



HRVATSKI SABOR

KLASA: 022-03/20-01/83

URBROJ: 65-20-02

Zagreb, 27. srpnja 2020.



Hs\*\*NP\*022-03/20-01/83\*65-20-02\*\*Hs

ZASTUPNICAMA I ZASTUPNICIMA  
HRVATSKOGA SABORA

PREDSJEDNICAMA I PREDSJEDNICIMA  
RADNIH TIJELA

Na temelju članaka 178. i 192. a u svezi članka 207.a Poslovnika Hrvatskoga sabora u prilogu upućujem *Konačni prijedlog zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt obnove nakon potresa i jačanja pripravnosti javnog zdravstva*, koji je predsjedniku Hrvatskoga sabora podnijela Vlada Republike Hrvatske, aktom od 24. srpnja 2020. godine.

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila dr. sc. Zdravka Marića, potpredsjednika Vlade Republike Hrvatske i ministra financija, Darka Horvata, ministra prostornoga uređenja, graditeljstva i državne imovine, te Antu Matijevića, glavnog državnog rizničara.

  
PREDSJEDNIK  
Gordan Jandroković



# P.Z. br. 4

VLADA REPUBLIKE HRVATSKE

Klasa: 022-03/20-11/22  
Urbroj: 50301-27/12-20-16

Zagreb, 24. srpnja 2020.



Hs\*\*NP\*022-03/20-01/83\*50-20-01\*\*Hs

REPUBLIKA HRVATSKA  
65 - HRVATSKI SABOR  
ZAGREB, Trg Sv. Marka 6

Primljeno: 27-07-2020		
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022-03/20-01/83	65	
Uredžbeni broj:	Pril.	Vrij.
50-20-01	1	(1)

PREDSJEDNIKU HRVATSKOGA SABORA

Predmet: Konačni prijedlog zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt obnove nakon potresa i jačanja pripravnosti javnog zdravstva

Na temelju članka 85. Ustava Republike Hrvatske (Narodne novine, br. 85/10 - pročišćeni tekst i 5/14 - Odluka Ustavnog suda Republike Hrvatske) i članka 207.a Poslovnika Hrvatskoga sabora (Narodne novine, br. 81/13, 113/16, 69/17, 29/18 i 53/20), Vlada Republike Hrvatske podnosi Konačni prijedlog zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt obnove nakon potresa i jačanja pripravnosti javnog zdravstva.

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila dr. sc. Zdravka Marića, potpredsjednika Vlade Republike Hrvatske i ministra financija, Darka Horvata, ministra prostornoga uređenja, graditeljstva i državne imovine, te Antu Matijevića, glavnog državnog rizničara.

REPUBLIKA HRVATSKA  
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PREDSJEDNIK  
dr. sc. Andrej Plenković

**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU  
IZMEĐU REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU  
I RAZVOJ ZA PROJEKT OBNOVE NAKON POTRESA I JAČANJA  
PRIPRAVNOSTI JAVNOG ZDRAVSTVA**

# KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU IZMEĐU REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ ZA PROJEKT OBNOVE NAKON POTRESA I JAČANJA PRIPRAVNOSTI JAVNOG ZDRAVSTVA

## I. USTAVNA OSNOVA ZA DONOŠENJE ZAKONA

Ustavna osnova za donošenje ovoga zakona sadržana je u odredbi članka 140. stavka 1. Ustava Republike Hrvatske (Narodne novine, br. 85/10 - pročišćeni tekst i 5/14 - Odluka Ustavnog suda Republike Hrvatske).

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

### Ocjena stanja

Međunarodna banka za obnovu i razvoj (International Bank for Reconstruction and Development, u daljnjem tekstu: IBRD) jedna je od međunarodnih financijskih institucija u okviru Grupacije Svjetske banke utemeljena u srpnju 1944. u Bretton Woodsu, SAD. Cilj IBRD-a je podrška misiji Grupacije Svjetske banke za iskorjenjivanjem ekstremnog siromaštva na manje od 3 % ukupne populacije i povećanje prosperiteta putem povećanja dohotka 40 % najsiromašnijeg dijela stanovništva u svakoj zemlji.

Republika Hrvatska punopravna je članica IBRD-a od 25. veljače 1993. Temeljem Zakona o prihvatanju članstva Republike Hrvatske u Međunarodnom monetarnom fondu i drugim međunarodnim financijskim organizacijama na temelju sukcesije (Narodne novine, broj 89/92), Ministarstvo financija Republike Hrvatske određeno je kao tijelo nadležno za suradnju s Grupacijom Svjetske banke te je ovlašteno u ime Republike Hrvatske obavljati sve poslove i transakcije koje su dopuštene prema statutima međunarodnih financijskih institucija u okviru te Grupe. Guverner za Republiku Hrvatsku u IBRD-u po funkciji je ministar financija, a zamjenik guvernera je državni tajnik u Ministarstvu financija.

Republika Hrvatska nalazi se u konstituciji IBRD-a kojoj je na čelu Nizozemska. Konstitucija koju zastupa Nizozemska uključuje 13 zemalja: Armenija, Bosna i Hercegovina, Bugarska, Cipar, Gruzija, Izrael, Hrvatska, Sjeverna Makedonija, Moldova, Nizozemska, Rumunjska, Ukrajina i Crna Gora. Izvršni direktor navedene konstitucije od 1. studenoga 2018. je Koen Davidse. Redoviti sastanci konstitucije održavaju se dan prije godišnjeg i proljetnog zasjedanja Grupacije Svjetske banke i Međunarodnog monetarnog fonda (u daljnjem tekstu: MMF).

Predsjednik Grupacije Svjetske banke od 5. travnja 2019. je David R. Malpass (SAD), koji je imenovan na petogodišnji mandat. Potpredsjednica Svjetske banke zadužena za Europu i Srednju Aziju je Anna Bjerde (od 1. svibnja 2020.). U Zagrebu je 1998. uspostavljen Ured Svjetske banke, a Elisabetta Capannelli, voditeljica Ureda Svjetske banke za Hrvatsku i Sloveniju vodi spomenuti Ured od 3. srpnja 2017.

IBRD je za Republiku Hrvatsku jedna od najvažnijih međunarodnih financijskih institucija koja kontinuirano i svestrano podupire ekonomsko-socijalni razvitak i daljnji razvoj tržišne ekonomije. Od početka 90-tih, kada su Republici Hrvatskoj drugi izvori financiranja bili zatvoreni, pa do danas ona je značajan izvor financiranja i katalizator reformskih prilagodbi. Financijska potpora i ukupna uloga IBRD-a prilagođava se potrebama obnove, izgradnje infrastrukture, strukturnih prilagodbi i sveukupnog razvitka Republike Hrvatske. Značajna financijska sredstva IBRD-a Republika Hrvatska koristi u vidu investicijskih i strukturnih zajmova dobivenih po povoljnijim financijskim uvjetima koje IBRD postiže na međunarodnom financijskom tržištu. Također, Republika Hrvatska koristi i Bančine savjetodavne usluge uz naknadu koje financira iz fondova Europske unije. Suradnja Republike Hrvatske s IBRD-om ima veliko ne samo financijsko, nego i šire značenje za održavanje makroekonomske stabilnosti i postizanje održivog gospodarskog rasta, a u čemu Republika Hrvatska surađuje i s MMF-om, te na što se nadovezuju aktivnosti koje se usko koordiniraju s Europskom komisijom. Otkako je Republika Hrvatska postala članicom, IBRD nam aktivno pruža financijsku i tehničku pomoć, savjete i analitičke usluge. Banka je Republici Hrvatskoj do danas odobrila 63 ugovora (od kojih su 43 dugoročna javna zajma i 20 zajmova uz državno jamstvo) u ukupnoj vrijednosti od 3,03 milijarde eura, što uz tehničku pomoć u obliku darovnica pruženu u ukupnom iznosu preko 64,6 milijuna eura predstavlja značajan izvor strane financijske potpore koja pridonosi ukupnom razvoju Republike Hrvatske.

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 oporavka nakon potresa i jačanja odgovora na COVID-19, od 21. svibnja 2020., dana 25. svibnja 2020. u Ministarstvu financija održani su putem videokonferencije (uključujući putem video konferencije Ured Svjetske banke u Washingtonu DC, Bruxellesu i Zagrebu) pregovori između ovlaštenog izaslanstva Republike Hrvatske i predstavnika IBRD-a.

Zapisnik s tehničkih razgovora, koji sadrži pregled osnovnih tema o kojima se pregovaralo i koji odražava usuglašene stavove koji su uključeni u prijedlog teksta Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt obnove nakon potresa i jačanja pripravnosti javnog zdravstva (u daljnjem tekstu: Ugovor o zajmu), 25. svibnja 2020. je, u skladu s Odlukom o pokretanju postupka i dogovorom s tehničkih razgovora, ažuriran i podignut na razinu Zapisnika s pregovora te potpisan od strane voditelja ovlaštenog hrvatskog izaslanstva.

