



HRVATSKI SABOR

KLASA: 022-02/22-01/07

URBROJ: 65-22-02

Zagreb, 24. veljače 2022.

P.Z. br. 254

**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 „Hrvatska: ususret održivom, pravednom i učinkovitom obrazovanju“*, koji je predsjedniku Hrvatskoga sabora podnijela Vlada Republike Hrvatske, aktom od 24. veljače 2022. godine.

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila ministra znanosti i obrazovanja dr. sc. Radovana Fuchsa i državne tajnike Ivicu Šuška i Stipu Mamića.

PREDSJEDNIK

Gordan Jandroković



VLADA REPUBLIKE HRVATSKE

KLASA: 022-03/21-11/52
URBROJ: 50301-04/12-22-10

Zagreb, 24. veljače 2022.

PREDSJEDNIKU HRVATSKOGA SABORA

PREDMET: Konačni prijedlog zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt „Hrvatska: ususret održivom, pravednom i učinkovitim obrazovanju“

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., 53/20., 119/20. - Odluka Ustavnog suda Republike Hrvatske i 123/20.), Vlada Republike Hrvatske podnosi Konačni prijedlog zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt „Hrvatska: ususret održivom, pravednom i učinkovitim obrazovanju“.

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila ministra znanosti i obrazovanja dr. sc. Radovana Fuchsa i državne tajnike Ivicu Šuška i Stipu Mamića.



**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU
IZMEĐU REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU I
RAZVOJ ZA PROJEKT „HRVATSKA: USUSRET ODRŽIVOM, PRAVEDNOM I
UČINKOVITOM OBRAZOVANJU“**

KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU IZMEĐU REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ ZA PROJEKT „HRVATSKA: USUSRET ODRŽIVOM, PRAVEDNOM I UČINKOVITOM OBRAZOVANJU“

I. USTAVNA OSNOVA

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 DONOŠENJEM ZAKONA ŽELI POSTIĆI

1. 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. godine 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 prihvaćanju 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. Konstituenca 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 (Sjedinjene Američke Države), 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 Jehan Arulpragasam, voditelj ureda Svjetske banke za Hrvatsku i Sloveniju vodi spomenuti ured od 1. srpnja 2021.

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 Bankom 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 67 ugovora (od kojih su 46 dugoročni javni zajmovi i 21 zajam uz državno jamstvo) u ukupnoj vrijednosti od 3,72 milijarde eura, što uz tehničku pomoć u obliku darovnica pruženu u ukupnom iznosu preko 64 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 Projekt „Hrvatska: ususret održivom, pravednom i učinkovitom obrazovanju“ (u daljnjem tekstu: Ugovor o zajmu), od 14. listopada 2021., pregovori o Ugovoru o zajmu, između ovlaštenog izaslanstva Republike Hrvatske i predstavnika Međunarodne banke za obnovu i razvoj, održani su 14. i 15. listopada 2021. Zapisnik s pregovora, koji sadrži pregled osnovnih tema o kojima se pregovaralo te odražava usuglašene stavove uključene u prijedlog teksta Ugovora o zajmu, potpisan je 15. listopada 2021. od strane voditelja ovlaštenog hrvatskog izaslanstva, u skladu sa spomenutom Odlukom.

Vlada Republike Hrvatske je Zaključkom, od 4. studenoga 2021., 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 je potpisan u Zagrebu 16. prosinca 2021.

2. Cilj koji se zakonom želi postići

OPIS ZAJMA

Zajmoprimac:	Republika Hrvatska
Zajmodavac:	Međunarodna banka za obnovu i razvoj
Iznos zajma:	25.000.000,00 EUR
Rok otplate:	10,5 godina uz 5 godina počeka
Kamatna stopa:	6-mj EURIBOR uvećan za promjenjivu kamatnu maržu
Dospijeca:	polugodišnja
Naknade:	početna naknada: 0,25 % od iznosa zajma i naknada na nepovučena sredstva: 0,25 % godišnje

Učinak obrazovnih reformi u Republici Hrvatskoj ograničen je niskim brojem obveznih nastavnih sati u osnovnom obrazovanju. Na razini primarnog obrazovanja, broj nastavnih sati u Republici Hrvatskoj je više nego duplo manji od europskog prosjeka (1.890 naspram europskog prosjeka od 4.062 sati). Jedan od ključnih preduvjeta za povećanje broja nastavnih sati odnosi se na infrastrukturne kapacitete škola. Gotovo 60 % učenika osnovnih škola pohađa nastavu dvije smjene, dok oko 3 % učenika pohađa nastavu u čak tri smjene. Koristeći mogućnost mobiliziranja dosad najvećeg iznosa sredstava Europske unije Vlada je predložila ambiciozni plan reforme i ulaganja za obrazovni sektor. Iz Nacionalnog plana oporavka i otpornosti 2021. - 2026. osigurana su sredstva u iznosu od 2,280 mlrd kuna za prelazak dodatnih 30 % učenika u jednu smjenu, a ostatak se planira financirati iz Operativnog programa konkurentnost i kohezija.

Zajam Svjetske banke za projekt „Hrvatska: ususret održivom, pravednom i učinkovitim obrazovanju“ u iznosu od 25 milijuna eura namijenjen je izradi modela cjelodnevne nastave temeljenom na najboljim europskim praksama, njegovoj eksperimentalnoj izvedbi u 50-ak škola, njihovoj infrastrukturnoj prilagodbi za novi koncept škole i vremena koje učenici provode u njoj, evaluaciji eksperimentalne provedbe koju će provoditi Nacionalni centar za vanjsko vrednovanje paralelno s nacionalnim ispitima, te jačanju kapaciteta Ministarstva znanosti i obrazovanja za provedbu reformi. Najveći dio zajma utrošit će se na prilagodbu infrastrukture 50 škola i provedbu standardiziranih ispita.

III. OSNOVNA PITANJA KOJA SE PREDLAŽU UREDITI ZAKONOM

Ovim zakonom potvrđuje se Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt „Hrvatska: ususret održivom, pravednom i učinkovitim obrazovanju“ potpisan 16. prosinca 2021., kako bi njegove odredbe, u smislu članka 141. Ustava Republike Hrvatske, postale dio unutarnjeg pravnog poretka Republike Hrvatske te se također propisuje način podmirenja financijskih obveza koje nastaju za Republiku Hrvatsku po Ugovoru o zajmu, kao i nadležnosti za provedbu zakona.

IV. OCJENA SREDSTAVA POTREBNIH ZA PROVOĐENJE 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., 53/20., 119/20. - Odluka Ustavnog suda Republike Hrvatske i 123/20.), prema kojemu 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 prijedlog zakona raspravi i prihvati u jednom čitanju.

Također, predlaže se stupanje na snagu zakona prvoga dana od dana objave u „Narodnim novinama“. Naime, sukladno članku IV. Ugovora o zajmu rok za stupanje na snagu je 90 dana nakon datuma potpisivanja, a budući da je Ugovor potpisan 16. prosinca 2021. rok za njegovo stupanje na snagu istječe 16. ožujka 2022.

**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU
IZMEĐU REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU I
RAZVOJ ZA PROJEKT „HRVATSKA: USUSRET ODRŽIVOM, PRAVEDNOM I
UČINKOVITOM OBRAZOVANJU“**

Članak 1.

Potvrđuje se Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt „Hrvatska: ususret održivom, pravednom i učinkovitim obrazovanju“ potpisan u Zagrebu 16. prosinca 2021. 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 9303-HR

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 sporazumjeli kako slijedi:

ČLANAK I. — OPĆI UVJETI; DEFINICIJE

- 1.01. Opći uvjeti (kako su određeni u Prilogu ovom Ugovoru) primjenjuju se i čine dio ovog Ugovora.
- 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 Prilogu ovom Ugovoru.

ČLANAK II. – ZAJAM

- 2.01. Banka je suglasna Zajmoprimcu pozajmiti iznos od dvadeset pet milijuna eura (25.000.000 EUR), koji se s vremena na vrijeme može konvertirati primjenom valutne konverzije („Zajam“), kao pomoć u financiranju projekta opisanog u Dodatku 1. ovom Ugovoru („Projekt“).
- 2.02. Zajmoprimac može povlačiti sredstva Zajma u skladu s odjeljkom III. Dodatka 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 promjenjivu 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. studenog svake godine.
- 2.07. Iznos glavnice Zajma otplaćuje se u skladu s Dodatkom 3. ovom Ugovoru.

