
LOAN NUMBER 9688-TR

Loan Agreement

(Second Energy Efficiency in Public Buildings Project)

between

REPUBLIC OF TÜRKIYE

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF TÜRKIYE (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of two hundred seventy-nine million seven hundred thousand Euros (EUR 279,700,000), as such amount may be converted from time to time through a Currency Conversion (“Loan”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are April 15 and October 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROJECT

- 3.01. The Borrower, through its Ministry of Environment, Urbanization, and Climate Change (“MoEUCC”), declares its commitment to the objectives of the Project and the MPA Program. To this end, the Borrower, through MoEUCC, shall carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Borrower’s Representative is its Minister of Treasury and Finance.
- 5.02. For purposes of Section 10.01 of the General Conditions:

- (a) the Borrower’s address is:

T.C. Hazine ve Maliye Bakanlığı
Emek, İsmet İnönü Bulvarı No. 36
Çankaya, Ankara
Republic of Türkiye; and

- (b) the Borrower’s Electronic Address is:

Facsimile:
(90) (312) 204-7366
(90) (312) 204-7367.

- 5.03. For purposes of Section 10.01 of the General Conditions:

- (a) the Bank’s address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

(b) the Bank's Electronic Address is:

| | |
|------------------------------|-----------------|
| Telex: | Facsimile: |
| 248423(MCI) or 64145(MCI) | 1-202-477-6391. |

AGREED as of the Signature Date.

REPUBLIC OF TÜRKİYE

By



Authorized Representative

Name: Osman Çelik

Title: Deputy Minister

Date: 22-Oct-2024

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By



Authorized Representative

Name: J. Humberto Lopez

Title: Country Director

Date: 22-Oct-2024

SCHEDULE 1

Project Description

The objectives of the Project are to enhance energy efficiency in existing Central Government Buildings and strengthen the energy efficiency requirements for new and renovated public buildings.

The Project constitutes a phase of the MPA Program and consists of the following parts:

Part 1. Energy Efficiency Investments in Central Government Buildings.

- A. Carrying out of Subprojects to improve energy efficiency performance and increase on-site renewable energy use in selected central government buildings, including central government affiliated buildings, through:
 - (i) energy efficiency measures, including, *inter alia*, upgrades of building envelopes (insulation, windows, doors), space and water heating, cooling, ventilation, air conditioning, pumps and/or fans, lighting, and installation of on-site renewable energy systems that primarily aim to offset the facility's energy consumption; and
 - (ii) ancillary measures, including, *inter alia*, rewiring, minor structural repairs, painting, seismic safety, fire safety, and improving access.

- B. Piloting of innovative approaches in selected central government buildings, including central government affiliated buildings:
 - (i) Water efficiency. Improvements in water efficiency (including, *inter alia*, upgrades to low-flow fixtures and installation of systems for rainwater capture and use) implemented along with energy efficiency and on-site renewal energy measures;
 - (ii) Performance-based payments in conventional contracting. Introduction of a partial performance-based provision under the conventional energy audit-design-supervision construction contracts, or the design-build contracts, with payments subject to an energy performance test during commissioning of the buildings that demonstrates the achievement of target savings;
 - (iii) Renovations under a continued and sustainable financing scheme. Carrying out of a financing scheme, identified under Part 2 of the Project, for a sustainable public building renovation program.

Part 2. Technical Assistance and Implementation Support.

Provision of support to MoEUCC in the following areas:

- A. Development of Subprojects, including marketing and outreach to solicit Subproject applications, screening of Subproject candidates, reviewing Energy Audits and technical designs.
- B. Development and assessment of approaches for deeper renovations, comprehensive electrification of buildings, and improvements in water efficiency.
- C. Project management, including in the areas of (i) procurement, (ii) contract management, (iii) supervision of renovation works, (iv) compliance with fiduciary, environmental and social requirements, (v) energy and water savings monitoring, (vi) Project monitoring and evaluation, (vii) Training, capacity building, and knowledge sharing for Project Implementation Unit staff, service providers, such as energy auditors and designers, construction firms, building administrators, women in the energy efficiency field, and any other relevant project stakeholders, (viii) Project communications and dissemination of results, (ix) equipment needed for day-to-day Project implementation, and (x) incremental Operating Costs.
- D. Assessment of energy efficiency measures and costs for renovating existing, and constructing new, public buildings to exceed current energy efficiency requirements with the aim to strengthen energy efficiency requirements for public buildings.
- E. Identification of a financing scheme that would allow MoEUCC to maintain a public building renovation program over a longer term, beyond the Project period.
- F. Development of documentation required to register the Project, and measurement, reporting and verification (MRV) for certification of greenhouse gas emission reductions.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Borrower, through MoEUCC, shall:
 - (a) be responsible for the overall implementation, management, coordination, and oversight of the Project, including the Project's administrative, procurement, environmental and social safeguards, disbursement, financial management and monitoring and evaluation responsibilities, as specified in the Project Operations Manual ("POM"); and
 - (b) maintain, throughout Project implementation, a Project Implementation Unit ("PIU") with functions and responsibilities acceptable to the Bank, for the implementation of Part 1 and Part 2 of the Project, including, *inter alia*: (i) promoting awareness of the Project; (ii) collaborating with relevant ministries and central government institutions to identify and select buildings to be renovated; (iii) establishing appropriate screening processes to ensure adherence of the Subproject eligibility criteria; (iv) coordinating with Subproject beneficiaries on the implementation of the renovation works; (v) carrying out the procurement process for Energy Audits, detailed designs and technical specifications, renovation works, construction supervision, energy savings verification and energy performance certificates; (vi) supervising, reviewing and approving all Energy Audits, designs and renovations; and (vii) carrying out the financial management, environmental and social safeguard compliance, and gender, citizen engagement, and monitoring and reporting requirements for the Project.
2. The Borrower, through MoEUCC, shall maintain at all times qualified staffing, budgetary resources, and authority necessary and appropriate for the satisfactory implementation of the Project.
3. In carrying out the Project, the Borrower, through MoEUCC, shall ensure that:
 - (a) all expenditures financed under this Agreement are directly incurred on account of the implementation, management, and monitoring of the Project; and
 - (b) in the event that the goods, works, consulting services, non-consulting services, Training, or Operating Costs are shared with other projects or events, such expenditures are properly prorated to the respective budgets of the relevant projects and/or events.

B. Project Operations Manual.

1. The Borrower, through MoEUCC, shall maintain throughout Project implementation, a Project Operations Manual (“POM”), in form and substance satisfactory to the Bank, that shall consist 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) detailed description of all Project activities supported under this Agreement, their sequencing and the prospective timetable and benchmarks in relation thereto, including, *inter alia*:
 - (i) the process for (A) MoEUCC’s issuance of calls for proposals for Subprojects, (B) applications of Subproject proposals, and (C) MoEUCC’s evaluation and selection of Subproject proposals for Part 1 of the Project;
 - (ii) MoEUCC’s development of Energy Audits and detailed designs and technical specifications for energy efficiency renovations;
 - (iii) MoEUCC’s carrying out of Subprojects for the improvement of energy performance that are in line with all building requirements of the Borrower and acceptable to the Bank;
 - (b) the parties responsible for carrying out the respective parts of the Project;
 - (c) the detailed qualification and selection criteria and processes, and prioritization considerations;
 - (d) the detailed requirements for the project initiation letters issued by MoEUCC and signed by respective Subproject beneficiaries under Part 1 of the Project pursuant to Section I.C.3 of this Schedule;
 - (e) the environmental and social safeguard instruments and arrangements, including the grievance redress mechanism, and gender and citizen engagement for the Project;
 - (f) the financial management arrangements for the Project as set forth in a financial management manual portion of the POM;
 - (g) the coordination arrangements between the relevant parties for the day-to-day execution of the Project; and
 - (h) Project monitoring, evaluation, reporting, and communications.

2. The Borrower, through MoEUCC, shall carry out the Project, and cause the Project to be carried out, in accordance with the arrangements, procedures and guidelines set forth in the POM, provided, however, that in case of any conflict between the arrangements and procedures set out in the POM and the provisions of this Agreement, the provisions of this Agreement shall prevail.
3. The POM, and any provision thereof, shall not be assigned, amended, abrogated or waived, nor shall be permitted to be assigned, amended, abrogated or waived, without the prior written consent of the Bank; the POM may only be amended in consultation with, and after approval of, the Bank.