Vlada Republike Hrvatske je Zaključkom, od 4. lipnja 2020., prihvatila Izvješće o vođenim pregovorima te je ovlastila potpredsjednika Vlade Republike Hrvatske i ministra financija da, u ime Republike Hrvatske, potpiše Ugovor o zajmu. Ugovor o zajmu potpisan je u Zagrebu, 1. i 2. srpnja 2020.

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

Provedbom Ugovora o zajmu omogućit će se podrška Republici Hrvatskoj u obnovi nakon potresa Gradu Zagrebu i okolici, unaprijediti institucionalni kapaciteti za obnovu i jačati nacionalni sustavi za pripravnost javnog zdravstva.

Projekt uključuje:

- (a) uspostavljanje institucionalnog i koordinacijskog kapaciteta za robusno planiranje i provedbu otporne sanacije i obnove javnih zgrada oštećenih potresom

- (b) olakšavanje brze ponovne uspostave ključnih zdravstvenih i obrazovnih usluga nakon potresa i
- (c) jačanje ključnih kapaciteta sustava pripravnosti javnog zdravstva i zdravstvene zaštite za prevenciju i učinkoviti nadzor izbijanja zaraznih bolesti u budućnosti.

### OPIS ZAJMA

Zajmoprimac:	Republika Hrvatska
Zajmodavac:	Međunarodna banka za obnovu i razvoj
Iznos zajma:	183.900.000,00 eura
Namjena:	Namjena projekta je pomoći Republici Hrvatskoj u obnovi nakon potresa u Gradu Zagrebu i okolici, unaprijediti institucionalne kapacitete za obnovu i jačati nacionalne sustave za pripravnost javnog zdravstva
Rok otplate:	14,5 godina uz poček na otplatu 5 godina
Kamatna stopa:	6-mj. EURIBOR + 0,75 % fiksne kamatne marže
Dospijeća:	polugodišnja
Naknade:	početna naknada iznosi 0,25 % iznosa glavnice zajma, a naknada na nepovučena sredstva 0,25 % godišnje.

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

Ovim se zakonom potvrđuje Ugovor o zajmu, kako bi njegove odredbe u smislu članka 141. Ustava Republike Hrvatske postale dio unutarnjeg pravnog poretka Republike Hrvatske.

Ovim zakonom također se propisuje način podmirivanja financijskih obaveza koje nastaju za Republiku Hrvatsku po Ugovoru o zajmu te nadležnost za provedbu zakona.

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

Republika Hrvatska se temeljem Ugovora o zajmu obvezala 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.

## V. ZAKONI KOJIMA SE POTVRĐUJU MEĐUNARODNI UGOVORI

Temelj za donošenje ovoga zakona nalazi se u članku 207.a Poslovnika Hrvatskoga sabora (Narodne novine, br. 81/13, 113/16, 69/17, 29/18 i 53/20) prema kojem se zakoni kojima se, u skladu s Ustavom Republike Hrvatske, potvrđuju međunarodni ugovori donose u pravilu u jednom čitanju, a postupak donošenja pokreće se podnošenjem konačnog prijedloga zakona o potvrđivanju međunarodnog ugovora.

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 zakon raspravi i prihvati u jednom čitanju.

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**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU  
IZMEĐU REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU  
I RAZVOJ ZA PROJEKT OBNOVE NAKON POTRESA I JAČANJA  
PRIPRAVNOSTI JAVNOG ZDRAVSTVA**

**Članak 1.**

Potvrđuje se Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt obnove nakon potresa i jačanja pripravnosti javnog zdravstva, potpisan u Zagrebu, 1. srpnja 2020. i 2. srpnja 2020., u izvorniku na engleskom jeziku.

**Članak 2.**

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



ZAJAM BROJ 9127-HR

**Ugovor o zajmu**

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**(Projekt obnove nakon potresa i jačanja pripravnosti javnog zdravstva)**

**između**

**REPUBLIKE HRVATSKE**

**i**

**MEĐUNARODNE BANKE ZA OBNOVU  
I RAZVOJ**

## UGOVOR O ZAJMU

UGOVOR od Datuma potpisivanja između REPUBLIKE HRVATSKE ("Zajmoprimac") i MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ ("Banka"). Ovim su se Ugovorom Zajmoprimac i Banka usuglasili kako slijedi:

### ČLANAK I. – OPĆI UVJETI; DEFINICIJE

- 1.01. Opći uvjeti (utvrđeni u Dodatku ovom Ugovoru) primjenjuju se na ovaj Ugovor i njegov su sastavni dio.
- 1.02. Ako kontekst ne nalaže drukčije, izrazi napisani velikim početnim slovom upotrijebljeni u ovom Ugovoru imaju značenja koja su im pripisana u Općim uvjetima ili Dodatku ovom Ugovoru.

### ČLANAK II. – ZAJAM

- 2.01. Banka je suglasna Zajmoprimcu pozajmiti iznos od sto osamdeset tri milijuna devetsto tisuća eura (183.900.000 eura), koji se s vremena na vrijeme može konvertirati primjenom Valutne konverzije ("Zajam"), kao pomoć u financiranju projekta opisanog u Prilogu 1. ovom Ugovoru ("Projekt").
- 2.02. Zajmoprimac može povlačiti sredstva Zajma u skladu s odjeljkom III. Priloga 2. ovom Ugovoru.
- 2.03. Početna naknada iznosi jednu četvrtinu jednog postotka (0,25 %) iznosa Zajma.
- 2.04. Naknada za odobrena, a neiskorištena sredstva iznosi jednu četvrtinu jednog postotka (0,25 %) godišnje na iznos Nepovučenih sredstava Zajma.
- 2.05. Kamatna stopa je Referentna stopa uvećana za Fiksnu kamatnu maržu ili ona stopa koja se može primjenjivati nakon Konverzije, u skladu s uvjetima navedenima u odjeljku 3.02. (e) Općih uvjeta.
- 2.06. Datumi plaćanja su 15. svibnja i 15. studenoga svake godine.
- 2.07. Iznos glavnice Zajma otplaćuje se u skladu s Prilogom 3. ovom Ugovoru.

### ČLANAK III. – PROJEKT

- 3.01. Zajmoprimac izražava svoju predanost u postizanju ciljeva Projekta. U tu se svrhu Zajmoprimac obvezuje provesti dio 1. i dio 3.1. Projekta putem MGIPU-a te dio 2. i dio 3.2. Projekta putem MIZ-a, u skladu s odredbama članka V. Općih uvjeta i Priloga 2. ovom Ugovoru.

**ČLANAK IV. – STUPANJE NA SNAGU; PRESTANAK**

- 4.01. Dodatni uvjet stupanja na snagu je Zajmoprimčevo donošenje Priručnika za provedbu projekta pod uvjetima koji su Banci prihvatljivi.
- 4.02. Rok za stupanje na snagu je 90 dana nakon Datuma potpisivanja.

**ČLANAK V. – PREDSTAVNIK; ADRESE**

- 5.01. Predstavnik Zajmoprimca je ministar zadužen za financije.
- 5.02. Za potrebe odjeljka 10.01. Općih uvjeta adresa Zajmoprimca je:

Ministarstvo financija  
Katančićeve 5  
10000 Zagreb  
Republika Hrvatska

Telefaks: (385-1) 4922-598

- 5.03. Za potrebe odjeljka 10.01. Općih uvjeta: (a) adresa Banke je:

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

(b) elektronička adresa Banke je:

Telefaks:

1-202-477-6391

Adresa elektroničke pošte:

[ecapannelli@worldbank.org](mailto:ecapannelli@worldbank.org)

USUGLAŠENO na Datum potpisivanja.

**REPUBLIKA HRVATSKA**

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**Ovlašteni predstavnik**

**Ime i prezime:** Zdravko Marić, v.r.

**Funkcija:** potpredsjednik Vlade Republike Hrvatske  
i ministar financija

**Datum:** 2. srpnja 2020.

**MEĐUNARODNA BANKA ZA  
OBNOVU I RAZVOJ**

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**Ovlašteni predstavnik**

**Ime i prezime:** Elisabetta Capannelli

**Funkcija:** voditeljica Ureda Svjetske banke  
za Hrvatsku i Sloveniju

**Datum:** 1. srpnja 2020.

## PRILOG 1.

### Opis projekta

Cilj je Projekta pomoći Zajmoprimcu u obnovi nakon potresa u Zagrebu i okolici, unaprijediti institucionalne kapacitete za obnovu i jačati nacionalne sustave za pripravnost javnog zdravstva.

Projekt se sastoji od sljedećih dijelova:

#### **Dio 1.: Oporavak i obnova nakon potresa**

##### 1. Hitne intervencije za zaštitu javne sigurnosti

Pružanje potpore provedbi hitnih radova na obnovi kako bi se osigurale sigurnosne mjere na javnoj i/ili privatnoj infrastrukturi oštećenoj u potresu na Zajmoprimčevu državnom području, kroz provedbu manjih građevinskih radova na uklanjanju ostataka od razrušenih građevina i popravcima oštećenih krovova, dimnjaka te drugih nekonstrukcijskih elemenata.

