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**Republic of Türkiye**

**Euphrates River Watershed Rehabilitation Project  
("Fırat Nehri Havzası Rehabilitasyon Projesi-  
FIRAT")**

**Negotiated financing agreement**

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## **Negotiated financing agreement**

### **Euphrates River Watershed Rehabilitation Project (“Fırat Nehri Havzası Rehabilitasyon Projesi-FIRAT”)**

(Negotiations concluded on 4 September 2024)

Loan No: [xxx]

Project name: Euphrates River Watershed Rehabilitation Project (“Fırat Nehri Havzası Rehabilitasyon Projesi-FIRAT” or “the Project”)

The Republic of Türkiye (the “Borrower”)

and

The International Fund for Agricultural Development (the “Fund” or “IFAD”)

(each a “Party” and together the “Parties”)

#### **Whereas:**

- A.** The Borrower requested a financing in the form of one loan from the Fund for the purpose of financing the Project, as further described in Schedule 1 to this financing agreement;
- B.** It is expected that the Project will be co-financed by the Global Environment Facility (GEF);
- C.** The Borrower has undertaken to provide additional support, that may be needed to the Project; and
- D.** The Fund agreed to provide financing for the Project.

**Now Therefore**, the Parties hereby agree as follows:

#### **Section A**

1. The following documents collectively form this Agreement: this document, the Project Description and Implementation Arrangements (Schedule 1), the Allocation Table (Schedule 2) and the Special Covenants (Schedule 3).

2. The Fund’s General Conditions for Agricultural Development Financing dated 29 April 2009, amended as of December 2022, and as may be amended hereafter from time to time (the “General Conditions” or the “GCs”) are annexed to this Agreement, and all provisions thereof shall apply to this Agreement. For the purposes of this Agreement the terms defined in the General Conditions shall have the meanings set forth therein, unless the Parties shall otherwise agree in this Agreement.

3. The Fund shall provide a loan (the “Loan”) to the Borrower (the “Financing”), which the Borrower shall use to implement the Project in accordance with the terms and conditions of this Agreement.

#### 4. Revolving fund

- i. The Project will avail of a revolving fund facility (the "Revolving Fund Facility" or "RFF") established through Orman Genel Müdürlüğü ("OGM" or "General Directorate of Forestry")'s Orman ve Köy İlişkileri Dairesi Başkanlığı ("ORKÖY" or "Department for Forest and Village Relations") to support activities under sub-components 1.2 and 2.1 of the Project.

### **Section B**

1. The amount of the Loan is Sixty million Euro (EUR 60,000,000).
2. The Loan is granted on ordinary terms and shall be subject to interest on the principal amount outstanding of the Loan at a rate equal to the IFAD Reference Interest Rate including a variable spread, payable semi-annually in the Loan Service Payment Currency, and have a maturity period of 12.5 years, including a grace period of 3 years, starting from the date as of which the Fund has determined that all general conditions precedent to withdrawal have been fulfilled.
3. The Loan Service Payment Currency shall be the Euro (EUR).
4. The first day of the applicable Fiscal Year shall be 1 January.
5. Payments of principal and interest shall be payable on each 15<sup>th</sup> June and 15<sup>th</sup> December.
6. There shall be a Designated Account in Euro, for the exclusive use of the Project opened at the Central Bank of Türkiye. The Borrower shall inform the Fund of the officials authorized to operate the Designated Account.
7. The Borrower shall provide counterpart financing for the Project in the approximate amount of seventeen million eight hundred and seventy-five thousand Euro (EUR 17,875,000) equivalent for Project financing and foregone taxes, if applicable.

### **Section C**

1. The Lead Project Agency shall be the General Directorate of Forestry (the "OGM") within the Ministry of Agriculture and Forestry (the "MoAF").
2. Implementation partners include but are not limited to the entities listed in Schedule 1, Section II, para 9 to this Agreement.
3. The Mid-Term Review shall be conducted as specified in Sections 8.03 (b) and (c) of the General Conditions.
4. The Project Completion Date shall be the 7<sup>th</sup> anniversary from entry into force of this Agreement and the Financing Closing Date shall be 6 months later, or such other date as the Fund may designate by notice to the Borrower.
5. Procurement of goods, works and services financed by the Financing shall be carried out in accordance with the provisions of the Borrower's procurement regulations, to the extent such are consistent with the IFAD Procurement Guidelines, except for the procurement of Goods, Works and related non-consulting services above the threshold for international competitive bidding (ICB) and for consulting services which shall be

undertaken according to the IFAD Procurement Handbook and in line with IFAD Standard Procurement Documents (SPD).