ČLANAK III. – PROJEKT

- 3.01. Zajmoprimac izražava svoju predanost postizanju ciljeva Projekta. U tu se svrhu Zajmoprimac obvezuje Projekt provesti preko MZO-a u skladu s odredbama članka V. Općih uvjeta i Dodatka 2. ovom Ugovoru.

ČLANAK IV. – STUPANJE NA SNAGU; PRESTANAK

- 4.01. Dodatni uvjeti za stupanje na snagu sastoje se od sljedećeg: naime, da je Zajmoprimac: (i) izradio i usvojio POM, zadovoljavajući za Banku, i (ii) uspostavio Radnu skupinu na način koji je zadovoljavajući za Banku.
- 4.02. Rok za stupanje na snagu je devedeset (90) dana nakon datuma potpisivanja.
- 4.03. Za potrebe odjeljka 9.05.(b) Općih uvjeta obveze Zajmoprimca na temelju ovog Ugovora (osim onih koje se odnose na obveze plaćanja) prestaju dvadeset (20) godina nakon datuma potpisivanja.

ČLANAK V. – PREDSTAVNIK; ADRESE

- 5.01. Predstavnik Zajmoprimca je ministar nadležan za financije.
- 5.02. Za potrebe odjeljka 10.01. Općih uvjeta: (a) adresa Zajmoprimca je:

Ministarstvo financija
Katančičeva 5
10000 Zagreb
Republika Hrvatska

Faksimil: (385-1) 4922-598; i

(b) adresa elektroničke pošte Zajmoprimca je:

kabinet@mfin.hr

- 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;

Faksimil: 1-202-477-6391 i

(b) adresa elektroničke pošte Banke je:

gvincelette@worldbank.org

USUGLAŠENO na datum potpisivanja.

REPUBLIKA HRVATSKA

Ovlašteni predstavnik

Ime i prezime: Zdravko Marić, v.r.

Funkcija: potpredsjednik Vlade
Republike Hrvatske i ministar financija

Datum: 16. prosinca 2021.

MEĐUNARODNA BANKA ZA OBNOVU I RAZVOJ

Ovlašteni predstavnik

Ime i prezime: Jehan Arulpragasam, v.r.

Funkcija: direktor Svjetske banke za
Hrvatsku i Sloveniju

Datum: 16. prosinca 2021.

DODATAK 1.

Opis projekta

Cilj je Projekta poboljšati okruženje za učenje u odabranim školama prema sustavu cjelodnevne nastave (CN) te ojačati kapacitet Ministarstva znanosti i obrazovanja za širenje sustava cjelodnevne nastave i provedbu sektorskih reformi.

Projekt se sastoji od sljedećih dijelova:

Dio 1.: Više sati za više učenja

1. Tehnička pomoć MZO-u u izradi, provedbi i praćenju sustava cjelodnevne nastave, uz istovremeno učenje kroz provedbu kako bi se naučeno primijenilo prilikom uvođenja cjelodnevne nastave u veći broj škola u budućnosti, što uključuje sljedeće:
 - (a) razvoj sustava cjelodnevne nastave te njegovu prilagodbu na temelju iskustava stečenih u prvim godinama provedbe reforme, između ostalog, (i) izradom smjernica za povećanje vremena učenja za sve učenike i uključivanjem dodatnih izvannastavnih aktivnosti; (ii) definiranjem pedagoških praksi u skladu s novim kurikulumom; (iii) osmišljavanjem modela edukacije nastavnika; i (iv) angažiranjem profesora i stručnjaka iz ustanova visokog obrazovanja kao savjetnika za učenje koji će obučavati nastavnike za provedbu cjelodnevne nastave.
 - (b) osmišljavanje i razvoj napredne baze podataka o obrazovanju, koristeći administrativne podatke i podatke o uspjehu učenika od dionika obrazovnog sektora.
 - (c) (i) osmišljavanje i uspostavu programa „mentorstva među školama” u kojem se ravnatelji manje uspješnih demonstracijskih škola smještenih u vrlo siromašnim područjima uparaju s ravnateljima najuspješnijih škola; i (ii) dodjela malih darovnica demonstracijskim školama koje ispunjavaju uvjete i sudjeluju u programu „mentorstva među školama”, kako je opisano u Priručniku o malim darovnicama, za nabavu, između ostalog, materijala za učenje i manje informatičke opreme za učionice te za jačanje kapaciteta nastavnika.

Dio 2.: Projektiranje i predstavljanje infrastrukturnih rješenja za cjelodnevnu nastavu

1. Tehnička pomoć MZO-u pri prijelazu škola u moderne, klimatski otporne i energetske učinkovite objekte, između ostalog: (i) usvajanjem dizajna i standarda školske infrastrukture slijedeći relevantne međunarodne i europske prakse; (ii) izradom smjernica za potporu nacionalnim i sub-nacionalnim tijelima u nabavi, ishođenju dozvola i nadzoru; (iii) prikupljanjem podataka o postojećoj infrastrukturi radi dobivanja informacija o prioritizaciji kapitalnih ulaganja; (iv) provođenjem preliminarnih analitičkih studija, poput tehničkih pregleda i energetskih pregleda; i (v) razvojem mehanizama učenja i razmjene znanja radi razmjene najboljih praksi i poticanja uzajamnog učenja o novim načinima korištenja prostora za učenje.

2. Odabir, putem javnog poziva, škola koje će prve provoditi sustav cjelodnevne nastave i služiti kao demonstracijske škole za provedbu reforme („demonstracijske škole“), provođenje manjih infrastrukturnih ulaganja u demonstracijskim školama, kao što su manji radovi na sanaciji i obnovi, te nabava potrebnog školskog namještaja i opreme za demonstracijske škole kako bi im se olakšalo sudjelovanje u cjelodnevnoj nastavi.

Dio 3.: Jačanje kapaciteta MZO-a za provedbu reformi

1. Pružanje potpore za provedbu sustava cjelodnevne nastave, između ostalog, (i) jačanjem kapaciteta MZO-a da podrži ključne aspekte provedbe reforme, uključujući uspostavu Radne skupine za reforme unutar Ministarstva te (ii) pružanjem potpore Radnoj skupini za reforme u cjelokupnoj svakodnevnoj provedbi Projekta, što uključuje nabavu, financijsko upravljanje, praćenje i evaluaciju, provođenje revizija, komunikacijsku strategiju za informiranje javnosti o cjelodnevnoj nastavi, zaštitne mjere i provedbu mehanizama za rješavanje pritužbi.
2. Pružanje tehničke pomoći, provođenje edukacija i jačanje kapaciteta kao potpora MZO-u za osmišljavanje, provedbu i širenje sustava cjelodnevne nastave, između ostalog, (i) pregledom nacionalnih propisa o radu nastavnika, učenicima s posebnim potrebama, autonomiji škola i organizaciji školskog dana, (ii) pregledom okvira koji se odnosi na ljudske resurse u školskom sektoru, (iii) revizijom izračuna troškova reforme s ciljem uvođenja cjelodnevne nastave kako bi se osigurala dosljednost s reformama obrazovne politike, (iv) provođenjem procjene potreba i edukacije o upravljanju školama te (v) pružanjem potpore lokalnim samoupravama u prilagodbi njihove lokalne mreže škola i promicanju njihovog sudjelovanja u sustavu cjelodnevne nastave.
3. Tehnička pomoć za potporu MZO-u u osmišljavanju obrazovnih reformi koje nadilaze cjelodnevnu nastavu i navedene su u NPOO-u te kojima se, između ostalog, želi (i) restrukturirati model financiranja ranog razvoja djece i unaprijediti kapacitete odgojitelja predškolske djece; (ii) optimizirati i prilagoditi mrežu strukovnih škola kako bi se uskladila s potrebama gospodarstva i povećati sudjelovanje u programima općeg obrazovanja; i (iii) restrukturirati model financiranja visokog obrazovanja i poboljšati digitalne kompetencije profesora.
4. Potpora u uspostavi istraživačkog programa za praćenje i analizu utjecaja uvođenja cjelodnevne nastave, što uključuje provođenje evaluacije utjecaja na ishode u demonstracijskim školama i usporedbu sa statistički valjanom skupinom „kontrolnih škola“, kako je navedeno u POM-u, a kako bi se (i) usporedile razlike u prosječnim ishodima učenja kod učenika te u ishodima učenja kod učenika u nepovoljnom položaju, (ii) kako bi se na temelju dokaza podaci pravodobno iskoristili za buduće reformske aktivnosti te (iii) kako bi se stručnost ostalih nacionalnih/obrazovnih institucija iskoristila na korist učenika i nastavnika.