##### 2. Sanacija i obnova Građevina koje se koriste u zdravstvene i obrazovne svrhe

Pružanje potpore provedbi ciljane sanacije i obnove Građevina koje se koriste u zdravstvene i obrazovne svrhe kako bi se osigurao kontinuitet zdravstvenih i obrazovnih usluga te poboljšala otpornost na seizmičke aktivnosti, *među ostalim*, kroz:

- (a) Provedbu detaljnog inženjerskog pregleda odabranih Građevina koje se koriste u zdravstvene i obrazovne svrhe i koje su oštećene u potresu na Zajmoprimčevu državnom području.
- (b) Na temelju pregleda provedenog u skladu s prethodnom točkom (a), rušenje nesigurnih javnih zgrada, izgradnju novih javnih zgrada te sanaciju i obnovu odabranih javnih zgrada, uključujući usluge potrebne za projektiranje i nadzor građevinskih radova te funkcionalno unaprjeđenje navedenih zgrada kroz mjere energetske učinkovitosti.
- (c) Nabavu opreme za Građevine koje se koriste u zdravstvene i obrazovne svrhe i koje su oštećene u potresu na Zajmoprimčevu državnom području.

##### 3. Nacrt programa za potporu obnovi stambenih objekata

- (a) Pružanje tehničke pomoći za izradu nacrt programa financijske potpore za obnovu privatnih stambenih objekata u srednjoročnom razdoblju. Tehnička pomoć usmjerit će se na prikupljanje podataka, utvrđivanje mogućih kriterija prihvatljivosti, financijske tokove, strukturu nadzora te socijalne i okolišne zaštitne mjere.
- (b) Provedba kampanja podizanja svijesti te aktivnosti informiranja kako bi se privuklo dodatno financiranje kojim bi se povećao učinak programa obnove stambenih objekata.

## Dio 2.: Nadzor i pripravnost javnog zdravstva

### 1. Case management i nadzor

Pružanje potpore u jačanju pripravnosti javnog zdravstva na epidemiju, uključujući kapacitete za otkrivanje i potvrdu novooboljelih, praćenje kontakata, evidentiranje, izvješćivanje i nadzor, *među ostalim*, kroz:

- (a) jačanje sustava nadzora bolesti i opreme, javnozdravstvenih laboratorija te epidemioloških kapaciteta za rano otkrivanje i potvrdu novooboljelih, kao i popravke i sanaciju infrastrukture odabranih javnozdravstvenih laboratorija.
- (b) razvoj sustava za aktivno praćenje kontakata i prijavljivanja novih slučajeva.
- (c) potporu epidemiološkim i/ili laboratorijskim ispitivanjima odabranih zdravstvenih stanja.

### 2. Pripravnost javnog zdravstva

Pružanje potpore jačanju zdravstvenog sustava Zajmoprimca u planiranju pripravnosti za pružanje optimalne medicinske skrbi, održavanje nužnih usluga u zajednici i minimiziranje rizika za pacijente i zdravstvene djelatnike, djelomično i osposobljavanjem osoblja zdravstvenih ustanova i radnika na prvoj crti o mjerama ublažavanja rizika te osiguranjem potrošnog materijala i opreme za jačanje nadzora u javnom zdravstvu te kao potpore u pružanju odgovora na buduće javnozdravstvene prijetnje, *među ostalim*, kroz:

- (a) Osiguranje vozila hitne medicinske pomoći, medicinske i laboratorijske opreme i materijala, lijekova, tehničke pomoći te osposobljavanja javnozdravstvenih službenika i zdravstvenih radnika radi jačanja kapaciteta zdravstvenog sustava za odgovor na javnozdravstvene prijetnje.
- (b) Osiguranje osobne zaštitne opreme i uređaja za zdravstvene radnike i djelatnike za hitan odgovor na javnozdravstvenu prijetnju (kao što su relevantni medicinski stručnjaci, veterinari i entomolozi).
- (c) Osiguranje opreme i potrošnog materijala za praćenje i potporu pacijentima u telemedicini te zdravstvenom sustavu kad je potrebno.
- (d) Prenamjenu i opremanje odabranih građevina koje se koriste u zdravstvene svrhe kako bi mogle pružati ključne medicinske usluge i nositi se s povećanom potražnjom za uslugama u slučaju javnozdravstvene prijetnje.
- (e) Potporu institucionalnom i organizacijskom restrukturiranju ustanova za potrebe nadzora javnozdravstvenih prijetnji te odgovarajuće osposobljavanje zdravstvenih djelatnika, uključujući planiranje srednjoročnih i dugoročnih potreba u cijelom sektoru.

### **Dio 3.: Upravljanje projektom**

1. Osiguranje robe, tehničke pomoći, Osposobljavanja i Operativnih troškova radi pružanja potpore JPP-1 u cjelokupnoj svakodnevnoj provedbi 1. dijela Projekta, uključujući nabavu, financijsko upravljanje, praćenje i evaluaciju, provedbu revizija, zaštitnih mjera i mehanizama za upravljanje pritužbama, kao i nabavu radova za 2. dio Projekta te konsolidirano izvještavanje za Projekt.
  2. Osiguranje robe, tehničke pomoći, Osposobljavanja i Operativnih troškova radi pružanja potpore JPP-2 u cjelokupnoj svakodnevnoj provedbi 2. dijela Projekta, uključujući nabavu (osim za radove), financijsko upravljanje, praćenje i evaluaciju, provedbu revizija, zaštitnih mjera i mehanizama za upravljanje pritužbama.
-

**PRILOG 2.****Izvršenje Projekta****Odjeljak I. Provedbeni aranžmani****A. Institucionalni aranžmani**

1. Ne ograničavajući primjenu odredbi članka V. Općih uvjeta, i osim uz suglasnost Banke, Zajmoprimac je obvezan:
  - (a) najkasnije jedan (1) mjesec nakon Datuma stupanja na snagu uspostaviti i nakon toga tijekom čitave provedbe Projekta održavati JPP-1, pri MGIPU-u, čiji su sastav, resursi, opisi poslova i funkcije Banci prihvatljivi. JPP-1 odgovoran je za svakodnevnu provedbu 1. dijela Projekta uključujući isplatu, nabavu, praćenje i evaluaciju, konsolidirano izvještavanje i osiguravanje sukladnosti sa zaštitnim mjerama na temelju Projekta, kao i za nabavu radova za 2. dio Projekta, kako je dodatno razrađeno u Priručniku za provedbu projekta;
  - (b) najkasnije jedan (1) mjesec nakon Datuma stupanja na snagu uspostaviti i nakon toga tijekom čitave provedbe Projekta održavati JPP-2, pri MIZ-u, čiji su sastav, resursi, opisi poslova i funkcije Banci prihvatljivi. JPP-2 odgovoran je za svakodnevnu provedbu 2. dijela Projekta uključujući isplatu, nabavu (osim za radove), praćenje i evaluaciju, izvještavanje i osiguravanje sukladnosti sa zaštitnim mjerama na temelju Projekta kako je dodatno razrađeno u Priručniku za provedbu projekta; i
  - (c) najkasnije tri mjeseca od Datuma stupanja na snagu osnovati i nakon toga tijekom čitave provedbe Projekta održavati Upravljački odbor na visokoj razini, čiji su sastav, resursi, opisi poslova i funkcije Banci prihvatljivi. Upravljački odbor je odgovoran za pružanje strateških smjernica, cjelokupni nadzor nad Projektom te koordinaciju i praćenje Projekta.

**B. Priručnik za provedbu projekta (POM)**

1. Zajmoprimac, putem JPP-1 odnosno JPP-2, provodi Projekt, u skladu s POM-om, na način koji je Banci prihvatljiv, što obuhvaća pravila, metode, smjernice, standardne dokumente i postupke za provedbu Projekta, uključujući sljedeće: (a) detaljan opis projektnih aktivnosti i institucionalnih aranžmana u okviru Projekta; (b) detaljan opis kriterija prioritizacije i prihvatljivosti projektnih aktivnosti; (c) postupke vezane uz računovodstvo, reviziju, izvještavanje, financije, nabavu i isplatu u okviru Projekta; (d) pokazatelje praćenja Projekta; i (e) detaljne troškove i sredstva za financiranje Projekta.
2. POM se ne smije dodijeliti, izmijeniti, ukinuti ili izuzeti niti se smije dopustiti njegovo dodjeljivanje, izmjena, ukidanje ili izuzimanje, kao ni njegovih odredbi, na način koji, prema mišljenju Banke, može materijalno i negativno utjecati na provedbu Projekta. POM se smije izmijeniti samo u dogovoru s Bankom i nakon njezina odobrenja. U slučaju nesuglasja između uvjeta iz POM-a i iz ovoga Ugovora, prednost imaju uvjeti ovoga Ugovora.



