
LOAN NUMBER 9754-TR

Loan Agreement

(Türkiye Preparedness for Public Health Emergencies Project)

between

REPUBLIC OF TÜRKİYE

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 thirty million one hundred thousand Euro (€230,100,000), 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 May 15 and November 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 Health (“MoH”) declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the Project through MoH 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 Additional Condition of Effectiveness consists of the following:
- (a) The Borrower, through MoH, has prepared and adopted the Project Operations Manual (“POM”) in form and substance acceptable to the Bank; and
 - (b) The Borrower, through MoH, has hired one (1) environmental specialist and one (1) social specialist for the MoH PMSU referred to in Section I.A.1(b) of Schedule 2 to this Agreement.
- 4.02. The Effectiveness Deadline is the date ninety (90) 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 Bakanligi
Inönü Bulvari No. 36
Emek – 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

Kerem Dönmez

Name: _____

Title: _____

Director General

Date: _____

18-Dec-2024

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

By



Authorized Representative

J. Humberto Lopez

Name: _____

Title: _____

Country Director

Date: _____

17-Dec-2024

SCHEDULE 1

Project Description

The objective of the Project is to strengthen Türkiye's capacity to (i) produce vaccines, and (ii) detect and initiate a rapid response to public health emergencies.

The Project consists of the following parts:

Part 1. Strengthen Vaccine Production Capacity

- 1.1 Supporting the Ankara Vaccine Production Center through: (a) providing technical assistance to define and prioritize the research agenda for vaccine manufacturing technologies, including (i) aligning manufacturing regulations to International Standards; (ii) supporting the submission for the WHO Pre-qualification Certification process; and (iii) identifying the physical components associated to the Eligible Medical and Technical Equipment required to meet design, supply and installation requirements for WHO Pre-qualification Certification; (b) procuring and establishing the Eligible Medical and Technical Equipment; and (c) training and capacity building of the Ankara Vaccine Production Center staff.

Part 2. Strengthen National and Subnational Capacities for Detection of and Response to Health Emergencies

2.1 Early warning and surveillance

- (a) *Prioritization and planning for greater impact.* (i) Conducting two (2) national and local level hazard risk assessments to prioritize biological hazards (particularly climate-sensitive pathogens) and maintain the hazards and risks lists updated to incorporate risks assessments of non-biological hazards carried out by other government departments and the evolving health and environmental conditions; and (ii) mapping and conducting gap assessments of national and subnational surveillance systems across the public and private sectors.
- (b) *System performance, expansion and improvement to increase surveillance EWS performance in detecting potential threats.* (i) Improving routine events-based surveillance and introducing new forms of community-based surveillance; (ii) enhancing Vector surveillance; (iii) supporting the development and implementation of advanced data science and analytics techniques; (iv) providing support in the implementation of the National Genomic Surveillance Strategy 2023-2028; (v) developing prioritized strategies for other disease surveillance expansions; and (vi) developing

and implementing a systematic Multisectoral Performance Improvement Mechanism.

- (c) *Workforce skills.* Providing training of trainers, and cascaded training of the frontline provincial health workforce, in core capacities.
- (d) *Critical hardware.* Equipping Peripheral Health Facilities and workforce with communication tools to facilitate real-time reporting of potential public health threats.
- (e) *Information systems and data.* (i) Developing an integrated health information system framework with upgraded mobile and web-based functions; (ii) updating the surveillance system workflows; and (iii) integrating data from Non-Health Sources into the EWS and surveillance systems.

2.2 Laboratory and diagnostics systems

- (a) *Improved planning.* (i) Mapping and undertaking a gaps assessment of national and subnational laboratory systems and diagnostics capacities including staffing across public and private sectors; and (ii) updating selected laboratory and diagnostics emergency preparedness and response plans at all levels for priority pathogens and national bio-risk management protocols, in alignment with International Biosecurity Guidance.
- (b) *System performance and improvement.* Aligning specimen referral and transport system workflows at peripheral level to improve efficiency.
- (c) *Workforce skills.* Providing capacity building, technical assistance and training to regional and peripheral laboratory staff on: (i) biocontainment and bio-risk management, advance microbiology and molecular diagnostic strategies; and (ii) vector surveillance.
- (d) *Critical hardware.* Equipping Prioritized Laboratory Facilities with personal protective equipment, reagents, equipment, network connectivity and other supplies.