DODATAK 2.**Izvršenje projekta****Odjeljak I. Provedbeni aranžmani****A. Institucionalni aranžmani**

1. Ne ograničavajući primjenu odredbi članka V. Općih uvjeta, i osim ako Banka ne odobri drukčije, Zajmoprimac će tijekom čitavog razdoblja provedbe Projekta zadržati Radnu skupinu, unutar MZO-a, čiji su sastav, resursi, opis poslova i funkcije Banci prihvatljivi, a koja uključuje, među ostalim, stručnjaka za okoliš, stručnjaka za socijalni razvoj i stručnjaka za komunikaciju.
2. Zajmoprimac će, kroz MZO, osigurati da na čelu Radne skupine bude direktor projekta koji je odgovoran za svakodnevnu provedbu Projekta uključujući financijsko upravljanje, isplatu, nabavu, praćenje i evaluaciju, konsolidirano izvještavanje i osiguravanje usklađenosti sa zaštitnim mjerama u okviru Projekta, kako je dodatno razrađeno u Operativnom priručniku projekta (POM-u).

B. Operativni priručnik projekta

1. Zajmoprimac se, preko MZO-a, obvezuje provoditi Projekt, u skladu s Operativnim priručnikom projekta, na način koji Banka smatra zadovoljavajućim.
2. Zajmoprimac će se, kroz MZO, pobrinuti da POM obuhvaća pravila, metode, smjernice, standardne dokumente i procedure za provedbu Projekta, uključujući: (a) detaljan opis projektnih aktivnosti te institucionalnih aranžmana u okviru Projekta; (b) detaljan opis kriterija za prioritizaciju i prihvatljivost projektnih aktivnosti; (c) postupke vezane uz računovodstvo, reviziju, izvještavanje, financije, nabavu i isplatu u okviru Projekta; (d) pokazatelje koji će se koristiti u praćenju Projekta; i (e) detaljne troškove i financiranje Projekta.
3.
 - (a) 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.
 - (b) POM se smije izmijeniti samo u dogovoru s Bankom i nakon njezina odobrenja.
 - (c) U slučaju nesuglasja između uvjeta iz POM-a i ovog Ugovora, prednost imaju uvjeti ovog Ugovora.

C. Godišnji plan rada i proračun

Zajmoprimac se, preko Radne skupine, obvezuje:

- (a) osim ako je drukčije usuglašeno s Bankom, najkasnije do 15. studenog svake godine tijekom provedbe Projekta, počevši od 2022., 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 troškova 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 idućoj 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. Male darovnice

1. Kako bi se olakšala provedba dijela 1(1)(c) Projekta, Zajmoprimac se, kroz MZO, obvezuje dio sredstava Zajma staviti na raspolaganje demonstracijskim školama na temelju ugovora o darovnici između MZO-a i demonstracijske škole na koju se odnosi („Ugovor o darovnici“) za potrebe potprojekta male darovnice, pod uvjetima koje odobri Banka, što uključuje sljedeće:

- (a) MZO se obvezuje demonstracijskim školama dodijeliti male darovnice u skladu s kriterijima prihvatljivosti i procedurama koji su Banci prihvatljivi te koji će se detaljno opisati u Priručniku o malim darovnicama.

- (b) MZO se obvezuje sve male darovnice dodijeliti na temelju Ugovora o darovnici koji će se sklopiti s odnosnom demonstracijskom školom i koji će uključivati sljedeće:

(i) MZO stječe prava adekvatna za zaštitu njegovih interesa i interesa Banke, uključujući pravo na temelju kojeg može:

- (1) obustaviti ili prekinuti pravo demonstracijske škole na korištenje sredstava male darovnice, ili dobiti povrat cjelokupnog ili djelomičnog iznosa tada povučenih sredstava male darovnice, nakon što demonstracijska škola ne izvrši bilo koju od svojih obveza na temelju Ugovora o darovnici; i

- (2) zatražiti od svake demonstracijske škole:

(A) da provede svoj potprojekt male darovnice s dužnom pažnjom i učinkovito te u skladu sa zdravim tehničkim, ekonomskim, financijskim, upravljačkim, okolišnim i socijalnim standardima i praksama koji su Banci zadovoljavajući, uključujući u skladu s odredbama Smjernica za suzbijanje korupcije koje se primjenjuju na primatelje sredstava zajma osim Zajmoprimca;

(B) da osigura, koliko je brzo potrebno, sredstva potrebna u konkretnu svrhu;

(C) da nabavi robu, radove i usluge koji će se financirati iz Male darovnice u skladu s odredbama ovog Ugovora;

(D) da održava politike i procedure s pomoću kojih može, u skladu s pokazateljima prihvatljivima Banci, pratiti i evaluirati napredak u provedbi male darovnice i i postizanju njenih ciljeva;

(E) da održava sustav financijskog upravljanja i priprema financijske izvještaje u skladu s računovodstvenim standardima koji se dosljedno primjenjuju i koji su Banci prihvatljivi, oboje na primjeren način tako da se mogu prikazati operacije, sredstva i troškovi povezani s potprojektom male darovnice;

(F) da na zahtjev Banke ili MZO-a, osigura reviziju tih financijskih izvještaja od strane neovisnih revizora koji su Banci prihvatljivi, u skladu s revizijskim standardima koji se dosljedno primjenjuju i koji su Banci prihvatljivi, te da tako revidirane izvještaje odmah dostavi Zajmoprimcu i Banci;

(G) da MZO-u i Banci omogući uvid u potprojekt male darovnice, njegovo funkcioniranje te sve relevantne evidencije i dokumente; te

(H) da pripremi te MZO-u i Banci dostavi sve informacije koje MZO ili Banka opravdano zatraže u vezi s prethodno navedenim.

- (ii) Zajmoprimac, kroz MZO, ostvaruje svoja prava iz svakog Ugovora o darovnici na način kojim se štite interesi Zajmoprimca, MZO-a i Banke te postiže svrha Zajma i male darovnice.
- (iii) Osim ako Banka ne odobri drukčije, Zajmoprimac, kroz MZO, ne smije dodijeliti, izmijeniti, ukinuti ili izuzeti nijedan Ugovor o darovnici ili bilo koju njegovu odredbu.
- (iv) Osim ako nije drukčije dogovoreno s Bankom, maksimalni iznos vrijednosti male darovnice jednoj demonstracijskoj školi neće biti veći od dvadeset tisuća eura (€ 20.000).

E. Priručnik o malim darovnicama

1. Zajmoprimac će, kroz MZO, isplaćivati male darovnice u skladu s Priručnikom o malim darovnicama, koji je zadovoljavajući za Banku i uključuje pravila, metode, smjernice, standardne dokumente i postupke za provedbu potprojekata malih darovnica, uključujući sljedeće: (a) detaljan opis vrste aktivnosti u okviru potprojekta male darovnice i institucionalnih aranžmana za potprojekte malih darovnica; (b) detaljan opis određivanja prioriteta i kriterija prihvatljivosti za aktivnosti potprojekta male darovnice; (c) računovodstvene, revizijske, izvještajne, financijske postupke, kao i postupke nabave i isplate u okviru potprojekta male darovnice; i (d) pokazatelje praćenja za potprojekte malih darovnica.
2. (a) Zajmoprimac, kroz MZO, ne smije dodijeliti, izmijeniti, ukinuti ili izuzeti ili dopustiti da se dodijeli, izmijeni, ukine ili izuzme Priručnik o malim darovnicama ili bilo koja njegova odredba, na način koji, po mišljenju Banke, može materijalno i negativno utjecati na provedbu Projekta.

