

**Klasa:** 441-03/10-01/09

**Urbroj:** 5030114-11-4

**Zagreb,** 8. travnja 2011.

## **PREDSJEDNIKU HRVATSKOGA SABORA**

**Predmet:** Prijedlog zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt integracije u EU Natura 2000, s Konačnim prijedlogom zakona

Na temelju članka 84. Ustava Republike Hrvatske (Narodne novine, br. 56/90, 135/97, 8/98 – pročišćeni tekst, 113/2000, 124/2000 – pročišćeni tekst, 28/2001, 41/2001 – pročišćeni tekst, 55/2001 – ispravak, 76/2010 i 85/2010 – pročišćeni tekst) i članaka 129. i 159. Poslovnika Hrvatskoga sabora (Narodne novine, br. 71/2000, 129/2000, 117/2001, 6/2002 – pročišćeni tekst, 41/2002, 91/2003, 58/2004, 69/2007, 39/2008 i 86/2008), Vlada Republike Hrvatske podnosi Prijedlog zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt integracije u EU Natura 2000, 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 Jasena Mesića, ministra kulture, Zorana Šikića i mr. sc. Ninu Obuljen, državne tajnike u Ministarstvu kulture, te Antu Mandarića i Korneliju Pintarić, ravnatelje u Ministarstvu kulture.

**PREDSJEDNICA**

Jadranka Kosor, dipl. iur.

**PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU  
IZMEĐU REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU I  
RAZVOJ ZA PROJEKT INTEGRACIJE U EU NATURA 2000,  
S KONAČNIM PRIJEDLOGOM ZAKONA**

**PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU  
IZMEĐU REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU  
I RAZVOJ ZA PROJEKT INTEGRACIJE U EU NATURA 2000**

**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 integracije u EU Natura 2000 sadržana je u odredbi članka 140. stavak 1. Ustava Republike Hrvatske (Narodne novine, br. 56/90, 135/97, 8/98 - pročišćeni tekst, 113/2000, 124/2000 - pročišćeni tekst, 28/2001, 41/2001 - pročišćeni tekst, 55/2001 - ispravak, 76/2010 i 85/2010 - pročišćeni tekst).

**II. OCJENA STANJA I CILJ KOJI SE ZAKONOM ŽELI POSTIĆI**

**1. Ocjena stanja**

Međunarodna banka za obnovu i razvoj (u daljnjem tekstu: IBRD) jedna je od međunarodnih financijskih institucija u okviru Grupacije Svjetske banke utemeljena u srpnju 1945. godine u Bretton Woodsu, Sjedinjene Američke Države. 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 (u daljnjem tekstu: MMF) i drugim međunarodnim financijskim organizacijama na temelju sukcesije (Narodne novine broj 89/92), Ministarstvo financija 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.

IBRD je za Republiku Hrvatsku najvažnija međunarodna financijska institucija koja kontinuirano i svestrano podupire ekonomsko-socijalni razvitak i reforme na putu prema tržišnoj ekonomiji. 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. 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.

Otkako je Republika Hrvatska postala članicom Svjetske banke, Banka Republici Hrvatskoj aktivno pruža financijsku i tehničku pomoć, savjete i analitičke usluge. IBRD je Republici Hrvatskoj odobrio 47 zajmova vrijednosti 2,15 milijardi EUR i 51 darovnicu u vrijednosti od oko 72 milijuna USD.

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

Vlada Republike Hrvatske je odobrila navedenu Strategiju na sjednici 31. srpnja 2008., a potom ju je prihvatio i Odbor izvršnih direktora Svjetske banke u Washingtonu, na sjednici održanoj 30. rujna 2008. 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 Republike Hrvatske, 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.

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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 integracije u EU Natura 2000, od 25. studenoga 2010. godine, ovlašteno hrvatsko izaslanstvo obavilo je u periodu od 30. studenoga do 2. prosinca 2010. godine završne pregovore s IBRD-om o predmetnom Ugovoru.

Vlada Republike Hrvatske je Zaključkom, od 23. prosinca 2010. godine, prihvatila Izvješće s pregovora, te ovlastila ministricu financija da potpiše Ugovor o zajmu. Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt integracije u EU Natura 2000, potpisan je 22. veljače 2011. godine.

### **2. Cilj koji se zakonom želi postići**

Sklapanje Ugovora o zajmu za Projekt integracije u EU Natura 2000 predlaže se radi jačanja sustava zaštite prirode i uspostave integrirane ekološke mreže, obveze koja proizlazi za sve države članice Europske unije temeljem Direktive Vijeća 92/43/EEZ od 21. svibnja 1992. o zaštiti prirodnih staništa i divlje faune i flore (Direktiva o staništima) i Direktive Vijeća 2009/147/EZ od 30. studenog 2009. o očuvanju divljih ptica (Direktiva pticama).

Ciljevi Projekta su: (i) pružanje podrške parkovima i županijskim javnim ustanovama pri implementaciji Natura 2000 ciljeva u investicijske programe; (ii) jačanje kapaciteta za izvještavanje temeljem zahtjeva EU i praćenje biološke raznolikosti; i (iii) uvođenje programa koji uključuju širu grupu dionika u upravljanje Natura 2000 mrežom.

Ukupan iznos zajma za realizaciju Projekta je 20,80 milijuna EUR.

Prema uvjetima dogovorenima tijekom pregovora glavnica zajma isplaćivati će se obročno, polugodišnje, svakog 15. svibnja i 15. studenoga, počevši od 15. svibnja, 2016. godine do 15. studenoga 2030. godine. Posljednji datum raspoloživosti zajma je 30. travnja 2016. godine.

Sredstva iz zajma moći će se povlačiti u skladu s 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 Svjetska banka odredi slanjem obavijesti Zajmoprimcu (uključujući i "Smjernice Svjetske banke za isplatu zajmova za projekte", od svibnja 2006., koje Svjetska banka povremeno revidira, te koje su primjenjive na ovaj Ugovor u skladu s navedenim uputama). Kategorije prihvatljivih izdataka koje se mogu financirati iz zajma su nabava roba, radova i usluga, obuka i operativni troškovi za Projekt, povrat predujma za pripremu i početna naknada koja će biti plaćena sredstvima zajma.

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### **OPIS ZAJMA**

zajmoprimac:	Republika Hrvatska
zajmodavac:	Međunarodna banka za obnovu i razvoj
iznos zajma:	20.800.000,00 EUR
namjena:	integracija u ekološku mrežu Europske unije Natura 2000
rok otplate:	20 godina uz početak na otplatu 5 godina
kamata:	šestomjesečni EURIBOR uvećan za fiksnu kamatnu maržu
dospijeća:	polugodišnja (15. svibnja i 15. studenog svake godine)
naknade:	početna naknada iznosi 0.25% iznosa glavnice zajma
rok korištenja:	posljednji datum raspoloživosti zajma/povlačenja je 30. travnja 2016. godine

### **III. OSNOVNA PITANJA KOJA SE TREBAJU UREDITI ZAKONOM**

Ovim se zakonom potvrđuje Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt integracije u EU Natura 2000, kako bi njegove odredbe u smislu članka 140. Ustava Republike Hrvatske postale dio unutarnjeg pravnog poretka Republike Hrvatske.

Ovim zakonom utvrđuje se način podmirivanja financijskih obveza koje nastaju za Republiku Hrvatsku kao zajmoprimca, određuje se središnje tijelo državne uprave u čijem je djelokrugu provedba Ugovora o zajmu, propisuju se uvjeti zajma, način podmirivanja financijskih obveza, opis i ciljevi Projekta, propisuju se metode nabava, te način i uvjeti financijskog upravljanja.

#### **IV. OCJENA POTREBNIH SREDSTAVA ZA PROVEDBU OVOGA ZAKONA**

Republika Hrvatska, temeljem Ugovora o zajmu za Projekt integracije u EU Natura 2000, obvezala se kao zajmoprimac redovito i u potpunosti izvršavati sve financijske obveze prema IBRD-u.

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 2011. do 2030. godine.

Uz sredstva zajma Svjetske banke od 20,8 milijuna EUR, Državni zavod za zaštitu prirode, nacionalni parkovi, parkovi prirode i županijske javne ustanove za upravljanje zaštićenih prirodnih vrijednosti pridonose osiguranim sredstvima u okvirnom iznosu od 2,88 milijuna EUR kroz pripremu dokumentacije za radove. Dodatno, Projektom će se podržati nastojanja cjelokupnog sektora za zaštitu prirode za financiranje predloženih infrastrukturnih projekata na Strukturne fondove Europske unije u planiranom iznosu od 20 milijuna EUR.

#### **V. PRIJEDLOG 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. 71/2000, 129/2000, 117/2001, 6/2002 - pročišćeni tekst, 41/2002, 91/2003, 58/2004, 69/2007, 39/2008 i 86/2008) i to u drugim osobito opravdanim razlozima, budući da je njegovo stupanje na snagu pretpostavka za povlačenje sredstava 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 zakonski prijedlog raspravi i prihvati po hitnom postupku, objedinjavajući prvo i drugo čitanje.

