



The Protocol

between the

Ministry of Industry and Technology

Directorate General for EU and Foreign Affairs

Department of EU Financial Programmes

and

NAME OF

THE APPLICANT

regarding

the Project

[Title of the Project]

Disclaimer:

**The signature of this Protocol SHALL NOT be deemed
as the BASIS OF FINANCING DECISION of the proposed Project**





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Abbreviations:

CISOP	Competitiveness and Innovation Sector Operational Programme
CSIS	Competitive Sectors Information System
EC	European Commission
EU	European Union
ERA	End Recipient of Assistance
EUD	Delegation of European Union to Turkey
IPA	Instrument for Pre-Accession Assistance
MoIT	Ministry of Industry and Technology
OCU/D	Operation Coordination Unit/Director
OIS	Operation Identification Sheet
OS	Operating Structure/Ministry of Industry and Technology
SRER	Senior Representative of the End Recipient



A. PARTIES

This Protocol (“Protocol”) is concluded between;

I. Republic of Turkey Ministry of Industry and Technology, Directorate General for EU and Foreign Affairs, Department of EU Financial Programmes (“Ministry”)

and

II. Name of the Applicant (“Applicant”)

The Ministry and the Applicant shall HEREINAFTER be referred to as “*Parties*” collectively and each of them as “*Party*” separately.

B. LEGAL BASIS

The Parties shall be bound by and comply with the Legal Basis and Reference Framework established for the implementation of the Competitiveness and Innovation Sector Operational Programme 2014-2020 (CISOP), contemplated in this Protocol. Any change or modification to the aforementioned Legal Basis and Framework shall automatically become part of this Protocol and consequently apply to the terms and conditions of this Protocol, and shall not require the Protocol’s amendment in writing.

The Legal Basis and Reference Framework applicable to the implementation and management of CISOP includes but is not limited to the following source documents:

- Framework Agreement signed between the Government of the Republic of Turkey and the European Commission on the Arrangements for Implementation of Union Financial Assistance to the Republic of Turkey under the Instrument for Pre-Accession Assistance (IPA II) approved by the Council of Ministers Decree of 2015/7708 and published in the Official Gazette numbered 29393, dated 21/06/2015;
- Financing Agreement¹ between the Government of the Republic of Turkey and the European Commission dated 22.01.2016 and approved by the Decision of Council of Ministers dated 14/03/2016 and numbered 2016/8593;
- Regulation (EU) No 231/2014 of the European Parliament and the Council of 11/03/2014 establishing the “Instrument for Pre-accession Assistance (IPA II)”;
- Regulation (EU) No 236/2014 of the European Parliament and the Council of 11/03/2014 laying down common rules and procedures for the implementation of the Union’s instruments for financing external action;
- Regulation (EU, EURATOM) No 966/2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EU, EURATOM) No 1605/2002 (the EU Financial Regulation) as amended [http://ec.europa.eu/budget/biblio/documents/regulations/regulations_en.cfm];
- Commission Delegated Regulation (EU) No 1268/2012 of 29/10/2012 on the rules of application of Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union as amended [http://ec.europa.eu/budget/biblio/documents/regulations/regulations_en.cfm];

¹ Hereinafter will be referred to as “Financing Agreement”