- (b) Zajmoprimac, kroz MZO, može mijenjati Priručnik o malim darovnicama jedino uz dogovor s Bankom i uz odobrenje Banke.
- (c) U slučaju nesuglasja između uvjeta iz Priručnika o malim darovnicama i ovog Ugovora, prednost imaju uvjeti ovog Ugovora.

F. Okolišni i socijalni standardi

1. Zajmoprimac, kroz MZO, 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, kroz MZO, 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, kroz MZO, osigurava:
 - (a) provedbu mjera i postupaka utvrđenih u ESCP-u na efikasan način i uz 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, stavljanja izvan snage, obustave ili izuzimanja ESCP-a ili bilo kojih njegovih odredbi, osim uz pisanu suglasnost Banke, kako je navedeno u ESCP-u, te objavu revidiranog ESCP-a neposredno nakon toga.
3. U slučaju nedosljednosti između ESCP-a i odredbi ovog Ugovora, prednost imaju uvjeti ovog Ugovora.
4. Zajmoprimac, kroz MZO, osigurava:
 - (a) poduzimanje svih mjera potrebnih za prikupljanje, sastavljanje i dostavljanje Banci informacija o stupnju usklađenosti s ESCP-om te ondje navedenim okolišnim i socijalnim instrumentima 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 ometaju ili za koje postoji opasnost da će ometati 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, ondje navedenim okolišnim i socijalnim instrumentima te Okolišnim i socijalnim standardima.
5. Zajmoprimac se, kroz MZO, obvezuje uspostaviti, objaviti, održavati i voditi pristupačan mehanizam za pritužbe radi zaprimanja i lakšeg rješavanja pitanja i pritužbi

osoba na koje Projekt utječe te poduzeti sve mjere potrebne i primjerene za rješavanje, ili lakše rješavanje, takvih pitanja i pritužbi, na način koji je Banci prihvatljiv.

6. Zajmoprimac, kroz MZO, 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 naručuju ili provode u skladu s navedenim ugovorima.

Odjeljak II. Praćenje, izvješćivanje i evaluacija Projekta

Zajmoprimac se, kroz MZO, obvezuje svako Izvješće o projektu Banci dostaviti najkasnije četrdeset i pet (45) dana od kraja svakog kalendarskog polugodišta, za to kalendarsko polugodište.

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 alociranom iznosu i, ako je primjenjivo, do postotka utvrđenog za svaku kategoriju u sljedećoj tablici:

Kategorija	Alocirani iznos Zajma (izraženo u EUR)	Postotak troškova za financiranje (uključujući poreze)
(1) Roba, radovi, nekonzultantske usluge i konzultantske usluge, edukacije i operativni troškovi za Dio 1(1) (a) i (b), Dio 2 i Dio 3 Projekta.	24.000.000	100%
(2) Male darovnice za demonstracijske škole za Dio 1(1)(c) Projekta.	1.000.000	100%
UKUPAN IZNOS	25.000.000	

B. Uvjeti povlačenja sredstava; razdoblje povlačenja sredstava.

1. Neovisno o odredbama prethodnog dijela A., ne mogu se povući sredstva:
- (a) za plaćanja izvršena prije datuma potpisivanja, osim sredstava čiji ukupni iznos ne premašuje pet milijuna eura (€ 5.000.000) i koja se mogu povući za plaćanja izvršena prije ovog datuma, ali na dan ili nakon jedne (1) godine prije datuma potpisivanja, za prihvatljive troškove; pod uvjetom da Banka prethodno odobri

zaključke revizije zaštite okoliša i socijalnih aspekata koju je provela Radna skupina u vezi s aktivnostima ili radovima predloženim za financiranje; ili

- (b) u okviru kategorije 2 sve dok Zajmoprimac ne izradi i ne usvoji Priručnik o malim darovnicama na zadovoljavajući način za Banku.

2. Datum zatvaranja je 30. lipnja 2026.

DODATAK 3.**Plan otplate vezan uz odobrenje Zajma**

U sljedećoj tablici utvrđeni su datumi plaćanja glavnice Zajma i postotak ukupnog iznosa glavnice Zajma plativ na svaki datum plaćanja glavnice („otplatna kvota”).

Otplata uz jednake otplatne kvote

Datum plaćanja glavnice	Otplatna kvota
Svakog 15. svibnja i 15. studenog Počevši od 15. svibnja 2027. do uključno 15. studenog 2031.	9,09 %
Na dan 15. svibnja 2032.	9,10 %

PRILOG

Definicije

1. „Smjernice za suzbijanje korupcije” znači, za potrebe stavka 6. Priloga Općim uvjetima, „Smjernice za suzbijanje i borbu protiv prijevara 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.
2. „Kategorija” znači kategorija utvrđena u tablici u odjeljku III.A. Dodatka 2. ovom Ugovoru.
3. „Demonstracijske škole“ znači oko pedeset (50) škola koje je MZO odabrao kao škole koje će prve provoditi sustav cjelodnevne nastave te služiti kao model i primjer provođenja reforme s ciljem uvođenja cjelodnevne nastave, a koje zadovoljavaju kriterije prihvatljivosti navedene u POM-u.
4. „Plan mjera za zaštitu okoliša i socijalne standarde” ili eng. pokrata „ESCP” znači plan s mjerama za zaštitu okoliša i socijalne standarde u okviru Projekta, od 15. listopada 2021., koji se s vremena na vrijeme može izmijeniti u skladu s njegovim odredbama, a u kojem su utvrđene materijalne mjere i postupci koje Zajmoprimac, kroz MZO, provodi ili čije provođenje osigurava za ublažavanje potencijalnih okolišnih i socijalnih rizika te utjecaja Projekta, što uključuje vremenske okvire postupaka i mjera, institucionalne aranžmane, zapošljavanje, osposobljavanje, praćenje i izvješćivanje te sve okolišne i socijalne instrumente koji će se na temelju toga pripremiti.
5. „Okolišni i socijalni standardi” ili eng. pokrata „ESS” znači zajedno: (i) „Okolišni i socijalni standard 1.: Procjena i upravljanje okolišnim i socijalnim rizicima i utjecajima”; (ii) „Okolišni i socijalni standard 2.: Rad i uvjeti rada”; (iii) „Okolišni i socijalni standardi 3.: Učinkovito korištenje resursa te sprječavanje i upravljanje onečišćenjem”; (iv) „Okolišni i socijalni standard 4.: Zdravlje i sigurnost zajednice”; (v) „Okolišni i socijalni standard 5.: Stjecanje zemljišta, ograničavanje korištenja zemljišta i nedobrovoljno preseljenje”; (vi) „Okolišni i socijalni standard 6.: Očuvanje bioraznolikosti i održivo upravljanje živim prirodnim resursima”; (vii) „Okolišni i socijalni standard 7.: Autohtono stanovništvo/zapostavljene tradicionalne lokalne zajednice subsaharske Afrike”; (viii) „Okolišni i socijalni standard 8.: Kulturna baština; (i) „Okolišni i socijalni standard 9.: Financijski posrednici”; (x) „Okolišni i socijalni standard 10.: Angažman dionika i objavljivanje 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. (revidirani 1. kolovoza 2020., 21. prosinca 2020. i 1. travnja 2021.).
7. „Ugovor o darovnici“ znači ugovor koji će sklopiti MZO i demonstracijska škola i koji je naveden u odjeljku D Dodatka 2. ovom Ugovoru.
8. „MZO” znači Ministarstvo znanosti i obrazovanja Zajmoprimca, ili bilo koji njegov pravni sljednik.