#### **Section D**

The Fund shall administer the Loan and supervise the Project.

#### **Section E**

1. The following are designated as additional grounds for suspension of this Agreement, complementing Article XII, Section 12.01 - Suspension by the Fund of the GCs:

i. The Project Implementation Manual (PIM) and/or any provision thereof, has been waived, suspended, terminated, amended or modified without the prior agreement of the Fund and the Fund, after consultation with the Borrower, has determined that this has had, or is likely to have, a material adverse effect on the Project.

2. The following are designated as additional general conditions precedent to withdrawal:

- a) The IFAD no objection to the PIM shall have been obtained;
- b) Key Project Personnel shall have been appointed as per Schedule 3, Section I, paragraph 8 of this Agreement;
- c) A fully functional accounting software shall have been established at Central Project Management Unit (CPMU) level;
- d) The Designated Account shall have been opened and the sample signatures of the persons authorised to operate the accounts shall have been delivered to IFAD; and

3. The following is designated as an additional specific condition precedent to withdrawal from the Grants & Subsidies category:

A Project Account in Turkish Lira shall have been opened at ZIRAAT Bankasi (i) to receive allocated funds; (ii) to disburse matching grants and interest-free loans to end beneficiaries; and (iii) to receive principle loan repayments from end beneficiaries.

4. This Agreement is subject to ratification by the Borrower.

5. The following are the designated representatives and addresses to be used for any communication related to this Agreement:

For the Borrower:

Director General for Foreign Economic Relations  
Directorate General of Foreign Economic Relations  
Ministry of Treasury and Finance,  
Ankara, Türkiye

For the Fund:

The President  
International Fund for Agricultural Development  
Via Paolo di Dono 44  
00142 Rome, Italy

This Agreement, [dated \_\_\_\_\_], has been prepared in the English language in two (2) original copies, one (1) for the Fund and one (1) for the Borrower.

"[Official Country name]"

\_\_\_\_\_  
"[Authorised Representative Name]"  
"[Authorised Representative title]"

Date: \_\_\_\_\_

International Fund for  
Agricultural Development

\_\_\_\_\_  
Alvaro Lario  
President of IFAD

Date: \_\_\_\_\_

## **Schedule 1**

### *Project Description and Implementation Arrangements*

#### **I. Project Description**

1. *Target Population.* The Project shall benefit small-scale producers living in upland forest villages and engaged in a mixed farming system as their main livelihood. Specific focus will be on vulnerable groups, in particular: (i) poor rural households practising subsistence farming who have some marketable surplus and whose livelihood is negatively affected by environmental degradation, climatic shocks, and disasters; (ii) women, with a sharper focus on women-headed households; and (iii) unemployed and underemployed rural youth.

2. *Project Area.* The Project will target 6 provinces namely Şanlıurfa, Malatya, Diyarbakır, Adıyaman, and certain districts in Bingöl and Elazığ not covered in previously completed IFAD-funded projects.

3. *Goal.* The goal of the Project is to reduce poverty of the upland communities in the targeted Micro-catchments (MCs) of the Euphrates River watershed.

4. *Objectives.* The objectives of the Project are to increase the income and resilience of small-scale producers and vulnerable groups, including women and youth in the targeted MCs.

5. *Components.* The Project shall consist of the following Components:

#### **Component 1: Micro-catchment planning and natural resources management**

This component will support the development of 40 Micro-catchment Plans (MCPs) including on average 10 villages in each Micro-catchment (MC) and the implementation of natural resources restoration and sustainable management activities.

#### **Component 2: Investments in sustainable land management, climate-resilient infrastructure, livelihoods and access to markets**

This component will invest in recovery of production assets and diversification of agricultural production and economic activities in rural areas, improvement of production technologies and practices as well as aggregation and access to markets, based on the recovery needs and investment opportunities identified in the MCPs. Additional support will be provided for marketing and the promotion of products from the participating provinces while investments will be made in public irrigation infrastructure to be complemented with on-farm investments through a revolving fund/matching grant scheme.

