



P.Z. br. 77

HRVATSKI SABOR

KLASA: 022-02/24-01/105

URBROJ: 65-24-2

Zagreb, 24. listopada 2024.

**ZASTUPNICAMA I ZASTUPNICIMA
HRVATSKOGA SABORA**

**PREDSJEDNICAMA I PREDSJEDNICIMA
RADNIH TIJELA**

Na temelju članaka 178. i 192., a u vezi s člankom 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 integriranih usluga zemljišne administracije i pravosuđa*, koji je predsjedniku Hrvatskoga sabora podnijela Vlada Republike Hrvatske, aktom od 24. listopada 2024. godine.

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila ministra pravosuđa, uprave i digitalne transformacije Damira Habijana i državne tajnike Ivana Crnčeca, Bernarda Gršića, Sanjina Rukavinu, Vedranu Šimundžu Nikolić i Fadilu Bahović.

PREDSJEDNIK

Gordan Jandroković



VLADA REPUBLIKE HRVATSKE

KLASA: 022-03/24-01/79

URBROJ: 50301-04/32-24-2

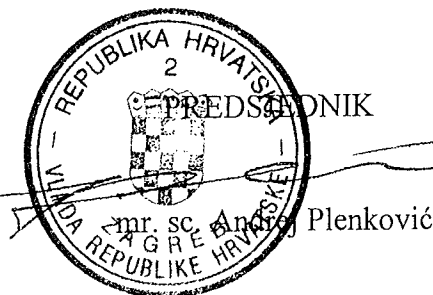
Zagreb, 24. listopada 2024.

PREDSJEDNIKU HRVATSKOGA SABORA

PREDMET: Konačni prijedlog zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt integriranih usluga zemljišne administracije i pravosuđa

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, 123/20. i 86/23. - Odluka Ustavnog suda Republike Hrvatske), Vlada Republike Hrvatske podnosi Konačni prijedlog zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt integriranih usluga zemljišne administracije i pravosuđa.

Za svoje predstavnike, koji će sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila ministra pravosuđa, uprave i digitalne transformacije Damira Habijana i državne tajnike Ivana Crnčeca, Bernarda Gršića, Sanjina Rukavinu, Vedranu Šimundžu Nikolić i Fadilu Bahović.



KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU
IZMEĐU REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU I
RAZVOJ ZA PROJEKT INTEGRIRANIH USLUGA ZEMLJIŠNE
ADMINISTRACIJE I PRAVOSUĐA

**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU
IZMEĐU REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU
I RAZVOJ ZA PROJEKT INTEGRIRANIH USLUGA ZEMLJIŠNE
ADMINISTRACIJE I PRAVOSUĐA**

I. USTAVNA OSNOVA

Ustavna osnova za donošenje ovoga zakona sadržana je u članku 140. stavku 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 sklopu Grupacije Svjetske banke, utemeljena u srpnju 1944. u Bretton Woodsu, SAD. Cilj IBRD-a je potpora misiji Grupacije Svjetske banke za iskorjenjivanjem ekstremnog siromaštva na manje od 3 % ukupne populacije i povećanje prosperiteta povećanjem dohotka 40 % najsiromašnijeg dijela stanovništva u svakoj zemlji.