9. „NPOO” znači Nacionalni plan oporavka i otpornosti Zajmoprimca i odnosi se na okvir reformi politika radi postizanja, između ostalog, ciljeva koji se odnose na razvoj, socijalne aspekte (uključujući obrazovanje) i zaštitu okoliša u razdoblju 2021.-2026.
10. „Operativni troškovi“ znači prihvatljivi troškovi za dodatne izdatke nastale zbog provedbe Projekta, a koji se, između ostalog, sastoje od troškova komunikacije, uredskog materijala i održavanja, manjeg preuređenja ureda te održavanja opreme, režijskih troškova, troškova umnožavanja/ispisa dokumenata, potrošnog materijala, upravljanja i održavanja vozila, bankovnih naknada, putnih troškova i dnevnica za osoblje Projekta za putovanja povezana s provedbom Projekta, (isključujući konzultantske usluge i plaće državnih službenika Zajmoprimca), sve kako je odobrila Banka.
11. „Propisi o nabavi” znači, za potrebe točke 87. Priloga Općim uvjetima, „Propisi Svjetske banke o nabavi za Zajmoprimce IPF-a”, od studenog 2020.
12. „Operativni priručnik projekta“ i kratica „POM” znači priručnik Zajmoprimca koji je MZO izradio na Banci prihvatljiv način i koji pruža smjernice za provedbu Projekta te ispunjava zahtjeve navedene u odjeljku I.B Dodatka 2. ovom Ugovoru.
13. „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.
14. „Male darovnice“ znači darovnice koje MZO isplaćuje demonstracijskim školama kako je navedeno u odjeljku I.D Dodatka 2. ovom Ugovoru i Priručniku o malim darovnicama.
15. „Priručnik o malim darovnicama“ znači priručnik MZO-a s uputama za isplatu malih darovnica demonstracijskim školama kako je navedeno u odjeljku I.E Dodatka 2. ovom Ugovoru.
16. „Potprojekt male darovnice“ znači projekt koji će provesti demonstracijska škola financirana malom darovnicom u skladu s Ugovorom o darovnici, kako je navedeno u odjeljku I.D Dodatka 2. ovom Ugovoru i Priručniku o malim darovnicama.
17. „Edukacije“ znači razumni troškovi povezani s edukacijama u okviru Projekta koji se mogu pripisati studijskim putovanjima, tečajevima, seminarima, radionicama i drugim aktivnostima osposobljavanja, koje nisu uključene u ugovore pružatelja usluga, uključujući troškove materijala za obuku, iznajmljivanja prostora i opreme, putovanja, troškove smještaja i dnevnica polaznika i edukatora, naknade za edukatore i druge razne troškove vezane za edukacije, sve uz odobrenje Banke.
18. „Radna skupina“ znači tim unutar MZO-a, koji djeluje kao Zajmoprimčeva jedinica za provedbu Projekta („JPP“), odgovoran, u suradnji s ostalim jedinicama MZO-a (kako je utvrđeno u POM-u), za svakodnevnu provedbu Projekta, uključujući financijsko upravljanje, isplatu, nabavu, praćenje i evaluaciju, konsolidirano izvješćivanje i osiguranje usklađenosti sa zaštitnim mjerama u okviru Projekta.

19. Kratica „CN” znači cjelodnevna nastava, Zajmoprimčev program opisan u NPOO-u, usmjeren na povećanje kvalitete nastave i ishoda učenja kod učenika osnovne i nižih razreda srednje škole, osobito kod učenika u nižem socioekonomskom položaju, povećanjem broja obveznih sati nastave, stalnim usavršavanjem nastavnika i sustavnim vanjskim vrednovanjem ishoda učenja.

LOAN NUMBER 9303-HR**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 twenty-five million Euros (€25,000,000), 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 Variable 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 the Project through the MSE 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 Conditions of Effectiveness consists of the following: namely that the Borrower has: (i) developed and adopted a POM, satisfactory to the Bank, and (ii) established the Working Group in a manner satisfactory to the Bank.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. For purposes of Section 9.05(b) of the General Conditions, the date on which the obligations of the Borrower under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years 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: (a) the Borrower's address is:

Ministry of Finance
Katanciceva 5
10000 Zagreb
Republic of Croatia

Facsimile: (385-1) 4922-598; and

(b) the Borrower's Electronic Address is:

kabinet@mfin.hr

- 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;

Facsimile: 1-202-477-6391; and

(b) the Bank's Electronic Address is:

gvincelette@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: December 16, 2021

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By:

Authorized Representative

Name: Jehan Arulpragasam

Title: Country Manager

Date: December 16, 2021

SCHEDULE 1

Project Description

The objective of the Project is to improve the learning environment in selected schools under the WDS system and to strengthen the capacity of the MSE to scale up the WDS system and implement sector reforms.

The Project consists of the following parts:

Part 1: Ensure that more hours translate into more student learning

1. Technical assistance to MSE to design and support implementation and monitoring of the WDS system while learning from its rollout to inform the MSE's future scale up of the reform, including through:
 - (a) The development of the WDS system and its adjustment following experience during the initial years of implementation by, inter alia, (i) developing guidelines to increase learning time for all students and incorporate additional extracurricular activities; (ii) defining pedagogical practices consistent with the new curriculum; (iii) designing training models for teachers; and (iv) contracting professors and experts from higher education institutions as learning counselors to train teachers in WDS implementation.
 - (b) The design and development of an advanced education database, utilizing administrative and student performance data by education sector stakeholders.
 - (c) (i) Design and establishment of a "peer-mentoring" program that would pair principals from Demonstration Schools with poor academic performance and located in high poverty areas, with principals from top-performing schools; and (ii) provision of Small Grants to eligible Demonstration Schools participating in the "peer-mentoring" program, as set forth under the Small Grants Manual, to procure, inter alia, learning materials, minor information technology equipment for classrooms, and to build the capacity of teachers.

Part 2: Design and demonstrate infrastructure solutions for WDS

1. Technical assistance to MSE to transition schools into modern, climate-resilient and energy-efficient facilities by, inter alia: (i) adopting school infrastructure designs and standards following relevant international and European practices; (ii) developing guidelines to support national and subnational authorities in procurement, permits, and supervision; (iii) gathering data on existing infrastructure to inform prioritization of capital investments; (iv) carrying out preliminary analytical studies such as technical surveys and energy audits; and (v) developing learning and knowledge exchange mechanisms to exchange best practices and foster peer-to-peer learning around novel ways of using learning spaces.

2. Selecting, through a public call, the schools pioneering the implementation of the WDS system and serving as demonstration schools for the reform (“Demonstration Schools”) and implementing minor infrastructure investments in the Demonstration Schools , such as minor rehabilitation and refurbishment work, and procuring necessary school furniture and equipment for Demonstration Schools to facilitate their participation in the WDS.

Part 3: Strengthen MSE’s capacity to implement reforms

1. Provision of support for the implementation of the WDS system, including by: (i) strengthening MSE’s capacity to support key aspects of implementing the reform, including the establishment of the Reform Working Group; and (ii) support to the Reform Working Group in the overall day-to-day implementation of the Project, including procurement, financial management, monitoring and evaluation, carrying out of audits, communication and outreach strategy on the WDS, safeguards and implementation of grievance redress mechanisms.
2. Technical assistance, training and capacity-building to support MSE in the design, implementation and scale up of the WDS system, by inter alia (i) reviewing national regulations governing teachers, students with special needs, school autonomy, and organization of school day; (ii) reviewing the framework for human resources in the school sector; (iii) revising the WDS reform costing to ensure consistency with education policy reforms; (iv) conducting a needs assessment and training on school management; and (v) supporting local governments to adapt their local school network and promote their participation in the WDS system.
3. Technical assistance to support the MSE with the design of educational reforms beyond the WDS set forth under the NRRP, that seek to inter alia, (i) restructure the early childhood development financing model and enhance capacities of preschool teachers; (ii) optimize and adapt the vocational education school network to align with the needs of the economy and increase participation in general education programs; and (iii) restructure the higher education financing model and enhance the digital competencies of professors.
4. Support the establishment of a research program to monitor and analyze the impact of the WDS reform, including by conducting an impact evaluation of outcomes in Demonstration Schools vis-à-vis a statistically valid group of “control schools”, as set forth in the POM, to (i) compare differences in average student learning outcomes and learning outcomes among disadvantaged students; (ii) inform future reform activities in a timely and evidence-based manner; and (iii) leverage the expertise of other national educational institutions for the benefit of students and teachers.