**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU  
IZMEĐU REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU  
I RAZVOJ ZA PROJEKT INTEGRACIJE U EU NATURA 2000**

**Članak 1.**

Potvrđuje se Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt integracije u EU Natura 2000, potpisan u Zagrebu, 22. veljače 2011. godine, u izvorniku na engleskom jeziku.

**Članak 2.**

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

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**ZAJAM BROJ 8021-HR**

**Ugovor o zajmu**

**(Projekt integracije u EU Natura 2000)**

**između**

**REPUBLIKE HRVATSKE**

**i**

**MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ**

**Sklopljen na dan 22. veljače 2011.**

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**UGOVOR O ZAJMU**

Ugovor sklopljen na dan 22. veljače 2011., između REPUBLIKE HRVATSKE ("Zajmoprimac") i MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ ("Banka"). Zajmoprimac i Banka sporazumjeli su se kako slijedi:

**ČLANAK I - OPĆI UVJETI; DEFINICIJE**

- 1.01. Opći uvjeti (kako su određeni u Dodatku ovom Ugovoru) čine sastavni dio ovog Ugovora.
- 1.02. Osim ako kontekst ne zahtijeva drugačije, izrazi pisani velikim 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 dvadeset milijuna i osamsto tisuća eura (EUR 20.800.000) ("Zajam") kao pomoć u financiranju projekta opisanog u Prilogu 1 ovome Ugovoru ("Projekt").
- 2.02. Zajmoprimac može povući sredstva Zajma u skladu s Odjeljkom IV. Priloga 2 ovome Ugovoru.
- 2.03. Početna naknada koju plaća Zajmoprimac jednaka je jednoj četvrtini postotka (0,25%) iznosa Zajma.
- 2.04. Kamata koju plaća Zajmoprimac za svako kamatno razdoblje bit će u iznosu jednakom referentnoj stopi za valutu zajma plus fiksna kamatna marža. Bez obzira na ranije spomenuto, ukoliko bilo koji dio povučenog iznosa zajma ostane neplaćen nakon roka dospijea, te se neplaćanje nastavi tijekom razdoblja od trideset (30) dana, tada će se kamata koju plaća Zajmoprimac izračunati kako je utvrđeno u Odjeljku 3.02 (e) Općih uvjeta.
- 2.05. Datumi plaćanja su 15. svibanj i 15. studeni u svakoj godini.
- 2.06. Iznos glavnice Zajma otplaćuje se u skladu s rasporedom otplate kako je iznesen u Prilogu 3 ovome Ugovoru.

**ČLANAK III - PROJEKT**

- 3.01. Zajmoprimac izražava obvezu provođenja ciljeva Projekta. U tu svrhu, Zajmoprimac će provesti Projekt putem Ministarstva kulture u skladu s odredbama članka V Općih uvjeta.

- 3.02. Bez ograničenja prema odredbama Odjeljka 3.01 ovog Ugovora, te osim ukoliko se Zajmoprimac i Banka ne usuglase drugačije, Zajmoprimac jamči izvođenje Projekta u skladu s odredbama Priloga 2 ovome Ugovoru.

#### **ČLANAK IV - STUPANJE NA SNAGU; PRESTANAK**

- 4.01. Rok stupanja na snagu je devedeset (90) dana nakon datuma sklapanja ovog Ugovora.

#### **ČLANAK V - PREDSTAVNIK; ADRESE**

- 5.01. Predstavnik Zajmoprimca je ministar financija.

- 5.02. Adresa Zajmoprimca je:

Ministarstvo financija  
Katančićeva 5  
10000 Zagreb  
Republika Hrvatska

Teleks:  
862-21215  
862-21833

Faksimil:  
(385-1) 4922-598

- 5.03. Adresa banke:

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

Telegramska adresa:

Teleks:

Faksimil:

INTBAFRAD  
Washington, D.C.

248423(MCI) or  
64145(MCI)

1-202-477-6391

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

**REPUBLIKA HRVATSKA**

Martina Dalić, v.r.  
ovlaštena predstavnica

**MEĐUNARODNA BANKA ZA OBNOVU  
I RAZVOJ**

Peter C. Harrold, v.r.  
ovlašteni predstavnik

## PRILOG 1

### Opis Projekta

Ciljevi Projekta su: (i) pružanje podrške parkovima i županijskim javnim ustanovama pri implementaciji Natura 2000 ciljeva u investicijske programe; (ii) jačanje kapaciteta za izvještavanje temeljem zahtjeva EU i praćenje biološke raznolikosti; i (iii) uvođenje programa koji uključuju širu grupu dionika u upravljanje Natura 2000 mrežom.

Projekt se sastoji od sljedećih dijelova:

#### Dio I.: Ulaganja u ekološku mrežu

(i) Nabava roba, radova i konzultantskih usluga za davanje podrške odabranim ulaganjima u zaštićenim područjima i područjima ekološke mreže RH kako bi se pripomoglo promicanju i jačanju povezivanja s ciljevima Natura 2000.

(ii) Kupnja potrebne protupožarne opreme, sukladno Operativnom priručniku projekta, za obalne nacionalne parkove i parkove prirode i kupnja prioritetne tehničke opreme za Ministarstvo kulture i institucije u sustavu zaštite prirode.

#### Dio II.: Informacijski sustavi ekološke mreže

Nabava roba i konzultantskih usluga za: jačanje kapaciteta Državnog zavoda za zaštitu prirode da bi se pomoglo u planiranju, utvrđivanju prioriteta i inventarizaciji biološke raznolikosti i dopunjavanju informacijskog sustava u cilju ispunjavanja EU zahtjeva za izvještavanjem; terenski rad inventarizacije biološke raznolikosti i kartiranje stanišnih tipova, te praćenje stanja; konzultantske usluge za usklađivanje sustava podataka sa središnjim geo-portalom u skladu sa zahtjevima EU INSPIRE Direktive; te nadograđivanje računalnog softvera i hardvera.

#### Dio III.: Jačanje kapaciteta za upravljanje ekološkom mrežom

(i) Pomoć pri razvoju poljoprivredno-okolišnih mjera za područja Natura 2000 za: (a) utvrđivanje minimalnih kriterija višestruke sukladnosti koje se odnosi na područja Natura 2000; (b) razvijanje učinkovitog sustava inspeksijskog nadzora za pridržavanje uvjeta višestruke sukladnosti; (c) razvijanje dodatnih mjera za očuvanje staništa i vrsta od europskog interesa; i (d) razvijanje metodologije za izračun razina poljoprivredno-okolišnih plaćanja.

(ii) Poboljšanje određivanja granica zaštićenih područja kroz organiziranje pilot programa na dva izabrana zaštićena područja.

(iii) Razvijanje i uvođenje Programa za volontere u parkovima.

(iv) Procjena različitih mehanizama financiranja za zaštićena područja i poboljšanje sustava praćenja i diversifikacije financiranja zaštićenih područja.

(v) Pružanje podrške programu dugoročne i kontinuirane obuke djelatnika u zaštićenim područjima o pristupu programima EU fondova za zaštitu prirode, te alata za unapređenje upravljanja parkovima; učenje putem studijskih obilazaka i seminara; kampanja informiranja javnosti; te redizajniranje i implementacija programa edukacije nadzornika.

(vi) Upravljanje Projektom, uključujući davanje potpore financijskom upravljanju i funkcijama nabave, praćenje i ocjena.

## PRILOG 2

### Izvršenje Projekta

#### **Odjeljak I. Provedbeni dogovori**

##### **A. Institucionalni dogovori**

1. Zajmoprimac, putem MK, dodjeljuje cjelokupni pregled i provedbu Projekta Upravi za zaštitu prirode (UZP).
2. Zajmoprimac će osigurati da MK provodi Projekt u skladu s odredbama OPP i OPUO-a, te neće izmijeniti, opozvati ili odreći se niti jedne odredbe OPP ili OPUO-a bez prethodne suglasnosti Banke.
3. Zajmoprimac će održavati, tijekom i do završetka Projekta, Koordinacijski odbor projekta (KOP), kojim predsjedava državni tajnik za zaštitu prirode MK-a, te koji je osnovan Odlukom MK-a Klasa: 612-07/09-44/3 od 26. studenog 2009., od strane predstavnika tijela državne uprave, predstavnika civilnog društva i predstavnika Državnog zavoda za zaštitu prirode, nacionalnih parkova, parkova prirode i županijskih javnih ustanova. KOP će biti odgovoran za: (i) praćenje i nadziranje provedbe aktivnosti u okviru Projekta, (ii) koordinaciju aktivnosti Projekta sa programskim aktivnostima institucija koje su zastupljene u KOP-u i (iii) razmjenu informacija.
4. Zajmoprimac, putem MK, će održavati do završetka Projekta Jedinicu za provedbu projekta (JPP), smještenu unutar Odjela za strateško planiranje u zaštiti prirode i europske integracije (OSPZPEI) u okviru Uprave za zaštitu prirode, te osigurati da JPP funkcionira u svakom trenutku na način koji je prihvatljiv za Banku. JPP će biti odgovoran voditelju Projekta koji je ujedno i ravnatelj UZP, te će se sastojati od koordinatora projekta s punim radnim vremenom, stručnjaka za nabavu s punim radnim vremenom, stručnjaka za financijsko upravljanje s punim radnim vremenom te ekonomski stručnjak za praćenje i ocjenu s punim radnim vremenom.
5. Zajmoprimac, putem MK, će održavati do završetka Projekta Jedinicu za podršku projektu (JPP DZZP) unutar Državnog zavoda za zaštitu prirode (DZZP) koja će pružati Ministarstvu kulture stručnu podršku, podatke potrebne za planiranje i nabavu, te aktivnu pomoć pri provedbi zadataka navedenih u dijelu II Projekta. JPP DZZP će voditi ravnatelj DZZP-a, a činit će je stručnjaci iz DZZP-a.