### C. Godišnji program rada i proračun

Zajmoprimac je, zajednički putem JPP-1 i JPP-2, obvezan:

- (a) osim ako je drukčije usuglašeno s Bankom, najkasnije do 1. prosinca svake godine tijekom provedbe Projekta, počevši od 2020., izraditi i Banci dostaviti prijedlog Godišnjeg plana rada i proračuna za sljedeću kalendarsku godinu koji sadrži: (i) sve aktivnosti koje će se provesti u okviru Projekta u toj kalendarskoj godini; i (ii) predloženi plan financiranja izdataka potrebnih za te aktivnosti, navodeći predložene iznose i izvore financiranja; te
- (b) omogućiti Banci razumnu priliku za razmjenu stajališta sa Zajmoprimcem o svakom takvom prijedlogu Godišnjeg plana rada i proračuna te nakon toga osigurati da se u navedenoj kalendarskoj godini Projekt provodi uz dužnu pažnju, u skladu s Godišnjim planom rada i proračunom koje odobri Banka; te ne izmijeniti niti dopustiti izmjenu odobrenog Godišnjeg plana rada i proračuna bez prethodne pisane suglasnosti Banke.

### D. Okolišni i socijalni standardi

1. Zajmoprimac osigurava provedbu Projekta u skladu s Okolišnim i socijalnim standardima, na način koji je Banci prihvatljiv.
2. Ne ograničavajući primjenu prethodno navedenog stavka 1., Zajmoprimac osigurava provedbu Projekta u skladu s Planom mjera za zaštitu okoliša i socijalne standarde ("ESCP"), na način koji je Banci prihvatljiv. U tu svrhu Zajmoprimac osigurava:
  - (a) provedbu mjera i postupaka utvrđenih u ESCP-u na efikasan način i uz potrebnu dužnu pažnju, kako je navedeno u ESCP-u;
  - (b) dostupnost dostatnih sredstava za pokriće troškova provedbe ESCP-a;
  - (c) zadržavanje politika, postupaka te odgovarajućeg broja kvalificiranih i iskusnih djelatnika koji će omogućiti provedbu ESCP-a, kako je navedeno u ESCP-u; te
  - (d) izbjegavanje izmjena, revizije, obustave ili odustajanja od ESCP-a ili njegovih odredbi, osim uz pisanu suglasnost Banke, kako je navedeno u ESCP-u, te objavu revidiranog ESCP-a neposredno nakon toga.
3. U slučaju nesuglasja između ESCP-a i odredbi ovoga Ugovora, prednost imaju odredbe ovoga Ugovora.
4. Zajmoprimac osigurava:
  - (a) poduzimanje svih mjera potrebnih za prikupljanje, sastavljanje i dostavljanje Banci informacija o stupnju usklađenosti s ESCP-om u obliku redovnih izvješća i dinamikom utvrđenom u ESCP-u, te bez odgode u zasebnom izvješću ili izvješćima, ako tako Banka zatraži, pri čemu će sva ta izvješća u obliku i sadržaju koji je Banci prihvatljiv, *među ostalim*, sadržavati: (i) status provedbe ESCP-a; (ii) uvjete, ako postoje, koji sprječavaju ili za koje postoji opasnost da će spriječiti provedbu ESCP-a, i (iii) korektivne i preventivne mjere koje su poduzete ili ih je potrebno poduzeti za uklanjanje tih uvjeta; te

- (b) obavješćivanje Banke bez odgode o svakom incidentu ili nesreći koja je povezana s Projektom ili utječe na njega, a koja ima ili je vjerojatno da će imati značajan negativan utjecaj na okoliš, pogođene zajednice, javnost ili radnike, u skladu s ESCP-om, instrumentima za zaštitu okoliša i socijalna pitanja na koje se ondje upućuje te Okolišnim i socijalnim standardima.
5. Zajmoprimac uspostavlja, objavljuje, održava i vodi pristupačan mehanizam za upravljanje pritužbama radi zaprimanja i lakšeg rješavanja pitanja i pritužbi osoba na koje Projekt utječe te poduzima sve mjere potrebne i primjerene za rješavanje, ili lakše rješavanje, takvih pitanja i pritužbi, na način koji je Banci prihvatljiv.
  6. Zajmoprimac osigurava da sva natječajna dokumentacija i ugovori za građevinske radove u okviru Projekta uključuju obvezu izvođača, podizvođača i nadzornih subjekata koja se odnosi na: (a) poštovanje relevantnih aspekata ESCP-a te instrumenata za zaštitu okoliša i socijalna pitanja na koja se ondje upućuje; i (b) donošenje i provedbu kodeksa postupanja koje je potrebno dostaviti svim radnicima na potpis, a u kojima se detaljno opisuju mjere za ublažavanje okolišnih, socijalnih, zdravstvenih i sigurnosnih rizika te rizika seksualnog iskorištavanja i zlostavljanja, seksualnog uznemiravanja te nasilja nad djecom, sve kako je primjenjivo na takve građevinske radove koji se naruče ili provode u skladu s navedenim ugovorima.

## **Odjeljak II. Praćenje, izvješćivanje i evaluacija Projekta**

1. Sva konsolidirana Izvješća o projektu Zajmoprimac, putem JPP-1, Banci dostavlja najkasnije četrdeset i pet dana od isteka svakog kalendarskog polugodišta te ona obuhvaćaju odnosno kalendarsko polugodište.
2. Osim ako je drukčije usuglašeno s Bankom, Zajmoprimac je obavezan:
  - (a) najkasnije do 1. prosinca 2022. provesti pregled napretka Projekta na sredini razdoblja provedbe.
  - (b) najkasnije mjesec dana prije pregleda iz prethodne točke (a), Zajmoprimac je obavezan Banci dostaviti na komentiranje izvješće, onoliko detaljno koliko to Banka opravdano zatraži, o napretku Projekta i različitim pitanjima o kojima će se razgovarati tijekom takvog pregleda.
  - (c) nakon pregleda iz prethodne točke (a), djelovati bez odgode i uz dužnu pažnju kako bi poduzeo sve korektivne mjere potrebne za ispravljanje svih nedostataka primijećenih u provedbi Projekta i/ili kako bi proveo druge mjere koje Zajmoprimac i Banka mogu usuglasiti u svrhu postizanja ciljeva Projekta.

## **Odjeljak III. Povlačenje sredstava Zajma**

### **A. Općenito**

Ne ograničavajući primjenu odredbi članka II. Općih uvjeta te u skladu s Pismom o isplatama i financijskim informacijama, Zajmoprimac može povući sredstva Zajma za:

financiranje Prihvatljivih troškova u dodijeljenom iznosu i, ako je primjenjivo, do postotka navedenog za svaku Kategoriju u sljedećoj tablici:

Kategorija	Dodijeljeni iznos Zajma (izražen u EUR)	Postotak troškova koji se financiraju (uključujući poreze)
(1) Roba, radovi, konzultantske i nekonzultantske usluge, Operativni troškovi i Osposobljavanje za dio 1. i dio 3.1. Projekta	169.400.000	100 %
(2) Roba, radovi, konzultantske i nekonzultantske usluge, Operativni troškovi i Osposobljavanje za dio 2. i dio 3.2. Projekta	14.500.000	100 %
<b>UKUPAN IZNOS</b>	<b>183.900.000</b>	

**B. Uvjeti povlačenja sredstava; razdoblje povlačenja sredstava**

1. Neovisno o odredbama prethodnog dijela A., ne mogu se povući sredstva za plaćanja izvršena prije Datuma potpisivanja, osim sredstva čiji ukupni iznos ne premašuje sedamdeset tri milijuna petsto šezdeset tisuća eura (73.560.000 eura) i koja se mogu povući za plaćanja izvršena prije ovoga datuma, ali na dan ili nakon 22. ožujka 2020. za Prihvatljive troškove u okviru kategorije (1) iz prethodne tablice.
2. Datum zatvaranja je 30. lipnja 2024.