C. Beneficiary and Subproject Eligibility and Prioritization.

1. The Borrower, through MoEUCC, shall select Subprojects all in accordance with beneficiary and Subproject eligibility criteria and procedures acceptable to the Bank, as set forth below and further detailed in the POM, unless otherwise agreed to by the Bank in writing and thereafter set forth in the POM:

(a) Beneficiary eligibility criteria. Buildings for which a subproject is proposed shall meet the following requirements:

- (i) the building must be owned by, or has been legally assigned to, the central government (excluding publicly owned enterprises, and private buildings with public agency tenants);
- (ii) on the basis of the building administrator's confirmation, the building is not planned for relocation, closure, demolition, or privatization;
- (iii) the property is not located in an area exposed to high flood risk, as determined based on the assessment criteria set forth in the POM;
- (iv) buildings shall be determined to be structurally and seismically safe in accordance with the following criteria:
 - (A) buildings with construction permits issued before January 2000 which have been officially assessed by a civil engineer (registered with the Turkish Chamber of Civil Engineers) as structurally and seismically safe according to the Turkish Building Earthquake Code (2019);

- (B) buildings with construction permits issued between December 31, 2018, and January 1, 2000, which are included in MoEUCC's KAYES Database as having been assessed as structurally and seismically safe; and
 - (C) buildings with construction permits that were issued on or after January 1, 2019; and
- (v) the building is not: (A) used for, or is intended to be used for, defense, law enforcement, security, and correctional facilities (specifically, police, prisons, and military facilities, including dormitories used by personnel providing these functions), and other related areas as may be included in the POM; and (B) involved in any other Excluded Activities.
- (b) Subproject eligibility requirements. Subproject eligibility shall be determined after the completion of the Energy Audit for a proposed Subproject, based on criteria including the following:
- (i) the Energy Audit for the proposed Subproject confirms at least thirty percent (30%) energy savings, a maximum simple payback period of 20 years for the overall investment, and the maximum payback period of individual energy efficiency and on-site renewable energy measures shall not exceed their expected life; and
 - (ii) the proposed renewable energy investment to generate electricity qualifies for "unlicensed" electricity production pursuant to the *Regulation on Unlicensed Electricity in the Electricity Market*.
- (c) Subproject prioritization. In the event the number of eligible buildings exceed the available funding under the Project, the Borrower, through MoEUCC, shall rank eligible Subproject proposals based on prioritization considerations set forth in the POM, including the following:
- (i) buildings with high specific annual energy consumption;
 - (ii) buildings that use carbon-intensive fossil fuels for heating; and
 - (iii) buildings with larger gross floor area, while ensuring broad geographic coverage and adequate representation of all building types (hospitals, universities, offices, and high schools).

2. To qualify for financing under Part 1 of the Project, prior to the start of each respective Subproject, the Borrower, through MoEUCC, shall issue to each Subproject beneficiary (e.g., hospital) a project initiation letter, and obtain the signature of the authorized representative of the respective Subproject beneficiary (e.g., building administrator) to the project initiation letter.
3. As further detailed in the POM, each Subproject's project initiation letter shall outline the building renovation processes and procedures, and the respective parties' roles, responsibilities and obligations in connection with the renovations, including specifically recognizing that (a) the Subproject is to be carried out in accordance with the terms of this Agreement and the POM, and (b) the Subproject beneficiary shall enable the MoEUCC and the Bank to inspect the Subproject and any relevant records and documents, and to prepare and furnish to the MoEUCC and the Bank all such information as the MoEUCC or the Bank shall reasonably request relating to the foregoing.
4. The Borrower, through MoEUCC, shall exercise its rights under each project initiation letter in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan; except as the Bank shall otherwise agree, the Borrower, through MoEUCC, shall not assign, amend, abrogate or waive any project initiation letter or any of its provisions.

D. Annual Work Plan and Budget.

1. The Borrower, through MoEUCC, shall:
 - (a) prepare and furnish to the Bank not later than January 31st of each year during the implementation of the Project, a proposed Annual Work Plan and Budget containing: (i) all activities to be carried out under the Project during the following year; (ii) a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts; and (iii) any training activities that may be required under the Project;
 - (b) afford the Bank a reasonable opportunity to exchange views with MoEUCC on each such proposed Annual Work Plan and Budget, and shall thereafter ensure that the Project is implemented with due diligence during the following year, in accordance with such Annual Work Plan and Budget as shall have been approved by the Bank; and
 - (c) not make or allow to be made any change to the approved Annual Work Plan and Budget without the Bank's prior written approval.