- Commission Implementing Regulation (EU) No 447/2014 of 02/05/2014 on the specific rules for the Implementing Regulation (EU) No 231/2014 of the European Parliament and the Council establishing the “Instrument for Pre-accession assistance (IPA II)”;
- Commission Decision No C(2014)9576 of 11/12/2014 adopting the Multi-Annual Country Action Programme for Turkey on Competitiveness and Innovation;
- Law No.4749 of 28/03/2002 on the Regulation of Public Financing and Debt Management amended with Law no.4969 dated 31/7/2003, Law no. 5018 dated 10/12/2003, Law no. 5217 dated 14/7/2004, Law no 5234 dated 17/9/2004, Law no. 5335 dated 21/4/2005, Law no. 5538 dated 1/7/2006, Law no.5568 dated 26/12/2006, Law no.5667 dated 24/5/2007, Law no.5787 dated 16/7/2008, Law no.5838 dated 18/2/2009, Law no.5909 dated 17/6/2009, Law no.5917 dated 25/6/2009, Law no.6001 dated 25/6/2010, Law no.6274 dated 7/2/2012, Law no.6327 dated 13/6/2012, Law no.6338 dated 29/6/2012, Law no. 6428 dated 21/2/2013, Law no.6456 dated 3/4/2013, Law no. 6525 dated 20/2/2014, Law no.6552 dated 10/9/2014, Law no.6745 dated 20/8/2016 and Law no.6770 dated 18/1/2017;
- Regulation (Published in the Official Gazette of TR No 28880 of 12/01/2014 by Undersecretariat of Treasury) on the regulation on the Procedures and Principles for Meeting the Financial Requirements for the Programs and Projects in the Context of EU Financial Cooperation and Proceedings and Collection of National Fund Receivables,
- General Communiqué No:2 (Published in the Official Gazette of TR No 28907 on 08/02/2014) by the Ministry of Finance on the Framework Agreement between the Government of the Republic of Turkey and the Commission of the European Communities on the “Instrument for Pre-Accession Assistance (IPA II)”;
- General Communiqué No:3 (Published in the Official Gazette of TR No 29378 of 06/06/2015) by Ministry of Finance on Framework Agreement Between the Government of the Republic of Turkey and the Commission of the European Communities on the “Instrument for Pre-Accession Assistance (IPA II)”;
- General Communiqué (Published in the Official Gazette No 29623 on 13/02/2016) by the Ministry of Finance on the Framework Agreement between the Government of the Republic of Turkey and the Commission of the European Communities on the “Instrument For Pre-Accession Assistance (IPA II)”;
- The Presidential Circular No: 2019/20 of 03/10/2019 (published in the Official Gazette of TR No 30908) on the Management of Pre-Accession Funds and Access to European Union Programmes.

C. AIM AND SCOPE

The aim of this Protocol is to regulate the rules to be in effect between the Ministry and the Applicant throughout the process covering the maturation and approval of the Operation Identification Sheet (OIS) and its respective annexes as well as the rights and liabilities of the Parties.

Regardless of whether one or more Parties is a public corporate entity, this Protocol will be governed by private law, and the private law provisions shall apply to it.

Within this Framework, the Parties agreed on the following matters:



D. GENERAL PROVISIONS

D.1. Horizontal Principles

D.1.1. The Ministry reserves the right to delist the Project from the Project Portfolio in case the conditions laid down within this Protocol is not met by the Applicant. For the purposes of this Article, the Project Portfolio means the list of the projects that are intended to be funded.

D.1.2. The approval and implementation of the Project shall be subject to meeting the requirements of the written provisions of this Protocol and subsequently of the “Operational Agreement” which will be signed at a later stage between the Applicant and the Ministry.

D.1.3. Since the OIS maturation is an ongoing process; the submission of the OIS and its Annexes by the Applicant to the Ministry shall not exceed [....months] following the signature of this Protocol.

D.1.4. The Applicant should assign a Senior Representative (SRER) whose duties and responsibilities are enclosed in the Annex (1) to carry out the overall management of the Project.

D.1.5. The Applicant must also ensure that its entire staff working on the Project are adequately supported and equipped with reasonable command of English and capable of participating in the Project activities.

D.1.6. The Applicant shall ensure (based on Statement being Annex 2 to the Protocol) that all the persons involved in the maturation of the OIS have signed declaration of objectivity and confidentiality in accordance with the template in Annex 3 of the Protocol and submit signed declarations to the Operating Structure. The Applicant shall be responsible for the acts or omissions of the SRER or other employees working for the maturation of the OIS as if those acts or omissions are conducted by the Applicant.

D.1.7. The Applicant shall notify the Operating Structure (OS) any changes to the appointed SRER and/or persons involved in the maturation of the OIS. Any change shall be effective only upon the OS’s receipt of the said notification. All documents to be signed as per Article D.1.6 for newly appointed persons shall be submitted to the OS together with the notification of the change.

The OS may require the Applicant to remove (or cause to be removed) any person involved in the maturation of the OIS, including SRER, based on a reasonable cause. Upon such request, the Applicant shall remove that person and immediately appoint a suitable replacement person and make the replacement person sign the documents as stated in the above paragraph.

D.1.8. The Applicant shall be responsible of the financing of the costs that are not defined as eligible in the IPA Legislation (Article B. Legal Basis), OIS and Guidelines for Call for Proposals including the annexes of these documents.

D.1.9. The Applicant shall ensure that the Project receives no double financing, i.e. no other source of funding (e.g. other EU programme, national or local budget, the World Bank, the UN, etc.) related to the same activities and/or items listed in the Project proposal.

D.1.10. The Applicant commits and accepts to have the sole responsibility to ensure the financial and institutional sustainability of the Project.