#### **Component 3: Institutional strengthening and Project management**

(i) This will be a cross-cutting component servicing the technical components and facilitating pathways for the effective and efficient implementation of Project interventions. Based on needs, experience, and evidence from the Project investments the component will support institutional strengthening of OGM at all levels, Provincial Development Agencies, Regional Development Administration/Development Agencies and other Project partners as needed.

(ii) The Project will have resources for institutional strengthening to facilitate MC management and development, to enhance effectiveness and to ensure that proven good

practices and lessons learned from FIRAT investments are developed and disseminated to a wider audience.

## **II. Implementation Arrangements**

6. *Lead Project Agency* The OGM within MoAF, as Lead Project Agency ("LPA"), shall be primarily responsible for implementation working in close coordination with the Ministry of Treasury and Finance and the Presidency of Strategy and Budget.

7. *Project Steering Committee.* A Project Steering Committee (PSC) shall be established at central level with the responsibility for overall policy guidance and oversight, including approval of the PIM, matching grants manual, and annual work plans and budgets subject to IFAD no-objection.

8. *Project Management Structure.* The management structure for the Project shall consist of: (i) a Central Project Management Unit (CPMU) hosted by OGM in Ankara; (ii) one Regional Project Management Unit (RPMU) within each of the Regional Directorates of Forestry (OBMs) in Elazığ and Şanlıurfa; and (iii) additional support units in 3 provinces. Located at the OGM at central level, the CPMU will be responsible for: (a) overall Project planning, implementation, financial management, monitoring and evaluation, supervision of procurement procedures; (b) liaising with concerned government departments; (c) obtaining no objection from IFAD; (d) providing guidance and support to RPMUs; and (e) selecting, establishing, and managing partnerships with service providers. The two RPMUs will be responsible for delivering Project services and interventions in their respective target provinces. Government appointed/seconded staff will be deputed to the various levels.

9. *Implementation partners.* Implementation partners may be but are not limited to: i) the General Directorate of Combatting Desertification and Erosion (CEM) under the Ministry of Environment, Urbanisation and Climate Change; ii) the General Directorate of State Hydraulic Works (DSI); iii) the Special Provincial Administrations (SPAs); iv) IPEKYOLU, v) FIRAT and vi) KARACADAG Development Agencies affiliated with the Ministry of Industry and Technology; vii) Provincial Directorates of Agriculture and Forestry affiliated with the provincial governorates; and viii) the Republic of Türkiye's Bank of Agriculture – ZIRAAT Bankasi.

### *10. Monitoring and Evaluation (M&E)*

(i) The M&E system of FIRAT will be built on OGM's existing system to be complemented by an automated Management Information System (MIS) for planning, monitoring, analysis and evaluation of data, which will be developed at Project inception.

(ii) The M&E system developed and managed by the CPMU will be guided by the logical framework and follow the IFAD Core Indicators (COI) measurement guidelines for periodic measurement of project results - activities, outputs, outcomes and impact - in relation to agreed targets to monitor implementation performance, AWPB execution, outreach and effectiveness of the targeting strategy, including data disaggregation by gender and age. Emphasis will be given to monitoring outreach and physical progress for each key output, as and when they are delivered, and outcomes as they emerge.

### *11. Knowledge Management (KM)*

(i) FIRAT will invest in good quality, evidence-based knowledge management to contribute both to the implementation and to policy development processes. The KM activities will place particular emphasis on the sustained anchoring of technical and managerial knowledge among supported upland farmers and entrepreneurs in the watershed which,

apart from helping to increase productivity, will also contribute to improved visibility of Government of Türkiye and IFAD interventions and enhance post-project sustainability.

(ii) The M&E expert at the CPMU will also be responsible for KM and communication of the Project. The M&E/KM expert will be responsible for (i) the preparation of the KM and communication plan in collaboration with other M&E staff, technical specialists and implementing partners, (ii) the implementation, monitoring and periodic update of the plan as required, and (iii) ensuring production, promotion and dissemination of knowledge products to a wider audience.

(iii) A KM/Communication Plan will be developed while fully considering and responding to the knowledge and communication needs of all key stakeholders, including Project participants and implementing partners at all levels. All KM/communication activities, knowledge products and dissemination tools in the plan shall be included in the AWPB with adequate resources allocated to implement them. These initiatives will be monitored within the MIS and will form part of the Project M&E.

