

Klasa: 441-03/10-01/02
Urbroj: 5030109-10-6

Zagreb, 4. lipnja 2010.

PREDSJEDNIKU HRVATSKOGA SABORA

Predmet: Prijedlog zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt potpore pravosudnom sektoru, s Konačnim prijedlogom zakona

Na temelju članka 84. Ustava Republike Hrvatske i članaka 129. i 159. Poslovnika Hrvatskoga sabora, Vlada Republike Hrvatske podnosi Prijedlog zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt potpore pravosudnom sektoru, s Konačnim prijedlogom zakona za hitni postupak.

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila prof. dr. sc. Ivana Šimonovića, ministra pravosuđa, te Dražena Bošnjakovića, Tatijanu Vučetić i mr. sc. Zorana Pičuljana, državne tajnike u Ministarstvu pravosuđa.

PREDSJEDNICA

Jadranka Kosor, dipl. iur.

VLADA REPUBLIKE HRVATSKE

**PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU IZMEĐU
REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU
I RAZVOJ ZA PROJEKT POTPORE PRAVOSUDNOM SEKTORU,
S KONAČNIM PRIJEDLOGOM ZAKONA**

Zagreb, lipanj 2010.

**PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU IZMEĐU
REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU
I RAZVOJ ZA PROJEKT POTPORE PRAVOSUDNOM SEKTORU**

I. USTAVNA OSNOVA ZA DONOŠENJE ZAKONA

Ustavna osnova za donošenje Zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt potpore pravosudnom sektoru sadržana je u odredbi članka 139. stavak 1. Ustava Republike Hrvatske (Narodne novine, br. 41/2001. – pročišćeni tekst i 55/2001. - ispravak).

II. OCJENA STANJA I CILJ KOJI SE ZAKONOM ŽELI POSTIĆI

1. Ocjena stanja

Međunarodna banka za obnovu i razvoj (International Bank for Reconstruction and Development, dalje u tekstu: IBRD) jedna je od međunarodnih financijskih institucija u okviru Grupacije Svjetske banke utemeljena u srpnju 1945. godine u Bretton Woodsu, SAD. Cilj IBRD-a je smanjivanje siromaštva u nedovoljno razvijenim zemljama i poticanje održivog gospodarskog razvoja.

Republika Hrvatska punopravna je članica IBRD-a, od 25. veljače 1993. godine. IBRD je emitirala sveukupno 1.571.412 dionica, od čega Republika Hrvatska ima u njenom ukupnom kapitalu 2.293 dionice. Upisani kapital Republike Hrvatske iznosi 276,64 milijuna USD, od čega je uplaćeni kapital 17,3 milijuna USD, a kapital na poziv 259,3 milijuna USD. Temeljem broja dionica i uplaćenog udjela u kapitalu Republika Hrvatska ima pravo na 2.543 glasa što čini 0,16% glasačke snage. Temeljem Zakona o prihvaćanju članstva Republike Hrvatske u Međunarodnom monetarnom fondu (dalje u tekstu: MMF) i drugim međunarodnim financijskim organizacijama na temelju sukcesije (Narodne novine br. 89/92), Ministarstvo financija Republike Hrvatske određeno je kao nadležno tijelo za suradnju s Grupacijom Svjetske banke, te je ovlašteno u ime Republike Hrvatske obavljati sve poslove i transakcije koje su dopuštene prema Statutu Svjetske banke. Guverner za Republiku Hrvatsku u Svjetskoj banci po funkciji je ministar financija, a zamjenik guvernera je državni tajnik nadležan za međunarodne financijske institucije.

Republika Hrvatska nalazi se u Konstituciji IBRD-a kojoj je na čelu Nizozemska. Konstituenca koju zastupa Nizozemska uključuje 13 zemalja: Armenija, Bosna i Hercegovina, Bugarska, Cipar, Gruzija, Izrael, Hrvatska, Makedonija, Moldova, Nizozemska, Rumunjska, Ukrajina, Crna Gora. Izvršni direktor nizozemske Konstitucije u Svjetskoj banci je Rudolf Jan Treffers (od 1. studenoga 2008. godine). Redoviti sastanci Konstitucije održavaju se dan prije godišnjeg i proljetnog zasjedanja Svjetske banke i MMF-a.

Predsjednik Svjetske banke Robert Zoellick (Sjedinjene Američke Države) stupio je na dužnost 1. srpnja 2007. godine. Potpredsjednik Svjetske banke za regiju Europe i Srednje Azije je Phillipe Le Houerou.

Od 1. siječnja 1998. godine u Zagrebu djeluje i stalni Ured Svjetske banke, koji je 1. listopada 2001. godine prerastao u Regionalni ured Svjetske banke za Republiku Hrvatsku, Bugarsku i Rumunjsku. Voditelj Regionalnog ureda bio je direktor Anand K. Seth. Krajem studenog 2006. godine, u sklopu svoje reorganizacije, Svjetska banka je preselila Regionalni ured u Washington, a u Zagrebu je ostao Ured za Republiku Hrvatsku na čelu kojeg je izabran voditelj Ureda g. Andras Horvai (od 1. srpnja 2007. godine). Od rujna 2007. godine Banka je reorganizirala svoje odjele kako bi povećala svoju efikasnost u radu sa zemljama članicama. Republika Hrvatska je svrstana u Odjel za Srednju Europu i baltičke zemlje. Novi Odjel obuhvaća 10 zemalja članica EU iz zadnja dva kruga proširenja te Republiku Hrvatsku. Od 18. svibnja 2009. godine direktor za Odjel za Srednju Europu i Baltičke zemlje bio je Theodore Ahlers, a od 25. siječnja 2010. godine tu funkciju preuzeo je Peter C. Harrold.

IBRD je za Republiku Hrvatsku najvažnija međunarodna financijska institucija koja kontinuirano i svestrano podupire ekonomsko-socijalni razvitak i reforme na putu prema tržišnoj ekonomiji. Od ratnih vremena, kada su Republici Hrvatskoj drugi izvori financiranja bili zatvoreni, pa do danas ona je značajan izvor financiranja i katalizator reformskih prilagodbi. Financijska potpora i ukupna uloga IBRD-a prilagođava se potrebama obnove, izgradnje infrastrukture, strukturnih prilagodbi i razvitka Republike Hrvatske. Značajna financijska sredstva IBRD-a Republika Hrvatska koristi u vidu investicijskih i strukturnih zajmova pod najpovoljnijim financijskim uvjetima koje IBRD postiže na međunarodnom financijskom tržištu. Također, Republika Hrvatska koristi brojne darovnice, tehničku pomoć i savjetodavne usluge IBRD-a putem kojih se podupire ekonomski napredak i provedba strukturnih reformi na raznim područjima, od infrastrukture, poljoprivrede, zdravstva do bankarskog, mirovinskog i pravosudnog sustava. Suradnja Republike Hrvatske s IBRD-om ima veliko, ne samo financijsko, nego i šire značenje za održavanje makroekonomske stabilnosti, postizanje održivog i ubrzanog gospodarskog rasta i ostvarivanja uvjeta za približavanje Europskoj uniji (dalje u tekstu: EU). U Republici Hrvatskoj također postoji suradnja između IBRD-a i MMF-a u nekoliko područja kao što su: upravljanje javnim rashodima, reforma mirovina, sektor zdravstva i socijalne skrbi, te tržište rada. Navedene aktivnosti, koje se uzajamno nadopunjuju, usko se koordiniraju s Europskom komisijom, koja uvažava sposobnost IBRD-a da Republici Hrvatskoj ponudi savjete o politici, strukturnim i institucionalnim reformama.

Otkako je Republika Hrvatska postala članicom Svjetske banke 25. veljače 1993. godine, Banka je Republici Hrvatskoj aktivno pruža financijsku i tehničku pomoć, savjete i analitičke usluge. IBRD je Republici Hrvatskoj odobrio 46 zajmova vrijednosti 2,1 milijardi EUR-a i 51 darovnicu u vrijednosti od 72 milijuna USD. Prema iznosu odobrenih zajmova i pruženoj tehničkoj pomoći IBRD predstavlja najznačajniji izvor strane financijske potpore koja pridonosi ukupnom razvoju Republike Hrvatske.

STRATEGIJA PARTNERSTVA SVJETSKJE BANKE I REPUBLIKE HRVATSKE (COUNTRY PARTNERSHIP STRATEGY-CPS) 2009-2012. GODINE

Vlada Republike Hrvatske odobrila je Strategiju na sjednici 31. srpnja 2008. godine, a potom ju je prihvatio i Odbor izvršnih direktora Svjetske banke u Washingtonu na sjednici održanoj 30. rujna 2008. godine. Ova Strategija predviđa četverogodišnji program zajmova Republici Hrvatskoj u iznosu od 1 do 1,4 milijardi USD kao osnovni scenarij. Visina ukupnog kreditiranja Banke ovisit će prvenstveno o potrebama i interesima Vlade RH, te sposobnosti apsorpcije sredstava. Ovaj scenarij obuhvaća zajmove za financiranje projekata za provedbu projekata iz sektora prometa, energetike, obrazovanja, zaštite okoliša, prilagodbe klimatskim promjenama, te projekata iz zdravstva, pravosuđa, te analitičku potporu (specijalizirana izvješća i analitičke studije koje će prethoditi projektima i definirati prioritete i potrebne reforme, posebice na području javnih rashoda, upravljanja, ulagačkog okruženja i klimatskih promjena). Navedeni program osnovnog scenarija mogao bi biti nadopunjen nizom zajmova za razvojnu politiku (Development Policy Loan – DPL) u jednoj tranši, posebno kao potpora reformama u javnom sektoru i za poboljšanje konkurentnosti gospodarstva.“

U skladu s Odlukom Vlade Republike Hrvatske o pokretanju postupka za sklapanje Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt potpore pravosudnom sektoru od 11. veljače 2010. godine (klasa: 441-03/10-01/02, urbroj: 5030109-10-1) ovlašteno hrvatsko izaslanstvo obavilo je 17. veljače 2010. godine završne pregovore s IBRD-om o Ugovoru o zajmu.

Vlada Republike Hrvatske je Zaključkom od 25. veljače 2010. godine (klasa: 441-03/10-01/02, urbroj: 5030109-10-4) prihvatila Izvješće s pregovora te ovlastila potpredsjednika Vlade Republike Hrvatske i ministra financija da potpiše Ugovor o zajmu. Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt potpore pravosudnom sektoru potpisan je 13. travnja 2010. godine. Ugovor o zajmu je za Republiku Hrvatsku potpisao potpredsjednik Vlade Republike Hrvatske i ministar financija g. Ivan Šuker, a za IBRD g. Andras Horvai, voditelj Ureda Svjetske banke za Republiku Hrvatsku.

2. Cilj koji se Zakonom želi postići

Ovim Zakonom potvrđuje se Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt potpore pravosudnom sektoru, kako bi njegove odredbe u skladu s člankom 140. Ustava Republike Hrvatske postale dio unutarnjeg pravnog poretka Republike Hrvatske.

Cilj Projekta je dati potporu jačanju učinkovitosti pravosudnog sustava te podredno, bržoj provedbi reformskih mjera usmjerenih na prilagodbu pravosudnog sustava EU standardima.

Projekt se sastoji od sljedećih dijelova: jačanje učinkovitosti sudbenog sustava; jačanje učinkovitosti Državnog odvjetništva Republike Hrvatske; jačanje upravljačkih sposobnosti Ministarstva pravosuđa; te provedbe Projekta i praćenje ostvarenih rezultata.

Ukupan iznos zajma za realizaciju Projekta je 26 milijuna EUR.

Prema uvjetima dogovorenima tijekom pregovora glavnica zajma isplatit će se jednokratno na dan 15. listopada 2027. godine.

Posljednji datum raspoloživosti zajma je 30. lipnja 2015. godine.

Sredstva iz zajma moći će se povlačiti isključivo prema odredbama članka II. Općih uvjeta za zajmove Svjetske banke od 1. srpnja 2005. godine (izmijenjeni i dopunjeni 12. veljače 2008. godine) i Odjeljka IV. Priloga 2 Ugovora o zajmu, te dodatnih uputa koje IBRD utvrdi u obavijesti Zajmoprimcu (uključujući i „Smjernice Svjetske banke za isplatu zajmova za projekte“, od svibnja 2006. godine, izmijenjene s vremena na vrijeme od strane Banke te primjenjive na ovaj Ugovor sukladno spomenutim uputama). Kategorije prihvatljivih izdataka koje se mogu financirati iz zajma su nabava robe, radova i usluga.