D.1.11. The Applicant shall establish and maintain a sound system of filing and archiving in accordance with Annex 4 (Standard Filing Plan) and keep all records, accounting and supporting documents related



to this Protocol for the period of at least 6 years following the end of the eligibility period (31.12.2024) referred to in Article 2(2) of the Special Conditions of the Financing Agreement².

D.1.12. No cost will be covered by the OS during the maturation process. All costs and expenses of the Applicant in complying with the requirements of this Protocol shall be borne by the Applicant.

D.2. Maturation of Project Listed in the Portfolio

The Applicant shall be exclusively responsible for the preparation/revision of the OIS and annexes regarding the Project based on the guidance of the OS and/or EC Services.

The OIS shall at minimum present information laid down in the Annex-VIII of the Financing Agreement and including the following:

- *A sound demand analysis substantiating the Project context,*
- *A reliable cost-benefit analysis shall be included if the Project is revenue-generating,*
- *In case the Project includes supply component please refer to Annex 5.*
- *Foreseen model for institutional and financial sustainability of the Project.*

D.3. Financing Decision of the Project

The OIS would be approved by the Ministry subsequent to an agreement made between the Ministry and the EU Commission Services.

After officially receiving the “non-objection decision” of the OIS by the EC services, the OS will inform the Applicant in 10 (ten) days.

The OS reserves the right to carry out a review of institutional, financial and technical capacities of the Applicant at any time, necessary for the effective and timely implementation of the Project and/or to ensure sustainability of the Project. Such review may also include determination of the required measures that shall be taken by the Applicant for continuity and sustainability of the Project. Negative assessment will be communicated to the Applicant in writing in order to allow Applicant to provide mitigation measures, improvements or turn-around strategy. The Applicant shall respond with required documents and measures to satisfy the findings of the assessment within 5 (five) days.

D.4. Information System & Data and Information Security and Confidentiality

The Applicant shall, upon signature of this Protocol, complete the registration and authentication to the Information System of the OS (Competitive Sectors Information System-CSIS) at <https://rekabetcisektorler.sanayi.gov.tr> and duly utilize the system throughout the execution of the Project, especially for monitoring and reporting purposes. The Applicant shall continuously review its recent tasks, notifications and reminders in the CSIS.

The Applicant shall enter all the required data/documents regarding the OIS and its Annexes within 3 (three) days following the consensus with or request of the OS.

² According to last amendment of the Financial Agreement



The Applicant shall keep all Project reports, corresponding documents, information and any other document in relation with the Project strictly confidential and shall not disclose it to any third party. The confidentiality obligation of Applicant is valid for both electronic and physical version of documents and information. The security of passwords, browsers and other components of the authentication environment used for accessing CSIS is at the Applicant's own responsibility and passwords should be changed periodically in case any web intrusion takes place.

D.5. Publicity and Visibility

The Applicant and its employees, including SRER, shall comply with the Competitive Sectors Programme Communication and Visibility Manual and Communication and Visibility Manual for European Union External Actions³, while producing and using any visibility material regarding the Project. Any publicity and/or visibility activity shall be conducted only upon prior written approval of the OS.

D.6. Other Administrative Provisions

The communications and notifications except those in relation to day-to-day activities between the Parties shall be in writing and sent to the following postal addresses.

<i>Institution</i>	<i>Postal Address</i>
<i>Ministry of Industry and Technology Directorate General for EU and Foreign Affairs Department of EU Financial Programmes</i>	<i>Mustafa Kemal Mahallesi Dumlupınar Bulvarı (Eskişehir Yolu 7. Km) 2151. Cadde No:154/A Kat:7 06530 Çankaya/ANKARA</i>
<i>The Applicant: Name of the Applicant</i>	<i>Address of the Applicant</i>

D.6.1. Any notification, request, demand or other communication relating to this Protocol, unless otherwise notified, must be in writing and should be sent to the above-mentioned addresses of the Parties. All the correspondences related to the implementation of this Protocol shall be in English.

D.6.2. The communications and notifications sent to the above-mentioned postal addresses of the Parties shall be valid so long as the Parties are not informed about the changes of these addresses in writing.

D.6.3. The Parties shall be able to amend the provisions of this Protocol or add new provisions to the Protocol provided that the Parties agree to do so in writing.