E. Environmental and Social Standards.

1. The Borrower shall, through MoEUCC, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Borrower shall, through MoEUCC, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Borrower shall, through MoEUCC, ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Borrower shall, through MoEUCC, ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, (i) explosions, spills, and any workplace accidents that result in death, serious or multiple injury, or pollution, (ii) any issues

or grievances arising from the surveillance and/or monitoring activities under the Project, (iii) any violent labor unrest or dispute between the Borrower or security forces (assigned to protect the Project) and local communities, (iv) any case of sexual exploitation and abuse, sexual harassment and violence against minors, or (v) incidents in or related to any waterways as defined and applicable under World Bank Operational Policy 7.50 or disputed areas, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

5. The Borrower shall, through MoEUCC, establish, publicize, maintain, and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.
6. The Borrower shall, through MoEUCC, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, and subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

Section II. Project Monitoring, Reporting, and Evaluation

The Borrower, through MoEUCC, shall furnish to the Bank each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of Loan Proceeds

A. General.

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to finance Eligible Expenditures, in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

| Category | Amount of the Loan Allocated (expressed in EUR) | Percentage of Expenditures to be financed (inclusive of Taxes) |
|--|--|---|
| (1) Goods, works, non-consulting services, consulting services, Training and Operating Costs for the Project | 279,700,000 | 100% |
| TOTAL AMOUNT | 279,700,000 | |

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is December 31, 2030.

SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”).

Level Principal Repayments

| Principal Payment Date | Installment Share |
|--|--------------------------|
| On each April 15 and October 15 Beginning October 15, 2030 through October 15, 2036. | 7.14% |
| On April 15, 2037 | 7.18% |

APPENDIX

Definitions

1. “Annual Work Plan and Budget” means the work plan and budget prepared annually by the Borrower, through MoEUCC, and approved by the Bank in accordance with Schedule 2, Section I.D, to this Agreement.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 6 of the Appendix to the General Conditions, 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.
3. “Category” means a category set forth in the table in Schedule 2, Section III.A, to this Agreement.
4. “Central Government Buildings” means public buildings owned by the Borrower’s central government, including central government affiliated buildings, such as education facilities, dormitories, and hospitals, but excluding such facilities related to defense, law enforcement and security, as indicated in the Excluded Activities list defined in this Appendix to the Agreement.
5. “ECA” means Europe and Central Asia region.
6. “Energy Audit” means an inspection survey, an analysis of energy flows, and identification of energy conservation measures for a building; such audit provides recommendations on processes or systems to reduce the amount of energy consumption of a system without negatively affecting the output; “Energy Audits” means, collectively, all such audits.
7. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated May 10, 2024, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
8. “Environmental and Social Instruments” means, collectively, the environmental and social instruments of the Borrower, through MoEUCC, as specified in the Environmental and Social Commitment Plan.

9. “Environmental and Social Management Framework” means the final document disclosed by the Borrower, through MoEUCC, and the Bank that sets forth (a) the modalities for site-specific environmental and social screening and procedures for the preparation and implementation of environmental and social management plans under the Project, including the criteria (and forms) for social screening to exclude any activities that may cause physical or economic displacement, (b) 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, and (c) the actions needed to implement said measures, and as the same may be amended from time to time with the Bank’s prior written approval.
10. “Environmental and Social Standards” or “ESSs” means, collectively:
 - (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”;
 - (ii) “Environmental and Social Standard 2: Labor and Working Conditions”;
 - (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”;
 - (iv) “Environmental and Social Standard 4: Community Health and Safety”;
 - (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”;
 - (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”;
 - (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”;
 - (viii) “Environmental and Social Standard 8: Cultural Heritage”;
 - (ix) “Environmental and Social Standard 9: Financial Intermediaries”;
 - (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”;said ESSs which became effective on October 1, 2018, as published by the Bank.
11. “Excluded Activities” means, collectively:
 - (a) Any investments and activities inconsistent with the Bank’s Environmental and Social Standards and/or the requirements set forth in the ESCP;
 - (b) Any of the activities listed, or activities that produce and/or use materials listed, in the World Bank Group/International Finance Corporation Exclusion List (see https://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/sustainability-at-ifc/company-resources/ifcexclusionlist), and such other activities and/or materials listed in the POM and classified and referred to as part of the negative list in said manual;