OPIS ZAJMA

zajmoprimac:	Republika Hrvatska
zajmodavac:	Međunarodna banka za obnovu i razvoj
iznos zajma:	26.000.000,00 EUR
namjena:	jačanje učinkovitosti pravosudnog sustava
rok otplate:	jednokratno, 15. listopada 2027. godine
kamata:	šestomjesečni LIBOR za euro, uvećan za fiksnu kamatnu maržu
dospijeća:	polugodišnja (15. travnja i 15. listopada svake godine)
naknade:	početna naknada iznosi 0.25% iznosa glavnice zajma
rok korištenja:	posljednji datum raspoloživosti zajma/povlačenja je 30. lipnja 2015. godine

III. OCJENA POTREBNIH SREDSTAVA ZA PROVEDBU ZAKONA

Republika Hrvatska, temeljem Ugovora o zajmu za Projekt potpore pravosudnom sektoru, obvezala se kao zajmoprimac redovito i u potpunosti izvršavati sve financijske obveze prema Međunarodnoj banci za obnovu i razvoj.

Izvršavanje Ugovora o zajmu podrazumijeva financijske obveze otplate zajma za Republiku Hrvatsku u svojstvu zajmoprimca, u iznosu cjelokupnog zajma, kamata i drugih troškova koji nastaju na temelju Ugovora o zajmu, u razdoblju od 2010. do 2027. godine.

Ukupna vrijednost Projekta je 27,9 milijuna EUR, od čega su 26 milijuna EUR sredstva zajma Svjetske banke, a 1,9 milijuna EUR su sredstva koja će se osigurati tijekom provedbe projekta na stavci državnog proračuna, tijela nadležnog za za sektor pravosuđa.

IV. RAZLOZI ZA DONOŠENJE ZAKONA PO HITNOM POSTUPKU

Temelj za donošenje Zakona po hitnom postupku nalazi se u članku 159. stavku 1. Poslovnika Hrvatskoga sabora (Narodne novine, br. 6/2002 – pročišćeni tekst, 41/2002, 91/2003, 58/2004, 39/2008 i 86/2008) i to u drugim osobito opravdanim razlozima, budući da je njegovo stupanje na snagu pretpostavka za povlačenje zajma.

S obzirom na prirodu postupka potvrđivanja međunarodnih ugovora, kojim država i formalno izražava spremnost da bude vezana već potpisanim međunarodnim ugovorom, kao i na činjenicu da se u ovoj fazi postupka u pravilu ne mogu vršiti izmjene ili dopune teksta međunarodnog ugovora, predlaže se da se ovaj Prijedlog zakona raspravi i prihvati po hitnom postupku, objedinjavajući prvo i drugo čitanje.

V. KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU IZMEĐU REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ ZA PROJEKT POTPORE PRAVOSUDNOM SEKTORU

Na temelju članka 16. Zakona o sklapanju i izvršavanju međunarodnih ugovora (Narodne novine 28/96), polazeći od članka 139. stavak 1. Ustava Republike Hrvatske, predlaže se pokretanje postupka za donošenje, po hitnom postupku, Zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt potpore pravosudnom sektoru.

Konačni prijedlog zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt potpore pravosudnom sektoru glasi:

**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU
IZMEĐU REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU
I RAZVOJ ZA PROJEKT POTPORE PRAVOSUDNOM SEKTORU**

Članak 1.

Potvrđuje se Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt potpore pravosudnom sektoru, potpisan u Zagrebu 13. travnja 2010. godine u izvorniku na engleskom jeziku.

Članak 2.

Tekst Ugovora iz članka 1. ovoga Zakona, u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik, glasi:

Ugovor o zajmu

(Projekt potpore pravosudnom sektoru)

između

REPUBLIKE HRVATSKE

i

MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ

Sklopljen 13. travnja 2010.

ZAJAM BROJ 7888-HR**UGOVOR O ZAJMU**

Ugovor sklopljen 13. travnja 2010. godine, između REPUBLIKE HRVATSKE (“Zajmoprimac”) i MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ (“Banka”). Zajmoprimac i Banka su se ovim Ugovorom sporazumjeli kako slijedi:

ČLANAK I. — OPĆI UVJETI; DEFINICIJE

- 1.01. Opći uvjeti (kako su određeni u Dodatku ovome Ugovoru) sastavni su dio ovoga Ugovora.
- 1.02. Ako kontekst ne nalaže drukčije, izrazi napisani velikim početnim slovima koji se koriste u ovom Ugovoru imaju značenja koja su im pripisana u Općim uvjetima ili u Dodatku ovom Ugovoru.

ČLANAK II. — ZAJAM

- 2.01. Banka je suglasna Zajmoprimcu pozajmiti, pod odredbama i uvjetima koji su utvrđeni u ovom Ugovoru ili na koje se ovaj Ugovor poziva, iznos od dvadesetšest milijuna eura (26.000.000 EUR) koji se može s vremena na vrijeme pretvoriti konverzijom valute u skladu s odredbama Odjeljka 2.07 ovog Ugovora (“Zajam”), kao pomoć u financiranju projekta opisanog u Prilogu 1 ovome Ugovoru („Projekt“).
- 2.02. Zajmoprimac može povlačiti sredstva Zajma u skladu s Odjeljkom IV. Priloga 2 ovome Ugovoru.
- 2.03. Početna naknada koju plaća Zajmoprimac iznosi jednu četvrtinu od jedan posto (0,25%) iznosa Zajma. Zajmoprimac će platiti početnu naknadu najkasnije šesdeset (60) dana nakon datuma stupanja na snagu.
- 2.04. Za svako kamatno razdoblje Zajmoprimac plaća kamatu po stopi jednakoj LIBOR-u za valutu Zajma uvećanu za fiksnu kamatnu maržu; pod uvjetom da, nakon konverzije cijelog iznosa ili bilo kojeg dijela iznosa glavnice Zajma, Zajmoprimac plaća kamatu tijekom razdoblja konverzije na takav iznos koji će se odrediti sukladno relevantnim odredbama iz članka IV. Općih uvjeta. Ne dovodeći u pitanje naprijed navedeno, ako bilo koji povučeni iznos Zajma ostane neotplaćen pri dospijeću i takvo neplaćanje se nastavi kroz razdoblje od trideset (30) dana, kamata koju plaća Zajmoprimac umjesto toga će biti izračunata kako je utvrđeno u Odjeljku 3.02 (d) Općih uvjeta.
- 2.05. Datumi plaćanja su 15. travnja i 15. listopada svake godine.
- 2.06. Glavnica Zajma otplaćuje se u skladu s odredbama iz Priloga 3 ovome Ugovoru.
- 2.07. (a) Zajmoprimac može u svako doba zatražiti bilo koju od sljedećih promjena uvjeta Zajma kako bi olakšao razborito upravljanje dugom: (i) promjenu valute Zajma cijelog iznosa ili bilo kojeg dijela iznosa glavnice Zajma, povučenog ili nepovučenog, u odobrenu valutu; i (ii) promjenu osnove za kamatnu stopu koja se primjenjuje na cijeli iznos ili bilo koji dio iznosa glavnice Zajma, povučenog i neotplaćenog, od promjenjive kamatne stope na nepromjenjivu kamatnu stopu, i obrnuto.

- (b) Bilo koja promjena koja je zatražena sukladno stavku (a) ovog Odjeljka, a koju je Banka prihvatila smatrat će se “konverzijom”, kako je određena u Općim uvjetima, i stupa na snagu sukladno odredbama članka IV. Općih uvjeta i Smjernica o konverzijama.

ČLANAK III. — PROJEKT

- 3.01. Zajmoprimac izražava svoju opredijeljenost ciljevima Projekta. U tu će svrhu Zajmoprimac provesti Projekt u skladu s odredbama članka V. Općih uvjeta.
- 3.02. Ne ograničavajući odredbe Odjeljka 3.01 ovoga Ugovora, i osim ako se Zajmoprimac i Banka dogovore drukčije, Zajmoprimac će osigurati da se Projekt provodi u skladu s odredbama Priloga 2 ovom Ugovoru.

ČLANAK IV.— STUPANJE NA SNAGU; PRESTANAK

- 4.01. Dodatni uvjet za stupanje na snagu sastoji se od slijedećega, konkretno da Zajmoprimac donese Operativni priručnik Projekta u obliku i sadržaju prihvatljivom Banci.
- 4.02. Rok stupanja Zajma na snagu je devedeset (90) dana nakon datuma ovog Ugovora.

ČLANAK V. — PREDSTAVNIK; ADRESE

- 5.01. Predstavnik Zajmoprimca je ministar financija.
- 5.02. Adresa Zajmoprimca je:

Ministarstvo financija
Katančičeva 5
10000 Zagreb
Republika Hrvatska

Telefaks:

(385-1) 4922-598

- 6.03. Adresa Banke je:

Međunarodna banka za obnovu i razvoj
1818 H Street, N.W.
Washington, D.C. 20433

Sjedinjene Američke Države

Kabelogramska adresa: Teleks:

Telefaks:

INTBAFRAD 248423(MCI) ili 1-202-477-6391
Washington, D.C. 64145(MCI)

DOGOVORENO u Zagrebu, Republika Hrvatska, na prvi naprijed navedeni datum.

REPUBLIKA HRVATSKA

g. Ivan Šuker, v.r.,
ministar financija

Ovlašteni predstavnik

**MEĐUNARODNA BANKA ZA
OBNOVU I RAZVOJ**

g. Andras Horvai, v.r.,
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Ovlašteni predstavnik

PRILOG 1

Opis Projekta

Cilj Projekta je poboljšati učinkovitost pravosudnog sustava Zajmoprimca.

Projekt se sastoji od sljedećih dijelova:

Dio A. Poboljšanje učinkovitosti sudbenog sustava

Provedba programa radova i osiguranje roba, usluga i izobrazbe za:

1. Potporu konsolidaciji mreže sudova, uključujući: (a) adaptaciju prazne komercijalne maloprodajne zgrade za potrebe Općinskog suda u Splitu; (b) sanaciju i ograničeno proširenje Općinskog suda u Karlovcu; (c) ograničenu rekonfiguraciju prostora i obnovu dijelova zgrade Općinskog suda u Puli i Županijskog suda u Puli; (d) osiguravanje pristupa osobama s invaliditetom sudovima financiranim iz Projekta; i (e) tehničku pomoć u nadzoru aktivnosti iz Dijela A.1 Projekta.
2. Poboljšanje kapaciteta sudova za upravljanje resursima, uključujući organizaciju studijskih putovanja, radionica i konferencija kako bi se: (a) osmislile i razvile metode i postupci za poboljšanje učinkovitosti upravljanja sudskim resursima; i (b) jačali kapaciteti predsjednika sudova, tajnika sudova i djelatnika u korištenju tehnika upravljanja sudskim resursima.
3. Unapređenje i ažuriranje operativnih informacijskih sustava, uključujući: (a) integrirani sustav upravljanja sudskim predmetima (ICMS), uključivo s automatizacijom postupaka unutar ICMS-a, ažuriranje ICMS-a u skladu s reformiranim istražnim funkcijama sudova prema Zakonu o kaznenom postupku; i (b) unapređenje informacijsko tehnološkijske infrastrukture na županijskim, općinskim, prekršajnim i trgovačkim sudovima te na Vrhovnom sudu.
4. Jačanje upravljanja sudskim postupcima, uključujući organizaciju studijskih putovanja, radionica i konferencija kako bi se: (a) osmislile i razvile poboljšane metode i postupci upravljanja postupcima; i (b) obavila izobrazba sudskog osoblja novim tehnikama upravljanja postupcima.
5. Povećanje učinkovitosti ovršnih postupaka, uključujući organizaciju studijskih putovanja, radionica i konferencija kako bi se: (a) osmislio i razvio poboljšani ovršni postupak; i (b) educiralo sudsko osoblje o novim tehnikama ovrhe.