## PRILOG 3.

<b>Datum plaćanja glavnice</b>	<b>Udio otplatne rate</b>
Svakog 15. svibnja i 15. studenoga: Počevši od 15. studenoga 2025. do uključno 15. svibnja 2034.	5,26 %
15. studenoga 2034.	5,32 %

## DODATAK

### Definicije

1. "Godišnji plan rada i proračun" znači plan rada i proračun koje svake godine Zajmoprimac izrađuje i odobrava u skladu s odjeljkom I. C. Priloga 2. ovom Ugovoru; "Godišnji planovi rada i proračuni" znači više od jednog takvog Godišnjeg plana rada i proračuna.
2. "Smjernice za suzbijanje korupcije" znači, za potrebe stavka 5. Dodatka Općim uvjetima, "Smjernice za suzbijanje i borbu protiv prijevара i korupcije u projektima koji se financiraju zajmovima IBRD-a te kreditima i darovnicama IDA-e", od 15. listopada 2006. s revizijom iz siječnja 2011. i od 1. srpnja 2016.
3. "Kategorija" znači kategorija iz tablice u odjeljku III. A. Priloga 2. ovom Ugovoru.
4. "Plan mjera za zaštitu okoliša i socijalne standarde" ili "ESCP" znači plan s mjerama za zaštitu okoliša i socijalne standarde u okviru Projekta, od 25. svibnja 2020., koji se s vremena na vrijeme može izmijeniti u skladu s njegovim odredbama, a u kojem su utvrđene materijalne mjere i postupci koje Zajmoprimac provodi ili čije provođenje organizira za ublažavanje potencijalnih okolišnih i socijalnih rizika te utjecaja Projekta, uključujući vremenski raspored postupaka i mjera, institucionalne aranžmane, zapošljavanje, osposobljavanje, praćenje i izvješćivanje te sve instrumente za zaštitu okoliša i socijalna pitanja koji će se na temelju toga pripremiti.
5. "Okolišni i socijalni standardi" ili "ESS" znači zajedno: (i) "Okolišni i socijalni standard 1.: Procjena i upravljanje okolišnim i socijalnim rizicima i utjecajima"; (ii) "Okolišni i socijalni standard 2.: Uvjeti zapošljavanja i rada"; (iii) "Okolišni i socijalni standard 3.: Efikasno korištenje resursa te sprečavanje i upravljanje onečišćenjem"; (iv) "Okolišni i socijalni standard 4.: Zdravlje i sigurnost zajednice"; (v) "Okolišni i socijalni standard 5.: Kupnja zemljišta, ograničenja korištenja zemljišta i prisilno preseljenje"; (vi) "Okolišni i socijalni standard 6.: Očuvanje bioraznolikosti i održivo upravljanje živim prirodnim resursima"; (vii) "Okolišni i socijalni standard 7.: Domorodci/tradicionalne lokalne zajednice subsaharske Afrike koje prije nisu imale dovoljan pristup uslugama"; (viii) "Okolišni i socijalni standard 8.: Kulturna baština"; (ix) "Okolišni i socijalni standard 9.: Financijski posrednici"; (x) "Okolišni i socijalni standard 10.: Uključivanje dionika i objava informacija"; koji su stupili na snagu 1. listopada 2018., kako je objavila Banka.
6. "Opći uvjeti" znači "Opći uvjeti Međunarodne banke za obnovu i razvoj za financiranje od strane IBRD-a i financiranje investicijskih projekata", od 14. prosinca 2018.
7. "Građevine koje se koriste u zdravstvene i obrazovne svrhe" za potrebe ovoga Ugovora znači zgrade, dio zgrade ili područje povezano sa zgradom koje se koristi u zdravstvene i/ili obrazovne svrhe u Zagrebu i okolici, a dodatno je opisano u POM-u (kako je utvrđeno u nastavku).
8. "MGIPU" znači Zajmoprimčevo Ministarstvo graditeljstva i prostornoga uređenja ili pravni sljednik navedenog Ministarstva.

9. "MFIN" znači Zajmoprimčevo Ministarstvo financija ili pravni sljednik navedenog Ministarstva.
10. "MIZ" znači Zajmoprimčevo Ministarstvo zdravstva ili pravni sljednik navedenog Ministarstva.
11. "MZO" znači Zajmoprimčevo Ministarstvo znanosti i obrazovanja ili pravni sljednik navedenog Ministarstva.
12. "Operativni troškovi" znači izdaci Zajmoprimca za potrebe provedbe Projekta koji uključuju uredski materijal, komunalne troškove, bankovne naknade, komunikacijske alate, naknade za oglašavanje, usluge pisanog i usmenog prevodenja, unajmljivanje automobila i troškove goriva, unajmljivanje i održavanje uredskog prostora, troškove selidbe, osiguranje, održavanje i popravak opreme, ispis i publikacije, dnevnicke za službena putovanja i troškove smještaja za osoblje JPP-1 i JPP-2 i njihove plaće, uključujući socijalne doprinose, ali isključujući plaće državnih službenika Zajmoprimca.
13. "JPP-1" ili "Jedinica za provedbu projekta-1" znači jedinica za provedbu projekta koja će se uspostaviti u okviru MGIPU-a kao što je opisano u odjeljku I.A točki (a) Priloga 2. ovom Ugovoru.
14. "JPP-2" ili "Jedinica za provedbu projekta-2" znači jedinica za provedbu projekta koja će se uspostaviti u okviru MIZ-a kao što je opisano u odjeljku I.A točki (b) Priloga 2. ovom Ugovoru.
15. "Propisi o nabavi" znači, za potrebe točke 85. Dodatke Općim uvjetima, "Propisi Svjetske banke o nabavi za Zajmoprimce IPF-a ", iz srpnja 2016., revidirani u studenome 2017. i kolovozu 2018.
16. "Priručnik za provedbu projekta" ili "POM" znači Zajmoprimčev priručnik koji će on izraditi, putem JPP-a u konzultaciji s MFIN-om, MIZ-om, MGIPU-om i MZO-om, koji je naveden u odjeljku I.B. Priloga 2. ovom Ugovoru, i koji Zajmoprimac s vremena na vrijeme može izmijeniti, preko JPP-a, uz suglasnost Banke.
17. "Datum potpisivanja" znači kasniji od dvaju datuma na koje su Zajmoprimac i Banka potpisali ovaj Ugovor te se ista definicija primjenjuje na svako upućivanje na "datum Ugovora o zajmu" u Općim uvjetima.
18. "Upravljački odbor" znači odbor koji je Zajmoprimac osnovao za Projekt u skladu s odjeljkom I.A, točkom (c) Priloga 2. ovom Ugovoru.
19. "Osposobljavanje" znači studijska putovanja, tečajevi, seminari, radionice i druge edukacije vezane uz Projekt, uključujući troškove materijala za osposobljavanja, najma prostora i opreme, putovanja, smještaja i dnevnica za polaznike i voditelje osposobljavanja, honorara voditelja osposobljavanja i ostale troškove povezane s osposobljavanjem.

**LOAN NUMBER 9127-HR**

**Loan Agreement**

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**(Earthquake Recovery and Public Health Preparedness Project)**

**between**

**REPUBLIC OF CROATIA**

**and**

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT**

## LOAN AGREEMENT

AGREEMENT dated as of the Signature Date 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) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

### ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of one hundred and eighty three million and nine hundred thousand Euro (€183,900,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Fixed Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are May 15 and November 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

### ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out Part 1 and Part 3.1 of the Project through MOCPP and Part 2 and Part 3.2 of the Project through MOH in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.



**ARTICLE IV — EFFECTIVENESS; TERMINATION**

- 4.01. The Additional Condition of Effectiveness consists of the following, namely that the Borrower shall adopt a Project Operations Manual (POM) under terms satisfactory to the Bank.
- 4.02. The Effectiveness Deadline is 90 days after the Signature Date.

**ARTICLE V — REPRESENTATIVE; ADDRESSES**

- 5.01. The Borrower's Representative is the Minister in charge of finance.
- 5.02. For purposes of Section 10.01 of the General Conditions the Borrower's address is:

Ministry of Finance  
Katanciceva 5  
10000 Zagreb  
Republic of Croatia

Facsimile: (385-1) 4922-598

- 5.03. For purposes of Section 10.01 of the General Conditions: (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Facsimile:

E-mail:

1-202-477-6391

ecapannelli@worldbank.org

AGREED as of the Signature Date.

**REPUBLIC OF CROATIA**

**By**

---

**Authorized Representative**

**Name:** Zdravko Marić

**Title:** Deputy Prime Minister and Minister of Finance

**Date:** 02-Jul-2020

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT**

**By**

---

**Authorized Representative**

**Name:** Elisabetta Capannelli

**Title:** Country Manager

**Date:** 01-Jul-2020

## SCHEDULE 1

### Project Description

The objective of the Project is to assist the Borrower with earthquake reconstruction efforts in Zagreb and the surrounding areas, improve institutional capacity for reconstruction and strengthen national systems for public health preparedness.

The Project consists of the following parts:

#### Part 1: Earthquake Recovery and Reconstruction

##### 1. Immediate Public Safety Interventions

Provision of support to carry out the immediate recovery works to ensure safety measures on public and/or private infrastructure damaged as a result of an earthquake in the Borrower's territory, through carrying out minor civil works for the removal of debris and repair of damaged roofs, chimneys, and other nonstructural elements.

##### 2. Rehabilitation and Reconstruction of Health and Education Facilities

Provision of support to carry out focused rehabilitation and reconstruction of Health and Education Facilities to ensure the continuity of health and education services and to improve resilience to seismic events through, *inter alia*:

- (a) Carrying out of a detailed engineering assessment of selected Health and Education Facilities that were damaged as a result of an earthquake in the Borrower's territory.
- (b) On the basis of the assessment undertaken under (a) above, carrying out of demolition of unsafe public buildings, construction of new public buildings, and rehabilitation and reconstruction of selected public buildings, including services required for the design and supervision of civil works and functional upgrading of said buildings through energy efficiency measures.
- (c) Purchasing equipment for Health and Education Facilities that have been damaged as a result of an earthquake in the Borrower's territory.