12. *Project Implementation Manual*. The PIM will serve as the foundation for Project execution, establishing the Strategic and Institutional Framework and providing guidance for overall planning and activity implementation. The Manual will outline effective procedures and mechanisms to ensure the achievement of the objectives detailed in the Project's design document and logframe and will be regularly updated by the Project team to reflect any changes agreed upon by the Government of Türkiye and IFAD.



## Schedule 2

### Allocation Table

#### 1. Allocation of Loan Proceeds

(a) The Table below sets forth the Categories of Eligible Expenditures to be financed by the Loan and the allocation of the amounts to each category of the Financing and the percentages of expenditures for items to be financed in each Category:

Category	Loan Amount Allocated (Euro)	Percentage
I. Works	17 100 000	100% net of taxes and counterpart contribution
II. Consultancies, Training & Workshops	6 800 000	100% net of taxes and counterpart contribution
III. Equipment, Goods & Services	1 000 000	100% net of taxes
IV. Grants & subsidies	24 900 000	100% net of beneficiaries' contribution
V. Salaries, Allowances & Operating Costs	4 200 000	100% net of taxes and counterpart contribution
Unallocated	6 000 000	
<b>TOTAL</b>	<b>60 000 000</b>	

(b) The terms used in the Table above are defined as follows:

- (i) Category I "Works" includes *inter alia* costs of investments in afforestation, reforestation and soil erosion control; livestock watering facilities tied to sustainable management pilots, rangeland infrastructure, livestock handling facilities, pasture access roads under investments in rangeland rehabilitation and management, marketing facilities under strengthening producer organisations and marketing, upgrade of small-scale irrigation schemes under investments in off-farm climate-resilient water infrastructure.
- (ii) Category II "Consultancies, Training & Workshops" includes *inter alia* costs of participatory micro-catchment planning; portion of costs of sustainable management plans' community mobilisation, development and implementation; biophysical monitoring; technical assistance and trainings under the revolving fund facility; strengthening producer organisations and marketing; design and supervision of irrigation schemes; training in water use efficiency; technical assistance and trainings under institutional strengthening, policy support and Project management; and monitoring and evaluation.
- (iii) Category III "Equipment, Goods & Services" includes *inter alia* costs of investments in improvement of nurseries; animal drinking troughs; communal investments; equipment for Project coordination (including accounting software and Management Information System) and development of knowledge management and communication products.
- (iv) Category IV "Grants & subsidies" includes *inter alia* costs of financing mechanism for wood-saving energy investments for households and the

revolving fund facility (Window for poor and transitory poor producers and Window for producer organisations and aggregators).

- (v) Category V "Salaries, Allowances & Operating Costs" includes *inter alia* costs of technical experts recruited to support in implementing components 1 & 2, salaries and allowances and other operating costs for running the CPMU.

## 2. *Disbursement arrangements*

*Retroactive financing.* As an exception to section 4.08(a) (ii) of the General Conditions, specific eligible expenditures incurred as of 18 September 2024 until the date of entry into force of this Agreement shall be considered eligible up to an amount equivalent to five hundred thousand Euro (Euro 500 000) for activities relating to:

- i) Recurrent costs of key CPMU staff and investment costs associated with the outreach officer; ii) socio-economic studies of youth and women; iii) baseline study, purchase of Management Information System (MIS) and accounting software; and iv) IT and other office equipment.

Activities to be financed by retroactive financing, their respective category of expenditures and source of financing will require IFAD's prior no objection. Pre-financed eligible expenditures shall be reimbursed to the Borrower once additional conditions precedent to withdrawal specified in Section E.3 are fulfilled.