³ Please refer to website: <https://rekabetcisektorler.sanayi.gov.tr/tr/>



D.6.4. This Protocol shall be interpreted in accordance with the laws of the Republic of Turkey. Any dispute arising out of or in connection with this Protocol shall be exclusively referred to the Ankara Courts and Enforcement Offices.

D.6.5. The Applicant shall not, directly or indirectly, in whole or in part assign or transfer any of its rights or obligations under this Protocol, without the express prior written consent of the OS. This Protocol shall be binding upon on the Applicant and its respective heirs and successors.

D.6.7. The Applicant shall allow verifications and audits to be carried out by the European Commission, the European Anti-Fraud Office, the European Court of Auditors, staff of the OS, Internal Audit Unit of the Ministry of Industry and Technology, Audit Authority (Board of Treasury Controllers) and National Authoring Officer (NAO) Office, Turkish Court of Accounts or any other external auditor authorized by the Operating Structure. The Applicant shall have to undertake all necessary steps to facilitate their work.

D.6.8. The Applicant and its employees, including SRER, shall comply with all applicable laws and regulations, including without limitation Legal Basis and Reference Framework stated hereunder and the Applicant shall indemnify and hold the OS harmless for any failure to comply with this Protocol.

E. SPECIAL PROVISIONS

The Ministry is fully authorized to draw up special provisions according to the legal status of the Applicant, the project type and the financing plan.

The general and specific commitments of the Applicant will be incorporated into Annex 6 of this Protocol.

F. FINAL PROVISIONS

This Protocol is signed and approved by the authorized representatives of the Parties. This Protocol enters into force on the latest date of the signature by the Parties.

This Agreement is executed in two (2) originals in English and each Party has received one (1) original. All originals shall be equally valid.

On behalf of the Ministry

On behalf of the Applicant

Head of Operating Structure

.....

Date : .././....

**Position
Name**

Date : .././...





ANNEX 1

ROLES AND RESPONSIBILITIES OF SRER

Applicant should assign a Senior Representative, who will be responsible from the overall management of the Project and who is authorized to act on behalf of the Applicant. The main duties and responsibilities of the Senior Representative of End Recipient (SRER) are as follows:

- To assign necessary number of staff (At least 3 staff) with relevant profession and experience so as to establish Operation Coordination Unit within ... months from the signature date of this Protocol initially for the preparation and maturation of the OIS.
- To organize the preparation of OIS and its annexes in accordance with the requirements set forth in Financing Agreement and this Protocol;
- To submit OIS and its annexes to the OS for approval prior to the deadline specified in this Protocol and the official letters sent by the OS;
- To ensure the revisions regarding the OIS and its annexes according to OS's and EC Service's comments conducted in a timely manner;
- To fulfill the obligations mentioned in Part 7 of the OIS titled "Pre-Conditions" in due time;
- To fulfill all the commitments given during OIS maturation on a timely and thoroughly manner;
- To handle and complete all the land expropriation/acquisition issues for the Project site as required and to pay all the related costs;
- To secure the land (Project site) for the Project completely by the initial stage of the Project duration and ensure possessing the land ownership or right of use with due consideration to the sustainability period of the Project;
- To cover any operating/running costs related to the Project;
- To indemnify and hold the OS harmless of any liability associated with claims or actions brought as a result of an infringement or non-observance of any rules or regulations or provisions of this Protocol by the Applicant, its employees, or individuals for whom these employees are responsible, or as a result of violation of any third party's rights;
- To ensure that duplication in supports of funding for the same project activities (EU, national state or local budgets, other international donors etc.) is prevented;



ANNEX 2

ERA's (SRER's) STATEMENT

I, [name of the SRER], designated SRER for the "Name of the Project.....", hereby declare that all persons involved in the preparation of the OIS and any tender dossier document, listed below have signed the Declaration of Objectivity and Confidentiality: Herewith, I also confirm that the names of these persons have been validated by me. If any other new person is involved in such activity, I also undertake to ensure the signature of the declaration in due course and inform the OS about it.

1. Name of person A involved in the preparation of the OIS and any tender dossier document
2. Name of person B involved in the preparation of the OIS and any tender dossier document
3. ...

Senior Representative of End Recipient of the Assistance

Name:

Position:

Date: .././

Signature:



ANNEX 3

DECLARATION OF OBJECTIVITY AND CONFIDENTIALITY ⁴

NAME OF THE PROJECT

I, the undersigned, hereby declare that I agree to participate in the preparation of the above-mentioned [tender/call for proposals]*. By making this declaration, I confirm that I have familiarized myself with the information available to date concerning this [tender/call for proposals]*.