##### **B. Anti-korupcijske mjere**

Zajmoprimac će osigurati provođenje Projekta u skladu s odredbama Anti-korupcijskih smjernica.

##### **C. Zaštitni mehanizmi**

1. Zajmoprimac će provesti aktivnosti Projekta u skladu s Okvirnim planom upravljanja okolišem (OPUO), te aktivnosti opisane u Prilogu 1, Dio I u skladu s OPUO i PUO-ima za pojedine lokacije usvojenima za svaku lokaciju gdje se izvršava ulaganje koje uključuje javne radove.

2. Zajmoprimac će: (a) prije nadmetanja za radove za ulaganja koja će se financirati slijedom Dijela I Projekta, razviti i usvojiti PUO-ve za svaku pojedinu lokaciju u skladu s obrascem ustanovljenim u OPUO-u; (b) obznaniti sve takve PUO-e i provesti valjane konzultacije u skladu s OUO-m; te (c) izvršiti aktivnosti Projekta slijedom Dijela I u skladu s OPUO-m i odgovarajućim PUO-m.

3. Zajmoprimac će provesti aktivnosti opisane u Prilogu 1, Dio I u skladu s Ocjenom prihvatljivosti za ekološku mrežu

## **Odjeljak II. Izvješćivanje o praćenju i ocjeni projekta**

### **A. Izvješća o projektu**

Zajmoprimac, putem Ministarstva kulture, će pratiti i ocjenjivati napredak Projekta i pripremati izvješća o projektu u skladu s odredbama Odjeljka 5.08 Općih uvjeta, te na osnovi pokazatelja koji su prihvatljivi za Banku. Svako izvješće o projektu pokrivat će razdoblje jednog (1) kalendarskog semestra, te će se dostavljati Banci najkasnije jedan (1) mjesec nakon kraja razdoblja pokrivenog tim izvješćem.

### **B. Financijsko upravljanje, financijska izvješća i revizije**

1. Zajmoprimac će održavati ili osigurati održavanje sustava financijskog upravljanja u skladu s odredbama Odjeljka 5.09 Općih uvjeta.

2. Bez ograničenja na odredbe Dijela A ovog Odjeljka, Zajmoprimac će pripremiti i dostaviti Banci, u roku od najviše četrdeset i pet (45) dana nakon kraja svakog kalendarskog kvartala, privremeno nerevidirano financijsko izvješće za Projekt koji pokriva taj kvartal, u obliku i sadržaju prihvatljivom za Banku.

3. Zajmoprimac daje na reviziju svoja financijska izvješća u skladu sa odredbama Odjeljka 5.09 (b) Općih uvjeta. Svaka revizija financijskih izvješća pokrivat će razdoblje jedne (1) fiskalne godine Zajmoprimca, započinjući sa fiskalnom godinom u kojoj je nastupilo prvo podizanje sredstava pripremnog predujma za Projekt. Revidirana financijska izvješća za svako takvo razdoblje dostavit će se Banci najkasnije šest (6) mjeseci nakon kraja navedenog razdoblja i javno će se obznaniti na način prihvatljiv za Banku.

## **Odjeljak III. Nabava**

### **A. Općenito**

1. **Robe i radovi.** Sve robe i radovi koji su potrebni za Projekt i koje treba financirati iz sredstava Zajma nabavit će se u skladu sa zahtjevima iznesenima ili navedenima u Odjeljku I Smjernica za nabavu, te s odredbama ovog Odjeljka.

2. **Konzultantske usluge.** Sve konzultantske usluge koje su potrebne za Projekt, koje će se financirati iz sredstava Zajma, bit će nabavljene u skladu sa zahtjevima iznesenima ili navedenima u Odjeljcima I i IV Smjernica za konzultante i po odredbama ovog Odjeljka.

3. **Definicije.** Izrazi ispisani velikim početnim slovima dolje u ovom Odjeljku, korišteni su kako bi se opisale pojedine metode nabave ili metode pregleda određenih ugovora od strane Banke, a odnose se na odgovarajuću metodu opisanu u Smjernicama za nabavu ili Smjernicama za konzultante, ovisno o kojem slučaju je riječ.

### **B. Pojedine metode nabave roba i radova**

1. **Međunarodno nadmetanje.** Osim ako nije drugačije utvrđeno stavkom 2 dolje, roba i radovi će se nabavljati u okviru ugovora sklopljenih na temelju postupka međunarodnog nadmetanja.

2. **Ostale metode nabave roba i radova.** Slijedeća tabela navodi metode nabave, pored međunarodnog nadmetanja, koje se mogu koristiti za robu i radove. Plan nabave će navesti okolnosti pod kojima se takve metode mogu koristiti.

<b>Metoda nabave</b>
(a) Domaće nadmetanje, podložno dodatnim postupcima navedenima u Dodatku ovom Prilogu
(b) Kupovina
(c) Izravno ugovaranje

### **C. Pojedine metode nabave konzultantskih usluga**

1. **Odabir temeljen na kvaliteti i trošku.** Osim ako nije drugačije utvrđeno stavkom 2, konzultantske usluge će biti nabavljene prema ugovorima dodijeljenima na osnovi Odabira temeljenog na kvaliteti i trošku.

2. **Ostale metode nabave konzultantskih usluga.** U tablici koja slijedi navedene su metode nabave, pored Odabira temeljenog na kvaliteti i trošku, koje se mogu koristiti za konzultantske usluge. Plan nabave će navesti okolnosti pod kojima se te metode mogu koristiti.

<b>Metoda nabave</b>
(a) Odabir temeljen na kvaliteti
(b) Odabir na temelju fiksnog proračuna
(c) Odabir na temelju najmanjeg troška
(d) Odabir na temelju kvalifikacija konzultanata

(e) Odabir jednog izvora
(f) Odabir pojedinačnih konzultanata u skladu s postupcima navedenim u stavcima 5.2 i 5.3 Smjernica za konzultante
(g) Odabir pojedinačnih konzultanata iz jednog izvora

#### **D. Pregled odluka o nabavi od strane Banke**

U Planu nabave će se navesti oni ugovori koji će biti predmetom prethodnog pregleda od strane Banke. Svi drugi ugovori biti će predmetom naknadnog pregleda od strane Banke.

### **Odjeljak IV. Povlačenje sredstava Zajma**

#### **A. Općenito**

1. Zajmoprimac može povući sredstva Zajma u skladu s odredbama članka II Općih uvjeta, ovog Odjeljka i dodatnih uputa koje Banka odredi slanjem obavijesti Zajmoprimcu (uključujući Smjernice Svjetske banke za isplate za projekte iz svibnja 2006., koje Banka povremeno revidira, te koje su primjenjive na ovaj Ugovor u skladu sa navedenim uputama), za financiranje prihvatljivih izdataka kako je navedeno u tablici u stavku 2 dolje.

2. Sljedeća tablica navodi kategorije prihvatljivih izdataka koji se mogu financirati iz sredstava Zajma ("Kategorije"), raspodjelu iznosa Zajma po svakoj kategoriji, te postotak izdataka koji će se financirati kao prihvatljivi izdaci u pojedinoj kategoriji.

<b>Kategorija</b>	<b>Dodijeljeni iznos Zajma (izraženo u EUR)</b>	<b>Postotak izdataka koji će se financirati</b>
(1) Robe, radovi, konzultantske usluge, obuka i operativni troškovi za Projekt	20,339,000	100%
(2) Povrat predujma za pripremu	409,000	Iznos plativ u skladu sa Odjeljkom 2.07 (a) Općih uvjeta
(3) Početna naknada	52,000	Iznos plativ prema Odjeljku 2.03 ovog Ugovora u skladu sa Odjeljkom 2.07 (b) Općih uvjeta
<b>UKUPNI IZNOS</b>	<b>20,800,000</b>	

3. U svrhu ovog Priloga, izrazi: (i) "obuka" znači izdatke koje je imao Zajmoprimac vezano uz aktivnosti unutar Dijela III Projekta, kao što su honorari trenera, smještaj, prijevoz, dnevnice polaznika obuke, te troškovi studijskog putovanja; (ii) "operativni troškovi" znače izdatke koje je imao Zajmoprimac radi provedbe Projekta za uredski pribor, komunalne usluge, bankovne naknade, komunikacijske alate, troškove oglašavanja, usluge prevođenja, prijevoz, osiguranje roba i plaće djelatnika JPP-a, uključujući potrebna socijalna davanja, ali isključujući plaće državnih službenika Zajmoprimca.