### Schedule 3

#### *Special Covenants*

#### **I. General Provisions**

In accordance with Section 12.01(a)(xxiii) of the General Conditions, the Fund may suspend, in whole or in part, the right of the Borrower to request withdrawals from the Financing Account if the Borrower has defaulted in the performance of any covenant set forth below, and the Fund has determined that such default has had, or is likely to have, a material adverse effect on the Project:

1. Throughout Project implementation, OGM may, if so required, enter into legally binding agreements with each of the Implementation Partners, as further defined in paragraph 9 of Schedule I to this Agreement to outline the collaboration, define the roles, responsibilities and duties thereof with regards to implementation, financial management, accounting and reporting.
2. *Planning, Monitoring and Evaluation.* The Borrower through OGM shall ensure that a Planning, Monitoring and Evaluation (PM&E) system is established within twelve (12) months of the date of entry into force of this Agreement.
3. *Gender.* The Borrower through OGM shall ensure:
  - i. Equal involvement of, and benefits for women and men in the development of forest villages;
  - ii. That women and men have equal access to capacity building, training, productive assets, improved technologies and practices, financial and non-financial services;
  - iii. That women's decision-making role is strengthened;
  - iv. That reduced and equitable workloads are achieved for women; and
  - v. That women's economic empowerment through access to and control over productive and household assets is expanded.
4. *Anticorruption Measures.* The Borrower through OGM shall comply with the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations.
5. *Sexual Harassment, Sexual Exploitation and Abuse.* The Borrower through OGM shall ensure that the Project is carried out in accordance with the provisions of the IFAD Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse, as may be amended from time to time.
6. *Use of Project Vehicles and Other Equipment.*
  - (a) The Borrower through OGM shall ensure that: All vehicles and other equipment procured under the Project are allocated to the LPA as appropriate;
  - (b) The types of vehicles and other equipment procured under the Project are appropriate to the needs of the Project; and
  - (c) All vehicles and other equipment transferred to or procured under the Project are dedicated solely to Project use.
7. *IFAD Client Portal (ICP) Contract Monitoring Tool.*

The Borrower shall ensure that a request is sent to IFAD to access the Project Procurement Contract Monitoring Tool in the IFAD Client Portal (ICP). The Borrower through OGM shall

ensure that all contracts, agreements, purchase orders and related payments are registered in the Project Procurement Contract Monitoring Tool in the IFAD Client Portal (ICP) in relation to the procurement of goods, works, services, consultancy, non-consulting services, community contracts, grants and financing contracts. The Borrower through OGM shall ensure that contract data is updated on a quarterly basis during the implementation of the Project.

#### 8. *Key Project Personnel*

i. Key Project Personnel shall be: the Project Manager, Finance Manager and Accountant, Monitoring and Evaluation Officer, Knowledge Management Officer, Procurement Officer, Social Inclusion and Gender Specialist, and Environment and Climate Assessment Specialist.

ii. In order to assist in the implementation of the Project, the CPMU, unless otherwise agreed with IFAD, shall employ or cause to be employed, as required, Key Project Personnel whose qualifications, experience and terms of reference are satisfactory to IFAD. Key Project Personnel shall be seconded to the CPMU in the case of government officials or recruited under a consulting contract following the individual consultant selection method in the IFAD Procurement Handbook, or any equivalent selection method in the national procurement system that is acceptable to IFAD.

iii. The recruitment and dismissal of Key Project Personnel are subject to IFAD's no objection. Key Project Personnel are subject to annual evaluation and the continuation of their contract is subject to satisfactory performance. Any contract signed for Key Project Personnel shall be compliant with national labour regulations or the International Labour Organisation (ILO) International Labour Standards (whichever are more stringent) in order to satisfy the conditions of IFAD's updated SECAP. Repeated short-term contracts must be avoided, unless appropriately justified under the Project circumstances.

## **II. SECAP Provisions**

1. For projects/programmes presenting high or substantial social, environmental and climate risks, the Borrower shall carry out the implementation of the Project in accordance with the measures and requirements set forth in the Environmental and Social Impact Assessments (ESIAs)/Environmental, Social and Climate Management Frameworks (ESCMFs) and/or Resettlement Action Plans/Frameworks (RAPs/Fs) and Environmental, Social and Climate Management Plans (ESCMPs) for high risk projects and Abbreviated ESIAs and/or Abbreviated RAP/F and ESCMPs for substantial risk projects and Free, Prior and Informed Consent (FPIC) Plans, FPIC Implementation Plans, Indigenous Peoples Plans (IPPs), Pesticide Management Plans, Cultural Resources Management Plans and Chance Finds Plans (the "Management Plan(s)"), as applicable, taken in accordance with SECAP requirements and updated from time to time by the Fund.