- (c) Investments and activities classified as substantial risk or high risk in respect to potential environmental and social impacts, in accordance with the provisions of the POM and the Environmental and Social Management Framework;
 - (d) Investments and activities that involve large-scale physical and economic displacement as described in Land Acquisition, Restrictions on Land Use, or Involuntary Resettlement (as defined under ESS 5); that adversely impacts sensitive habitats and species as described in Biodiversity Conservation and Sustainable Management of Living Natural Resources (as defined under ESS 6); that adversely impacts Cultural Heritage (as defined under ESS 8); or that involves child or forced labor;
 - (e) Investments and activities that involve the potential use of, or discharge into, any waterways as defined and applicable under World Bank Operational Policy 7.50 (or detailed design and engineering studies of such investment), as such waterways shall have been described more specifically in the POM;
 - (f) Investments and activities that involve the construction of a new dam or a dam under construction; and
 - (g) Investments or activities that involve any other exclusions agreed to by the Bank and the Borrower, through MoEUCC, and set forth in the Environmental and Social Management Framework and the POM.
12. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing,” dated December 14, 2018 (last revised on July 15, 2023).
 13. “KAYES Database” means the public structures inventory system under MoEUCC.
 14. “Ministry of Environment, Urbanization and Climate Change” or “MoEUCC” means the Borrower’s ministry of the same name or any legal successor or successors thereto acceptable to the Bank for the purposes of the Project.
 15. “MPA Program” means the multiphase programmatic approach program designed to increase energy efficiency savings in participating client countries of the Europe and Central Asia (ECA) region and develop enabling policies and programs for the scale-up of energy efficiency.
 16. “MRV” means the process of measuring greenhouse gas emissions, compiling and reporting the information to a system, program or body, and then subjecting this reported data to a party review and verification process.

17. “Operating Costs” means reasonable incremental expenses directly incurred on account of the implementation, management, and monitoring of the Project by the Borrower, through MoEUCC; such costs may include, as relevant, and as the Bank may agree, for the following:
 - (a) Project audits;
 - (b) office supplies;
 - (c) office rental;
 - (d) vehicle rental;
 - (e) office and equipment maintenance and repair;
 - (f) communications;
 - (g) translation and interpretation (not covered under Training);
 - (h) travel associated with Project implementation (including accommodations and *per diem*);
 - (i) publication fees;
 - (j) ownership of intellectual property rights; and
 - (k) other miscellaneous expenses directly associated with the Project and agreed between the Bank and the Borrower, through MoEUCC, but excluding salaries of officials and employees of the Borrower.
18. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
19. “Project Implementation Unit” or “PIU” means the unit established within the MoEUCC for the implementation of the Project pursuant to Schedule 2, Section I.A.1(b), to this Agreement or any legal successor or successors thereto acceptable to the Bank for the purposes of the Project.
20. “Project Operations Manual” or “POM” means the Project Operations Manual referred to in Schedule 2, Section I.B, to this Agreement, as the said manual may be amended from time to time, with the prior written approval of the Bank, and such term includes any schedules to the POM.
21. “Regulation on Unlicensed Electricity in the Electricity Market” means the regulation of the same name published in the Official Gazette, No. 30772, dated May 12, 2019.
22. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.

23. “Subprojects” means investments for the renovation of Central Government Buildings, including central government affiliated buildings (i.e., public buildings under central line ministries, including schools and hospitals), to improve their energy efficiency and increase on-site renewable energy use, selected in accordance with the eligibility criteria and requirements set forth in Schedule 2, Section I.C, to this Agreement and further detailed in the POM, and to be financed under Part 1 of the Project.
24. “Training” means the reasonable expenditures directly incurred on account of Project-related capacity building activities, including study tours, training courses, seminars, and workshops; such eligible expenditures (excluding goods, consulting services and non-consulting services in the Procurement Plan) include *travel, accommodation and per diem costs* associated with training, workshop and study tour participants and trainers, space and equipment rental, and other training related miscellaneous costs, all based on an Annual Work Plan and Budget agreed with the Bank.
25. “Turkish Building Earthquake Code (2019)” means the Turkish Building Earthquake Code entered into force on January 1, 2019, published in the Official Gazette No. 30364, dated March 18, 2018.
26. “Turkish Chamber of Civil Engineers” means the technical organization established under the Union of Chambers of Turkish Engineers and Architects by the Borrower’s Law No. 6235-7303.
27. “World Bank/International Finance Corporation Exclusion List” means the list of activities excluded from investments, as such list is provided at <https://www.ifc.org/en/what-we-do/sector-expertise/sustainability/ifc-exclusion-list-2007>, or any successor website or location.