**B. Uvjeti povlačenja sredstava; Razdoblje povlačenja sredstava**

1. Bez obzira na odredbe Dijela A ovog Odjeljka, neće biti povlačenja sredstava s računa zajma za plaćanja koja su izvršena prije datuma ovog Ugovora, osim što se sredstva mogu povlačiti do ukupnog iznosa od najviše petsto tisuća eura (EUR 500,000) za plaćanja izvršena prije ovog datuma, ali na ili nakon 15. prosinca, 2010. za prihvatljive izdatke u kategoriji (1).
2. Završni datum je 30. travanj 2016.

## Dodatak Prilogu 2

### Dodatne odredbe za domaće nadmetanje

U svrhe pridržavanja postupaka domaćeg nadmetanja za robe, usluge (različite od konzultantskih usluga) i radova koja će se financirati u sklopu Zajma, primjenjivat će se sljedeće izmjene i dodaci:

(i) Postupci

Na sve ugovore primjenjivat će se postupak javnog nadmetanja. Poziv za podnošenje ponuda će se objaviti u službenom listu Zajmoprimca ("Narodne novine") i u barem u jednim domaćim dnevnim visokotiražnim novinama koje se distribuiraju u cijeloj zemlji ili na web stranicama Ministarstva kulture, dopuštavajući razdoblje od najmanje trideset (30) dana za pripremu i podnošenje ponuda.

(ii) Učešće poduzeća/ustanova u vlasništvu države

Poduzeća/ustanove u vlasništvu države koje imaju sjedište i posluju na državnom području Zajmoprimca imaju pravo sudjelovati u natječajima jedino ako mogu na način prihvatljiv Banci dokazati da su pravno i financijski samostalni, da posluju u skladu s trgovačkim pravom i da nisu agencije Vlade Zajmoprimca. Spomenuta poduzeća/ustanove podliježu istim zahtjevima vezanim za jamstva ponude i jamstva za izvršenje ugovora kao i ostali ponuđači.

(iii) Natječajna dokumentacija

Zajmoprimac će koristiti prikladnu natječajnu dokumentaciju prihvatljivu Banci.

(iv) Dostava ponuda, otvaranje i ocjena

- (1) Ponude će biti dostavljene u jednoj omotnici koja sadržava informacije o kvalifikacijama ponuđača, tehničku i financijsku ponudu, koja će biti otvorena istovremeno na javnom otvaranju ponuda.
- (2) Ponude će biti otvorene javno, neposredno poslije roka za dostavu ponuda. Ime ponuđača, ukupni iznos pojedine ponude i bilo kakvi ponuđeni popusti će biti pročitani naglas i evidentirani u zapisniku s javnog otvaranja ponuda.
- (3) Ocjena ponuda će biti provedena strogo pridržavajući se mjerljivih financijskih kriterija utvrđenih natječajnom dokumentacijom dok se sustav bodovanja neće koristiti.
- (4) Produljenje valjanosti ponuda biti će dopušteno samo jednom za period ne dulji od trideset (30) dana. Nikakva daljnja produljenja neće biti dopuštena bez prethodnog odobrenja Banke.
- (5) Ugovori će biti dodijeljeni kvalificiranim ponuđačima koji su podnijeli ponudu s najniže ocijenjenom cijenom, te sadržajno odgovarajuću prihvatljivu ponudu.

(6) U domaćem nadmetanju se neće koristiti nikakve povlastice.

(v) Prilagođavanje cijena

Ugovori za javne radove duljeg trajanja (tj. više od osamnaest (18) mjeseci) će sadržavati prikladnu točku za prilagođavanje cijena.

(vi) Odbijanje svih ponuda

(1) Sve ponude ne mogu biti odbijene i ponovno prikupljene bez da je isto prethodno usuglašeno s Bankom.

(2) Kada je broj zaprimljenih ponuda manji od dvije, ponovno prikupljanje ponuda se ne smije započeti bez da je isto prethodno usuglašeno s Bankom.

(vii) Jamstva

Jamstva ponuda ne smiju preći dva posto (2%) od procijenjene vrijednosti ugovora; dok jamstva za izvođenje ne smiju preći deset posto (10%). Predujmovi se neće isplaćivati izvođačima ugovora bez odgovarajućeg jamstva za isplatu predujma. Formulacije svih navedenih jamstava će biti uključeno u sve natječajne dokumente i prihvatljive Banci.

## PRILOG 3

### Plan amortizacije

1. Sljedeća tablica utvrđuje datume otplate glavnice Zajma te postotak ukupnog iznosa glavnice Zajma koji se plaća na svaki datum otplate glavnice (udjel otplatne rate). Ako su sredstva iz Zajma u potpunosti povučena do prvog datuma otplate glavnice, iznos glavnice Zajma koju otplaćuje Zajmoprimac na svaki datum otplate glavnice određuje Banka na način da pomnoži: (a) saldo povučenog Zajma na prvi datum otplate glavnice; s (b) udjelom otplatne rate za svaki datum otplate glavnice.

Datum otplate glavnice	Plativi iznos glavnice Zajma (izražen kao postotak)
Svakog 15. svibnja i 15. studenoga počevši od 15. svibnja 2016. do 15. studenog 2030.	3.33%
15. studenoga 2030.	3.43%

2. Ako sredstva zajma nisu u potpunosti povučena na prvi datum otplate glavnice, iznos glavnice Zajma koji Zajmoprimac treba otplatiti na svaki datum otplate glavnice će se odrediti na sljedeći način:

(a) Ako je bilo povlačenja sredstava zajma do prvog datuma otplate glavnice, Zajmoprimac će otplaćivati saldo povučenog Zajma na taj datum u skladu sa stavkom 1. ovoga Priloga.

(b) Iznosi povučeni nakon prvog datuma otplate glavnice otplatit će se na svaki datum otplate glavnice koji pada nakon datuma povlačenja, u iznosima koje će odrediti Banka množenjem iznosa svakog povlačenja s razlomkom, čiji brojnik čini izvorni iznos rate određen u tablici članka 1. ovog Priloga za navedeni datum otplate glavnice ("izvorni udjel otplatne rate") a nazivnik zbroj svih preostalih Izvornih udjela otplatne rate za datume otplate glavnice koji padaju na taj datum ili nakon tog datuma.

3. (a) Iznosi Zajma povučeni tijekom dva kalendarska mjeseca prije bilo kojeg datuma otplate glavnice će se, samo u svrhe računanja iznosa glavnice za otplatu na pojedini datum otplate glavnice, smatrati povučenim te neotplaćenim na drugi idući datum otplate glavnice koji slijedi nakon datuma povlačenja i treba ih otplatiti na svaki datum otplate glavnice, počevši s drugim idućim datumom otplate glavnice koji slijedi nakon datuma povlačenja.

(b) Bez obzira na odredbe podstavka (a) ovog stavka, ako Banka u bilo koje vrijeme usvoji sustav fakturiranja s datumima dospjeća, po kojem se fakture izdaju na dan ili nakon odgovarajućeg datuma otplate glavnice, odredbe tog podstavka više ne bi vrijedili ni za kakva povlačenja napravljena nakon usvajanja takvog sustava fakturiranja.

## DODATAK

### Odjeljak I. Definicije

1. "Anti-korupcijske smjernice" označavaju "Smjernice za prevenciju i borbu protiv prevare i zloporabe u projektima koji se financiraju zajmovima IBRD-a i zajmovima i darovnicama IDA", od 15. listopada, 2006. sa izmjenama iznesenima u Odjeljku II ovoga Dodatka.
2. "Kategorija" označava kategoriju kako je iznesena u tablici u Odjeljku IV Priloga 2 ovome Ugovoru.
3. "Smjernice za konzultante" označavaju "Smjernice: Odabir i angažman konzultanata od strane Zajmoprimaca Svjetske banke" koje je izdala Banka u svibnju 2004., te ih revidirala u listopadu 2006. i svibnju 2010.
4. "OSPZPEI" označava Odjel za strateško planiranje u zaštiti prirode i europske integracije u Upravi za zaštitu prirode (kako je u utvrđeno u daljnjem tekstu) Ministarstva kulture (kako je utvrđeno u daljnjem tekstu).
5. "Ocjena prihvatljivosti za ekološku mrežu" znači ocjenu bilo kojeg predloženog plana ili programa radi utvrđivanja implikacija na područja Natura 2000 s obzirom na ciljeve očuvanja i cjelovitost područja u skladu sa zahtjevima članka 6(3) EU Direktive o staništima broj 92/43/EEC od 21. svibnja 1992.
6. "OPUO" označava Okvirni plan upravljanja okolišem koji priprema Zajmoprimac za potrebe Projekta koji utvrđuje i ocjenjuje potencijalni utjecaj Projekta na okoliš, ukratko opisuje Projekt, pruža informacije o zakonskom i institucionalnom okviru za provedbu Projekta, definira opći kontekst za PUO-ve za pojedine lokacije, opisuje proces konzultiranja javnosti, utvrđuje šest podprojektnih kategorija (zgrade, putovi/staze, zgrade i putovi, špilje, ulaganja u morskom području - sidrenje i ostalo), te za te kategorije utvrđuje potencijalni utjecaj na okoliš i mjere ublažavanja rizika tijekom izgradnje i operativne faze.
7. "PUO" označava Planove upravljanja okolišem, izrađeni ili u izradi za svaku lokaciju ulaganja koja uključuje javne radove, u skladu s primjerom predočenim u OPUO-u, koji uključuje odgovarajuće praćenje stanja i mjere ublažavanja te ažurirane odredbe koje se odnose na građevinske dozvole.
8. "EU" označava Europsku uniju.
9. "EU INSPIRE Direktiva " označava Direktivu br. 2007/2/EC Europskog parlamenta i Vijeća od 14. ožujka, 2007.,a koja se odnosi na Infrastrukturu za informacije o prostornim podacima u Europskim zajednicama.
10. "Opći uvjeti" označavaju "Opće uvjete za zajmove Međunarodne banke za obnovu i razvoj", od 31. srpnja 2010.
11. "MK" označava Ministarstvo kulture Zajmoprimca ili bilo kojeg nasljednika istog.
12. "Natura 2000" označava ekološku mrežu područja očuvanja prirode Europske unije osnovanu prema Direktivi o staništima u EU broj 92/43/EEC od 21. svibnja, 1992.
13. "UZP" označava Upravu za zaštitu prirode unutar Ministarstva kulture.
14. "Parkovi i županijske javne ustanove" znači javne ustanove za upravljanje nacionalnim parkovima, parkovima prirode te ostalim zaštićenim područjima i ekološkom mrežom.