2.3 National planning and emergency response coordination for emergency-ready health systems

- (a) *National preparedness and response planning.* (i) Reviewing and updating the MoH National Influenza Preparedness Plan to a national all-hazards health emergency response plan; and (ii) updating and developing national and subnational Facility Plans to strengthen operation readiness.

- (b) *Workforce skills and system performance improvement.* (i) Strengthening surge capacity of allied health professions and the health research workforce including through training and equipping of multidisciplinary response teams and front-line health care workers to respond to and mitigate the impact of health emergencies; and (ii) implementing regular, systematic delivery of multisectoral, multi-ministerial simulation exercises, tabletop exercises and drills involving all levels of the health system to respond to and mitigate the impact of health emergencies.
- (c) *Critical hardware.* Establishing and equipping the Ankara Simulation-Based Training Center “Ankara SEUM” to conduct practical exercises at scale for health emergencies.
- (d) *Coordination and governance.* (i) Establishing a Multisectoral Coordination and Collaboration Platform for addressing data and information needs relevant to health emergencies, including, (A) the development of enabling public health legislation and regulations, and (B) upgrading the National Health Statistics System to a shared information platform between MoAF and MoE; and (ii) promoting information sharing, strategic alignment and mutual coordinated action across animal, human and environmental health and other relevant sectors.

Part 3. Project Management and Monitoring, and Institutional Capacity

- 3.1 Supporting Project management, including coordination of technical activities, fiduciary functions, audits of Project financial statements, environmental and social compliance, regular monitoring and reporting on Project implementation and Operating Costs.
- 3.2 Supporting MoH’s institutional capacity during a period of one (1) year starting at the Project Effective Date.

Part 4. Contingent Emergency Response

Providing immediate response to an Eligible Crisis or Emergency.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Borrower, through MoH, shall:
 - (a) be responsible for the overall implementation, management, coordination and oversight of the Project, including the administrative, procurement, environmental and social, disbursement, financial management (including, overseeing preparation of the consolidated Annual Work Plan and Budget, procurement plan and activity and financial report), reporting, and monitoring and evaluation requirements specified in this Agreement, and as may be further elaborated in the POM; and
 - (b) maintain, throughout Project implementation, the MoH PMSU, with functions and responsibilities acceptable to the Bank, including maintaining qualified staffing, budgetary resources, and authority necessary and appropriate for the satisfactory implementation of the Project, with the involvement of MoH's relevant General Directorates and departments, and as may be further elaborated in the POM.
2. The Borrower, through MoH, shall maintain throughout Project implementation the General Directorates within the MoH with adequate resources and competent staff acceptable to the Bank to be responsible for technical implementation of Project activities including the provision of technical support to MoH PMSU in the procurement of equipment for said activities.

B. Project Operations Manual.

1. The Borrower, through MoH, shall prepare, adopt, maintain throughout Project implementation a POM, in substance and manner acceptable to the Bank, to carry out the Project.
2. Without limitation upon the provisions of Article V of the General Conditions, the Borrower, through MoH, shall and shall cause the Project to be carried out in accordance with the POM, which shall include, *inter alia*, provisions on the following: (a) the parties responsible for carrying out the Project; (b) the coordination arrangements between the relevant parties for the day-to-day execution of the activities under the Project; (c) the detailed description of all relevant Project activities supported under this Agreement, their sequencing and the prospective timetable and benchmarks in relation thereto; (d) the detailed