##### 3. Housing Reconstruction Support Program Design

- (a) Providing technical assistance for the development of the design of a financial support program for medium-term reconstruction of private housing. The technical assistance will focus on data collection and defining options for eligibility criteria, funds flow, oversight structure, as well as social and environmental safeguards.
- (b) Carrying out of awareness raising campaigns and outreach activities to attract additional financing to leverage the impact of the housing reconstruction program.

## **Part 2: Public Health Surveillance and Preparedness**

### *1. Case management and Surveillance*

Provision of support to strengthen public health outbreak preparedness including for detection and confirmation, contact tracing, recording, reporting capabilities and surveillance capacity through, *inter alia*:

- (a) Strengthening disease surveillance systems and equipment, public health laboratories, and epidemiological capacity for early detection and confirmation of cases, as well as repairs and rehabilitation of selected public health laboratories' infrastructure.
- (b) Developing systems for active contact tracing and reporting of new cases.
- (c) Supporting epidemiological and/or laboratory investigation of selected health conditions.

### *2. Public Health Preparedness*

Provision of support to strengthen the health care system of the Borrower for preparedness planning to provide optimal medical care, maintain essential community services, and minimize risks for patients and health personnel, in part by training health facilities staff and front-line workers on risk mitigation measures and providing them with supplies and equipment to strengthen public health surveillance and support response to future public health outbreaks, through, *inter alia*:

- (a) Providing emergency medical vehicles, medical and laboratory equipment and supplies, medicines, technical assistance and training to public health officials and health care workers, all to strengthen capacity of the health system to respond to public health outbreaks.
- (b) Providing personal protective equipment and gear for health care workers and public health rapid response personnel (such as relevant medical specialists, veterinarians, entomologists).
- (c) Providing equipment and supplies for telemedicine to monitor and support patients and the health system as needed.
- (d) Repurposing and equipping selected health care facilities to deliver critical medical services and cope with increased demand for services in the event of a public health outbreak.
- (e) Supporting institutional and organizational restructuring of facilities for the purposes of managing public health outbreaks and training of healthcare staff accordingly, including sector-wide planning activities for medium and long term needs.

**Part 3: Project Management**

1. Provision of goods, technical assistance, Training, and Operating Costs to support the PIU-1 in the overall day-to-day implementation of Part 1 of the Project, including procurement, financial management, monitoring, and evaluation, carrying out of audits, safeguards and implementation of grievance redress mechanisms, as well as procurement for works for Part 2 of the Project and consolidated reporting for the Project.
  2. Provision of goods, technical assistance, Training, and Operating Costs to support the PIU-2 in the overall day-to-day implementation of Part 2 of the Project, including procurement (other than works), financial management, monitoring, and evaluation, carrying out of audits, safeguards and implementation of grievance redress mechanisms.
-

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

1. Without limitation to the provisions of Article V of the General Conditions, and except as the Bank shall otherwise agree, the Borrower shall:
  - (a) by not later than one (1) month after Effective Date establish and thereafter maintain at all times during the implementation of the Project, a PIU-1, within the MOCPP, with composition, resources, terms of reference and functions acceptable to the Bank. The PIU-1 shall be responsible for the day-to-day implementation of Part 1 of the Project including disbursement, procurement, monitoring and evaluation, consolidated reporting, and ensuring safeguards compliance under the Project as well as procurement for works for Part 2 of the Project, as further elaborated in the Project Operations Manual;
  - (b) by not later than one (1) month after Effective Date establish and thereafter maintain at all times during the implementation of the Project, a PIU-2, within the MOH, with composition, resources, terms of reference and functions acceptable to the Bank. The PIU-2 shall be responsible for the day-to-day implementation of Part 2 of the Project including disbursement, procurement (other than works), monitoring and evaluation, reporting, and ensuring safeguards compliance under the Project as further elaborated in the Project Operations Manual; and
  - (c) establish by not later than three months following the Effective Date and thereafter maintain at all times during the implementation of the Project, a high-level Steering Committee, with composition, resources, terms of reference and functions acceptable to the Bank. The Steering Committee shall be responsible for providing strategic guidance, overall oversight of the Project and coordination and monitoring of the Project.

**B. Project Operations Manual (POM)**

1. The Borrower, through the PIU-1 and PIU-2 respectively, shall carry out the Project, in accordance with POM, satisfactory to the Bank, which shall include the rules, methods, guidelines, standard documents and procedures for the carrying out of the Project, including the following: (a) the detailed description of the Project activities and the institutional arrangements of the Project; (b) the detailed description of prioritization and eligibility criteria for the Project activities; (c) the Project accounting, auditing, reporting, financial, procurement and disbursement procedures; (d) the monitoring indicators for the Project; and (e) the detailed Project costs and financing.

2. The POM may not be assigned, amended, abrogated or waived, or permitted to be assigned, amended, abrogated or waived, or any provision thereof, in a manner which, in the opinion of the Bank, may materially and adversely affect the implementation of the Project. The POM may only be amended in consultation with, and after approval of, the Bank. In case of any conflict between the terms of the POM and those of this Agreement, the terms of this Agreement shall prevail.

**C. Annual Work Plan and Budget**

The Borrower, jointly through PIU-1 and PIU-2, shall:

- (a) unless otherwise agreed with the Bank, prepare and furnish to the Bank not later than December 1 of each year during the implementation of the Project, starting in 2020, a proposed Annual Work Plan and Budget for the next calendar year containing: (i) all activities to be carried out under the Project during that calendar year; and (ii) a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing; and
- (b) provide the Bank a reasonable opportunity to exchange views with the Borrower on each such proposed Annual Work Plan and Budget, and shall thereafter ensure that the Project is implemented with due diligence during said following year, in accordance with such Annual Work Plan and Budget as shall have been approved by the Bank; and not make or allow to be made any change to the approved Annual Work Plan and Budget without the Bank's prior written approval.

**D. Environmental and Social Standards**

1. The Borrower shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Borrower shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Borrower shall ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;
  - (b) sufficient funds are available to cover the costs of implementing the ESCP;
  - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

4. The Borrower shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
  - (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. The Borrower shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.
6. The Borrower shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, and subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

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

1. The Borrower, through the PIU-1 shall submit to the Bank each consolidated Project Report not later than forty-five days after the end of each calendar semester, covering the calendar semester.
2. Unless otherwise agreed with the Bank, the Borrower shall:
  - (a) Not later than December 1, 2022 undertake a mid-term review of the progress of the Project.
  - (b) Not later than one month prior to the review referred to in paragraph (a) above, the Borrower shall furnish to the Bank for its comments a report, in such detail as the Bank shall reasonably request, on the progress of the Project and the various matters to be discussed at such review.



- (c) Following the review referred to in paragraph (a) above, the Borrower shall undertake to act promptly and diligently in order to take any corrective action deemed necessary to remedy any shortcoming noted in the implementation of the Project, and/or to implement such other measures as may have been agreed upon between the Borrower and the Bank in furtherance of the objectives of the Project.

### **Section III. Withdrawal of Loan Proceeds**

#### **A. General**

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to: finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<b>Category</b>	<b>Amount of the Loan Allocated (expressed in Euro)</b>	<b>Percentage of Expenditures to be financed (inclusive of Taxes)</b>
(1) Goods, works, non-consulting services, and consulting services, Operational Costs and Training for Part 1 and Part 3.1 of the Project	169,400,000	100%
(2) Goods, works, non-consulting services, and consulting services, Operational Costs and Training for Part 2 and Part 3.2 of the Project	14,500,000	100%
<b>TOTAL AMOUNT</b>	<b>183,900,000</b>	

#### **B. Withdrawal Conditions; Withdrawal Period**

- Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed seventy three million and five hundred and sixty thousand euro (€73,560,000) may be made for payments made prior to this date but on or after March 22, 2020 for Eligible Expenditures under Category (1) of the table above.
- The Closing Date is June 30, 2024.

## SCHEDULE 3

<b>Principal Payment Date</b>	<b>Installment Share</b>
On each May 15 and November 15 Beginning November 15, 2025 through May 15, 2034	5,26%
On November 15, 2034	5,32%

## APPENDIX

### Definitions

1. "Annual Work Plan and Budget" means the work plan and budget prepared annually by the Borrower and approved by the Borrower in accordance with Section I.C of Schedule 2 to this Agreement; "Annual Work Plans and Budgets" means more than one such Annual Work Plan and Budget.
2. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated May 25, 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
5. "Environmental and Social Standards" or "ESSs" means, collectively: (i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management"; (iv) "Environmental and Social Standard 4: Community Health and Safety"; (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources"; (vii) "Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities"; (viii) "Environmental and Social Standard 8: Cultural Heritage"; (ix) "Environmental and Social Standard 9: Financial Intermediaries"; (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Bank.
6. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing", dated December 14, 2018.
7. "Health and Education Facilities" means for the purpose of this Agreement a building, part of a building or area connected to the building, that is used for health and/or education purposes in Zagreb and surrounding area, and is listed in further detailed in the POM (as defined hereinafter).