15. "Program volontera u parkovima" označava program za uvođenje volontera u sustav zaštite prirode koji je usredotočen na jačanje sposobnosti institucija za razvoj volonterskih programa i upravljanje volonterima, te pilot program i edukaciju prvih volontera.
16. "KOP" označava Koordinacijski odbor projekta osnovan temeljem Odluke MK, od 26. studenoga 2009., klasa: 612-07/09-44/3 .
17. "OPP" označava Operativni priručnik za Projekt, koji je pripremio Zajmoprimac, te je prihvatljiv Banci, a navodi se u stavku I.A.2 Priloga 2 ovoga Ugovora, opisuje operativnu i administrativnu odgovornost provedbe Projekta, postupke i pravila te uključuje i Okvirni plan upravljanja okolišem i financijsko upravljanje Projektom. Isti može biti povremeno izmijenjen uz prethodno pisano odobrenje Banke
18. "JPP" označava Jedinicu za provedbu projekta Zajmoprimca.
19. "Smjernice za nabavu" označavaju "Smjernice: Nabava prema zajmovima IBRD-a i zajmovima IDA" koje je izdala Banka u svibnju 2004., te revidirala u listopadu 2006. i svibnju 2010.
20. "Plan nabave" označava plan nabave Zajmoprimca za Projekt, od 01. prosinca 2010., kako se spominje u stavku 1.16 Smjernica za nabavu i stavku 1.24 Smjernica za konzultante, te koji će biti ažuriran po potrebi u skladu s odredbama spomenutih stavaka.
21. "JPP DZZP" označava Jedinicu za podršku projektu Zajmoprimca unutar DZZP-a, koju čine stručnjaci uključeni u provedbu projektnih aktivnosti povezanih s DZZP-om, kako se navodi se u stavku I.A.5 Priloga 2 ovoga Ugovora.
22. "DZZP" označava Državni zavod za zaštitu prirode Zajmoprimca, ili bilo kojeg slijednika istoga.
23. "Strukturni fondovi" označavaju financijske programe Europske unije za države članice EU koji se sastoje od Europskog fonda za regionalni razvoj i Europskog socijalnog fonda.

## **Odjeljak II. Izmjene Anti-korupcijskih smjernica**

Izmjene Anti-korupcijskih smjernica su kako slijedi:

1. Odjeljak 5 je ponovno numeriran kao Odjeljak 5(a) i novi Odjeljak 5(b) je dodan, te glasi kako slijedi:
 

"... (b) Ovim Smjericama se također predviđaju sankcije i vezane radnje koje će provesti Banka prema Zajmoprimcima (ako nisu države članice) i svim ostalim pojedincima ili organizacijama koje su primatelji sredstava Zajma, u slučaju da je Zajmoprimac ili pojedinac ili organizacija bila odbijena jer je drugi financijer ustvrdio da je Zajmoprimac ili pojedinac ili organizacija bila umiješana u nepoštene, korupcijske, prisilne ili tajno dogovorene postupke u vezi s upotrebom sredstava financiranja takvog financijera."
2. Odjeljak 11(a) je izmijenjen i glasi kako slijedi:
 

"... (a) sankcija u skladu sa prevladavajućim sankcijskim politikama i postupcima Banke (fn13), Zajmoprimac (osim ako nije država članica) (fn14) ili pojedinac ili

organizacija, uključujući (ali ne ograničavajući se na) javno proglašavanje takvog Zajmoprimca, pojedinca ili organizacije neprihvatljivom, bilo vremenski neograničeno ili tijekom određenog razdoblja: (i) za dobivanje ugovora koji financira Banka; (ii) za dobivanje koristi od ugovora koji financira Banka, bilo financijski ili na drugi način, primjerice kao pod-ugovaratelj; te (iii) sudjelovanje na neki drugi način u pripremi ili provedbi predmetnog projekta ili bilo kojeg drugog projekta koji financira Banka u potpunosti ili djelomično, ukoliko Banka u bilo kojem trenutku ustanovi (fn 15) da je takav Zajmoprimac, pojedinac ili organizacija bila uključena u korupcijske, nepoštene, prisilne, tajno dogovorene ili opstruktivne prakse vezano uz korištenje sredstava zajma, ili ukoliko je drugi financijer s kojim je Banka sklopila ugovor o zajedničkom provođenju odluka o sprječavanju davanja sredstava proglasio takvu osobu ili organizaciju neprihvatljivom za primanje sredstava financiranja tog financijera ili na drugi način sudjelovanja u pripremi ili provedbi bilo kojeg projekta koji u potpunosti ili djelomično financira taj financijer jer je isti ustvrdio da je rečeni Zajmoprimac ili pojedinac ili organizacija bila uključena u nepoštene, korupcijske, prisilne ili tajno dogovorene postupke vezano uz korištenje sredstava financiranja tog financijera.

#### Bilješke:

"13. Pojedinac ili organizacija se može proglasiti neprihvatljivom za dobivanje ugovora koji financira Banka nakon završetka sankcijskih postupaka u skladu sa sankcijskim politikama i postupcima Banke ili u skladu sa postupcima privremene suspenzije ili rane privremene suspenzije u vezi sa sankcijskim postupcima koji su u tijeku ili koji će uslijediti nakon sankcije od strane drugog financijera s kojim je Banka ušla u dogovor oko unakrsnog sprječavanja davanja sredstava nakon što je takav financijer ustvrdio da je tvrtka ili pojedinac bio uključen u nepoštene, korupcijske, prisilne ili tajno dogovorene postupke vezano uz korištenje sredstava financiranja takvog financijera."

"14. Država članica uključuje dužnosnike i zaposlenike nacionalne vlade ili bilo koje njezine političke ili administrativne podrazrede, te poduzeća i agencije u vlasništvu vlade koje nisu prihvatljive za javljanje na natječaj prema stavku 1.8(b) Smjernica za nabavu ili sudjelovanje prema stavku 1.11 (c) Smjernica za konzultante."

"15. Banka je utemeljila Odbor za sankcije i vezane postupke, kako bi ustvrdila navedeno. Postupci Odbora za sankcije navode niz sankcija koje su dostupne Banci. Uz to, Banka je usvojila interni protokol koji opisuje postupak koji se mora slijediti u provedbi sprječavanja davanja sredstava ostalih financijera, te objašnjava kako će unakrsno sprječavanje davanja sredstava biti postavljeno na internetskog stranici Banke i na drugi način biti objavljeno zaposlenicima i ostalim dionicima."

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**LOAN NUMBER 8021-HR**

**Loan Agreement**

**(European Union Natura 2000 Integration Project)**

**between**

**REPUBLIC OF CROATIA**

**and**

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT**

**Dated February 22, 2011**

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**LOAN AGREEMENT**

Agreement dated February 22, 2011, 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 million and eight hundred thousand Euro (EURO 20,800,000) ("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.
- 2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Fixed Spread. 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 (e) of the General Conditions.
- 2.05. The Payment Dates are May 15 and November 15 in each year.
- 2.06. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.

### **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, through MOC 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 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 Minister of Finance.
- 5.02. The Borrower's Address is:

Ministry of Finance  
Katančičeva 5  
10000 Zagreb  
Republic of Croatia

Telex:	Facsimile:
862-21215	(385-1) 4922-598
862-21833	

- 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 Martina Dalić  
Authorized Representative

INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT

By Peter C. Harrold  
Authorized Representative

## **SCHEDULE 1**

### **Project Description**

The objectives of the Project are to: (i) support Park and County Public Institutions to implement Natura 2000 objectives in investment programs; (ii) strengthen capacity for EU-compliant reporting and biodiversity monitoring; and (iii) introduce programs that involve a wider group of stakeholders in Natura 2000 network management.

The Project consists of the following parts:

#### Part I: Ecological Network Investments

(i) Provision of works, goods, consultants' services for supporting selected protected area and national ecological network site driven investments in order to help demonstrate and strengthen integration of Natura 2000 objectives.