2. The Borrower shall cause OGM not to amend, vary, or waive any provision of the Management Plan(s), unless: (i) agreed in writing by the Fund and (ii) the requirements applicable to the original adoption of the Management Plan(s) have been complied with.

3. The Borrower shall not and shall cause OGM, all its contractors, its sub-contractors, and suppliers not to commence implementation of any works, unless all Project-affected persons have been compensated and/or resettled in accordance with the specific RAP/Abbreviated RAP, FPIC and/or the agreed works and compensation schedule.

4. The Borrower shall cause OGM to disclose the draft and final ESIA reports and all other relevant Management Plan(s) to Project stakeholders and interested parties in an

accessible place in the Project Area, in a form and language understandable to Project-affected persons and other stakeholders. The disclosure will take into account any specific information needs of the community (e.g., culture, disability, literacy, mobility or gender).

5. The Borrower shall cause OGM to ensure that all bidding documents and contracts for goods, works and services contain provisions that require contractors, sub-contractors, and suppliers to comply at all times with the standards, measures, and requirements outlined in the SECAP 2021 Edition and the Management Plan(s), if any, in carrying out the Project.

6. This section applies to any event that occurs in relation to: i) serious environmental, social, health & safety (ESHS) incidents (as this term is defined below); ii) labour issues; and/or iii) issues affecting adjacent populations during Project implementation that, with respect to the relevant IFAD Project:

- (i) has direct or potential material adverse effect;
- (ii) has substantially attracted material adverse attention of outside parties or created material adverse national press/media reports; or
- (iii) gives rise to material potential liabilities.

In the occurrence of such event, the Borrower shall cause OGM to:

- Notify IFAD promptly;
- Provide information on such risks, impacts and incidents or accidents;
- Consult with Project-affected parties on how to mitigate the risks and impacts;
- Carry out, as appropriate, additional assessments and stakeholders' engagements in accordance with the SECAP requirements;
- Adjust, as appropriate, the Project-level grievance mechanism according to the SECAP requirements; and
- Propose changes, including corrective measures to the Management Plan(s) (if any), in accordance with the findings of such assessment and consultations, for approval by IFAD.

Serious ESHS incident means serious incident, accident, complaint with respect to environmental, social (including labour and community), health and safety (ESHS) issues that occur in the context of the Financing or within OGM's activities. Serious ESHS incidents can comprise incidents of (i) environmental; (ii) occupational; (iii) public health and safety; or (iv) social nature as well as material complaints and grievances addressed to OGM (e.g. any explosion, spill or workplace accident which results in death, serious or multiple injuries or material environmental contamination, accidents of members of the public/local communities, resulting in death or serious or multiple injuries, sexual harassment and violence involving Project workforce or in relation to severe threats to public health and safety, inadequate resettlement compensation, disturbances of natural ecosystems, discriminatory practices in stakeholder consultation and engagement (including the right of indigenous peoples to free, prior and informed consent), any allegations that require intervention by the police/other law enforcement authorities such as loss of life, sexual violence or child abuse, which (i) have, or are likely to have a material adverse effect; or (ii) have attracted or are likely to arouse substantial adverse attention of outside parties or (iii) create substantial adverse media/press reports; or (iv) give, or are likely to give rise to material potential liabilities.

7. The Borrower shall cause OGM to ensure that its direct contractors, sub-contractors and suppliers respect relevant processes set out in the SECAP 2021 Edition as well as in the Management Plan(s) (if any).

8. Without limitation on its other reporting obligations under this Agreement, the Borrower through OGM shall provide the Fund with:

- Reports on the status of compliance with the standards, measures and requirements set forth in the SECAP 2021 Edition, ESCMPs and the management plan (if any) on a semi-annual basis - or such other frequency as may be agreed with the Fund;
- Reports of any social, environmental, health and safety incidents and/accidents occurring during the design stage or the implementation of the Project proposing remedial measures. The Borrower through OGM will disclose relevant information from such reports to affected persons promptly upon submission of the said reports; and
- Reports of any breach of compliance with the standards, measures and requirements set forth in the SECAP 2021 Edition and the Management Plan(s) (if any) promptly after becoming aware of such a breach.

9. In the event of a contradiction/conflict between the Management Plan(s), if any, and this Agreement, this Agreement shall prevail.