Dio B. Poboljšanje učinkovitosti Državnog odvjetništva (DO)

Provedba programa građevinskih radova i osiguranje roba, usluga i izobrazbe za:

1. Konsolidaciju mreže DO-a, uključujući aktivnosti obnove, sanacije i nove izgradnje, te olakšavanje pristupa osobama s invaliditetom kako bi se osigurali: (a) prostorni uvjeti za rad USKOK-a u obliku interpolacije u sjedištu DORH-a u Zagrebu te unaprijedenu tehničku infrastrukturu; i (b) novi prostor za DO u Puli u obliku preoblikovanja prostora i sanacije postojeće prazne građevine.

2. Jačanje institucionalnog kapaciteta DO-a, uključujući organizaciju studijskih putovanja, radionica i konferencija kako bi se: (a) osuvremenila organizacijska struktura, rukovodeće uloge i nadležnosti DORH-a, u skladu sa Zakonom o kaznenom postupku; i (b) razvili standardizirani istražni postupci u skladu s navedenim Zakonom.
3. Unapređenje i ažuriranje operativnih informacijskih sustava DO-a, uključujući: (a) ažuriranje i unapređenje Sustava praćenja predmeta (CTS) DO-a kako bi se obuhvatile nove istražne funkcije dodijeljene DO-u na temelju Zakona o kaznenom postupku te obuhvatile nove tehnike upravljanja postupcima; (b) podršku za nacionalno uvođenje CTS-a; i (c) unaprjeđenje i proširenje infrastrukture informacijsko komunikacijske tehnologije DO-a radi podrške međusobnom povezivanju CTS-a s drugim subjektima u pravosudnom sektoru.

Dio C. Jačanje funkcija rukovođenja Ministarstva pravosuđa

Osiguranje roba, usluga, izobrazbe te organizaciju studijskih putovanja, konferencija i radionica za:

1. Jačanje kapaciteta MP za upravljanje resursima i praćenje rezultata rada, uključujući osmišljavanje i razvoj srednjoročnog proračunskog okvira i pokazatelja uspješnosti s ciljem postupnog povezivanja proračuna s: rezultatima kroz djelotvornije planiranje, upravljanje i izvršavanje proračuna; b) programiranjem kapitalnih ulaganja; i c) praćenjem pokazatelja o djelovanju pravosudnog sektora.
2. Jačanje informacijskih sustava i kapaciteta za upravljanje informacijskim sustavima MP, uključujući: (a) unapređenje informacijskog sustava MP za praćenje podataka iz zatvorskog sustava s poveznica prema sudovima radi dostave pismena; (b) uvođenje sustava za upravljanje informacijsko komunikacijskom imovinom; (c) međusobno povezivanje informacijskih sustava ključnih tijela u pravosudnom sustavu; (d) uvođenje integriranog sustava upravljanja dokumentima; (e) osnaživanje tehničkih informacijsko komunikacijskih vještina, te vještina upravljanja informacijsko komunikacijskom tehnologijom za odabrane djelatnike Ministarstva pravosuđa.

Dio D. Potpora vođenju i provedbi Projekta

Osiguranje roba, usluga i izobrazbe te organizacija studijskih putovanja, konferencija i radionica za:

1. Praćenje, ocjenjivanje i upravljanje promjenama, uključujući provođenje istraživanja te financiranje operativnih troškova za: (a) praćenje, ocjenjivanje i obznanjivanje rezultata Projekta; i (b) pokretanje i održavanje aktivnosti upravljanja promjenama i aktivnosti iskoraka prema ciljanim korisnicima i dionicima Projekta.
2. Potporu upravljanju Projektom i provedbi Projekta, uključujući financiranje operativnih troškova za: (a) pravilno popunjavanje osnovnog projektnog tima osobljem; (b) upravljanje projektnim aktivnostima, uključujući angažiranje tehničkih stručnjaka i vođenje nabave, financijsko upravljanje, praćenje i ocjenjivanje, izvješćivanje te rješenja za iskorak i komunikaciju; i (c) podršku okviru vođenja Projekta, uključujući pružanje tajničkih usluga Savjetodavnom vijeću i tehničkim radnim skupinama.
3. Provođenje istraživanja među korisnicima pravosudnog sustava i aktivnosti na objavljivanju rezultata istraživanja, uključujući publikacije.

PRILOG 2**Izvršenje Projekta****Odjeljak I. Aranžmani za provedbu****A. Institucionalni aranžmani**

Zajmoprimac će, putem Ministarstva pravosuđa, provoditi Projekt u skladu sa sljedećim institucionalnim i drugim aranžmanima:

1. Za provedbu Projekta u cijelosti će biti nadležno Ministarstvo pravosuđa, s ministrom pravosuđa kao koordinatorom Projekta. U tu će svrhu projektni tim u MP-u na čelu kojeg će biti voditelj projekta, biti nadležan za vođenje i provedbu Projekta, uključujući praćenje i ocjenjivanje Projekta, izvješćivanje, isplatu sredstava, nabavu, računovodstvo i aranžmane financijskog upravljanja.
2. Zajmoprimac će održavati Projektni tim MP-a kroz cijelo vrijeme provedbe Projekta, s projektним zadacima, resursima te odgovarajućim brojem stručnog osoblja i stručnjaka, zadovoljavajućim za Banku.
3. Zajmoprimac će u svako doba tijekom provedbe Projekta održavati Savjetodavno vijeće u sastavu, s resursima i projektним zadatkom zadovoljavajućim za Banku. Savjetodavno vijeće, kojemu će predsjedati ministar pravosuđa, bit će nadležno za strateški nadzor i koordinaciju aktivnosti Projekta, a potporu će mu pružati radne skupine za informacijsko komunikacijsku tehnologiju, građevinske radove, upravljanje sudskim postupcima i ovrhu. Projektni tim MP-a obavljat će funkcije tajništva za Savjetodavno vijeće i navedene tehničke radne skupine.

B. Provedbene ugovorne odredbe

1. Zajmoprimac, putem Ministarstva pravosuđa:
 - (a) će propisno ispunjavati sve svoje obveze iz Operativnog priručnika Projekta, uključujući Plan provedbe Projekta, pravovremeno i u skladu s relevantnim uvjetima te će primjenjivati i provoditi, ovisno o slučaju, aktivnosti, mjerila, politike, postupke i aranžmane utvrđene Operativnim priručnikom; i
 - (b) neće unositi izmjene i dopune ili se odreći Operativnog priručnika ili dopustiti izmjene i dopune Operativnog priručnika Projekta, ili odricanje od ijedne njegove odredbe, osim uz prethodno pisano odobrenje Banke.
2. Zajmoprimac će se pobrinuti da MP, DORH, sudovi i državna odvjetništva koji sudjeluju u provedbi Projekta u svako doba tijekom provedbe Projekta vrše odgovarajuće alokacije u svojim proračunima kako bi se: (a) osiguralo ispravno funkcioniranje i održavanje sustava informacijske i komunikacijske tehnologije razvijenih u okviru Projekta; i (b) osigurala izobrazba u odnosu na sustave informacijsko komunikacijske tehnologije relevantnih djelatnika MP-a, sudova i državnih odvjetništava.
3. U svrhu Dijelova A.1 i B.1 Projekta, Zajmoprimac će putem Ministarstva pravosuđa osigurati da se zgrade, prostori i strukture u kojima se provode aktivnosti izgradnje, sanacije, obnove ili izgradnje dodataka u okviru Projekta odgovarajuće održavaju i osiguravaju odgovarajući pristup za osobe s invaliditetom.
4. Zajmoprimac će:
 - (a) putem MP-a i Savjetodavnog vijeća održavati polugodišnje konzultacije sa širokim krugom dionika, uključujući, ali ne ograničeno na Odvjetničku komoru, Udrugu hrvatskih javnih bilježnika, civilno društvo, gospodarsku komoru, akademske institucije, medije i razvojne

partnere Zajmoprimca u svrhu: (i) razmjene informacija o napretku Projekta i rezultatima izmjerenim u odnosu na ciljeve i očekivane ishode Projekta; i (ii) promicanja konsenzusa o izradi i donošenju pokazatelja učinka za pravosudni sustav Zajmoprimca;

(b) putem MP-a, Vrhovnog suda, DORH-a, državnih odvjetništava i sudova koji sudjeluju u provedbi Projekta osigurati objavu na njihovim Internet stranicama, barem na tromjesečnoj osnovi, informacija koje se odnose na: (i) napredak u provedbi Projekta; (ii) povezane podatke o rezultatima rada dobijene iz ICMS-a i CTS-a, ovisno o slučaju; i (iii) relevantne pokazatelje rezultata Projekta; i

(c) putem MP-a osmisliti i razviti, u roku od 24 (dvadesetčetiri) mjeseca nakon datuma stupanja na snagu, srednjoročni okvir izdataka za pravosudni sektor, u obliku i po sadržaju zadovoljavajući za Banku, koji će uključiti, ali neće biti ograničen na: (i) procjene od gore prema dole agregatnih resursa raspoloživih za javne izdatke u pravosudnom sektoru u skladu s makroekonomskom stabilnošću; (ii) procjene od dole prema gore troškova provedbe postojećih i novih politika reforme pravosudnog sustava; (iii) okvir koji usklađuje troškove navedene u prethodnom stavku (ii) s agregatnim resursima i utvrđuje prioritetne izdatke i program kapitalnih ulaganja za pravosudni sektor, na osnovi analize institucionalnih javnih rashoda u pravosudnom sektoru; te analizu opcija za financiranje predloženog Trga pravde u Zagrebu, vodeći računa o pitanjima upravljanja materijalnim dobrima i imovinom; i (iv) skup pokazatelja rezultata rada pravosudnog sektora; i (v) akcijski plan za poboljšanje upravljanja resursima u pravosudnom sektora.

C. Borba protiv korupcije

Zajmoprimac će putem Ministarstva pravosuđa osigurati da se Projekt provodi sukladno odredbama Smjernica o borbi protiv korupcije.

D. Zaštitne mjere

1. Zajmoprimac, putem Ministarstva pravosuđa:

(a) će propisno ispunjavati sve obveze prema Planovima upravljanja okolišem, pravovremeno i u skladu s relevantnim odredbama te će primjenjivati i provoditi, ovisno o slučaju, aktivnosti, mjerila, politike, postupke i aranžmane utvrđene njima; i

(b) neće unositi izmjene i dopune ili se odreći Planova upravljanja okolišem ili dopustiti izmjene i dopune ili odricanje od Planova upravljanja okolišem, kao ni jedne odredbe njima propisane, osim uz prethodno pisano odobrenje Banke.

2. Zajmoprimac će putem Ministarstva pravosuđa osigurati da u okviru Projekta neće biti potrebna kupnja zemljišta ili preseljavanje.

Odjeljak II. Praćenje, izvješćivanje i ocjenjivanje Projekta

A. Izvješća o Projektu

1. Zajmoprimac će putem Ministarstva pravosuđa pratiti i vrednovati napredak Projekta, te pripremati Izvješća o Projektu sukladno odredbama Odjeljka 5.08 Općih uvjeta i temeljem pokazatelja učinkovitosti dogovorenih s Bankom. Svako će Izvješće o Projektu obuhvatiti razdoblje jednog (1) kalendarskog polugodišta i bit će dostavljeno Banci najkasnije četrdeset i pet (45) dana nakon završetka razdoblja obuhvaćenog takvim izvješćem.

2. U svrhe odjeljka 5.08. (c) Općih uvjeta, izvješće o izvršenju Projekta i s njime povezani plan koji je obvezan na temelju tog Odjeljka bit će dostavljeni Banci najkasnije šest (6) šest mjeseci nakon datuma zatvaranja.

B. Financijsko upravljanje, financijska izvješća i revizije

1. Zajmoprimac će voditi, ili se pobrinuti da se vodi, sustav financijskog upravljanja, u skladu s odredbama Odjeljka 5.09 Općih uvjeta.
2. Ne ograničavajući odredbe Dijela A ovog Odjeljka, Zajmoprimac će putem Ministarstva pravosuđa izraditi i dostaviti Banci najkasnije četrdeset pet (45) dana po završetku svakog kalendarskog tromjesečja, privremena nerevidirana financijska izvješća o Projektu koja se odnose na spomenuto tromjesečje, a koja su oblikom i sadržajem zadovoljavajuća za Banku.
3. Zajmoprimac će svoja financijska izvješća dati na reviziju sukladno odredbama Odjeljka 5.09 (b) Općih uvjeta. Svaka revizija financijskih izvješća obuhvaćat će razdoblje od jedne (1) fiskalne godine Zajmoprimca, počevši s fiskalnom godinom u kojoj je izvršeno prvo povlačenje sredstava u okviru predujma za pripremu Projekta. Revidirana financijska izvješća za svako takvo razdoblje dostavit će se Banci najkasnije u roku od šest (6) mjeseci nakon kraja svakoga takvog razdoblja.