policies and procedures for Project implementation and management of the relevant Project activities, including specifically: (i) the selection and management of the relevant Project activities; (ii) the environmental and social obligations and arrangements for the relevant Parts of the Project that shall include, *inter alia*: the environmental and social requirements set forth in this Agreement, the Environmental and Social Commitment Plan and the environmental and social instruments referred to therein, and the details on the environmental and social screening, monitoring and reporting procedures in line with the Environmental and Social Standards; (iii) detailed guidelines and procedures for Personal Data collection and processing in accordance with applicable national law and good international practice; (iv) a financial management manual, covering the financial management arrangements, requirements and detailed procedures consistent with the provisions of Section 5.09 of the General Conditions, including the functions, staffing, job descriptions (with special emphasis on the segregation of duties), workflows, internal controls and all financial management arrangements for the Project; (v) the guidelines and procedures for procurement consistent with the provisions of the Procurement Regulations; (vi) the requirements of the Anti-Corruption Guidelines; (vii) the requirements and procedures for the monitoring, evaluation, reporting, and communications, including specifically, the frequency and content of environmental and social monitoring reports, for the relevant Parts of the Project; (e) the eligibility criteria for the Eligible Medical and Technical Equipment; (f) the detailed technical characteristics of the Multisectoral Coordination and Collaboration Platform; (g) eligibility criteria for the Peripheral Health Facilities, and (h) prioritization criteria to identify the Prioritized Laboratory Facilities.

3. The Borrower, through MoH, shall carry out the Project 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.
4. 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 the approval of, the Bank.

C. Annual Work Plan and Budget, and Annual Procurement Plan.

1. The Borrower, through MoH, shall:
 - (a) prepare and furnish to the Bank not later than September 30 of each year during the implementation of the Project, a proposed Annual Procurement Plan and Annual Work Plan and Budget containing: (i) all activities to be carried out under the Project during the following year; and (ii) a proposed

financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing;

- (b) afford the Bank a reasonable opportunity to exchange views on each such proposed Annual Procurement Plan, Annual Work Plan and Budget, and shall thereafter ensure that the Project is implemented with due diligence during said following year, in accordance with such Annual Procurement Plan, 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 Procurement Plan, Annual Work Plan and Budget without the Bank's prior written approval.

D. Environmental and Social Standards.

1. The Borrower, through MoH, shall 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, through MoH, shall 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, through MoH, shall 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, through MoH, shall 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, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Borrower, through MoH, shall 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, through MoH, shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, 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.

E. Contingent Emergency Response.

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project (“Contingent Emergency Response Part”), the Borrower, through MoH, shall ensure that:
 - (a) a manual (“CERC Manual”) is prepared and adopted by in form and substance acceptable to the Bank, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part;

- (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a brief Environmental and Social Management Framework (“CERC-ESMF”) containing a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
 - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Bank;
 - (c) the Contingent Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
 - (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Bank.
2. The Borrower, through MoH, shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to Bank.
3. The Borrower, through MoH, shall ensure that:
- (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Bank; and
 - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Bank.
4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

Section II. Project Monitoring, Reporting and Evaluation

1. The Borrower, through MoH, shall furnish to the Bank each Project Report not later than forty-five days after the end of each calendar quarter, covering said calendar quarter.
2. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Bank, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Borrower, through MoH, shall ensure that such information, report or document does not include Personal Data.

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, non-consulting services, consulting services, Training and Operating Costs for the Project	230,100,000	100%
(2) Emergency Expenditures	0	100%
TOTAL AMOUNT	230,100,000	

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date.
 - (b) for Emergency Expenditures under Category (2), unless and until all of the following conditions have been met in respect of said expenditures:
 - (i) (A) the Borrower has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Bank a request to withdraw Loan amounts under Category (2); and (B) the Bank has agreed with such determination, accepted said request and notified the Borrower thereof; and
 - (ii) the Borrower, through MoH, has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Bank.
2. The Closing Date is October 31, 2029.