I undertake to perform my duties honestly and fairly. My contribution to the documents in whose preparation I will be involved in will be objective and will fully respect the principles of fair competition and impartiality, in particular by avoiding terms or conditions favouring any one product, manufacturer or service provider.

I undertake to hold in trust and confidence any information or documents ("confidential information") disclosed to me or discovered by me or drafted by me in the course of or as a result of preparing the [tender/call for proposals]* and undertake to use them only for the purposes of preparing this [tender/call for proposals]* and not to disclose them to any third party. I also undertake not to retain copies of any written information or prototypes supplied and undertake neither to assist nor be associated with any [prospective tenderer/applicant]* in the above-mentioned [tender/call for proposals]*. I am fully aware that any failure to comply would lead to my exclusion from the [tender/call for proposals]* and to the rejection of my [candidature/tender/application]*.

Lastly, I undertake not to divulge confidential information to any employee or expert unless that person has signed this declaration and agreed to abide by its provisions.

Name:

.....

Signature:

Date:

.././...

* Delete as applicable.

⁴ For completion by all persons involved in preparing terms of reference, technical specifications or other documents relating to the [tender/call for proposals]*



ANNEX 4

STANDARD FILING PLAN

Filing Code : A

Filing Title : Project Documents

- A.1. Operation Identification Sheet (OIS) and its revisions (signed and initialised official versions)
- A.2. Operational Agreement and its revisions (signed and initialised official versions)
- A.3. Project Monitoring Reports (signed and initialised official versions)
- A.4. Operation Final Report (if any)
- A.5. Nil Irregularity Reports
- A.6. Irregularity Reports (if any)
- A.7. Steering Committee Minutes

Filing Code : B

Filing Title : Contract Documents

Sub-Filing Code : B-1

Sub-Filing Title : Technical Assistance Contract Documents

- B.1.1. Job Description / Terms of Reference
- B.1.2. Technical Assistance Contract (its copy)
- B.1.3. Addendums and Admin Orders (if any)
- B.1.4. Inception Report (final version)
- B.1.5. Interim Reports
- B.1.6. Final Report (if any)
- B.1.7. All Documents produced by Technical Assistance (Manuals – Business Plan- Training materials, surveys etc.)

Sub-Filing Code : B-2

Sub-Filing Title : Supply Contract Documents

- B.2.1. Technical Specification
- B.2.2. Supply Contract (its copy)
- B.2.3. Addendums and Admin Orders (if any)
- B.2.4. Provisional Acceptance Certificate (if any)
- B.2.5. Final Acceptance Certificate (if any)
- B.2.6. Training Documents and/or their record, Training Certificate/Document
- B.2.7. Guarantee Documents
- B.2.8. Project Handbooks
- B.2.9. Delivery Receipt Reports
- B.2.10. Inspection Acceptance Document
- B.2.11. Test Reports



Filing Code : C

Filing Title : Hand-Over and Establishment Transactions

- C.1. Hand-Over Protocol between the Ministry and ERA
- C.2. Hand-Over Protocol between ERA and Legal Entity (if any)
- C.3. Deed, Allocation Decision (if any) and Occupancy Permit
- C.4. Articles of Association of Legal Entity (if any)
- C.5. Chamber of Commerce and Industry Registry Certificate and Trade Registry Gazette related to the establishment of Legal Entity
- C.6. Inventory List
- C.7. Rental Contract (if any)
- C.8. Subscription Contracts (electricity, gas, phone etc.)

Filing Code : D

Filing Title : Invoices

- D.1. Copy of all invoices incurred within the scope of the Project and paid by the Ministry



ANNEX 5

REQUIRED STEPS AND DOCUMENTS FOR THE SUPPLY COMPONENT OF THE OPERATION

The Applicant shall submit:

- A 1/10.000-scaled map (a large scale base map with the project site marked on it for the evaluation of the infrastructural facilities' proximity as well as the spatial feasibility of the Project) shall be included showing details on the Project site and its connections with the immediate vicinity,
- A timeline for the preparation process for the project site taking the approval processes into account.
- All the equipment should serve to the achievement of the project objectives and directly related to the intervention logic.
- The documents listed below:
 - Reliable market research, which includes at least three products with eligible origins for each item, in line with the technical and environmental conditions of the Project site, including the legislations on environment for the goods, machinery and equipment to be supplied

The lay-out of the goods, machinery and equipment to be supplied.



ANNEX 6

SPECIAL PROVISIONS