Odjeljak III. Nabava

A. Općenito

1. **Robe i radovi.** Nabava svih roba i radova potrebnih za Projekt, koja će se financirati sredstvima Zajma, izvršit će se u skladu sa zahtjevima utvrđenim ili navedenim u Odjeljku I. Smjernica o nabavi te u skladu s odredbama ovoga Odjeljka.
2. **Konzultantske usluge.** Nabava svih konzultantskih usluga potrebnih za Projekt koje će se financirati sredstvima izvršit će se u skladu sa zahtjevima utvrđenim ili navedenim u Odjeljcima I. i IV. Smjernica o konzultantima te u skladu s odredbama ovog Odjeljka.
3. **Definicije.** Izrazi napisani velikim početnim slovom koji se u nastavku ovoga Odjeljka upotrebljavaju za opisivanje pojedinih metoda nabave ili metoda pregleda pojedinih ugovora od strane Banke odnose se na odgovarajuću metodu opisanu u Smjernicama o nabavi ili Smjernicama o konzultantima, ovisno o slučaju.

B. Pojedine metode nabave roba i radova

1. **Međunarodno nadmetanje.** Osim ako donjim stavkom 2. nije drugačije predviđeno, robe i radovi nabavljat će se putem ugovora dodijeljenih na temelju postupaka međunarodnog nadmetanja.
2. **Druge metode nabave roba i radova.** Sljedeća tablica konkretno navodi metode nabave, osim međunarodnog nadmetanja, koje se mogu primjenjivati za robu i radove. Plan nabave će konkretno navesti okolnosti pod kojima se takve metode mogu primjenjivati.

Metoda nabave
(a) Domaće javno nadmetanje koje podliježe dodatnim postupcima uređenim u Dodatku ovog Priloga
(b) Kupovanje
(c) Izravno ugovaranje

C. Pojedine metode nabave konzultantskih usluga

- Odabir na temelju kvalitete i cijene.** Osim ako donjim stavkom 2. nije drugačije predviđeno, konzultantske će se usluge nabavljati temeljem ugovora koji se dodjeljuju na temelju odabira koji se temelji na kvaliteti i cijeni.
- Druge metode nabave konzultantskih usluga.** U sljedećoj su tablici navedene metode nabave, osim odabira na temelju kvalitete i cijene, a koje se mogu koristiti za konzultantske usluge. Planom nabave će biti utvrđene okolnosti pod kojima se takve metode mogu koristiti.

Metoda nabave
(a) Odabir na temelju kvalitete
(b) Odabir prema fiksnom proračunu
(c) Odabir prema najmanjoj cijeni
(d) Odabir na temelju kvalifikacija konzultanta
(e) Odabir izravnom pogodbom
(f) Individualni konzultanti
(g) Direktni odabir za individualne konzultante.

D. Pregled odluka o nabavi od strane Banke

Planom nabave će se utvrditi oni ugovori koji će podlijezati prethodnom pregledu od strane Banke. Svi drugi ugovori podlijezati će naknadnom pregledu Banke.

Odjeljak IV. Povlačenje sredstava Zajma

A. Općenito

- Zajmoprimac može povlačiti sredstva Zajma sukladno odredbama članka II. Općih uvjeta, ovoga Odjeljka i dodatnim uputama koje Banka utvrdi u obavijesti Zajmoprimcu (uključujući i „Smjernice Svjetske banke za isplatu zajmova za projekte“, iz svibnja 2006., kaku su povremeno izmijenjene od strane Banke te primjenjive na ovaj Ugovor sukladno spomenutim uputama), a u svrhu financiranja prihvatljivih izdataka utvrđenih u tablici u donjem stavku 2.
- U sljedećoj je tablici navedena kategorija prihvatljivih izdataka koja se može financirati sredstvima Zajma (“kategorija”), iznosi Zajma raspoređeni u svaku kategoriju te postotak izdataka koji će se financirati u odnosu na prihvatljive izdatke u svakoj kategoriji.

Kategorija	Raspoređeni iznos zajma (izrađeno u EUR)	Postotak izdataka koji će se financirati
(1) Građevinski radovi, robe, konzultantske usluge, izobrazba, radionice, studijska putovanja i operativni troškovi	25,532,369	100%
(2) Povrat predujma za pripremu	467,631	Iznos plativ u skladu s Odjeljkom 2.07 (a) Općih uvjeta
UKUPNI IZNOS	<u>26,000,000</u>	

B. Uvjeti povlačenja sredstava; razdoblje povlačenja sredstava

1. Ne dovodeći u pitanje odredbe Dijela A ovog Odjeljka, sredstva se neće povlačiti:
 - (a) s računa Zajma (osim za otplatu predujma za pripremu), dok Banka ne primi puni iznos plaćanja za početnu naknadu; ili
 - (b) za plaćanja obavljena prije datuma ovog Ugovora, osim što se može povlačiti iznos do ukupnog iznosa koji ne smije biti veći od protuvrijednosti 500.000 EUR za plaćanja obavljena prije ovog datuma, ali na datum ili poslije 1. ožujka 2010. godine za prihvatljive izdatke prema kategoriji (1).
2. Datum zatvaranja Zajma je 30. lipanj 2015. godine.

DODATAK**PRILOGU 2**

U svrhu provedbe postupaka domaćih javnih nadmetanja za nabavku roba, usluga (osim konzultantskih usluga) i radova koji će se financirati iz Zajma, primjenjivat će se sljedeće izmjene i dodaci:

1. Postupci

Metoda javnog nadmetanja primjenjivat će se na sve ugovore. Pozivi na nadmetanje bit će oglašeni u službenom glasilu Zajmoprimca (*Narodne novine*) i barem u jednim dnevnim novinama široke naklade ili na internetskoj stranici Ministarstva pravosuđa, pri čemu će rok za izradu i podnošenje ponuda iznositi najmanje trideset (30) dana.

2. Ocjena kvalifikacija ponuditelja

Kada se za velike ili složene ugovore traži pretkvalifikacija, pozivi za pretkvalifikaciju za nadmetanje objavit će se u službenom glasilu Zajmoprimca (*Narodne novine*) i u najmanje jednim dnevnim novinama široke naklade barem trideset (30) dana prije roka za podnošenje zahtjeva za prekvalifikaciju. U dokumentaciji za pretkvalifikaciju trebaju se jasno navesti minimalno iskustvo te tehnički i financijski zahtjevi za čije će se ocjenjivanje koristiti metoda 'prolazi/ne prolazi' a ne sustav bodovanja vrijednosti. U slučajevima gdje se pretkvalifikacija ne koristi, kvalificiranost ponuđača koji je preporučan za dodjelu ugovora procijenit će se naknadnim kvalifikacijskim postupkom u kojem se ocjenjuju minimalno iskustvo i tehnički i financijski uvjeti, koji moraju biti jasno navedeni u ponudbenoj dokumentaciji.

3. Sudjelovanje poduzeća u državnom vlasništvu

Poduzeća u državnom vlasništvu koja su smještena i posluju na državnom području Zajmoprimca mogu sudjelovati u nadmetanju samo ako mogu dokazati, na način koji je zadovoljavajući za Banku, da su pravno i financijski neovisni, da posluju prema trgovačkim zakonima i da nisu agencije koje su u odnosu ovisnosti s Vladom Zajmoprimca. Navedena poduzeća obvezna su ispuniti iste uvjete nadmetanja i jamstva za dobro izvršenje posla kao i ostali ponuditelji.

4. Dokumentacija za nadmetanje

Zajmoprimac će koristiti standardnu dokumentaciju za nadmetanje prihvatljivu Banci.

5. Podnošenje, otvaranje i ocjenjivanje ponuda

(a) Ponude se dostavljaju u jednoj omotnici, koja sadrži informacije o kvalifikaciji ponuđača, tehničku ponudu i ponudu s cijenom, koje će se istodobno otvoriti na javnom otvaranju ponuda.

(b) Otvaranje ponuda je javno i isto će uslijediti neposredno nakon roka za podnošenje ponuda. Glasno će se pročitati ime ponuđača, ukupan iznos svake ponude i svi ponuđeni popusti i evidentirati u zapisniku s javnog otvaranja ponuda.

(c) Ocjenjivanje ponuda provest će se uz strogo poštivanje kriterija, koji se mogu monetarno kvantificirati, a koji su navedeni u dokumentaciji za nadmetanje, a sustav bodovanja vrijednosti se neće koristiti.

(d) Produženje važenja ponude dopustit će se samo jednom i to najduže za trideset (30) dana. Daljnja produženja bez prethodnog odobrenja Banke neće se odobravati.

(e) Ugovori će se sklapati s kvalificiranim ponuditeljima, koji su dostavili ponudu s najnižom cijenom a koja je ocijenjena kao odgovarajuća u svim bitnim elementima.

(f) U okviru domaćeg javnog nadmetanja neće se davati nikakve prednosti.

6. Usklađivanje cijena

Ugovori o izvođenju vremenski dugotrajnih građevinskih radova (npr. duže od osamnaest (18) mjeseci) moraju sadržavati odgovarajuću klauzulu o usklađivanju cijena.

7. Odbijanje svih ponuda

(a) Bez prethodne pisane suglasnosti Banke ne mogu se odbiti sve ponude i zatražiti nove.

(b) Kad je broj primljenih ponuda manji od dvije, ponovno raspisivanje nadmetanja neće se provesti bez prethodne suglasnosti Banke.

8. Jamstva

Jamstva uz ponudu ne bi smjela prekoračiti dva posto (2%) procijenjenih troškova ugovora; a jamstva za dobro izvršenje posla ne bi smjela biti viša od deset posto (10%). Predujmovi se izvođačima radova neće isplaćivati bez odgovarajućeg jamstva za predujam. Tekst svih takvih jamstava sadržan je u dokumentaciji za nadmetanje i mora biti prihvatljiv za Banku.

PRILOG 3

Plan amortizacije

Zajmoprimac će otplatiti glavnicu Zajma u cijelosti 15. listopada 2027.

DODATAK**Odjeljak I. Definicije**

1. “Smjernice o borbi protiv korupcije” znači “Smjernice o sprečavanju i borbi protiv prijevare i korupcije u projektima financiranim zajmovima IBRD-a i kreditima i darovnicama IDA-e”, od 15. listopada 2006. godine.
2. “Kategorija” je kategorija koja je navedena u tablici Odjeljka IV. Priloga 2 ovom Ugovoru.
3. “Smjernice o konzultantima” znače “Smjernice: Odabir i zapošljavanje konzultanata od strane zajmoprimaca Svjetske banke” koje je Banka objavila u svibnju 2004. godine i revidirala u listopadu 2006. godine.
4. “Zakon o kaznenom postupku” znači Zakon o kaznenom postupku Zajmoprimca od 15. prosinca 2008. (Narodne novine 152/08), kako može biti povremeno izmijenjen i dopunjen.
5. “CTS“ znači Sustav praćenja predmeta.
6. “Planovi upravljanja okolišem” ili “EMPs” znači planovi upravljanja okolišem koje je izradio Zajmoprimac, od 23. prosinca 2009. godine i koji su zadovoljavajući za Banku, za projektne lokacije u Zagrebu, Puli, Karlovcu i Splitu, a u kojima se utvrđuje niz mjera za ublažavanje utjecaja na okoliš, mjera praćenja i institucionalnih mjera koje treba poduzeti tijekom provedbe Projekta, kako bi se eliminirali štetni utjecaji na okoliš i društvo, ili kako bi se ublažili ili smanjili na prihvatljivu razinu, a uključujući aktivnosti potrebne za provedbu tih mjera.
7. “Opći uvjeti” znači “Opći uvjeti za zajmove Međunarodne banke za obnovu i razvoj”, od 1. srpnja 2005. (izmijenjeni i dopunjeni 12. veljače 2008.) s izmjenama i dopunama utvrđenim u Odjeljku II. ovom Dodatku.
8. “ICT” znači informacijska i komunikacijska tehnologija.
9. “ICMS” znači Integrirani sustav upravljanja predmetima.
10. “Ministarstvo financija” znači Ministarstvo financija Zajmoprimca ili bilo koji pravni slijednik istog.
11. “Ministarstvo pravosuđa” ili “MP” znači Ministarstvo pravosuđa Zajmoprimca ili bilo koji pravni slijednik istog.
12. “Projektni tim MP-a“ znači Projektni tim osnovan u Ministarstvu pravosuđa Odlukom ministra pravosuđa od 16. veljače 2010., broj 700-01/10-01/524, kojeg će zadržati u skladu s Odjeljkom I.A, stavkom 1. Priloga 2 ovom Ugovoru.
13. “Operativni troškovi” znače razumne i potrebne inkrementalne izdatke za provedbu Projekta, vođenje, koordinaciju te praćenje i ocjenjivanje Projekta koje odobri Banka na temelju proračuna prihvatljivih Banci, a koji uključuju, između ostalo, troškove: (i) najam i gorivo za vozila koja se koriste za nadzor i provedbu Projekta; (ii) komunalne troškove i troškove telekomunikacija; (iii) organizaciju radionica; (iv) izobrazbu, jačanje kapaciteta i naknade za stručnjake angažirane za potrebe Projekta, a koje nisu plaće službenika i dužnosnika; (v) troškove puta i dnevnice, uključujući troškove puta i dnevnice za službene osobe i stručnjake koji sudjeluju u projektnim aktivnostima; (vi) potrošni uredski materijal; (vii) oglašavanje, tisak i publikacije; (viii) troškove pisanih i usmenih prijevoda; (ix) kupnju programske podrške za financijsko upravljanje; i (x) bankovne naknade.