Section IV. Other Undertakings

1. No later than eighteen (18) months after the Effective Date, and as soon as they are available, the Borrower, through MoH, shall furnish to the Bank, the designs of the Ankara Vaccine Production Center.
2. No later than three (3) months after the Ankara Vaccine Production Center draft designs are available as per paragraph 1. above, the Borrower, through MoH, shall retain an independent biosafety expert with qualifications and terms of reference acceptable to the Bank, to assess the designs of the Ankara Vaccine Production Center, including the biosafety risks and appropriateness of the kindergarten location and design as part of said facility.
3. No Eligible Medical and Technical Equipment procured under Part 1.1.(a) of the Project shall be installed in the Ankara Vaccine Production Center unless and until (i) the Bank is satisfied that the Ankara Vaccine Production Center has been designed in compliance with the assessment and recommendations of the biosafety expert referred to in Section IV.1. above; and (ii) the Bank is satisfied that the Ankara Vaccine Production Center designs and construction meets the requirements and criteria set forth in the ESCP and the environmental and social instruments referred to therein.

4. The Borrower, through MoH, shall ensure that, throughout the life of the Project, the Ankara Vaccine Production Center maintains its operation certification issued by the NRA and as specified in the Ankara VPC ESIA/ESMP.
5. The Borrower, through MoH, shall ensure that the Ankara Vaccine Production Center is constructed and said construction maintained, throughout Project implementation, in compliance with (i) the assessment and recommendations of the biosafety expert referred to in Section IV.1. above; and (ii) the requirements and criteria set forth in the ESCP and the environmental and social instruments referred to therein.
6. Upon completion of the construction of the Ankara Vaccine Production Center, the Borrower, through MoH, shall retain a biosafety expert to assess and confirm that the construction of the Ankara Vaccine Production Center has finalized and is in compliance with the assessment and recommendations of the biosafety expert referred to in Section IV.1. above.

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 May 15 and November 15 Beginning May 15, 2031 through May 15, 2037	7.14%
On November 15, 2037	7.18%

APPENDIX

Section I. Definitions

1. “Ankara Simulation-Based Training Center”, “Ankara SEUM” or “*Simulasyon Destekli Egitim Merkezi*” means the Borrower’s simulation assisted training center which provides training on clinical interventions to increase the specialized health workforce.
2. “Ankara Vaccine Production Center” or “Ankara VPC” means the Borrower’s vaccine production center established pursuant to MoH internal communication, dated December 13, 2021.
3. “Annual Procurement Plan” means the procurement plan for any given year, prepared in form and substance acceptable to the Bank, which expands on the information set forth in the Project Procurement Plan by listing all the procurement packages and or activities planned to be procured during said given year, commencing each January 1 to December 31 of the respective calendar year, or the Closing Date in the case of the last year of implementation.
4. “Annual Work Plan and Budget” means the annual work plan and budget referred to in Schedule 2, Section I.C, to this Agreement.
5. “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.
6. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
7. “CERC-ESMF” means the Environmental and Social Management Framework prepared by the Borrower, through MoH, and acceptable to the Bank, which describes the environmental and social assessment and management arrangements for the activities to be carried out under Part 4 of the Project and included in the CERC Manual, as referred to in Section I.E. of Schedule 2, to this Agreement and Section 1.5 of the ESCP.
8. “CERC Manual” means the manual referred to in Schedule 2, Section I.E., to this Agreement, as such manual may be updated from time to time with the agreement of the Bank, and which is an integral part of the Project Operations Manual.
9. “Contingent Emergency Response Part” or “CERC” means any activity or activities to be carried out under Part 4 of the Project to respond to an Eligible Crisis or Emergency.

10. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Borrower, associated with a natural or man-made crisis or disaster.
11. “Eligible Medical and Technical Equipment” means the equipment required for the operation of the Ankara Vaccine Production Center, acceptable to the Bank, which complies with energy efficiency standards and other requirements set forth in the Project Operations Manual.
12. “Emergency Action Plan” means the plan referred to in Schedule 2, Section I.E.1.(b), to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
13. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Schedule 2, Section I.E.1.(a)(ii), to this Agreement and required for the Contingent Emergency Response Part.
14. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated November 4, 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, through MoH, 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.
15. “Environmental and Social Impact Assessment and Management Plan” or “ESIA/ESMP” means the environmental and social assessment report and management plan prepared and adopted by the Borrower, through MoH, satisfactory to the Bank, as set forth in the ESCP, and in consistency with the ESS.
16. “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 African 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,” effective on October 1, 2018, as published by the Bank.