(ii) Purchasing the necessary fire prevention equipment for coastal nature and national parks, as identified in the POM, and priority technical equipment for MOC and its nature related institutions.

#### Part II: Ecological Network Data Systems

Provision of goods and consultants' services for: strengthening SINP capacity to help plan, prioritize, and organize biological inventory and populate data systems to fulfill the EU reporting requirements; carrying out of field work to perform biological inventory of species and habitat mapping and monitoring services; consultant services to harmonize data systems with a central geo-portal to meet EU INSPIRE Directive requirements; and provision of computer hardware and software upgrades.

#### Part III: Ecological Network Capacity Building

(i) Assistance for development of agri-environment measures for Natura 2000 sites designed to: (a) establish the minimum criteria for cross-compliance relating to Natura 2000 sites; (b) develop an efficient and effective inspection system for adherence to cross-compliance; (c) develop additional conservation measures for habitats and species of European interest; and (d) develop the methodology for calculating the agri-environment payment levels.

(ii) Improving protected areas border delineations, through organizing a pilot program at two selected protected areas.

(iii) Introducing and developing a Park Volunteer Program.

(iv) Assessment of various financing mechanisms for protected areas and improvement of systems to track and diversify protected areas financing.

(v) Supporting a program for long-term and continuous training of protected areas civil servant staff on access to EU grant programs for nature protection and tools to improve park management; learning through study tours and seminars; a public information campaign; and re-design and implement the MOC ranger training program.

(vi) Project management, including support for the financial management and procurement functions, monitoring and evaluation.

## SCHEDULE 2

### Project Execution

#### **Section I. Implementation Arrangements**

##### **A. Institutional Arrangements**

1. The Borrower, through MOC, shall assign the overall oversight and implementation of the Project to the Nature Protection Directorate (NPD).
2. The Borrower shall ensure that MOC carries out the Project in accordance with the provisions of the POM and the EMF, and shall not amend, waive or abrogate any provisions of the POM or EMF without the Bank's prior approval.
3. The Borrower shall maintain, during and until the completion of the Project, the Project Coordination Committee (PCC) chaired by the State Secretary for Nature Protection of MOC and formed, as described in the MOC Decision no. 612-07/09-44/3 dated November 26, 2009, by representatives from different government bodies, a representative of civil society and representatives of the State Institute for Nature Protection, the National Parks, Nature Parks, and County Public Institutions. The PCC shall be responsible for: (i) monitoring and supervising implementation of Project activities; (ii) coordination of Project activities with program activities of institutions represented in the PCC, and (iii) exchange of information.
4. The Borrower, through MOC, shall maintain, until the completion of the Project, a Project Implementation Unit (PIU), located within the Department for Strategic Planning in Nature Conservation and European Integration (DSPNCEI) under the NPD, and ensure that the PIU functions at all times in a manner satisfactory to the Bank. The PIU shall report to a Project Director who is the head of NPD and it shall be comprised of a full time project coordinator, full time procurement specialist, full time financial management specialist, a full time specialist in economics and monitoring and evaluation.
5. The Borrower, through MOC, shall maintain, until completion of the Project, a Project Support Unit (PSU) within the State Institute for Nature Protection (SINP) to provide the MOC with expertise knowledge, information for planning and procurement, and to actively help with implementation of tasks under Part II of the Project. The PSU shall be lead by the Director of SINP and shall consist of SINP experts.

##### **B. Anti-Corruption**

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

### **C. Safeguards**

1. The Borrower shall implement the Project activities in accordance with the Environmental Management Framework (EMF) and shall conduct the activities described in Schedule 1, Part I in accordance with the EMF and the specific site EMPs adopted for each investment site involving civil works.
2. The Borrower shall: (a) prior to tendering of works for investments to be financed under Part I of the Project, develop and adopt site specific EMPs for each of the respective site in accordance with the template incorporated in the EMF; (b) disclose such EMPs and conduct proper consultations in accordance with the EMF; and (c) carry out the Project activities under Part I in accordance with the EMF and the respective EMP.
3. The Borrower shall conduct the activities described in Schedule 1, Part I in accordance with the Ecological Network Impact Assessment (or Appropriate Assessment).

## **Section II. Project Monitoring Reporting and Evaluation**

### **A. Project Reports**

The Borrower, through MOC, 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 the indicators acceptable to the Bank. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Bank not later than one (1) month after the end of the period covered by such report.

### **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 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 and made publicly available in a manner acceptable to the Bank.

**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 procedure.
- 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.

<b>Procurement Method</b>
(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.



<b>Procurement Method</b>	
(a)	Quality Based Selection
(b)	Fixed Budget Selection
(c)	Least Cost Selection
(d)	Selection based on Consultant Qualification
(e)	Single Source Selection
(f)	Selection of Individual Consultants under procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines
(g)	Sole-source selection of 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.

<b>Category</b>	<b>Amount of the Loan Allocated (expressed in EUR)</b>	<b>Percentage of Expenditures to be financed</b>
(1) Goods, Works, Consultants' Services, Training, and Operating Costs for the Project	20,339,000	100%
(2) Refund of the Preparation Advance	409,000	Amount payable pursuant to Section 2.07 (a) of the General Conditions
(3) Front-end Fee	52,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
<b>TOTAL AMOUNT</b>	<b><u>20,800,000</u></b>	

3. For the purpose of this Schedule, the terms: (i) "Training" means expenditures incurred by the Borrower for activities under Part III of the Project, such as trainer honoraria; hotel, transport, travel, and per diems for trainees; and study tour expenses; and (ii) "Operating Costs" means expenditures incurred by the Borrower on account of the Project implementation for office supplies, utilities, bank charges, communication tools, advertisement fees, translation and interpretation services, transportation, insurance for goods and salaries for PIU staff, including qualified social charges, but excluding salaries for the Borrower's civil servants.

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made from the Loan Account for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed Euro five hundred thousand (EUR 500,000) may be made for payments made prior to this date but on or after December 15, 2010, for Eligible Expenditures under Category (1).

2. The Closing Date is April 30, 2016.

## **Annex to Schedule 2**

### **Additional Provisions for National Competitive Bidding**

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:

(i) 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 Culture, allowing a minimum of thirty (30) days for the preparation and submission of bids.

(ii) 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.

(iii) Bidding Documents

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

(iv) Bid Submission, Opening and Evaluation

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) Contracts shall be awarded to qualified bidders having submitted the lowest evaluated substantially responsive bid.

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

(v) Price Adjustment

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

(vi) Rejection of All Bids

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

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

(vii) 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

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share"). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date.

<b>Principal Payment Date</b>	<b>Installment Share (Expressed as a Percentage)</b>
On each May 15 and November 15 Beginning May 15, 2016 through November 15, 2030	3.33%
On November 15, 2030	3.43%

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:

(a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.

(b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date ("Original Installment Share") and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date.

3. (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.

(b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.

## **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 with the modifications set forth in Section II of this Appendix.
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 and May 2010.
4. "DSPNCEI" means the Department for Strategic Planning in Nature Conservation and European Integration established under Nature Protection Directorate (as hereinafter defined) of MOC (as hereinafter defined).
5. "Ecological Network Impact Assessment (or Appropriate Assessment)" means the assessment of any plan or program proposed to ascertain its implications for a Natura 2000 site in view of the site's conservation objectives in line with requirements of Article 6(3) of the EU Habitats Directive no. 92/43/EEC dated May 21, 1992.
6. "EMF" means the Environmental Management Framework prepared by the Borrower for the benefit of the Project that identifies and assesses the Project's potential environmental impacts, shortly describes the Project, provides information about legislative and institutional framework for the Project implementation, defines the general context of the site specific EMPs, describes the consultation with the public process, identifies six subproject groups (buildings, tracks / paths, buildings and paths, caves, sea investments - anchoring, and other), and for those groups identifies the potential environmental impacts and mitigation measures during construction and operation phase.
7. "EMPs" means Environmental Management Plans developed or to be developed for each investment site involving civil works, in accordance with the sample presented in the EMF, which includes appropriate environmental monitoring and mitigation plans and up-dated provisions regarding construction permit requirements.
8. "EU" means the European Union.
9. "EU INSPIRE Directive" means the Directive no. 2007/2/EC of the European Parliament and the Council dated March 14, 2007 regarding Infrastructure for Spatial Data Information in the European Communities.
10. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for Loans", dated July 31, 2010.