8. "MOCPP" means the Borrower's ministry of construction and physical planning, or its successor thereof.
9. "MOF" means the Borrower's ministry of finance, or its successor thereof.
10. "MOH" means the Borrower's ministry of health or its successor thereof.
11. "MOSE" means the Borrower's ministry of science and education or its successor thereof.
12. "Operating Costs" means expenditures incurred by the Borrower on account of the Project implementation including for office supplies, utilities, bank charges, communication tools, advertisement fees, translation and interpretation services, car rental and fuel costs, office rental and maintenance, moving expenses, equipment insurance, maintenance and repair, printing and publications, travel per diem allowances and accommodation costs for PIU-1 and PIU-2 staff, and salaries for PIU-1 and PIU-2 staff, including social charges, but excluding salaries for the Borrower's civil servants.
13. "PIU-1" or "Project Implementation Unit – 1" means the project implementation unit to be established within MOCPP as described in Section I.A paragraph (a) of Schedule 2 to the Agreement.
14. "PIU-2" or "Project Implementation Unit – 2" means the project implementation unit to be established within MOH as described in Section I.A, paragraph (b) of Schedule 2 to the Agreement.
15. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
16. "Project Operations Manual" or "POM" means the Borrower's manual to be prepared by the Borrower, through the PIU in consultation with the MOF, MOH, MOCPP, and MOSE, referred to in Section I.B of Schedule 2 to this Agreement, as said manual may be amended from time to time by the Borrower, through the PIU, with the agreement of the Bank.
17. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions.
18. "Steering Committee" means the committee to be established for the Project by the Borrower in accordance with Section I.A, paragraph (c) of Schedule 2 to this Agreement.
19. "Training" means the Project related study tours, training courses, seminars, workshops and other training activities, including costs of training materials, space and equipment rental, travel, accommodation and per diem costs of trainees and trainers, trainers' fees, and other training related miscellaneous costs.

### **Članak 3.**

Financijske obveze koje će nastati za Republiku Hrvatsku kao zajmoprimca temeljem Ugovora o zajmu iz članka 1. ovoga Zakona planirat će se i podmirivati u skladu s odredbama propisa o izvršavanju državnog proračuna Republike Hrvatske za godine 2020. - 2034. prema planovima otplate do konačne otplate zajma.

### **Članak 4.**

Provedba ovoga Zakona u djelokrugu je tijela državne uprave nadležnih za poslove graditeljstva i prostornoga uređenja, zdravstva, obrazovanja i znanosti i financija.

### **Članak 5.**

Na dan stupanja na snagu ovoga Zakona Ugovor o zajmu iz članka 1. ovoga Zakona nije na snazi te će se podaci o njegovu stupanju na snagu objaviti sukladno odredbi članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora (Narodne novine, broj 28/96).

### **Članak 6.**

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

## OBRAZLOŽENJE

### **Uz članak 1.**

Odredbom ovoga članka utvrđuje se da Hrvatski sabor potvrđuje Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt obnove nakon potresa i jačanja pripravnosti javnog zdravstva, a sukladno odredbi članka 140. stavka 1. Ustava Republike Hrvatske, čime se iskazuje formalni pristanak Republike Hrvatske da bude vezana ovim Ugovorom o zajmu, na temelju čega će ovaj pristanak biti iskazan i u odnosima s drugom ugovornom strankom.

### **Uz članak 2.**

Ovaj članak sadrži tekst Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt obnove nakon potresa i jačanja pripravnosti javnog zdravstva, u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik.

### **Uz članak 3.**

Odredbom ovoga članka propisuje se način planiranja i podmirivanja financijskih obaveza koje nastaju za Republiku Hrvatsku kao zajmoprimca na temelju Ugovora o zajmu

### **Uz članak 4.**

Odredbom ovoga članka utvrđeno je da je provedba ovoga Zakona u djelokrugu tijela državne uprave nadležnih za poslove graditeljstva i prostornoga uređenja, zdravstva, obrazovanja i znanosti i financija.

### **Uz članak 5.**

Odredbom ovoga članka utvrđuje se da na dan stupanja na snagu ovoga Zakona Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt obnove nakon potresa i jačanja pripravnosti javnog zdravstva 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.

### **Uz članak 6.**

Odredbom ovoga članka određuje se stupanje na snagu ovoga Zakona.

**Prilog:** preslika teksta Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt obnove nakon potresa i jačanja pripravnosti javnog zdravstva, u izvorniku na engleskom jeziku

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LOAN NUMBER 9127-HR

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# Loan Agreement

(Earthquake Recovery and Public Health Preparedness Project)

between

REPUBLIC OF CROATIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT



## LOAN AGREEMENT

AGREEMENT dated as of the Signature Date 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) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

### ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of one hundred and eighty three million and nine hundred thousand Euro (€183,900,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Fixed Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are May 15 and November 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

### ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out Part 1 and Part 3.1 of the Project through MOCPP and Part 2 and Part 3.2 of the Project through MOH in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

**ARTICLE IV — EFFECTIVENESS; TERMINATION**

- 4.01. The Additional Condition of Effectiveness consists of the following, namely that the Borrower shall adopt a Project Operations Manual (POM) under terms satisfactory to the Bank.
- 4.02. The Effectiveness Deadline is 90 days after the Signature Date.

**ARTICLE V — REPRESENTATIVE; ADDRESSES**

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- 5.01. The Borrower's Representative is the Minister in charge of finance.
- 5.02. For purposes of Section 10.01 of the General Conditions the Borrower's address is:

Ministry of Finance  
Katanciceva 5  
10000 Zagreb  
Republic of Croatia

Facsimile: (385-1) 4922-598

- 5.03. For purposes of Section 10.01 of the General Conditions: (a) the Bank's address is:

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

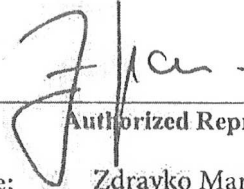
(b) the Bank's Electronic Address is:

Facsimile:	E-mail:
1-202-477-6391	ecapannelli@worldbank.org

AGREED as of the Signature Date.

**REPUBLIC OF CROATIA**

By



Authorized Representative

Name: Zdravko Marić

Title: Deputy Prime Minister and Minister of Finance

Date: 02-Jul-2020

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT**

By



Authorized Representative

Name: Elisabetta Capannelli

Title: Country Manager

Date: 01-Jul-2020

## SCHEDULE 1

### Project Description

The objective of the Project is to assist the Borrower with earthquake reconstruction efforts in Zagreb and the surrounding areas, improve institutional capacity for reconstruction and strengthen national systems for public health preparedness.

The Project consists of the following parts:

#### **Part 1: Earthquake Recovery and Reconstruction**

1. **Immediate Public Safety Interventions**

Provision of support to carry out the immediate recovery works to ensure safety measures on public and/or private infrastructure damaged as a result of an earthquake in the Borrower's territory, through carrying out minor civil works for the removal of debris and repair of damaged roofs, chimneys, and other nonstructural elements.

2. **Rehabilitation and Reconstruction of Health and Education Facilities**

Provision of support to carry out focused rehabilitation and reconstruction of Health and Education Facilities to ensure the continuity of health and education services and to improve resilience to seismic events through, *inter alia*:

- (a) Carrying out of a detailed engineering assessment of selected Health and Education Facilities that were damaged as a result of an earthquake in the Borrower's territory.
- (b) On the basis of the assessment undertaken under (a) above, carrying out of demolition of unsafe public buildings, construction of new public buildings, and rehabilitation and reconstruction of selected public buildings, including services required for the design and supervision of civil works and functional upgrading of said buildings through energy efficiency measures.
- (c) Purchasing equipment for Health and Education Facilities that have been damaged as a result of an earthquake in the Borrower's territory.

3. **Housing Reconstruction Support Program Design**

- (a) Providing technical assistance for the development of the design of a financial support program for medium-term reconstruction of private housing. The technical assistance will focus on data collection and defining options for eligibility criteria, funds flow, oversight structure, as well as social and environmental safeguards.

- (b) Carrying out of awareness raising campaigns and outreach activities to attract additional financing to leverage the impact of the housing reconstruction program.

## **Part 2: Public Health Surveillance and Preparedness**

### **1. Case Management and Surveillance**

Provision of support to strengthen public health outbreak preparedness including for detection and confirmation, contact tracing, recording, reporting capabilities and surveillance capacity through, *inter alia*:

- (a) Strengthening disease surveillance systems and equipment, public health laboratories, and epidemiological capacity for early detection and confirmation of cases, as well as repairs and rehabilitation of selected public health laboratories' infrastructure.
- (b) Developing systems for active contact tracing and reporting of new cases.
- (c) Supporting epidemiological and/or laboratory investigation of selected health conditions.