14. “Predujam za pripremu” znači predujam na koji upućuje Odjeljak 2.07 (a) Općih uvjeta, a koji Banka odobrava Zajmoprimcu u skladu s pismom sporazuma potpisanim u ime Banke dana 18. ožujka 2008. godine, a u ime Zajmoprimca dana 1. kolovoza 2008. godine.
15. “Smjernice za nabavu” znači “Smjernice: Nabava u sklopu zajmova IBRD-a i kredita IDA-e” koje je Banka objavila u svibnju 2004. godine i revidirala u listopadu 2006. godine.
16. “Plan nabave” znači plan nabave Zajmoprimca za Projekt, od 17. veljače 2010., a na koji upućuje stavak 1.16 Smjernica o nabavi i stavak 1.24 Smjernica o konzultantima, s izmjenama i dopunama koje će se donositi u skladu s odredbama navedenih stavaka.
17. “Operativni priručnik Projekta” znači operativni priručnik Projekta koji je donio Zajmoprimac u skladu s Odjeljkom 5.01 ovog Ugovora, a u kojem se utvrđuju operativne i administrativne nadležnosti, postupci i pravila za provedbu Projekta, uključujući postupke financijskog upravljanja i plan provedbe Projekta.
18. “DO” znači državno odvjetništvo.
19. “Savjetodavno vijeće ” znači Savjetodavno vijeće Projekta koje je osnovao Zajmoprimac prema Odluci ministra pravosuđa o osnivanju Savjetodavnog vijeća Projekta potpore pravosudnom projektu od 16. veljače 2010. (broj 700-01/10-01/525) i kojeg će zadržati u skladu s Odjeljkom I.A, stavkom 1. Priloga 2 ovom Ugovoru.
20. “USKOK” znači Ured za suzbijanje korupcije i organiziranog kriminaliteta Zajmoprimca.

Odjeljak II. Izmjene Općih uvjeta

Izmjene Općih uvjeta su sljedeće:

1. Stavak (a) Odjeljka 2.07 mijenja se i glasi:

“Odjeljak 2.07. *Refinanciranje predujma za pripremu; Kapitaliziranje početne naknade i kamata*

(a) Ako Ugovor o zajmu propisuje otplatu predujma (“Predujam za pripremu”) od Banke ili Udruženja iz sredstava zajma, Banka će, u ime takve stranke zajma, povući s računa zajma na dan ili nakon dana stupanja na snagu, iznos potreban za otplatu povučenog i nenaplaćenog iznosa predujma na dan takvog povlačenja s računa zajma i platiti sve dospjele i nenaplaćene naknade, ako ih ima, na predujam, na taj dan. Banka će tako povučen iznos platiti sebi ili Udruženju, ovisno o slučaju, i poništiti preostali nepovučeni iznos predujma.”

2. Stavak (l) Odjeljka 7.02 mijenja se i glasi:

“ Odjeljak 7.02. *Obustava od strane Banke*

... (l) *Neispunjavanje uvjeta*. Banka ili Udruženje je proglasilo da Zajmoprimac (koji nije država članica) ili tijelo za provedbu Projekta ne ispunjava uvjete za primanje sredstava bilo kakvog financiranja koje osigurava Banka ili Udruženje ili drugačije sudjelovanje u pripremi za provedbu bilo kojeg projekta koji u cijelosti ili djelomično financira Banka ili Udruženje, kao rezultat odluke Banke ili Udruženja da se Zajmoprimac ili tijelo za provedbu Projekta bavi radnjama prijevare, podmićivanja, prinude ili djelovanja u dosluhu u vezi s upotrebom sredstava bilo kojeg financiranja koje osigurava Banka ili Udruženje.”

3. Sljedeći izrazi i definicije navedeni u Dodatku mijenjaju se ili brišu kako slijedi, a sljedeći novi izrazi i definicije dodaju se abecednim redom Dodatku kako slijedi, a izrazi su prema tome prenumerirani:

(a) Pojam “Predujam za pripremu Projekta” mijenja se i glasi “Predujam za pripremu”, a njegova definicija mijenja se i glasi:

“Predujam za pripremu” znači predujam na koji se upućuje u Ugovoru o financiranju, a koji se otplaćuje u skladu s Odjeljkom 2.07.”

(b) Definicija izraza “Datum konverzije” mijenja se i glasi:

“Datum konverzije” znači, s obzirom na konverziju, datum izvršenja (kako je ovdje određen) ili takav kasniji datum kakav traži Zajmoprimac i prihvaća ga Banka, na koji konverzija stupa na snagu, i kako je dalje predviđeno u Smjernicama o konverziji.”

LOAN NUMBER 7888-HR

Loan Agreement

(Justice Sector Support Project)

between

REPUBLIC OF CROATIA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

Dated April 13, 2010

LOAN NUMBER 7888-HR**LOAN AGREEMENT**

Agreement dated April 13, 2010, between REPUBLIC OF CROATIA (“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) constitute an integral 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, on the terms and conditions set forth or referred to in this Agreement, the amount of twenty six million Euros (EUR 26,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.07 of this Agreement (“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 IV of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount. The Borrower shall pay the Front-end Fee not later than sixty (60) days after the Effective Date.
- 2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to LIBOR for the Loan Currency plus the Fixed Spread; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty (30) days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02 (d) of the General Conditions.

- 2.05. The Payment Dates are April 15 and October 15 in each year.
- 2.06. The principal amount of the Loan shall be repaid in accordance with the provisions of Schedule 3 to this Agreement.
- 2.07. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management: (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; and (ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate to a Fixed Rate, or vice versa.
- (b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a “Conversion”, as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.

ARTICLE III - PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the Project in accordance with the provisions of Article V of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV - EFFECTIVENESS; TERMINATION

- 4.01. The Additional Condition of Effectiveness consists of the following, namely that the Borrower has adopted the Project Operational Manual in form and substance satisfactory to the Bank.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE V - REPRESENTATIVE; ADDRESSES

5.01. The Borrower's Representative is the Minister of Finance.

5.02. The Borrower's Address is:

Ministry of Finance
Katanciceva 5
10000 Zagreb
Republic of Croatia

Facsimile:

(385-1) 4922-598

5.03. The Bank's Address is:

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

Cable address:

Telex:

Facsimile:

INTBAFRAD

248423(MCI) or

1-202-477-6391

Washington, D.C.

64145(MCI)

AGREED at Zagreb, Republic of Croatia, as of the day and year first above written.

REPUBLIC OF CROATIA

By:

Mr. Ivan Šuker, *m.p.*

Minister of Finance

Authorized Representative

INTERNATIONAL BANK FOR

RECONSTRUCTION AND DEVELOPMENT

By:

Mr. Andras Horvai, *m.p.*

Country Director

Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to improve the efficiency of the Borrower's justice system.

The Project consists of the following parts:

Part A. Improving the efficiency of the court system

Carrying out a program of works and provision of goods, services and training for:

1. Supporting the consolidation of the court network including: (a) the adaptive re-use of a vacant commercial retail structure for the municipal court in Split; (b) the rehabilitation and limited extension of the municipal court in Karlovac; (c) limited space reconfiguration and refurbishment of parts of the municipal and county court building in Pula; (d) the provision of access for the disabled in the courts covered by the Project; and (e) technical assistance for the supervision of activities under Part A.1 of the Project.
2. Improving courts' resource management capacity, including the organization of study tours, workshops and conferences, to: (a) design and develop methods and procedures to improve the efficiency of court resource management; and (b) strengthen the capacity of court presidents, secretaries and staff in using court resource management techniques.
3. Upgrading and updating court operational information systems, including: (a) the Integrated Case Management System (ICMS), including automating the ICMS procedures and updating the ICMS in line with the reformed investigative functions of courts under the Criminal Procedures Code; and (b) the upgrade of ICT infrastructure in county, municipal, misdemeanor and commercial courts and in the Supreme Court.
4. Strengthening case management, including the organization of study tours, workshops and conferences, to: (a) design and develop improved case management methods and procedures; and (b) train court staff on new case management techniques.
5. Enhancing the efficiency of enforcement procedures, including the organization of study tours, workshops and conferences, to: (a) design and develop improved enforcement procedures; and (b) train court staff on new enforcement techniques.

Part B. Improving the efficiency of the State Attorney's Office (SAO)

Carrying out a program of civil works and provision of goods, services and training for:

1. Consolidating SAO's network, including refurbishment, rehabilitation, new construction activities and facilitating access for the disabled, to provide: (a) facilities for USKOK in the form of an infill addition to SAO's headquarters facilities in Zagreb and upgraded technical infrastructure; and (b) new space for the SAO in Pula in the form of space reconfiguration and rehabilitation of an existing vacant structure.

2. Strengthening the institutional capacity of the SAO, including the organization of study tours, workshops and conferences, to: (a) modernize SAO's headquarters' organizational structure, management roles and responsibilities, in line with the Criminal Procedures Code; and (b) develop standardized investigative procedures in line with said Code.

3. Upgrading and updating SAO's operational information systems, including: (a) the upgrade and upgrade of SAO's Case Tracking System (CTS) to include the new investigative functions granted to the SAO under the Criminal Procedures Code and include new case management techniques; (b) support to the national roll-out of the CTS; and (c) the upgrade and extension of SAO's ICT infrastructure to support CTS interconnectivity with other justice system entities.

Part C. Strengthening management functions of the Ministry of Justice

Provision of goods, services and training and the organization of study tours, conferences and workshops for:

1. Strengthening MOJ's resource and performance management capacity, including the design and development of a justice sector medium-term expenditure framework and performance indicator with a view to gradually linking budgets to: (a) performance through more effective budget development, management and execution; (b) capital investment programming; and (c) justice sector performance indicators.

2. Strengthening MOJ's information systems and information system management capacity, including: (a) the upgrade of MOJ's inmate information system, including the development of links to courts for servicing notices; (b) the implementation of an ICT asset management system; (c) the interconnection of information systems of key justice system entities; (d) the implementation of an integrated document management system; and (e) the strengthening of ICT technical and management skills of selected MOJ staff.

Part D. Support to Project management and implementation

Provision of goods, services and training and the organization of study tours, conferences and workshops for:

1. Monitoring, evaluation and change management, including the carrying out of surveys and the financing of Operating Costs to: (a) monitor, evaluate and disseminate the Project's results and impact; and (b) initiate and sustain change management and outreach activities targeted to Project beneficiaries and stakeholders.

2. Supporting Project management and implementation, including the financing of Operating Costs to: (a) properly staff the core Project team; (b) manage Project activities, including the hiring of technical expertise and handling procurement, financial management, monitoring and evaluation, reporting and outreach and communication arrangements; and (c) support the Project's governance framework including the secretariat of the Project Steering Committee and related technical bodies.

