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

(Education Infrastructure for Resilience Project)

between

MINISTRY OF NATIONAL EDUCATION 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 27.01, 2017
EC - WORLD BANK PARTNERSHIP PROGRAM FOR EUROPE AND CENTRAL ASIA PROGRAMMATIC SINGLE-DONOR TRUST FUND
GRANT AGREEMENT

AGREEMENT dated 01.04.2017, entered into between
MINISTRY OF NATIONAL EDUCATION OF THE REPUBLIC OF TURKEY
(“Recipient”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND

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

WHEREAS, pursuant to the abovementioned administration agreement, the EC has agreed: (a) to provide a sum of one hundred and fifty million Euros (EUR 150,000,000) (“Contribution”), to be administered by the World Bank on behalf of the EC, in support of the education infrastructure for resilience activities in Turkey; (b) to schedule the provision of the Contribution in four tranches, subject to certain conditions; and (c) in accordance with the aforementioned tranche schedule, and subject to certain fees and charges agreed to between the EC and the World Bank, to have the World Bank extend to the Recipient the Contribution for the carrying out of the education infrastructure for resilience activities as set forth in Schedule 1 to 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 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 one hundred forty-two million eight hundred thousand Euros (EUR 142,800,000) ("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 established the Project Implementation Unit to the satisfaction of the World Bank;

(b) the Recipient has adopted the Project Operations Manual to the satisfaction of the World Bank; and

(c) 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(c), 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: (a) 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 (b) this Agreement has 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.

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 sixty (60) 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 National Education.

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

Ministry of National Education
Atatürk Bulvarı No: 98 Bakanlıklar
Ankara
Republic of Turkey

Telephone:

+90-312-413-2680
+90-312-413-2681
+90-312-413-1838

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: Facsimile:

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

MINISTRY OF EDUCATION OF
THE REPUBLIC OF TURKEY

By

Authorized Representative

Name: Ercan Demirci
Title: Deputy Undersecretary

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 Zutt
Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to support the Recipient in improving access to education by Syrians under Temporary Protection (SuTP) and Host Communities through the expansion of disaster resilient education infrastructure in Priority Provinces.

The Project consists of the following parts:

Part A. Supporting School Infrastructure Investments

Provision of support to enhance school infrastructure for SuTP, with priority given to selected Formal Schools, Informal Schools and Non-formal Schools, including the carrying out of design reviews, soil surveys or other analysis for ground conditions, and construction supervision. Specific activities shall include:

1. construction of up to 55 selected Formal Schools and Informal Schools that can each hold a student-classroom ratio of 30 students, namely for selected basic education schools, secondary schools and vocational and technical high schools in the Priority Provinces;

2. construction of at least one selected Non-formal School; and

3. carrying out of preparatory activities such as development or fine-tuning of technical specifications to be deployed in tender processes, and provision of technical advisory services for land analysis, geotechnical surveys, design and design review and supervision of construction works.

Part B. Enhancing Quality Learning Environment

Provision of support to improve the indoor and outdoor quality of the selected schools under Part A of the Project to create an enhanced learning environment, including the provision of:

1. equipment and furnishings required to create a quality learning environment and to enable the flexible use of educational facilities for other activities for SuTP; and

2. equipment and furniture, which may include (a) laboratories equipped for science and technical courses, (b) language labs with related equipment and systems, (c) sports equipment and tools, (d) information technology equipment, and (e) vocational and skills training materials.
Part C. Project Management, and Technical Capacity Building for Infrastructure

 Provision of support for technical capacity building activities and Operating Costs needed for timely and efficient implementation of the Project, including the provision of:

1. experts in the areas of procurement, financial management, disbursement, monitoring and evaluation, and environmental and social safeguards; monitoring and evaluation support shall include data collection, implementation assessments, and evaluations;

2. equipment and software required for Project implementation, monitoring and evaluation, including an information management and monitoring system that enables the management of contracts, tracking of disbursements, and follow up of physical progress made on each construction site, including through visuals and video graphics;

3. workshops, trainings and other informative meetings for central and local staff of the Recipient; and

4. financing of all communications and visibility activities related to the Project.
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, as relevant, maintain throughout Project implementation, with composition, resources, terms of reference and functions acceptable to the World Bank, a Project Implementation Unit (PIU), within its Construction and Real Estate Department, to be responsible for: (a) the overall management, coordination and implementation of the Project, including the Project's administrative, procurement, environmental and social safeguards, disbursement, and financial management responsibilities, as specified in the Project Operations Manual (POM); (b) assurance of the proper application in the Project of the requirements, criteria, policies, procedures and organizational arrangements set forth in the POM; and (c) preparation of all Project implementation documents, including Project supervision reports.

2. The Recipient shall, through its Monitoring and Evaluation Unit, ensure the satisfactory and timely monitoring and evaluation of the Project.

3. The Recipient shall staff the PIU, and its other departments supporting the Project, with qualified staff and provide adequate resources to support, inter alia, the procurement, financial management, disbursement, monitoring and evaluation, and environmental and social safeguard functions required under the Project.

4. The Recipient shall appoint or ensure the appointment of representatives to, and periodically convene and ensure the appropriate functioning of, a Project Steering Committee, consisting of representatives from MoNE, the Disaster and Emergency Management Presidency, and other relevant stakeholders, including the EC and the World Bank; the purpose of the Project Steering Committee shall be to review the implementation progress of the Project and any corrective measures, as such measures may be needed.