17. “EWS” means early warning system.
18. “Facility Plans” means the plans to be developed and/or updated under Part 2.3(a)(ii) for Health Facilities, including protocols for all-hazards emergency response operations, decision trees and workflows, roles and responsibilities, and hazard-specific planning, including explicit protocols to respond to gender based violence during emergencies and address immediate physical and safety needs.
19. “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), with the modifications set forth in Section II of this Appendix.
20. “General Directorates” means the participating general directorates of the Borrower’s MoH, namely General Directorate of Public Health, General Directorate of Public Hospitals, and General Directorate of Health Information Systems, that shall be responsible for technical implementation of Project activities.
21. “Health Facilities” means public health facilities, including laboratories, hospitals, primary health care centers, and any other public health facility in the Borrower’s territory agreed by the Bank.
22. “International Biosecurity Guidance” means WHO’s Geneva Laboratory Biosecurity from 2024.
23. “International Standards” means WHO Good Manufacturing Practices for Biological Products set forth in WHO Technical Report Series No. 999, as these may be revised from time to time.
24. “Ministry of Agriculture and Forestry” or “MoAF” means the Borrower’s Ministry of the same name or any legal successor or successors thereto acceptable to the Bank.
25. “Ministry of Environment” or “MoE” means the Borrower’s Ministry of the same name or any legal successor or successors thereto acceptable to the Bank.
26. “Ministry of Health” or “MoH” means the Borrower’s ministry of the same name or any legal successor or successors thereto acceptable to the Bank.
27. “Ministry of Treasury and Finance” means the Borrower’s ministry of the same name or any legal successor or successors thereto acceptable to the Bank.

28. “MoH Project Management Support Unit” or “MoH PMSU” means the unit established within the MoH pursuant to MoH internal communication, dated March 24, 2004.
29. “Multisectoral Coordination and Collaboration Platform” means the multisectoral platform to be established within MoH, with the technical characteristics described in the POM, as a mechanism to promote collaboration and coordination among institutions responsible for animal, human and environmental health, and others, in addressing data and information needs and coordinated action related to health emergencies.
30. “Multisectoral Performance Improvement Mechanism” means a mechanism to be developed and implemented under Part 2.1.b.(vi) of the Project, to monitor surveillance performance improvement, in a manner acceptable to the Bank.
31. “National Genomic Surveillance Strategy 2023-2028” means the Borrower’s National Genomic Surveillance Strategy of 2023 to be approved by the MoH, in form and substance acceptable to the Bank.
32. “National Health Statistics System” means the Borrower’s information systems and data bases housed in MoH, capturing statistical data and information of the Borrower’s health system.
33. “National Influenza Preparedness Plan” means the MoH’s 2019 national influenza preparedness plan updated by the MoH General Directorate of Public Health in 2019.
34. “Non-Health Sources” means data sources other than the health sector, including (i) formal data from other sectors (i.e. agriculture, environment, as well as meteorological data among others), and (ii) informal sources including, mobile phone, internet including social media, online searches community participatory surveillance, as further set forth in the POM.
35. “NRA” means the Borrower’s National Regulatory Agency named Türkiye Pharmaceuticals and Medical Devices Agency, established pursuant to Decree Law No. 663 published in the Official Gazette dated November 2, 2011, or any successor thereto acceptable to the Bank.
36. “Operating Costs” means reasonable incremental expenses directly incurred on account of the implementation, management, and monitoring of the Project by the Borrower, through MoH; 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 MoH, but excluding salaries of officials and employees of the Borrower.

37. “Peripheral Health Facilities” means the peripheral health facilities that meet the eligibility criteria set forth in the POM to benefit from Part 2.1.(d) of the Project.
38. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata, and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
39. “Prioritized Laboratory Facilities” means the laboratories prioritized by MoH according to the prioritization criteria set forth in the POM, to be equipped under Part 2.2.(d) of the Project.
40. “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.
41. “Project Operations Manual” or “POM” means as described in Schedule 2, Section I.B, of 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.
42. “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.
43. “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.
44. “Vector” means any living agent that carries and transmits an infectious pathogen such as a parasite or microbe, to another living organism.