3. Carrying out surveys of users of the justice system and dissemination activities, including publications.

SCHEDULE 2**Project Execution****Section I. Implementation Arrangements****A. Institutional Arrangements**

The Borrower, through the Ministry of Justice, shall carry out the Project in accordance with the following institutional and other arrangements:

1. The Project shall be implemented under the overall responsibility of the Ministry of Justice, with the Minister of Justice as Project Coordinator. To this end, the MOJ Project Team, which shall be headed by a Project Manager, shall be responsible for Project management and implementation, including Project monitoring and evaluation, reporting, disbursement, procurement, accounting and financial management arrangements.

2. The Borrower shall maintain the MOJ Project Team, at all times during Project implementation, with terms of reference, resources and with competent staff and experts in adequate numbers, all satisfactory to the Bank.

3. The Borrower shall maintain the Steering Committee, at all times during Project implementation, with a composition, resources and terms of reference satisfactory to the Bank. The Steering Committee, which shall be chaired by the Minister of Justice, shall be responsible for the strategic oversight and coordination of Project activities, and shall be supported by technical working groups on, respectively, ICT, civil works, resource management, case management, and enforcement. The MOJ Project Team shall perform secretariat functions for the Steering Committee and said technical working groups.

B. Implementation Covenants

1. The Borrower, through the Ministry of Justice, shall:

(a) duly perform all obligations under the Project Operational Manual, including the Project implementation plan, in a timely manner and in accordance with their respective terms, and apply and implement, as the case may be, the actions, criteria, policies, procedures and arrangements therein set forth; and

(b) not amend or waive, or permit to be amended or waived the Project Operational Manual or any provision thereof, except with the prior written approval of the Bank.

2. The Borrower shall, at all times during Project implementation, cause the MOJ, the SAO and the courts and prosecution offices participating in the implementation of the Project to include adequate allocations in their respective budgets to: (a) ensure the proper operation and maintenance of ICT systems developed under the Project; and (b) provide ICT systems related training to relevant staff of the MOJ, courts and prosecutors' offices.

3. For purposes of Parts A.1 and B.1 of the Project, the Borrower, through the Ministry of Justice, shall ensure that buildings, facilities and structures where construction, rehabilitation, renovation or additions are undertaken under the Project are adequately maintained and provide adequate access for the disabled.

4. The Borrower shall:

(a) cause MOJ and the Steering Committee to hold semi-annual consultations with a broad set of stakeholders, including, but not limited to, the Bar Associations, association of notaries, civil society, chambers of commerce, academic institutions, the media and the Borrower's development partners, with a view to: (i) sharing information on Project progress and results measured against Project targets and expected outcomes; and (ii) promoting a consensus on the design and adoption of performance indicators for the Borrower's justice system;

(b) cause MOJ, the Supreme Court, the SAO, SAO offices and courts participating in the implementation of the Project to publish, on their respective public website, at least on a quarterly basis, information in relation to: (i) Project implementation progress; (ii) the related ICMS and CTS performance data, as the case may be; and (iii) the relevant Project performance indicators; and

(c) cause MOJ to design and develop, within twenty-four (24) months following the Effectiveness Date, a medium-term expenditure framework for the justice sector, in form and substance satisfactory to the Bank, which shall include, but not be limited to: (i) a top-down estimate of aggregate resources available for justice sector public expenditures consistent with macro-economic stability; (ii) bottom-up estimates of the costs of carrying out both existing and new justice system reform policies; (iii) a framework reconciling the costs referred to in the preceding sub-paragraph (ii) with aggregate resources and prioritizing an expenditure and capital investment program for the justice sector, based on a justice sector public expenditure and institutional review and a financing options study for the proposed Zagreb Judicial Square, taking into account facilities and asset management issues; (iv) a set of justice sector performance indicators; and (v) an action plan for improving justice sector resource management.

C. Anti-Corruption

The Borrower, through the Ministry of Justice, shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Safeguards

1. The Borrower, through the Ministry of Justice, shall:

(a) duly perform all obligations under the Environmental Management Plans in a timely manner and in accordance with their respective terms, and apply and implement, as the case may be, the actions, criteria, policies, procedures and arrangements therein set forth; and

(b) not amend or waive, or permit to be amended or waived the Environmental Management Plans or any provision thereof, except with the prior written approval of the Bank.

2. The Borrower, through the Ministry of Justice, shall ensure that no land acquisition or resettlement shall be required under the Project.

Section II. Project Monitoring Reporting and Evaluation**A. Project Reports**

1. The Borrower, through the Ministry of Justice, shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of performance indicators agreed with the Bank. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Bank not later than forty five (45) days after the end of the period covered by such report.

2. For purposes of Section 5.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Bank not later than six (6) months after the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Borrower shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Borrower, through the Ministry of Justice, shall prepare and furnish to the Bank, not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Bank.

3. The Borrower shall have its Financial Statements audited in accordance with the provisions of Section 5.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Borrower, commencing with the fiscal year in which the first withdrawal was made under the Preparation Advance for the Project. The audited Financial Statements for each such period shall be furnished to the Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. **Goods and Works.** All goods and works required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding procedures.
2. **Other Methods of Procurement of Goods and Works.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) National Competitive Bidding, subject to the additional procedures stipulated in the Annex to this Schedule
(b) Shopping
(c) Direct Contracting

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.

3. **Other Methods of Procurement of Consultants' Services.** The following table specifies the methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) Quality Based Selection
(b) Fixed Budget Selection
(c) Least Cost Selection
(d) Consultant Qualification
(e) Single Source Selection
(f) Individual Consultants
(g) Sole Source basis for individual consultants

D. Review by the Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post Review by the Bank.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank shall specify by notice to the Borrower (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan (“Category”), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

Category	Amount of the Loan Allocated (expressed in Euro)	Percentage of Expenditures to be financed
(1) Civil works, goods, consultants’ services, training, workshops, study tours and Operating Costs	25,532,369	100%
(2) Refund of the Preparation Advance	467,631	Amount payable pursuant to Section 2.07 (a) of the General Conditions
TOTAL AMOUNT	<u><u>26,000,000</u></u>	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

(a) from the Loan Account (other than to repay the Preparation Advance) until the Bank has received payment in full of the Front-end Fee; or

(b) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed EUR 500,000 equivalent may be made for payments made prior to this date but on or after March 1, 2010 for Eligible Expenditures under Category (1).

2. The Closing Date is June 30, 2015.

ANNEX
TO
SCHEDULE 2

For the purposes of following National Competitive Bidding procedures in the procurement of goods, services (other than consultants' services) and works to be financed under the Loan, the following modifications and additions shall apply:

1. Procedures

The public bidding method shall apply to all contracts. Invitations to bid shall be advertised in the Borrower's Official Gazette (*Narodne Novine*) and in at least one widely circulated national daily newspaper or on the website of the Ministry of Justice, allowing a minimum of thirty (30) days for the preparation and submission of bids.

2. Assessment of Bidders' Qualifications

When pre-qualification shall be required for large or complex contracts, invitations to pre-qualify for bidding shall be advertised in the Borrower's Official Gazette (*Narodne Novine*) and in at least one widely circulated national daily newspaper a minimum of thirty (30) days prior to the deadline for the submission of pre-qualification applications. Minimum experience, technical and financial requirements shall be explicitly stated in the pre-qualification documents, which shall be determined by a 'pass/fail' method, not through the use of a merit point system. Where pre-qualification is not used, the qualifications of the bidder who is recommended for award of contract shall be assessed by post-qualification, applying minimum experience, technical and financial requirements which shall be explicitly stated in the bidding documents.

3. Participation of Government-owned Enterprises

Government-owned enterprises located and operating on the Borrower's territory shall be eligible to participate in bidding only if they can establish, to the Bank's satisfaction, that they are legally and financially autonomous, operate under commercial laws and are not a dependent agency of the Borrower's government. Said enterprises shall be subject to the same bid and performance security requirements as other bidders.

4. Bidding Documents

The Borrower shall use appropriate bidding documents that are acceptable to the Bank.

5. Bid Submission, Opening and Evaluation

(a) Bids shall be submitted in a single envelope containing the bidder's qualification information, technical and price bids, which shall be opened simultaneously at the public bid opening.

(b) Bids shall be opened in public, immediately after the deadline for submission of bids. The name of the bidder, the total amount of each bid and any discounts offered shall be read aloud and recorded in the minutes of the public bid opening.

(c) The evaluation of bids shall be done in strict adherence to the monetarily quantifiable criteria specified in the bidding documents and a merit point system shall not be used.

(d) Extension of bid validity shall be allowed once only for not more than thirty (30) days. No further extensions should be granted without the prior approval of the Bank.

(e) Contracts shall be awarded to qualified bidders having submitted the lowest evaluated substantially responsive bid.

(f) No preference shall apply under National Competitive Bidding.

6. Price Adjustment

Civil works contracts of long duration (e.g., more than eighteen (18) months) shall contain an appropriate price adjustment clause.

7. Rejection of All Bids

(a) All bids shall not be rejected and new bids solicited without the Bank's prior written concurrence.

(b) When the number of bids received is less than two, re-bidding shall not be carried out without the Bank's prior concurrence.

8. Securities

Bid securities should not exceed two percent (2%) of the estimated cost of the contract; and performance securities not more than ten percent (10%). No advance payments shall be made to contractors without a suitable advance payment security. The wording of all such securities shall be included into the bidding documents and shall be acceptable to the Bank.

SCHEDULE 3

Amortization Schedule

The Borrower shall repay the principal amount of the Loan in full on October 15, 2027.

APPENDIX**Section I. Definitions**

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised in October 2006.
4. “Criminal Procedures Code” means the Borrower’s Criminal Procedures Code dated December 15, 2008 (Official Gazette No. 152-2008), as the same may be amended from time to time.
5. “CTS” means Case Tracking System.
6. “Environmental Management Plans” and “EMPs” means the environmental management plans prepared by the Borrower, dated December 23, 2009, and satisfactory to the Bank, for the Project sites in, respectively, Zagreb, Pula, Karlovac and Split, setting forth a set of mitigation, monitoring, and institutional measures to be taken during Project implementation to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels, to adequately handle potential chance finds, and including the actions needed to implement these measures.
7. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for Loans”, dated July 1, 2005 (as amended through February 12, 2008) with the modifications set forth in Section II of this Appendix.
8. “ICT” means information and communications technology.
9. “ICMS” means the Integrated Case Management System.
10. “Ministry of Finance” means the Borrower’s Ministry of Finance, and any successor thereto.
11. “Ministry of Justice” or “MOJ” means the Borrower’s Ministry of Justice, and any successor thereto.
12. “MOJ Project Team” means the Project Team established within MOJ pursuant to Decision No. 700-01/10-01/524 of the Minister of Justice dated February 16, 2010, and maintained in accordance with Section I.A, paragraph 1 of Schedule 2 to this Agreement.

13. “Operating Costs” means the reasonable and necessary incremental expenditures on account of Project implementation, management, coordination, and monitoring and evaluation, as approved by the Bank on the basis of budgets acceptable to the Bank, and including, *inter alia*, the costs of: (i) rental of, and fuel for vehicles used for Project implementation and supervision; (ii) utilities and telecommunication costs; (iii) organization of workshops; (iv) training, capacity building and fees paid to experts hired for the purposes of the Project, and excluding civil servants’ salaries; (iii) travel costs and per diems, including for officials and experts participating in the implementation of the Project; (iv) consumable office supplies; (v) communication and advertisements, printing and publications; (vi) costs of translation and interpretation; (vii) acquisition of financial management software; and (viii) bank charges.
14. “Preparation Advance” means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Bank to the Borrower pursuant to the letter agreement signed on behalf of the Bank on March 18, 2008, and on behalf of the Borrower on August 1, 2008.
15. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October 2006.
16. “Procurement Plan” means the Borrower’s procurement plan for the Project, dated February 17, 2010, and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
17. “Project Operational Manual” means the Project operational manual adopted by the Borrower pursuant to Section 5.01 of this Agreement, setting forth the operational and administrative responsibilities, procedures and rules for the implementation of the Project, including financial management procedures and the Project implementation plan.
18. “SAO” means the State Attorney’s Office.
19. “Steering Committee” means the Project Steering Committee established for the Project by the Borrower pursuant to Decision No. 700-01/10-01/525 of the Minister of Justice dated February 16, 2010, and maintained in accordance with Section I.A, paragraph 1 of Schedule 2 to this Agreement.
20. “USKOK” means the Borrower’s Office for the prevention of Corruption and Organized Crime.

Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

1. Paragraph (a) of Section 2.07 is modified to read as follows:

“Section 2.07. *Refinancing Preparation Advance; Capitalizing Front-end Fee and Interest*

(a) If the Loan Agreement provides for the repayment out of the proceeds of the Loan of an advance made by the Bank or the Association (“Preparation Advance”), the Bank shall, on behalf of such Loan Party, withdraw from the Loan Account on or after the Effective Date the amount required to repay the withdrawn and outstanding balance of the advance as at the date of such withdrawal from the Loan Account and to pay all accrued and unpaid charges, if any, on the advance as at such date. The Bank shall pay the amount so withdrawn to itself or the Association, as the case may be, and shall cancel the remaining unwithdrawn amount of the advance.”

2. Paragraph (1) of Section 7.02 is modified to read as follows:

“Section 7.02. *Suspension by the Bank*

... (1) *Ineligibility*. The Bank or the Association has declared the Borrower (other than the Member Country) or the Project Implementing Entity ineligible to receive proceeds of any financing made by the Bank or the Association or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the Bank or the Association, as a result of a determination by the Bank or the Association that the Borrower or the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by the Bank or the Association.”

3. The following terms and definitions set forth in the Appendix are modified or deleted as follows, and the following new terms and definitions are added in alphabetical order to the Appendix as follows, with the terms being renumbered accordingly:

- (a) The term “Project Preparation Advance” is modified to read “Preparation Advance” and its definition is modified to read as follows:

“‘Preparation Advance’ means the advance referred to in the Financing Agreement and repayable in accordance with Section 2.07.”

- (b) The definition of the term “Conversion Date” is modified to read as follows:

“‘Conversion Date’ means, in respect of a Conversion, the Execution Date (as herein defined) or such other date as requested by the Borrower and accepted by the Bank, on which the Conversion enters into effect, and as further specified in the Conversion Guidelines.”

Članak 3.

Financijske obveze koje će nastati za Republiku Hrvatsku kao zajmoprimca temeljem ovog Zakona podmirivat će se u skladu s odredbama propisa o izvršavanju državnog proračuna za godine 2010. do 2027. prema planovima otplate do konačne otplate zajma.

Članak 4.

Provedba ovoga Zakona u djelokrugu je središnjeg tijela državne uprave nadležnog za poslove pravosuđa.

Članak 5.

Na dan stupanja na snagu ovoga Zakona Ugovor iz članka 1. ovoga Zakona nije na snazi te će se podaci o njegovom stupanju na snagu objaviti sukladno odredbi članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

Članak 6.

Ovaj Zakon stupa na snagu osmoga dana od dana objave u Narodnim novinama.

OBRAZLOŽENJE

Člankom 1. ovog Zakona propisano je da se potvrđuje Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt potpore pravosudnom sektoru, a sukladno odredbi članka 139. stavak 1. Ustava Republike Hrvatske („Narodne novine“, broj 41/2001. – pročišćeni tekst i broj 55/2001 - ispravak) čime se iskazuje formalni pristanak Republike Hrvatske da bude vezana ovim Ugovorom o zajmu.

Članak 2. sadrži tekst Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt potpore pravosudnom sektoru, u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik.

Člankom 3. uređeno je da se financijske obveze koje će nastati za Republiku Hrvatsku kao zajmoprimca temeljem Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt potpore pravosudnom sektoru, podmiruju u skladu s odredbama propisa o izvršavanju državnog proračuna od 2010. do 2027. godine, prema planovima otplate do konačne otplate zajma.

Člankom 4. utvrđeno je da je provedba Zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt potpore pravosudnom sektoru u djelokrugu središnjeg tijela državne uprave nadležnog za poslove pravosuđa.

Člankom 5. utvrđuje se da na dan stupanja na snagu ovog Zakona Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt potpore pravosudnom sektoru nije na snazi te će se podaci o njegovom stupanju na snagu objaviti sukladno s člankom 30. stavkom 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

Člankom 6. utvrđuje se stupanje na snagu Zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt potpore pravosudnom sektoru.

PRILOG
- PRESLIKA TEKSTA UGOVORA U IZVORNIKU
NA ENGLISKOM JEZIKU

LOAN NUMBER 7888-HR

Loan Agreement

(Justice Sector Support Project)

between

REPUBLIC OF CROATIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

Dated April 13, 2010

LOAN NUMBER 7888-HR

LOAN AGREEMENT

Agreement dated April 13, 2010, between REPUBLIC OF CROATIA (“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) constitute an integral 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, on the terms and conditions set forth or referred to in this Agreement, the amount of twenty six million Euros (EUR 26,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.07 of this Agreement (“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 IV of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount. The Borrower shall pay the Front-end Fee not later than sixty (60) days after the Effective Date.
- 2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to LIBOR for the Loan Currency plus the Fixed Spread; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty (30) days, then the interest payable by the

Borrower shall instead be calculated as provided in Section 3.02 (d) of the General Conditions.

- 2.05. The Payment Dates are April 15 and October 15 in each year.
- 2.06. The principal amount of the Loan shall be repaid in accordance with the provisions of Schedule 3 to this Agreement.
- 2.07. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management: (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; and (ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate to a Fixed Rate, or vice versa.

(b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a "Conversion", as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.

ARTICLE III - PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the Project in accordance with the provisions of Article V of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV - EFFECTIVENESS; TERMINATION

- 4.01. The Additional Condition of Effectiveness consists of the following, namely that the Borrower has adopted the Project Operational Manual in form and substance satisfactory to the Bank.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE V - REPRESENTATIVE; ADDRESSES

5.01. The Borrower's Representative is the Minister of Finance.

5.02. The Borrower's Address is:

Ministry of Finance
Katanciceva 5
10000 Zagreb
Republic of Croatia

Facsimile:

(385-1) 4922-598

5.03. The Bank's Address is:

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

Cable address:

Telex:

Facsimile:

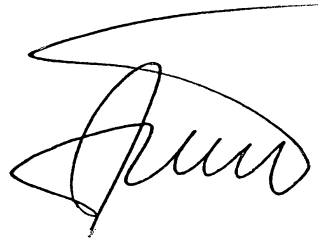
INTBAFRAD
Washington, D.C.

248423(MCI) or
64145(MCI)

1-202-477-6391

AGREED at Zagreb, Republic of Croatia, as of the day and year first above written.

REPUBLIC OF CROATIA



By:

Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By:



Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to improve the efficiency of the Borrower's justice system.

The Project consists of the following parts:

Part A. Improving the efficiency of the court system

Carrying out a program of works and provision of goods, services and training for:

1. Supporting the consolidation of the court network including: (a) the adaptive re-use of a vacant commercial retail structure for the municipal court in Split; (b) the rehabilitation and limited extension of the municipal court in Karlovac; (c) limited space reconfiguration and refurbishment of parts of the municipal and county court building in Pula; (d) the provision of access for the disabled in the courts covered by the Project; and (e) technical assistance for the supervision of activities under Part A.1 of the Project.
2. Improving courts' resource management capacity, including the organization of study tours, workshops and conferences, to: (a) design and develop methods and procedures to improve the efficiency of court resource management; and (b) strengthen the capacity of court presidents, secretaries and staff in using court resource management techniques.
3. Upgrading and updating court operational information systems, including: (a) the Integrated Case Management System (ICMS), including automating the ICMS procedures and updating the ICMS in line with the reformed investigative functions of courts under the Criminal Procedures Code; and (b) the upgrade of ICT infrastructure in county, municipal, misdemeanor and commercial courts and in the Supreme Court.
4. Strengthening case management, including the organization of study tours, workshops and conferences, to: (a) design and develop improved case management methods and procedures; and (b) train court staff on new case management techniques.
5. Enhancing the efficiency of enforcement procedures, including the organization of study tours, workshops and conferences, to: (a) design and develop improved enforcement procedures; and (b) train court staff on new enforcement techniques.

Part B. Improving the efficiency of the State Attorney's Office (SAO)

Carrying out a program of civil works and provision of goods, services and training for:

1. Consolidating SAO's network, including refurbishment, rehabilitation, new construction activities and facilitating access for the disabled, to provide: (a) facilities for USKOK in the form of an infill addition to SAO's headquarters facilities in Zagreb and upgraded technical infrastructure; and (b) new space for the SAO in Pula in the form of space reconfiguration and rehabilitation of an existing vacant structure.
2. Strengthening the institutional capacity of the SAO, including the organization of study tours, workshops and conferences, to: (a) modernize SAO's headquarters' organizational structure, management roles and responsibilities, in line with the Criminal Procedures Code; and (b) develop standardized investigative procedures in line with said Code.
3. Upgrading and updating SAO's operational information systems, including: (a) the upgrade and upgrade of SAO's Case Tracking System (CTS) to include the new investigative functions granted to the SAO under the Criminal Procedures Code and include new case management techniques; (b) support to the national roll-out of the CTS; and (c) the upgrade and extension of SAO's ICT infrastructure to support CTS interconnectivity with other justice system entities.

Part C. Strengthening management functions of the Ministry of Justice

Provision of goods, services and training and the organization of study tours, conferences and workshops for:

1. Strengthening MOJ's resource and performance management capacity, including the design and development of a justice sector medium-term expenditure framework and performance indicator with a view to gradually linking budgets to: (a) performance through more effective budget development, management and execution; (b) capital investment programming; and (c) justice sector performance indicators.
2. Strengthening MOJ's information systems and information system management capacity, including: (a) the upgrade of MOJ's inmate information system, including the development of links to courts for servicing notices; (b) the implementation of an ICT asset management system; (c) the interconnection of information systems of key justice system entities; (d) the implementation of an integrated document management system; and (e) the strengthening of ICT technical and management skills of selected MOJ staff.

Part D. Support to Project management and implementation

Provision of goods, services and training and the organization of study tours, conferences and workshops for:

1. Monitoring, evaluation and change management, including the carrying out of surveys and the financing of Operating Costs to: (a) monitor, evaluate and disseminate

the Project's results and impact; and (b) initiate and sustain change management and outreach activities targeted to Project beneficiaries and stakeholders.

2. Supporting Project management and implementation, including the financing of Operating Costs to: (a) properly staff the core Project team; (b) manage Project activities, including the hiring of technical expertise and handling procurement, financial management, monitoring and evaluation, reporting and outreach and communication arrangements; and (c) support the Project's governance framework including the secretariat of the Project Steering Committee and related technical bodies.

3. Carrying out surveys of users of the justice system and dissemination activities, including publications.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

The Borrower, through the Ministry of Justice, shall carry out the Project in accordance with the following institutional and other arrangements:

1. The Project shall be implemented under the overall responsibility of the Ministry of Justice, with the Minister of Justice as Project Coordinator. To this end, the MOJ Project Team, which shall be headed by a Project Manager, shall be responsible for Project management and implementation, including Project monitoring and evaluation, reporting, disbursement, procurement, accounting and financial management arrangements.
2. The Borrower shall maintain the MOJ Project Team, at all times during Project implementation, with terms of reference, resources and with competent staff and experts in adequate numbers, all satisfactory to the Bank.
3. The Borrower shall maintain the Steering Committee, at all times during Project implementation, with a composition, resources and terms of reference satisfactory to the Bank. The Steering Committee, which shall be chaired by the Minister of Justice, shall be responsible for the strategic oversight and coordination of Project activities, and shall be supported by technical working groups on, respectively, ICT, civil works, resource management, case management, and enforcement. The MOJ Project Team shall perform secretariat functions for the Steering Committee and said technical working groups.

B. Implementation Covenants

1. The Borrower, through the Ministry of Justice, shall:
 - (a) duly perform all obligations under the Project Operational Manual, including the Project implementation plan, in a timely manner and in accordance with their respective terms, and apply and implement, as the case may be, the actions, criteria, policies, procedures and arrangements therein set forth; and
 - (b) not amend or waive, or permit to be amended or waived the Project Operational Manual or any provision thereof, except with the prior written approval of the Bank.
2. The Borrower shall, at all times during Project implementation, cause the MOJ, the SAO and the courts and prosecution offices participating in the implementation of the

Project to include adequate allocations in their respective budgets to: (a) ensure the proper operation and maintenance of ICT systems developed under the Project; and (b) provide ICT systems related training to relevant staff of the MOJ, courts and prosecutors' offices.