11. "MOC" means the Borrower's Ministry of Culture or any successor thereto.
12. "Natura 2000" means the European Union network of nature conservation areas established under the EU Habitats Directive no. 92/43/EEC dated May 21, 1992.
13. "NPD" means the Nature Protection Directorate established within MOC.
14. "Park and County Public Institutions" means the Borrower's public institutions for management of national parks and nature parks and other protected areas, as well as for management of the ecological network.
15. "Park Volunteer Program" means a program for introduction of volunteers in the nature protection system focused on strengthening capacities of institutions for development of volunteer programs and management of volunteers, and pilot and educate the first volunteers.
16. "PCC" means Project Coordination Committee as established through a MOC Decision No.612-07/09-44/3 dated November 26, 2009.
17. "POM" means the Project Operation Manual prepared by the Borrower and satisfactory to the Bank, referring to in paragraph I.A.2 of Schedule 2 of this Agreement, setting forth the operational and administrative responsibilities, procedures and rules for the implementation of the Project, and including the Environmental Management Framework, and financial management arrangements for the Project, as the same may be amended and supplemented from time to time with the Bank's prior written approval.
18. "PIU" means Project Implementation Unit of the Borrower.
19. "Procurement Guidelines" means the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the Bank in May 2004 and revised in October 2006 and May 2010.
20. "Procurement Plan" means the Borrower's procurement plan for the Project, dated December 1, 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.
21. "PSU" means the Borrower's Project Support Unit within the SINP, consisting of experts working in direct support to the Project activities related to SINP, as referred to in Schedule 2, Section I.A.5 in this Agreement.
22. "SINP" means the Borrower's State Institute for Nature Protection or any successor thereto.
23. "Structural Funds" means a European Union Grant Program for eligible EU Member States comprised of the European Regional Development Fund and European Social Fund.

## **Section II. Modifications to the Anti-Corruption Guidelines**

The modifications to the Anti-Corruption Guidelines are as follows:

1. Section 5 is re-numbered as Section 5(a) and a new Section 5(b) is added to read as follows:

"... (b) These Guidelines also provide for the sanctions and related actions to be imposed by the Bank on Borrowers (other than the Member Country) and all other individuals or entities who are recipients of Loan proceeds, in the event that the Borrower or the individual or entity has been debarred by another financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier."

2. Section 11(a) is modified to read as follows:

"... (a) sanction in accordance with prevailing Bank's sanctions policies and procedures (fn13) a Borrower (other than a Member Country) (fn 14) or an individual or entity, including (but not limited to) declaring such Borrower, individual or entity ineligible publicly, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; (ii) to benefit from a Bank-financed contract, financially or otherwise, for example as a sub-contractor; and (iii) to otherwise participate in the preparation or implementation of the project or any other project financed, in whole or in part, by the Bank, if at any time the Bank determines (fn 15) that such Borrower, individual or entity has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in connection with the use of loan proceeds, or if another financier with which the Bank has entered into an agreement for the mutual enforcement of debarment decisions has declared such person or entity ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier."

### **Footnotes:**

"13. An individual or entity may be declared ineligible to be awarded a Bank financed contract upon completion of sanctions proceedings pursuant to the Bank's sanctions policies and procedures, or under the procedures of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding, or following a sanction by another financier with whom the Bank has entered into a cross debarment agreement, as a result of a determination by such financier that the firm or individual has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier."



"14. Member Country includes officials and employees of the national government or of any of its political or administrative subdivisions, and government owned enterprises and agencies that are not eligible to bid under paragraph 1.8(b) of the Procurement Guidelines or participate under paragraph 1.11(c) of the Consultant Guidelines."

"15. The Bank has established a Sanctions Board, and related procedures, for the purpose of making such determinations. The procedures of the Sanctions Board sets forth the full set of sanctions available to the Bank. In addition, the Bank has adopted an internal protocol outlining the process to be followed in implementing debarments by other financiers, and explaining how cross-debarments will be posted on the Bank's website and otherwise be made known to staff and other stakeholders."

### **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 2011. do 2030. prema planovima otplate do konačne otplate zajma.

### **Članak 4.**

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

### **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.** propisano je da se potvrđuje Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt integracije u EU Natura 2000, a sukladno odredbi članka 140. stavak 1. Ustava Republike Hrvatske, 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 integracije u EU Natura 2000, 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 integracije u EU Natura 2000, podmiruju u skladu s odredbama propisa o izvršavanju državnog proračuna od 2011. do 2030. 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 integracije u EU Natura 2000 u djelokrugu središnjeg tijela državne uprave nadležnog za poslove zaštite prirode.

**Člankom 5.** utvrđuje se da na dan stupanja na snagu Zakona Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt integracije u EU Natura 2000 nije na snazi, te će se podaci o njegovom stupanju na snagu objaviti sukladno članku 30. stavku 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 integracije u EU Natura 2000.

**PRILOG:** Preslika teksta Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt integracije u EU Natura 2000, u izvorniku na engleskom jeziku

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LOAN NUMBER 8021-HR

# Loan Agreement

(European Union Natura 2000 Integration Project)

between

REPUBLIC OF CROATIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT

Dated *February 22*, 2011

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LOAN NUMBER 8021-HR

LOAN AGREEMENT

Agreement dated *February 22*, 2011, 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 million and eight hundred thousand Euro (EURO 20,800,000) ("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.
- 2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Fixed Spread. 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 (e) of the General Conditions.
- 2.05. The Payment Dates are May 15 and November 15 in each year.
- 2.06. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.

### 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, through MOC 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 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 Minister of Finance.
- 5.02. The Borrower's Address is:

Ministry of Finance  
Katančičeva 5  
10000 Zagreb  
Republic of Croatia

Telex:

862-21215  
862-21833

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.

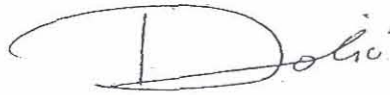
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64145(MCI)

1-202-477-6391

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

REPUBLIC OF CROATIA

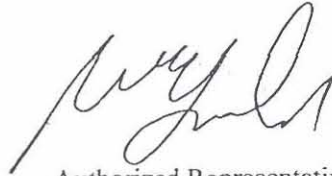
By

A handwritten signature in black ink, appearing to read "D. Dolic". The signature is written in a cursive style with a large, looped initial "D".

Authorized Representative

INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT

By

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Authorized Representative



## SCHEDULE 1

### Project Description

The objectives of the Project are to: (i) support Park and County Public Institutions to implement Natura 2000 objectives in investment programs; (ii) strengthen capacity for EU-compliant reporting and biodiversity monitoring; and (iii) introduce programs that involve a wider group of stakeholders in Natura 2000 network management.

The Project consists of the following parts:

#### Part I: Ecological Network Investments

(i) Provision of works, goods, consultants' services for supporting selected protected area and national ecological network site driven investments in order to help demonstrate and strengthen integration of Natura 2000 objectives.

(ii) Purchasing the necessary fire prevention equipment for coastal nature and national parks, as identified in the POM, and priority technical equipment for MOC and its nature related institutions.

#### Part II: Ecological Network Data Systems

Provision of goods and consultants' services for: strengthening SINP capacity to help plan, prioritize, and organize biological inventory and populate data systems to fulfill the EU reporting requirements; carrying out of field work to perform biological inventory of species and habitat mapping and monitoring services; consultant services to harmonize data systems with a central geo-portal to meet EU INSPIRE Directive requirements; and provision of computer hardware and software upgrades.

#### Part III: Ecological Network Capacity Building

(i) Assistance for development of agri-environment measures for Natura 2000 sites designed to: (a) establish the minimum criteria for cross-compliance relating to Natura 2000 sites; (b) develop an efficient and effective inspection system for adherence to cross-compliance; (c) develop additional conservation measures for habitats and species of European interest; and (d) develop the methodology for calculating the agri-environment payment levels.

(ii) Improving protected areas border delineations, through organizing a pilot program at two selected protected areas.

(iii) Introducing and developing a Park Volunteer Program.

(iv) Assessment of various financing mechanisms for protected areas and improvement of systems to track and diversify protected areas financing.

(v) Supporting a program for long-term and continuous training of protected areas civil servant staff on access to EU grant programs for nature protection and tools to improve park management; learning through study tours and seminars; a public information campaign; and re-design and implement the MOC ranger training program.

(vi) Project management, including support for the financial management and procurement functions, monitoring and evaluation.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### **A. Institutional Arrangements**

1. The Borrower, through MOC, shall assign the overall oversight and implementation of the Project to the Nature Protection Directorate (NPD).

2. The Borrower shall ensure that MOC carries out the Project in accordance with the provisions of the POM and the EMF, and shall not amend, waive or abrogate any provisions of the POM or EMF without the Bank's prior approval.

3. The Borrower shall maintain, during and until the completion of the Project, the Project Coordination Committee (PCC) chaired by the State Secretary for Nature Protection of MOC and formed, as described in the MOC Decision no. 612-07/09-44/3 dated November 26, 2009, by representatives from different government bodies, a representative of civil society and representatives of the State Institute for Nature Protection, the National Parks, Nature Parks, and County Public Institutions. The PCC shall be responsible for: (i) monitoring and supervising implementation of Project activities; (ii) coordination of Project activities with program activities of institutions represented in the PCC, and (iii) exchange of information.

4. The Borrower, through MOC, shall maintain, until the completion of the Project, a Project Implementation Unit (PIU), located within the Department for Strategic Planning in Nature Conservation and European Integration (DSPNCEI) under the NPD, and ensure that the PIU functions at all times in a manner satisfactory to the Bank. The PIU shall report to a Project Director who is the head of NPD and it shall be comprised of a full time project coordinator, full time procurement specialist, full time financial management specialist, a full time specialist in economics and monitoring and evaluation.

5. The Borrower, through MOC, shall maintain, until completion of the Project, a Project Support Unit (PSU) within the State Institute for Nature Protection (SINP) to provide the MOC with expertise knowledge, information for planning and procurement, and to actively help with implementation of tasks under Part II of the Project. The PSU shall be lead by the Director of SINP and shall consist of SINP experts.

