR” each means the lawful currency of the Euro Area.

7. “Euro Area” means the economic and monetary union of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union.

8. “European Commission” or “EC” means the executive body of the European Union.

9. “Selected Localities” means the localities: (a) that have a high presence of SuTP, which have impacted the labor market conditions of those localities, (b) whose Turkish citizen residents, along with SuTP, are in need of employment support, and (c) that have been selected among the eligible provinces of Sanliurfa, Hatay, Gaziantep, Adana, Mersin, Kilis, Mardin, Kahramanmaras, Osmaniye and Istanbul, as said selection is approved by the Bank and set forth in the POM.

10. “İŞKUR” means the Turkish Labor Agency of the Republic of Turkey, established by Law No.4904 the Republic of Turkey.
11. "IŞKUR-PIU" means the Project implementation unit under IŞKUR referred to in Section I.A.1 (a) of Schedule 2 to this Agreement, or any legal successor or successors thereto, with the prior written approval of the World Bank.

12. "Ministry of Labor and Social Security of the Republic of Turkey" or "MoLSS" means the Ministry of the same name, an instrumentality of the Republic of Turkey, authorized under the laws of the Republic of Turkey to accept this Grant and the terms and obligations set forth in this Agreement all for the benefit of the Republic of Turkey, or any legal successor or successors thereto.

13. "Ministry of National Education" means the Ministry of the same name of the Republic of Turkey, or any legal successor or successors thereto.

14. "MoLSS-PIU" means the Project implementation unit under MoLSS referred to in Section I.A.1(b) of Schedule 2 to this Agreement, or any legal successor or successors thereto, with the prior written approval of the World Bank.

15. "Operating Costs" means reasonable incremental expenses directly incurred on account of Project implementation, management and monitoring, including office supplies, office rental, publication of procurement notices, vehicle rental, office equipment and such equipment's maintenance and repair, communication, translation and interpretation, travel and supervision costs, subscription to publications and databases, publication fees, ownership of intellectual property rights, and other miscellaneous expenses directly associated with the Project and agreed between the World Bank and the Recipient, but excluding salaries of officials and employees of the Recipient or other governmental ministry or agency of the Republic of Turkey.

16. "Procurement Plan" means the Project Implementing Entity's procurement plan for the Project, dated October 31, 2017, and provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.


18. "Project Operations Manual" or "POM" means the Project Operations Manual referred to in Section I.B of Schedule 2 to this Agreement, as the said manual may be amended from time to time, with the prior written approval of the World Bank, and such term includes any schedules to the POM.

19. "Subsidiary Agreement" means the agreement referred to in Section I.C of Schedule 2 to this Agreement.

21. “Syrians under Temporary Protection” or “SuTP” means the term as defined in Turkish Law No. 6458 on Foreigners and International Protection (2013) and Regulation No. 29153 on Temporary Protection of Syrians (2014), which provide Syrians under temporary protection access to registration and documentation and to services; all Syrians who entered the country after April 27, 2011, were retroactively placed under temporary protection.

22. “Training” means reasonable expenditures (excluding costs of consultants’ services) incurred for Project-related study tours, training courses, seminars, workshops and other training activities, including costs associated with securing the services of trainers, preparation and reproduction of training materials, space and equipment rental, travel, accommodation and per diem costs of trainees and trainers, and other training related miscellaneous costs, all based on an annual budget agreed with the Bank.

23. “Transition to Labor Market Program” means the program administered by IŞKUR that aims to help less employable persons resume work habits and adapt to the labor market by participating in temporary paid activities.

24. “Transition to Labor Market Program Payments” means the stipends, insurance premiums for workers’ compensation insurance (covering occupational accidents and diseases, and general health insurance), and related administrative costs for beneficiaries placed in the Transition to Labor Market Program.