3. For purposes of Parts A.1 and B.1 of the Project, the Borrower, through the Ministry of Justice, shall ensure that buildings, facilities and structures where construction, rehabilitation, renovation or additions are undertaken under the Project are adequately maintained and provide adequate access for the disabled.

4. The Borrower shall:

(a) cause MOJ and the Steering Committee to hold semi-annual consultations with a broad set of stakeholders, including, but not limited to, the Bar Associations, association of notaries, civil society, chambers of commerce, academic institutions, the media and the Borrower's development partners, with a view to: (i) sharing information on Project progress and results measured against Project targets and expected outcomes; and (ii) promoting a consensus on the design and adoption of performance indicators for the Borrower's justice system;

(b) cause MOJ, the Supreme Court, the SAO, SAO offices and courts participating in the implementation of the Project to publish, on their respective public website, at least on a quarterly basis, information in relation to: (i) Project implementation progress; (ii) the related ICMS and CTS performance data, as the case may be; and (iii) the relevant Project performance indicators; and

(c) cause MOJ to design and develop, within twenty-four (24) months following the Effectiveness Date, a medium-term expenditure framework for the justice sector, in form and substance satisfactory to the Bank, which shall include, but not be limited to: (i) a top-down estimate of aggregate resources available for justice sector public expenditures consistent with macro-economic stability; (ii) bottom-up estimates of the costs of carrying out both existing and new justice system reform policies; (iii) a framework reconciling the costs referred to in the preceding sub-paragraph (ii) with aggregate resources and prioritizing an expenditure and capital investment program for the justice sector, based on a justice sector public expenditure and institutional review and a financing options study for the proposed Zagreb Judicial Square, taking into account facilities and asset management issues; (iv) a set of justice sector performance indicators; and (v) an action plan for improving justice sector resource management.

C. Anti-Corruption

The Borrower, through the Ministry of Justice, shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Safeguards

1. The Borrower, through the Ministry of Justice, shall:

(a) duly perform all obligations under the Environmental Management Plans in a timely manner and in accordance with their respective terms, and apply and implement, as the case may be, the actions, criteria, policies, procedures and arrangements therein set forth; and

(b) not amend or waive, or permit to be amended or waived the Environmental Management Plans or any provision thereof, except with the prior written approval of the Bank.

2. The Borrower, through the Ministry of Justice, shall ensure that no land acquisition or resettlement shall be required under the Project.

Section II. Project Monitoring Reporting and Evaluation

A. Project Reports

1. The Borrower, through the Ministry of Justice, shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of performance indicators agreed with the Bank. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Bank not later than forty five (45) days after the end of the period covered by such report.

2. For purposes of Section 5.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Bank not later than six (6) months after the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Borrower shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Borrower, through the Ministry of Justice, shall prepare and furnish to the Bank, not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Bank.

3. The Borrower shall have its Financial Statements audited in accordance with the provisions of Section 5.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Borrower, commencing with the fiscal year in which the first withdrawal was made under the Preparation

Advance for the Project. The audited Financial Statements for each such period shall be furnished to the Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. **Goods and Works.** All goods and works required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Section.

3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding procedures.

2. **Other Methods of Procurement of Goods and Works.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) National Competitive Bidding , subject to the additional procedures stipulated in the Annex to this Schedule
(b) Shopping
(c) Direct Contracting

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.

2. **Other Methods of Procurement of Consultants' Services.** The following table specifies the methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) Quality Based Selection
(b) Fixed Budget Selection
(c) Least Cost Selection
(d) Consultant Qualification
(e) Single Source Selection
(f) Individual Consultants
(g) Sole Source basis for individual consultants

D. Review by the Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post Review by the Bank.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank shall specify by notice to the Borrower (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan ("Category"), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

Category	Amount of the Loan Allocated (expressed in Euro)	Percentage of Expenditures to be financed
(1) Civil works, goods, consultants' services, training, workshops, study tours and Operating Costs	25,532,369	100%
(2) Refund of the Preparation Advance	467,631	Amount payable pursuant to Section 2.07 (a) of the General Conditions
TOTAL AMOUNT	<u>26,000,000</u>	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

(a) from the Loan Account (other than to repay the Preparation Advance) until the Bank has received payment in full of the Front-end Fee; or

(b) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed EUR 500,000 equivalent may be made for payments made prior to this date but on or after March 1, 2010 for Eligible Expenditures under Category (1).

2. The Closing Date is June 30, 2015.

**ANNEX
TO
SCHEDULE 2**

For the purposes of following National Competitive Bidding procedures in the procurement of goods, services (other than consultants' services) and works to be financed under the Loan, the following modifications and additions shall apply:

1. Procedures

The public bidding method shall apply to all contracts. Invitations to bid shall be advertised in the Borrower's Official Gazette (*Narodne Novine*) and in at least one widely circulated national daily newspaper or on the website of the Ministry of Justice, allowing a minimum of thirty (30) days for the preparation and submission of bids.

2. Assessment of Bidders' Qualifications

When pre-qualification shall be required for large or complex contracts, invitations to pre-qualify for bidding shall be advertised in the Borrower's Official Gazette (*Narodne Novine*) and in at least one widely circulated national daily newspaper a minimum of thirty (30) days prior to the deadline for the submission of pre-qualification applications. Minimum experience, technical and financial requirements shall be explicitly stated in the pre-qualification documents, which shall be determined by a 'pass/fail' method, not through the use of a merit point system. Where pre-qualification is not used, the qualifications of the bidder who is recommended for award of contract shall be assessed by post-qualification, applying minimum experience, technical and financial requirements which shall be explicitly stated in the bidding documents.

3. Participation of Government-owned Enterprises

Government-owned enterprises located and operating on the Borrower's territory shall be eligible to participate in bidding only if they can establish, to the Bank's satisfaction, that they are legally and financially autonomous, operate under commercial laws and are not a dependent agency of the Borrower's government. Said enterprises shall be subject to the same bid and performance security requirements as other bidders.

4. Bidding Documents

The Borrower shall use appropriate bidding documents that are acceptable to the Bank.

5. Bid Submission, Opening and Evaluation

(a) Bids shall be submitted in a single envelope containing the bidder's qualification information, technical and price bids, which shall be opened simultaneously at the public bid opening.

(b) Bids shall be opened in public, immediately after the deadline for submission of bids. The name of the bidder, the total amount of each bid and any discounts offered shall be read aloud and recorded in the minutes of the public bid opening.

(c) The evaluation of bids shall be done in strict adherence to the monetarily quantifiable criteria specified in the bidding documents and a merit point system shall not be used.

(d) Extension of bid validity shall be allowed once only for not more than thirty (30) days. No further extensions should be granted without the prior approval of the Bank.

(e) Contracts shall be awarded to qualified bidders having submitted the lowest evaluated substantially responsive bid.

(f) No preference shall apply under National Competitive Bidding.

6. Price Adjustment

Civil works contracts of long duration (e.g., more than eighteen (18) months) shall contain an appropriate price adjustment clause.

7. Rejection of All Bids

(a) All bids shall not be rejected and new bids solicited without the Bank's prior written concurrence.

(b) When the number of bids received is less than two, re-bidding shall not be carried out without the Bank's prior concurrence.

8. Securities

Bid securities should not exceed two percent (2%) of the estimated cost of the contract; and performance securities not more than ten percent (10%). No advance payments shall be made to contractors without a suitable advance payment security. The wording of all such securities shall be included into the bidding documents and shall be acceptable to the Bank.

SCHEDULE 3

Amortization Schedule

The Borrower shall repay the principal amount of the Loan in full on October 15, 2027.

APPENDIX

Section I. Definitions

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised in October 2006.
4. “Criminal Procedures Code” means the Borrower’s Criminal Procedures Code dated December 15, 2008 (Official Gazette No. 152-2008), as the same may be amended from time to time.
5. “CTS” means Case Tracking System.
6. “Environmental Management Plans” and “EMPs” means the environmental management plans prepared by the Borrower, dated December 23, 2009, and satisfactory to the Bank, for the Project sites in, respectively, Zagreb, Pula, Karlovac and Split, setting forth a set of mitigation, monitoring, and institutional measures to be taken during Project implementation to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels, to adequately handle potential chance finds, and including the actions needed to implement these measures.
7. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for Loans”, dated July 1, 2005 (as amended through February 12, 2008) with the modifications set forth in Section II of this Appendix.
8. “ICT” means information and communications technology.
9. “ICMS” means the Integrated Case Management System.
10. “Ministry of Finance” means the Borrower’s Ministry of Finance, and any successor thereto.
11. “Ministry of Justice” or “MOJ” means the Borrower’s Ministry of Justice, and any successor thereto.

12. "MOJ Project Team" means the Project Team established within MOJ pursuant to Decision No. 700-01/10-01/524 of the Minister of Justice dated February 16, 2010, and maintained in accordance with Section I.A, paragraph 1 of Schedule 2 to this Agreement.
13. "Operating Costs" means the reasonable and necessary incremental expenditures on account of Project implementation, management, coordination, and monitoring and evaluation, as approved by the Bank on the basis of budgets acceptable to the Bank, and including, *inter alia*, the costs of: (i) rental of, and fuel for vehicles used for Project implementation and supervision; (ii) utilities and telecommunication costs; (iii) organization of workshops; (iv) training, capacity building and fees paid to experts hired for the purposes of the Project, and excluding civil servants' salaries; (iii) travel costs and per diems, including for officials and experts participating in the implementation of the Project; (iv) consumable office supplies; (v) communication and advertisements, printing and publications; (vi) costs of translation and interpretation; (vii) acquisition of financial management software; and (viii) bank charges.
14. "Preparation Advance" means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Bank to the Borrower pursuant to the letter agreement signed on behalf of the Bank on March 18, 2008, and on behalf of the Borrower on August 1, 2008.
15. "Procurement Guidelines" means the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the Bank in May 2004 and revised in October 2006.
16. "Procurement Plan" means the Borrower's procurement plan for the Project, dated February 17, 2010, and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
17. "Project Operational Manual" means the Project operational manual adopted by the Borrower pursuant to Section 5.01 of this Agreement, setting forth the operational and administrative responsibilities, procedures and rules for the implementation of the Project, including financial management procedures and the Project implementation plan.
18. "SAO" means the State Attorney's Office.
19. "Steering Committee" means the Project Steering Committee established for the Project by the Borrower pursuant to Decision No. 700-01/10-01/525 of the Minister of Justice dated February 16, 2010, and maintained in accordance with Section I.A, paragraph 1 of Schedule 2 to this Agreement.

20. “USKOK” means the Borrower’s Office for the prevention of Corruption and Organized Crime.

Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

1. Paragraph (a) of Section 2.07 is modified to read as follows:

“Section 2.07. Refinancing Preparation Advance; Capitalizing Front-end Fee and Interest

(a) If the Loan Agreement provides for the repayment out of the proceeds of the Loan of an advance made by the Bank or the Association (“Preparation Advance”), the Bank shall, on behalf of such Loan Party, withdraw from the Loan Account on or after the Effective Date the amount required to repay the withdrawn and outstanding balance of the advance as at the date of such withdrawal from the Loan Account and to pay all accrued and unpaid charges, if any, on the advance as at such date. The Bank shall pay the amount so withdrawn to itself or the Association, as the case may be, and shall cancel the remaining unwithdrawn amount of the advance.”

2. Paragraph (l) of Section 7.02 is modified to read as follows:

“Section 7.02. Suspension by the Bank

... (l) *Ineligibility.* The Bank or the Association has declared the Borrower (other than the Member Country) or the Project Implementing Entity ineligible to receive proceeds of any financing made by the Bank or the Association or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the Bank or the Association, as a result of a determination by the Bank or the Association that the Borrower or the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by the Bank or the Association.”

3. The following terms and definitions set forth in the Appendix are modified or deleted as follows, and the following new terms and definitions are added in alphabetical order to the Appendix as follows, with the terms being renumbered accordingly:

- (a) The term “Project Preparation Advance” is modified to read “Preparation Advance” and its definition is modified to read as follows:

“‘Preparation Advance’ means the advance referred to in the Financing Agreement and repayable in accordance with Section 2.07.”

- (b) The definition of the term “Conversion Date” is modified to read as follows:

“‘Conversion Date’ means, in respect of a Conversion, the Execution Date (as herein defined) or such other date as requested by the Borrower and accepted by the Bank, on which the Conversion enters into effect, and as further specified in the Conversion Guidelines.”