##### **B. Anti-Corruption**

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

**C. Safeguards**

1. The Borrower shall implement the Project activities in accordance with the Environmental Management Framework (EMF) and shall conduct the activities described in Schedule 1, Part I in accordance with the EMF and the specific site EMPs adopted for each investment site involving civil works.
2. The Borrower shall: (a) prior to tendering of works for investments to be financed under Part I of the Project, develop and adopt site specific EMPs for each of the respective site in accordance with the template incorporated in the EMF; (b) disclose such EMPs and conduct proper consultations in accordance with the EMF; and (c) carry out the Project activities under Part I in accordance with the EMF and the respective EMP.
3. The Borrower shall conduct the activities described in Schedule 1, Part I in accordance with the Ecological Network Impact Assessment (or Appropriate Assessment).

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

**A. Project Reports**

The Borrower, through MOC, 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 the indicators acceptable to the Bank. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Bank not later than one (1) month after the end of the period covered by such report.

**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 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 and made publicly available in a manner acceptable to the Bank.

**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 procedure.
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)	Selection based on Consultant Qualification
(e)	Single Source Selection
(f)	Selection of Individual Consultants under procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines
(g)	Sole-source selection of 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 EUR)	Percentage of Expenditures to be financed
(1) Goods, Works, Consultants' Services, Training, and Operating Costs for the Project	20,339,000	100%
(2) Refund of the Preparation Advance	409,000	Amount payable pursuant to Section 2.07 (a) of the General Conditions
(3) Front-end Fee	52,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
<b>TOTAL AMOUNT</b>	<b><u>20,800,000</u></b>	

3. For the purpose of this Schedule, the terms: (i) "Training" means expenditures incurred by the Borrower for activities under Part III of the Project, such as trainer honoraria; hotel, transport, travel, and per diems for trainees; and study tour expenses; and (ii) "Operating Costs" means expenditures incurred by the Borrower on account of the Project implementation for office supplies, utilities, bank charges, communication tools, advertisement fees, translation and interpretation services, transportation, insurance for goods and salaries for PIU staff, including qualified social charges, but excluding salaries for the Borrower's civil servants.

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made from the Loan Account for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed Euro five hundred thousand (EUR 500,000) may be made for payments made prior to this date but on or after December 15, 2010, for Eligible Expenditures under Category (1).

2. The Closing Date is April 30, 2016.



**Annex to Schedule 2**  
**Additional Provisions for National Competitive Bidding**

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:

(i) 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 Culture, allowing a minimum of thirty (30) days for the preparation and submission of bids.

(ii) 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.

(iii) Bidding Documents

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

(iv) Bid Submission, Opening and Evaluation

- (1) 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.
- (2) 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.
- (3) 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.

- (4) 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.
  - (5) Contracts shall be awarded to qualified bidders having submitted the lowest evaluated substantially responsive bid.
  - (6) No preference shall apply under National Competitive Bidding.
- (v) Price Adjustment

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

(vi) Rejection of All Bids

- (1) All bids shall not be rejected and new bids solicited without the Bank's prior written concurrence.
- (2) When the number of bids received is less than two, re-bidding shall not be carried out without the Bank's prior concurrence.

(vii) 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**

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share"). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date.

Principal Payment Date	Installment Share (Expressed as a Percentage)
On each May 15 and November 15 Beginning May 15, 2016 through November 15, 2030	3.33%
On November 15, 2030	3.43%

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:

(a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.

(b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date ("Original Installment Share") and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date.

3. (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable

on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.

(b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.

## 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 with the modifications set forth in Section II of this Appendix.
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 and May 2010.
4. "DSPNCEI" means the Department for Strategic Planning in Nature Conservation and European Integration established under Nature Protection Directorate (as hereinafter defined) of MOC (as hereinafter defined).
5. "Ecological Network Impact Assessment (or Appropriate Assessment)" means the assessment of any plan or program proposed to ascertain its implications for a Natura 2000 site in view of the site's conservation objectives in line with requirements of Article 6(3) of the EU Habitats Directive no. 92/43/EEC dated May 21, 1992.
6. "EMF" means the Environmental Management Framework prepared by the Borrower for the benefit of the Project that identifies and assesses the Project's potential environmental impacts, shortly describes the Project, provides information about legislative and institutional framework for the Project implementation, defines the general context of the site specific EMPs, describes the consultation with the public process, identifies six subproject groups (buildings, tracks / paths, buildings and paths, caves, sea investments – anchoring, and other), and for those groups identifies the potential environmental impacts and mitigation measures during construction and operation phase.
7. "EMPs" means Environmental Management Plans developed or to be developed for each investment site involving civil works, in accordance with the sample presented in the EMF, which includes appropriate environmental monitoring and mitigation plans and up-dated provisions regarding construction permit requirements.
8. "EU" means the European Union.

9. "EU INSPIRE Directive" means the Directive no. 2007/2/EC of the European Parliament and the Council dated March 14, 2007 regarding Infrastructure for Spatial Data Information in the European Communities.
10. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for Loans", dated July 31, 2010.
11. "MOC" means the Borrower's Ministry of Culture or any successor thereto.
12. "Natura 2000" means the European Union network of nature conservation areas established under the EU Habitats Directive no. 92/43/EEC dated May 21, 1992.
13. "NPD" means the Nature Protection Directorate established within MOC.
14. "Park and County Public Institutions" means the Borrower's public institutions for management of national parks and nature parks and other protected areas, as well as for management of the ecological network.
15. "Park Volunteer Program" means a program for introduction of volunteers in the nature protection system focused on strengthening capacities of institutions for development of volunteer programs and management of volunteers, and pilot and educate the first volunteers.
16. "PCC" means Project Coordination Committee as established through a MOC Decision No.612-07/09-44/3 dated November 26, 2009.
17. "POM" means the Project Operation Manual prepared by the Borrower and satisfactory to the Bank, referring to in paragraph I.A.2 of Schedule 2 of this Agreement, setting forth the operational and administrative responsibilities, procedures and rules for the implementation of the Project, and including the Environmental Management Framework, and financial management arrangements for the Project, as the same may be amended and supplemented from time to time with the Bank's prior written approval.
18. "PIU" means Project Implementation Unit of the Borrower.
19. "Procurement Guidelines" means the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the Bank in May 2004 and revised in October 2006 and May 2010.
20. "Procurement Plan" means the Borrower's procurement plan for the Project, dated December 1, 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.

21. "PSU" means the Borrower's Project Support Unit within the SINP, consisting of experts working in direct support to the Project activities related to SINP, as referred to in Schedule 2, Section I.A.5 in this Agreement.
22. "SINP" means the Borrower's State Institute for Nature Protection or any successor thereto.
23. "Structural Funds" means a European Union Grant Program for eligible EU Member States comprised of the European Regional Development Fund and European Social Fund.

## **Section II. Modifications to the Anti-Corruption Guidelines**

The modifications to the Anti-Corruption Guidelines are as follows:

1. Section 5 is re-numbered as Section 5(a) and a new Section 5(b) is added to read as follows:

"... (b) These Guidelines also provide for the sanctions and related actions to be imposed by the Bank on Borrowers (other than the Member Country) and all other individuals or entities who are recipients of Loan proceeds, in the event that the Borrower or the individual or entity has been debarred by another financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier."
2. Section 11(a) is modified to read as follows:

"... (a) sanction in accordance with prevailing Bank's sanctions policies and procedures (fn13) a Borrower (other than a Member Country) (fn 14) or an individual or entity, including (but not limited to) declaring such Borrower, individual or entity ineligible publicly, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; (ii) to benefit from a Bank-financed contract, financially or otherwise, for example as a sub-contractor; and (iii) to otherwise participate in the preparation or implementation of the project or any other project financed, in whole or in part, by the Bank, if at any time the Bank determines (fn 15) that such Borrower, individual or entity has engaged in ~~corrupt, fraudulent, collusive, coercive or obstructive~~ practices in connection with the use of loan proceeds, or if another financier with which the Bank has entered into an agreement for the mutual enforcement of debarment decisions has declared such person or entity ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Borrower or the individual or entity has

engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

Footnotes:

“13. An individual or entity may be declared ineligible to be awarded a Bank financed contract upon completion of sanctions proceedings pursuant to the Bank’s sanctions policies and procedures, or under the procedures of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding, or following a sanction by another financier with whom the Bank has entered into a cross debarment agreement, as a result of a determination by such financier that the firm or individual has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

“14. Member Country includes officials and employees of the national government or of any of its political or administrative subdivisions, and government owned enterprises and agencies that are not eligible to bid under paragraph 1.8(b) of the Procurement Guidelines or participate under paragraph 1.11(c) of the Consultant Guidelines.”

“15. The Bank has established a Sanctions Board, and related procedures, for the purpose of making such determinations. The procedures of the Sanctions Board sets forth the full set of sanctions available to the Bank. In addition, the Bank has adopted an internal protocol outlining the process to be followed in implementing debarments by other financiers, and explaining how cross-debarments will be posted on the Bank’s website and otherwise be made known to staff and other stakeholders.”