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 maintain at all times during the implementation of the Project, a Working Group, withing MSE, with composition, resources, terms of reference and functions acceptable to the Bank, including, inter alia, an environmental specialist, social development specialist and communication specialist.
2. The Borrower shall ensure that the Reform Working Group is headed by a Project director and is responsible for the day-to-day implementation of the Project, including financial management, disbursement, procurement, monitoring and evaluation, consolidated reporting, and ensuring safeguards compliance under the Project, as further elaborated in the Project Operations Manual ("POM").

B. Project Operations Manual

1. The Borrower, through MSE, shall carry out the Project in accordance with the POM, satisfactory to the Bank.
2. The Borrower shall ensure that the POM includes the rules, methods, guidelines, standard documents and procedures for the carrying out of the Project, including: (a) a detailed description of the Project activities and the institutional arrangements of the Project; (b) a 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.
3.
 - (a) 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.
 - (b) The POM may only be amended in consultation with, and after approval of, the Bank.
 - (c) 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, through the Reform Working Group, shall:

- (a) unless otherwise agreed with the Bank, prepare and furnish to the Bank, not later than November 15 of each year during the implementation of the Project starting in 2022, 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. Small Grants

1. To facilitate the carrying out of Part 1(1)(c) of the Project, the Borrower, through MSE, shall make part of the proceeds of the Loan available to Demonstration Schools under a grant agreement between the Borrower and the respective Demonstration School ("Grant Agreement") for purposes of a Small Grant Sub-project, under terms and conditions approved by the Bank, which shall include the following:
 - (a) MSE shall make Small Grants to Demonstration Schools in accordance with eligibility criteria and procedures acceptable to the Bank, which shall be detailed in the Small Grants Manual.
 - (b) MSE shall make each Small Grant under a Grant Agreement with the respective Demonstration School on terms and conditions approved by the Bank, which shall include the following:
 - (i) MSE shall obtain rights adequate to protect its interests and those of the Bank, including the right to:
 - (1) suspend or terminate the right of the Demonstration School to use the proceeds of the Small Grant, or obtain a refund of all or any part of the amount of the Small Grant then withdrawn, upon the Demonstration School's failure to perform any of its obligations under the Grant Agreement; and
 - (2) require each Demonstration School to:
 - (A) carry out its Small Grant Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Borrower;

(B) provide, promptly as needed, the resources required for the purpose;

(C) procure the goods, works and services to be financed out of the Small Grant in accordance with the provisions of this Agreement;

(D) maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with indicators acceptable to the Bank, the progress of the Small Grant and the achievement of its objectives;

(E) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Small Grant Sub-project;

(F) at the Bank's or the Borrower's request, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Borrower and the Bank;

(G) enable the Borrower and the Bank to inspect the Small Grant Sub-project, its operation and any relevant records and documents; and

(H) prepare and furnish to the Borrower and the Bank all such information as the Borrower or the Bank shall reasonably request relating to the foregoing.

- (ii) The Borrower, through MSE, shall exercise its rights under each Grant Agreement in such manner as to protect the interests of the Borrower, MSE and the Bank and to accomplish the purposes of the Loan and the Small Grant.
- (iii) Except as the Bank shall otherwise agree, the Borrower, through MSE, shall not assign, amend, abrogate or waive any Grant Agreement or any of its provisions.
- (iv) Unless otherwise agreed with the Bank, the maximum amount of the value of the Small Grant to a single Demonstration School shall not exceed twenty thousand Euros (€20,000).

E. Small Grants Manual

1. The Borrower, through the MSE, shall disburse the Small Grants in accordance with a Small Grants Manual, satisfactory to the Bank, which shall include the rules, methods, guidelines, standard documents and procedures for carrying out Small Grant Sub-

projects, including the following: (a) a detailed description of the type of Small Grant Sub-project activities and the institutional arrangements for Small Grant Sub-projects; (b) a detailed description of prioritization and eligibility criteria for Small Grant Sub-project activities; (c) the Small Grant Sub-project accounting, auditing, reporting, financial, procurement and disbursement procedures; and (d) the monitoring indicators for Small Grant Sub-projects.

2. (a) The Borrower, through MSE, may not assign, amend, abrogate or waive, or permit to be assigned, amended, abrogated or waived, the Small Grants Manual or any provision thereof, in a manner which, in the opinion of the Bank, may materially and adversely affect the implementation of the Project.
- (b) The Borrower, through MSE, may only amend the Small Grants Manual in consultation with, and after the approval of, the Bank.
- (c) In case of any conflict between the terms of the Small Grants Manual and those of this Agreement, the terms of this Agreement shall prevail.

F. Environmental and Social Standards.

1. The Borrower, through MSE, 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, through MSE, 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, through MSE, shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as 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, through MSE, 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, through MSE, 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, through MSE, shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, 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

The Borrower, through MSE, shall furnish to the Bank each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

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, Trainings and Operating Costs for Part 1(1) (a) and (b), Part 2 and Part 3 of the Project.	24.000.000	100%
(2) Small Grants for Demonstration Schools for Part 1(1)(c) of the Project.	1.000.000	100%
TOTAL AMOUNT	25.000.000	

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed five million Euro (€5,000,000) may be made for payments made prior to this date but on or after one (1) year prior to the Signature Date, for Eligible Expenditures, subject to the Bank's prior approval of the conclusions of an environmental and social audit conducted by the Reform Working Group of the activity or work proposed for financing; or
 - (b) under Category 2 until the Borrower has developed and adopted, to the Bank's satisfaction, the Small Grants Manual.
2. The Closing Date is June 30, 2026.

SCHEDULE 3**Commitment-Linked Amortization Repayment Schedule**

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”).

Level Principal Repayments

Principal Payment Date	Installment Share
On each May 15 and November 15 Beginning May 15, 2027 through November 15, 2031	9,09%
On May 15, 2032	9,10%

APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 6 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.
2. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
3. “Demonstration Schools” means the approximately fifty (50) schools selected by the MSE to pioneer the implementation of the WDS system and serve as “model/demonstration” schools for the WDS reform and meeting the eligibility criteria set forth in the POM.
4. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated [insert date of negotiations], 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, through MSE, 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 (revised on August 1, 2020, December 21, 2020, and April 1, 2021).
7. “Grant Agreement” refers to an agreement to be entered into between MSE and a Demonstration School and referred to in Schedule 2, Section D hereto.

8. “MSE” means the Borrower’s Ministry of Science and Education, or any legal successor thereto.
9. “NRRP” means the Borrower’s National Resilience and Recovery Plan and refers to a policy reform framework that seeks to achieve, inter alia, development, social (including education) and environmental objectives during the 2021-2026 period.
10. “Operating Costs” means reasonable costs for the incremental expenses incurred on account of Project implementation, consisting of, inter alia, communication costs, office supplies and maintenance, minor office refurbishing, and equipment maintenance, utilities, document duplication/printing, consumables, vehicle operation and maintenance, bank fees, travel cost and per diem for Project staff for travel linked to the implementation of the Project, (but excluding consulting services and salaries of officials of the Borrower’s civil service), all as approved by the Bank.”
11. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
12. “Program Operational Manual” and the acronym “POM” means the Borrower’s manual, acceptable to the Bank, guiding implementation of the Project and meeting the requirements set out in section I.B of Schedule 2 to this Agreement.
13. “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.
14. “Small Grants” means grants disbursed by the MSE to Demonstration Schools as set forth under Schedule 2, section I.D hereto and the Small Grants Manual.
15. “Small Grants Manual” means the MSE’s manual governing the disbursement of Small Grants to Demonstration Schools, as set forth under Schedule 2, section I.E hereto.
16. “Small Grant Sub-project” means a project to be carried out by a Demonstration School financed with a Small Grant under a Small Grant Agreement, as set forth in Schedule 2, section I.D hereto and the Small Grants Manual.
17. “Trainings” means the reasonable costs associated with training under the Project and attributable to study tours, training courses, seminars, workshops and other training activities, not included under service providers’ contracts, 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, all as approved by the Bank.
18. “Working Group” means the team within the MSE, serving as Borrower’s implementation unit for the Project (“PIU”), responsible, in cooperation with other MSE units (as identified in the POM), for the day-to-day implementation of the Project, including financial management, disbursement, procurement, monitoring and evaluation, consolidated reporting, and ensuring safeguards compliance under the Project.