B. Project Operations Manual

1. The Recipient shall carry out the Project in accordance with the POM, satisfactory in form and substance to the World Bank, which consists of different schedules setting forth rules, methods, guidelines, specific development plans, standard documents and procedures for the carrying out of the Project. The POM shall include, inter alia, provisions on the following:
(a) the detailed description of all Project activities supported under this Agreement, their sequencing and the prospective timetable and benchmarks in relation thereto;

(b) the list of selected schools and/or educational facilities, satisfactory to the World Bank, determined to be eligible for support under the Project;

(c) the Environmental and Social Management Framework (ESMF);

(d) the financial management arrangements for the Project;

(e) coordination arrangements governing the day-to-day execution of the Project; and

(f) Project monitoring, evaluation, reporting, and communications.

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. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the Safeguard Instruments in a timely manner.

2. The Recipient shall:

   (a) no later than thirty (30) days after the Effective Date, prepare an ESMF, with proper public consultation, that is in form and substance satisfactory to the World; and

   (b) thereafter publicly disclose the ESMF in a manner satisfactory to the World Bank.

3. All sites selected for the carrying out of works under the Project shall: (a) involve no land acquisitions; and (b) be on land plots that (i) are already in the legal possession of the Recipient, and (ii) neither do nor will involve Involuntary Resettlement.

4. The Recipient shall immediately inform the World Bank of any circumstances that have arisen or that may arise concerning: (a) the Recipient’s legal possession of a
proposed or selected site; or (b) the possibility of Involuntary Resettlement on a proposed or selected site, recognizing that works carried out under such circumstances are not eligible for Grant financing under this Agreement.

5. Prior to the selection of consultants for technical advisory services related to activities under Part A of the Project, submit to the World Bank for no-objection the terms of reference for such services, which should incorporate in such terms of reference the requirements of the World Bank’s Safeguard Policies then in force.

6. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, any of the Safeguards Instruments or any provision thereof without the prior written approval of the World Bank.

7. The Recipient shall establish and maintain a grievance redress mechanism for the Project, as shall be set forth in the ESMF, with terms and conditions and staffing satisfactory to the World Bank, to be responsible for addressing complaints related to the implementation of the Safeguard Instruments.

D. Other

The Recipient shall ensure the construction of all schools and educational facilities adheres to all applicable Turkish regulations and codes related to building construction, including those for structural design and seismic safety, land use planning, energy efficiency, fire safety, workplace safety, access for people with disabilities, and construction materials.

E. 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”).

F. Donor Visibility and Visit

1. The Recipient shall take or cause to be taken 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.
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 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 prepare Project Reports 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 one month 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 in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank 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 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 months after the end of such period.

Section III.  Procurement

All goods, works, 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 January 11, 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 “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 100% of Eligible Expenditures consisting of goods and/or works and/or services and/or Operating Costs, inclusive of Taxes.

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 three million five hundred seventy-five thousand Euros (EUR 3,575,000) may be made for payments made prior to this date but on or after December 22, 2016, for Eligible Expenditures.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 30, 2019.

APPENDIX

Definitions


2. “Construction and Real Estate Department” means the department of the same name within the Ministry of National Education that is responsible for managing school infrastructure projects in all provinces of the Republic of Turkey, or any legal successor or successors thereto.

3. “Disaster and Emergency Management Presidency” means the Republic of Turkey’s agency of the same name, and also known as Afet ve Acil Durum Yönetimi Başkanlığı, under the Republic of Turkey’s Prime Ministry, established by the Republic of Turkey to be responsible for emergency management and civil protection nationwide, or any legal successor or successors thereto.


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

6. “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.

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

8. “Environmental and Social Management Framework” or “ESMF” means the document to be prepared and adopted by the Recipient for the Project, pursuant to the provisions of Section I.C.2 of Schedule 2 to this Agreement, that sets forth the modalities for site-specific environmental screening and procedures for the preparation and implementation of environmental management plans under the Project, the set of mitigation, monitoring, and institutional measures and procedures required in order to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels, as well as actions needed to implement said measures, as the same may be amended from time to time with the Bank’s prior written approval.
9. “Formal Schools” means the Republic of Turkey’s public educational facilities in which formal public education is conducted for individuals from certain age groups, following the Republic of Turkey’s official curricula; for the purposes of this Project such formal schools include those educational facilities that serve: (a) compulsory primary education; (b) compulsory lower secondary education; and (c) compulsory upper secondary education.

10. “Host Communities” means the communities within the Republic of Turkey that are hosting Syrians under Temporary Protection.

11. “Informal Schools” means the Republic of Turkey’s public educational facilities that target individuals who have never received education or who have dropped out of Formal Schools prior to graduation; for the purposes of this Project, the term Informal Schools refers to community centers.

12. “Involuntary Resettlement” means: (a) the involuntary taking of land resulting in (i) relocation or loss of shelter, (ii) loss of assets or access to assets, and (iii) loss of income sources or means of livelihood, whether or not the affected persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of such person.

13. “Ministry of National Education of the Republic of Turkey” or “MoNE” means the Ministry of National Education, 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.

14. “Non-formal Schools” means the Republic of Turkey’s public educational facilities in which certified vocational and technical education and training are provided; for the purposes of this Project, the term is not defined to include apprenticeship centers. The term “Non-formal School” means one such school.

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 and equipment 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.

17. “Procurement Plan” means the Project Implementing Entity’s procurement plan for the Project, dated January 11, 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.


19. “Project Implementation Unit” or “PIU” means the Recipient’s Project implementation unit referred to in Section I.A.1 of Schedule 2 to this Agreement, or any legal successor or successors thereto, with the prior written approval of the World Bank.

20. “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.

21. “Safeguard Instruments” means collectively the ESMF and any ancillary safeguards instruments required, as needed, pursuant to the ESMF.


23. “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.