45. “WHO” means World Health Organization.
46. “WHO Pre-qualification Certification” means the service provided by WHO upon request of a national regulatory agency or national control laboratory to comprehensively evaluate and determine whether a specific vaccine is safe and effective for the purpose it was produced, as well as evaluates the facilities where the vaccines are produced. This process concludes with the issuance of the WHO Pre-qualification Certification if requirements for any given specific vaccine and production facility under assessment are met.

Section II. Modifications to the General Conditions

1. Section 3.01 (*Front-end Fee; Commitment Charge; Exposure Surcharge*) is modified to read as follows:

“Section 3.01. *Front-end Fee; Commitment Charge*

(a) The Borrower shall pay the Bank a Front-end Fee on the Loan amount at the rate specified in the Loan Agreement. Except as otherwise provided in Section 2.07(b), the Borrower shall pay the Front-end Fee not later than sixty (60) days after the Effective Date.

(b) The Borrower shall pay the Bank a Commitment Charge on the Unwithdrawn Loan Balance at the rate specified in the Loan Agreement. The Commitment Charge shall accrue from the date of the Loan Agreement or the date which falls on the fourth anniversary of the date of approval of the Loan by the Bank, whichever is later, to the respective dates on which amounts are withdrawn by the Borrower from the Loan Account or cancelled. Except as otherwise provided in Section 2.07(c), the Borrower shall pay the Commitment Charge semi-annually in arrears on each Payment Date.”

2. Section 3.04 (*Prepayment*) is modified to read as follows:

“Section 3.04. *Prepayment*

(a) After giving not less than forty-five (45) days’ notice to the Bank, the Borrower may repay the Bank the following amounts in advance of maturity, as of a date acceptable to the Bank (provided that the Borrower has paid all Loan Payments due as at such date): (i) the entire Withdrawn Loan Balance as at such date; or (ii) the entire principal amount of any one or more maturities of the Loan. Any partial prepayment of the Withdrawn Loan Balance shall be applied in the manner specified by the Borrower, or in the absence of any specification by the Borrower, in the following manner: (A) if the Loan Agreement provides for the separate amortization of specified Disbursed Amounts of the principal of the Loan the prepayment shall be applied in the inverse order of such Disbursed Amounts,

with the Disbursed Amount which has been withdrawn last being repaid first and with the latest maturity of said Disbursed Amount being repaid first; and (B) in all other cases, the prepayment shall be applied in the inverse order of the Loan maturities, with the latest maturity being repaid first.

(b) If, in respect of any amount of the Loan to be prepaid, a Conversion has been effected and the Conversion Period has not terminated at the time of prepayment, the provisions of Section 4.06 shall apply.”

3. In paragraphs originally numbered 75 and 81 of the Appendix, the terms “Loan Payment” and “Payment Date” respectively are modified to read as follows:

“75. “Loan Payment” means any amount payable by the Loan Parties to the Bank pursuant to the Legal Agreements, including (but not limited to) any amount of the Withdrawn Loan Balance, interest, the Front-end Fee, the Commitment Charge, interest at the Default Interest Rate (if any), any surcharge, any transaction fee for a Conversion or early termination of a Conversion, any premium payable upon the establishment of an Interest Rate Cap or Interest Rate Collar, and any Unwinding Amount payable by the Borrower.”

“81. “Payment Date” means each date specified in the Loan Agreement occurring on or after the date of the Loan Agreement on which interest, Commitment Charge and other Loan charges and fees (other than the Front-end Fee) are payable, as applicable.”

4. Definitions in paragraphs 4 (Allocated Excess Exposure Amount); 53 (Exposure Surcharge); 99 (Standard Exposure Limit) and 105 (Total Exposure) of the Appendix are deleted in their entirety and the subsequent paragraphs are renumbered accordingly.