19. The acronym “WDS” means Whole Day School, the Borrower’s program outlined in the NRRP, seeking to increase the quality of teaching and learning outcomes of primary and lower secondary students, especially students from lower socioeconomic backgrounds, by increasing the number of compulsory classes, continuous teacher training and systematic external evaluation of learning outcomes.

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 2022. - 2032., prema planovima otplate do konačne otplate zajma.

Članak 4.

Provedba ovoga Zakona u djelokrugu je tijela državne uprave nadležnog za poslove financija i tijela državne uprave nadležnog za poslove znanosti i obrazovanja.

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 prvoga dana od dana objave u „Narodnim novinama“.

O B R A Z L O Ž E N J E

Člankom 1. utvrđuje se da Hrvatski sabor potvrđuje Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt „Hrvatska: ususret održivom, pravednom i učinkovitim obrazovanju“, 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

Članak 2. Sadrži tekst Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt „Hrvatska: ususret održivom, pravednom i učinkovitim obrazovanju“, u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik.

Člankom 3. utvrđuje se način planiranja i podmirivanja financijskih obveza koje nastaju za Republiku Hrvatsku kao zajmoprimca na temelju Ugovora o zajmu.

Člankom 4. utvrđeno je da je provedba Zakona o potvrđivanju u djelokrugu tijela državne uprave nadležnih za poslove znanosti i obrazovanja te financija.

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 odgovor na krizu i podršku oporavku nije na snazi te će se podatci o njegovom stupanju na snagu objaviti sukladno članku 30. stavku 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

Člankom 6. uređeno je stupanje na snagu ovoga Zakona, koje se predlaže prvoga dana od dana objave u „Narodnim novinama“. Naime, sukladno članku IV. Ugovora o zajmu rok za stupanje na snagu je 90 dana nakon datuma potpisivanja, a budući da je Ugovor potpisan 16. prosinca 2021. rok za njegovo stupanje na snagu istječe 16. ožujka 2022.

Prilog:

- preslika teksta Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt „Hrvatska: ususret održivom, pravednom i učinkovitom obrazovanju“

LOAN NUMBER 9303-HR

Loan Agreement

(Croatia: Towards Sustainable, Equitable and Efficient Education 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 twenty-five million Euros (€25,000,000), 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 Variable 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 the Project through the MSE 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 Conditions of Effectiveness consists of the following: namely that the Borrower has: (i) developed and adopted a POM, satisfactory to the Bank; and (ii) established the Working Group in a manner satisfactory to the Bank.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. For purposes of Section 9.05(b) of the General Conditions, the date on which the obligations of the Borrower under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years 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: (a) the Borrower's address is:

Ministry of Finance
Katanciceva 5
10000 Zagreb
Republic of Croatia

Facsimile: (385-1) 4922-598; and

(b) the Borrower's Electronic Address is:

kabinet@mfin.hr

- 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;

Facsimile: 1-202-477-6391; and

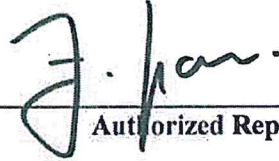
(b) the Bank's Electronic Address is:

gvincelette@worldbank.org

AGREED as of the Signature Date.

REPUBLIC OF CROATIA

By:



Authorized Representative

Name: ZDRAVKO MARIC

Title: DEPUTY PRIME MINISTER AND
MINISTER OF FINANCE

Date: DECEMBER 16, 2021

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By:



Authorized Representative

Name: JEHAN ARULPRAGASAM

Title: COUNTRY MANAGER

Date: DECEMBER 16, 2021

SCHEDULE 1

Project Description

The objective of the Project is to improve the learning environment in selected schools under the WDS system and to strengthen the capacity of the MSE to scale up the WDS system and implement sector reforms.

The Project consists of the following parts:

Part 1: Ensure that more hours translate into more student learning

1. Technical assistance to MSE to design and support implementation and monitoring of the WDS system while learning from its rollout to inform the MSE's future scale up of the reform, including through:
 - (a) The development of the WDS system and its adjustment following experience during the initial years of implementation by, *inter alia*: (i) developing guidelines to increase learning time for all students and incorporate additional extracurricular activities; (ii) defining pedagogical practices consistent with the new curriculum; (iii) designing training models for teachers; and (iv) contracting professors and experts from higher education institutions as learning counselors to train teachers in WDS implementation.
 - (b) The design and development of an advanced education database, utilizing administrative and student performance data by education sector stakeholders.
 - (c) (i) Design and establishment of a "peer-mentoring" program that would pair principals from Demonstration Schools with poor academic performance and located in high poverty areas, with principals from top-performing schools; and (ii) provision of Small Grants to eligible Demonstration Schools participating in the "peer-mentoring" program, as set forth under the Small Grants Manual, to procure, *inter alia*, learning materials, minor information technology equipment for classrooms, and to build the capacity of teachers.

Part 2: Design and demonstrate infrastructure solutions for WDS

1. Technical assistance to MSE to transition schools into modern, climate-resilient and energy-efficient facilities by, *inter alia*: (i) adopting school infrastructure designs and standards following relevant international and European practices; (ii) developing guidelines to support national and subnational authorities in procurement, permits, and supervision; (iii) gathering data on existing infrastructure to inform prioritization of capital investments; (iv) carrying out preliminary analytical studies such as technical surveys and energy audits; and (v) developing learning and knowledge exchange mechanisms to exchange best practices and foster peer-to-peer learning around novel ways of using learning spaces.

2. Selecting, through a public call, the schools pioneering the implementation of the WDS system and serving as demonstration schools for the reform (“Demonstration Schools”) and implementing minor infrastructure investments in the Demonstration Schools, such as minor rehabilitation and refurbishment work, and procuring necessary school furniture and equipment for Demonstration Schools to facilitate their participation in the WDS.

Part 3: Strengthen MSE’s capacity to implement reforms

1. Provision of support for the implementation of the WDS system, including by: (i) strengthening MSE’s capacity to support key aspects of implementing the reform, including the establishment of the Working Group; and (ii) support to the Working Group in the overall day-to-day implementation of the Project, including procurement, financial management, monitoring and evaluation, carrying out of audits, communication and outreach strategy on the WDS, safeguards and implementation of grievance redress mechanisms.
2. Technical assistance, training and capacity-building to support MSE in the design, implementation and scale up of the WDS system, by *inter alia*: (i) reviewing national regulations governing teachers, students with special needs, school autonomy, and organization of school day; (ii) reviewing the framework for human resources in the school sector; (iii) revising the WDS reform costing to ensure consistency with education policy reforms; (iv) conducting a needs assessment and training on school management; and (v) supporting local governments to adapt their local school network and promote their participation in the WDS system.
3. Technical assistance to support the MSE with the design of educational reforms beyond the WDS set forth under the NRRP, that seek to *inter alia*: (i) restructure the early childhood development financing model and enhance capacities of preschool teachers; (ii) optimize and adapt the vocational education school network to align with the needs of the economy and increase participation in general education programs; and (iii) restructure the higher education financing model and enhance the digital competencies of professors.
4. Support the establishment of a research program to monitor and analyze the impact of the WDS reform, including by conducting an impact evaluation of outcomes in Demonstration Schools *vis-à-vis* a statistically valid group of “control schools”, as set forth in the POM, to: (i) compare differences in average student learning outcomes and learning outcomes among disadvantaged students; (ii) inform future reform activities in a timely and evidence-based manner; and (iii) leverage the expertise of other national educational institutions for the benefit of students and teachers.

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 maintain at all times during the implementation of the Project, a Working Group, within MSE, with composition, resources, terms of reference and functions acceptable to the Bank, including, *inter alia*, an environmental specialist, social development specialist and a communication specialist.
2. The Borrower, through MSE, shall ensure that the Working Group is headed by a Project director and is responsible for the day-to-day implementation of the Project, including financial management, disbursement, procurement, monitoring and evaluation, consolidated reporting, and ensuring safeguards compliance under the Project, as further elaborated in the Project Operations Manual ("POM").