### **2. Public Health Preparedness**

Provision of support to strengthen the health care system of the Borrower for preparedness planning to provide optimal medical care, maintain essential community services, and minimize risks for patients and health personnel, in part by training health facilities staff and front-line workers on risk mitigation measures and providing them with supplies and equipment to strengthen public health surveillance and support response to future public health outbreaks, through, *inter alia*:

- (a) Providing emergency medical vehicles, medical and laboratory equipment and supplies, medicines, technical assistance and training to public health officials and health care workers, all to strengthen capacity of the health system to respond to public health outbreaks.
- (b) Providing personal protective equipment and gear for health care workers and public health rapid response personnel (such as relevant medical specialists, veterinarians, entomologists).
- (c) Providing equipment and supplies for telemedicine to monitor and support patients and the health system as needed.
- (d) Repurposing and equipping selected health care facilities to deliver critical medical services and cope with increased demand for services in the event of a public health outbreak.

- (e) Supporting institutional and organizational restructuring of facilities for the purposes of managing public health outbreaks and training of healthcare staff accordingly, including sector- wide planning activities for medium and long term needs.

### **Part 3: Project Management**

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1. Provision of goods, technical assistance, Training, and Operating Costs to support the PIU-1 in the overall day-to-day implementation of Part 1 of the Project, including procurement, financial management, monitoring, and evaluation, carrying out of audits, safeguards and implementation of grievance redress mechanisms, as well as procurement for works for Part 2 of the Project and consolidated reporting for the Project.
2. Provision of goods, technical assistance, Training, and Operating Costs to support the PIU-2 in the overall day-to-day implementation of Part 2 of the Project, including procurement (other than works), financial management, monitoring, and evaluation, carrying out of audits, safeguards and implementation of grievance redress mechanisms.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

1. Without limitation to the provisions of Article V of the General Conditions, and except as the Bank shall otherwise agree, the Borrower shall:
  - (a) by not later than one (1) month after Effective Date establish and thereafter maintain at all times during the implementation of the Project, a PIU-1, within the MOCPP, with composition, resources, terms of reference and functions acceptable to the Bank. The PIU-1 shall be responsible for the day-to-day implementation of Part 1 of the Project including disbursement, procurement, monitoring and evaluation, consolidated reporting, and ensuring safeguards compliance under the Project as well as procurement for works for Part 2 of the Project, as further elaborated in the Project Operations Manual;
  - (b) by not later than one (1) month after Effective Date establish and thereafter maintain at all times during the implementation of the Project, a PIU-2, within the MOH, with composition, resources, terms of reference and functions acceptable to the Bank. The PIU-2 shall be responsible for the day-to-day implementation of Part 2 of the Project including disbursement, procurement (other than works), monitoring and evaluation, reporting, and ensuring safeguards compliance under the Project as further elaborated in the Project Operations Manual; and
  - (c) establish by not later than three months following the Effective Date and thereafter maintain at all times during the implementation of the Project, a high-level Steering Committee, with composition, resources, terms of reference and functions acceptable to the Bank. The Steering Committee shall be responsible for providing strategic guidance, overall oversight of the Project and coordination and monitoring of the Project.

##### B. Project Operations Manual (POM)

1. The Borrower, through the PIU-1 and PIU-2 respectively, shall carry out the Project, in accordance with POM, satisfactory to the Bank, which shall include the rules, methods, guidelines, standard documents and procedures for the carrying out of the Project, including the following: (a) the detailed description of the Project activities and the institutional arrangements of the Project; (b) the detailed description of prioritization and eligibility criteria for the Project activities; (c) the Project accounting, auditing, reporting, financial, procurement and disbursement procedures; (d) the monitoring indicators for the Project; and (e) the detailed Project costs and financing.

2. The POM may not be assigned, amended, abrogated or waived, or permitted to be assigned, amended, abrogated or waived, or any provision thereof, in a manner which, in the opinion of the Bank, may materially and adversely affect the implementation of the Project. The POM may only be amended in consultation with, and after approval of, the Bank. In case of any conflict between the terms of the POM and those of this Agreement, the terms of this Agreement shall prevail.

**C. Annual Work Plan and Budget**

The Borrower, jointly through PIU-1 and PIU-2, shall:

- (a) unless otherwise agreed with the Bank, prepare and furnish to the Bank not later than December 1 of each year during the implementation of the Project, starting in 2020, a proposed Annual Work Plan and Budget for the next calendar year containing: (i) all activities to be carried out under the Project during that calendar year; and (ii) a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing; and
- (b) provide the Bank a reasonable opportunity to exchange views with the Borrower on each such proposed Annual Work Plan and Budget, and shall thereafter ensure that the Project is implemented with due diligence during said following year, in accordance with such Annual Work Plan and Budget as shall have been approved by the Bank; and not make or allow to be made any change to the approved Annual Work Plan and Budget without the Bank's prior written approval.

**D. Environmental and Social Standards**

1. The Borrower shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Borrower shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Borrower shall ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;
  - (b) sufficient funds are available to cover the costs of implementing the ESCP;
  - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.



3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Borrower shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
  - (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. The Borrower shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.
6. The Borrower shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, and subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

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

1. The Borrower, through the PIU-1 shall submit to the Bank each consolidated Project Report not later than forty-five days after the end of each calendar semester, covering the calendar semester.
2. Unless otherwise agreed with the Bank, the Borrower shall:
  - (a) Not later than December 1, 2022 undertake a mid-term review of the progress of the Project.

- (b) Not later than one month prior to the review referred to in paragraph (a) above, the Borrower shall furnish to the Bank for its comments a report, in such detail as the Bank shall reasonably request, on the progress of the Project and the various matters to be discussed at such review.
- (c) Following the review referred to in paragraph (a) above, the Borrower shall undertake to act promptly and diligently in order to take any corrective action deemed necessary to remedy any shortcoming noted in the implementation of the Project, and/or to implement such other measures as may have been agreed upon between the Borrower and the Bank in furtherance of the objectives of the Project.

**Section III. Withdrawal of Loan Proceeds**

**A. General**

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Loan Allocated (expressed in Euro)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, and consulting services, Operational Costs and Training for Part 1 and Part 3.1 of the Project	169,400,000	100%
(2) Goods, works, non-consulting services, and consulting services, Operational Costs and Training for Part 2 and Part 3.2 of the Project	14,500,000	100%
<b>TOTAL AMOUNT</b>	<b>183,900,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed seventy three million and five hundred and sixty thousand euro (€73,560,000) may be made for payments made prior to this date but on or after March 22, 2020 for Eligible Expenditures under Category (1) of the table above.
2. The Closing Date is June 30, 2024.

**SCHEDULE 3**

<b>Principal Payment Date</b>	<b>Installment Share</b>
On each May 15 and November 15 Beginning November 15, 2025 through May 15, 2034	5,26%
On November 15, 2034	5,32%

## APPENDIX

### Definitions

1. “Annual Work Plan and Budget” means the work plan and budget prepared annually by the Borrower and approved by the Borrower in accordance with Section I.C of Schedule 2 to this Agreement; “Annual Work Plans and Budgets” means more than one such Annual Work Plan and Budget.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated May 25, 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
5. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
6. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated December 14, 2018.
7. “Health and Education Facilities” means for the purpose of this Agreement a building, part of a building or area connected to the building, that is used for health and/or education purposes in Zagreb and surrounding area, and is listed in further detailed in the POM (as defined hereinafter).

8. "MOCPP" means the Borrower's ministry of construction and physical planning, or its successor thereof.
9. "MOF" means the Borrower's ministry of finance, or its successor thereof.
10. "MOH" means the Borrower's ministry of health or its successor thereof.
11. "MOSE" means the Borrower's ministry of science and education or its successor thereof.
12. "Operating Costs" means expenditures incurred by the Borrower on account of the Project implementation including for office supplies, utilities, bank charges, communication tools, advertisement fees, translation and interpretation services, car rental and fuel costs, office rental and maintenance, moving expenses, equipment insurance, maintenance and repair, printing and publications, travel per diem allowances and accommodation costs for PIU-1 and PIU-2 staff, and salaries for PIU-1 and PIU-2 staff, including social charges, but excluding salaries for the Borrower's civil servants.
13. "PIU-1" or "Project Implementation Unit – 1" means the project implementation unit to be established within MOCPP as described in Section I.A paragraph (a) of Schedule 2 to the Agreement.
14. "PIU-2" or "Project Implementation Unit – 2" means the project implementation unit to be established within MOH as described in Section I.A, paragraph (b) of Schedule 2 to the Agreement.
15. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
16. "Project Operations Manual" or "POM" means the Borrower's manual to be prepared by the Borrower, through the PIU in consultation with the MOF, MOH, MOCPP, and MOSE, referred to in Section I.B of Schedule 2 to this Agreement, as said manual may be amended from time to time by the Borrower, through the PIU, with the agreement of the Bank.
17. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions.
18. "Steering Committee" means the committee to be established for the Project by the Borrower in accordance with Section I.A, paragraph (c) of Schedule 2 to this Agreement.
19. "Training" means the Project related study tours, training courses, seminars, workshops and other training activities, including costs of training materials, space and equipment rental, travel, accommodation and per diem costs of trainees and trainers, trainers' fees, and other training related miscellaneous costs.