B. Project Operations Manual

1. The Borrower, through MSE, shall carry out the Project in accordance with the POM, satisfactory to the Bank.
2. The Borrower, through MSE, shall ensure that the POM includes the rules, methods, guidelines, standard documents and procedures for the carrying out of the Project, including: (a) a detailed description of the Project activities and the institutional arrangements of the Project; (b) a 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.
3.
 - (a) 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.
 - (b) The POM may only be amended in consultation with, and after approval of, the Bank.
 - (c) 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, through the Working Group, shall:

- (a) unless otherwise agreed with the Bank, prepare and furnish to the Bank, not later than November 15 of each year during the implementation of the Project starting in 2022, 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. Small Grants

- 1. To facilitate the carrying out of Part 1(1)(c) of the Project, the Borrower, through MSE, shall make part of the proceeds of the Loan available to Demonstration Schools under a grant agreement between MSE and the respective Demonstration School ("Grant Agreement") for purposes of a Small Grant Sub-project, under terms and conditions approved by the Bank, which shall include the following:
 - (a) MSE shall make Small Grants to Demonstration Schools in accordance with eligibility criteria and procedures acceptable to the Bank, which shall be detailed in the Small Grants Manual.
 - (b) MSE shall make each Small Grant under a Grant Agreement with the respective Demonstration School on terms and conditions approved by the Bank, which shall include the following:
 - (i) MSE shall obtain rights adequate to protect its interests and those of the Bank, including the right to:
 - (1) suspend or terminate the right of the Demonstration School to use the proceeds of the Small Grant, or obtain a refund of all or any part of the amount of the Small Grant then withdrawn, upon the Demonstration School's failure to perform any of its obligations under the Grant Agreement; and
 - (2) require each Demonstration School to:
 - (A) carry out its Small Grant Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Borrower;

(B) provide, promptly as needed, the resources required for the purpose;

(C) procure the goods, works and services to be financed out of the Small Grant in accordance with the provisions of this Agreement;

(D) maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with indicators acceptable to the Bank, the progress of the Small Grant and the achievement of its objectives;

(E) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Small Grant Sub-project;

(F) at the Bank's or MSE's request, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to MSE and the Bank;

(G) enable MSE and the Bank to inspect the Small Grant Sub-project, its operation and any relevant records and documents; and

(H) prepare and furnish to MSE and the Bank all such information as MSE or the Bank shall reasonably request relating to the foregoing.

- (ii) The Borrower, through MSE, shall exercise its rights under each Grant Agreement in such manner as to protect the interests of the Borrower, MSE and the Bank and to accomplish the purposes of the Loan and the Small Grant.
- (iii) Except as the Bank shall otherwise agree, the Borrower, through MSE, shall not assign, amend, abrogate or waive any Grant Agreement or any of its provisions.
- (iv) Unless otherwise agreed with the Bank, the maximum amount of the value of the Small Grant to a single Demonstration School shall not exceed twenty thousand Euros (€20,000).

E. Small Grants Manual

- 1. The Borrower, through MSE, shall disburse the Small Grants in accordance with a Small Grants Manual, satisfactory to the Bank, which shall include the rules, methods, guidelines,

standard documents and procedures for carrying out Small Grant Sub-projects, including the following: (a) a detailed description of the type of Small Grant Sub-project activities and the institutional arrangements for Small Grant Sub-projects; (b) a detailed description of prioritization and eligibility criteria for Small Grant Sub-project activities; (c) the Small Grant Sub-project accounting, auditing, reporting, financial, procurement and disbursement procedures; and (d) the monitoring indicators for Small Grant Sub-projects.

2. (a) The Borrower, through MSE, may not assign, amend, abrogate or waive, or permit to be assigned, amended, abrogated or waived, the Small Grants Manual or any provision thereof, in a manner which, in the opinion of the Bank, may materially and adversely affect the implementation of the Project.
- (b) The Borrower, through MSE, may only amend the Small Grants Manual in consultation with, and after the approval of, the Bank.
- (c) In case of any conflict between the terms of the Small Grants Manual and those of this Agreement, the terms of this Agreement shall prevail.

F. Environmental and Social Standards

1. The Borrower, through MSE, 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, through MSE, 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, through MSE, shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as 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, through MSE, 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, through MSE, 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, through MSE, shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, 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

The Borrower, through MSE, shall furnish to the Bank each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

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, Trainings and Operating Costs for Part 1(1) (a) and (b), Part 2 and Part 3 of the Project.	24,000,000	100%
(2) Small Grants for Demonstration Schools for Part 1(1)(c) of the Project.	1,000,000	100%
TOTAL AMOUNT	25,000,000	

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed five million Euro (€5,000,000) may be made for payments made prior to this date but on or after one (1) year prior to the Signature Date, for Eligible Expenditures, subject to the Bank's prior approval of the conclusions of an environmental and social audit conducted by the Working Group of the activity or work proposed for financing; or
 - (b) under Category 2 until the Borrower has developed and adopted, to the Bank's satisfaction, the Small Grants Manual.
2. The Closing Date is June 30, 2026.

SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

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").

Level Principal Repayments

Principal Payment Date	Installment Share
On each May 15 and November 15 Beginning May 15, 2027 through November 15, 2031	9.09%
On May 15, 2032	9.10%

APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 6 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.
2. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
3. “Demonstration Schools” means the approximately fifty (50) schools selected by the MSE to pioneer the implementation of the WDS system and serve as “model/demonstration” schools for the WDS reform and meeting the eligibility criteria set forth in the POM.
4. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated October 15, 2021, 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, through MSE, 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 (revised on August 1, 2020, December 21, 2020, and April 1, 2021).
7. “Grant Agreement” refers to an agreement to be entered into between MSE and a Demonstration School and referred to in Schedule 2, Section D hereto.
8. “MSE” means the Borrower’s Ministry of Science and Education, or any legal successor thereto.

9. "NRRP" means the Borrower's National Resilience and Recovery Plan and refers to a policy reform framework that seeks to achieve, *inter alia*, development, social (including education) and environmental objectives during the 2021-2026 period.
10. "Operating Costs" means reasonable costs for the incremental expenses incurred on account of Project implementation, consisting of, *inter alia*, communication costs, office supplies and maintenance, minor office refurbishing, and equipment maintenance, utilities, document duplication/printing, consumables, vehicle operation and maintenance, bank fees, travel cost and per diem for Project staff for travel linked to the implementation of the Project, (but excluding consulting services and salaries of officials of the Borrower's civil service), all as approved by the Bank."
11. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
12. "Program Operational Manual" and the acronym "POM" means the Borrower's manual prepared by MSE in a manner acceptable to the Bank, guiding implementation of the Project and meeting the requirements set out in section I.B of Schedule 2 to this Agreement.
13. "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.
14. "Small Grants" means grants disbursed by the MSE to Demonstration Schools as set forth under Schedule 2, section I.D hereto and the Small Grants Manual.
15. "Small Grants Manual" means the MSE's manual governing the disbursement of Small Grants to Demonstration Schools, as set forth under Schedule 2, section I.E hereto.
16. "Small Grant Sub-project" means a project to be carried out by a Demonstration School financed with a Small Grant under a Small Grant Agreement, as set forth in Schedule 2, section I.D hereto and the Small Grants Manual.
17. "Trainings" means the reasonable costs associated with training under the Project and attributable to study tours, training courses, seminars, workshops and other training activities, not included under service providers' contracts, 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, all as approved by the Bank.
18. "Working Group" means the team within the MSE, serving as the Borrower's implementation unit for the Project ("PIU"), responsible, in cooperation with other MSE units (as identified in the POM), for the day-to-day implementation of the Project, including financial management, disbursement, procurement, monitoring and evaluation, consolidated reporting, and ensuring safeguards compliance under the Project.

19. The acronym "WDS" means Whole Day School, the Borrower's program outlined in the NRRP, seeking to increase the quality of teaching and learning outcomes of primary and lower secondary students, especially students from lower socioeconomic backgrounds, by increasing the number of compulsory classes, continuous teacher training and systematic external evaluation of learning outcomes.