Republika Hrvatska punopravna je članica IBRD-a, od 25. veljače 1993. Na temelju 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 nadležno tijelo 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 Grupacije. 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: Republiku Armeniju, Bosnu i Hercegovinu, Republiku Bugarsku, Republiku Cipar, Gruziju, Državu Izrael, Republiku Hrvatsku, Sjevernu Makedoniju, Republiku Moldovu, Kraljevinu Nizozemsku, Rumunjsku, Ukrajinu i Crnu Goru. Izvršni direktor ove konstitucije od 1. studenoga 2023. je Eugene Rhuggenaath. Redoviti sastanci konstitucije održavaju se dan prije godišnjeg i proljetnog zasjedanja Grupacije Svjetske banke i Međunarodnoga monetarnog fonda (u daljnjem tekstu: MMF). Predsjednik Grupacije Svjetske banke od 2. lipnja 2023. je Ajay Banga (Sjedinjene Američke Države), koji je imenovan na petogodišnji mandat. Potpredsjednica Svjetske banke zadužena za Europu i Srednju Aziju je Antonella Bassani (od 3. travnja 2023.). 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-ih, 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 prema povoljnijim financijskim uvjetima koje IBRD postiže na međunarodnom financijskom tržištu. Također, Republika Hrvatska koristi i savjetodavne usluge IBRD-a uz naknadu koje financira iz fondova Europske unije. Suradnja Republike Hrvatske s IBRD-om ima veliko ne samo financijsko, nego i šire značenje za održavanje makroekonomske stabilnosti i postizanje održivoga gospodarskog rasta, a u čemu Republika Hrvatska surađuje i s MMF-om te u aktivnostima 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. IBRD je Republici Hrvatskoj do danas odobrila 69 zajmova (od kojih su 48 dugoročni javni zajmovi i 21 zajam uz državno jamstvo), u ukupnoj vrijednosti od 3,83 milijarde eura, što uz tehničku pomoć u obliku darovnica pruženu u ukupnom iznosu višem od 64 milijuna eura predstavlja značajan izvor strane financijske potpore koja pridonosi ukupnom razvoju Republike Hrvatske.

U skladu s Odlukom o pokretanju postupka za sklapanje Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt integriranih usluga zemljišne administracije i pravosuđa, koju je Vlada Republike Hrvatske donijela 18. siječnja 2024., pregovori o Ugovoru o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt integriranih usluga zemljišne administracije i pravosuđa (u daljnjem tekstu: Ugovor o zajmu), između ovlaštenog izaslanstva Republike Hrvatske i predstavnika IBRD-a, održani su 22. siječnja 2024. Zapisnik s pregovora, koji sadrži pregled osnovnih tema o kojima se pregovaralo te odražava usuglašena stajališta uključena u prijedlog teksta Ugovora o zajmu, potpisao je voditelj ovlaštenog hrvatskog izaslanstva, u skladu sa spomenutom Odlukom. Vlada Republike Hrvatske prihvatila je Zaključkom, od 15. veljače 2024., Izvješće o vođenim pregovorima, te kako je Odlukom ujedno utvrđeno, odnosno dano ovlaštenje potpredsjedniku Vlade Republike Hrvatske i ministru financija da, u ime Republike Hrvatske, potpiše Ugovor o zajmu. Ugovor o zajmu, sklopljen je u Zagrebu, 25. lipnja 2024.

2. Cilj koji se zakonom želi postići

Provedba Ugovora o zajmu osigurat će podršku Republici Hrvatskoj potrebnu za daljnje unaprjeđenje digitalnih usluga i funkcionalne integracije zemljišne administracije i sudskih tijela kojima upravljaju Ministarstvo pravosuđa, uprave i digitalne transformacije (u daljnjem tekstu: MPUDT) i Državna geodetska uprava (u daljnjem tekstu: DGU). Ukupna vrijednost predloženog Zajma je 110 milijuna eura.

Projekt se ostvaruje u zajedničkoj suradnji Ministarstva pravosuđa, uprave i digitalne transformacije i Državne geodetske uprave, a sastoji se od pet komponenti:

Komponenta A. - Integrirane digitalne usluge zemljišnoknjižnih odjela i sudova – iznosom od **10,5 milijuna eura** financirat će se aktivnosti koje MPUDT-u omogućuju nastavak digitalizacije zemljišnih knjiga, kao i unapređenje e-usluga i IT opreme na sudovima, s naglaskom na zemljišnoknjižne odjele (daljnja digitalizacija poslovnih procesa, nabavlja se IT oprema za zemljišnoknjižne odjele, razvija se usluga virtualnog asistenta MPUDT-a).

Komponenta B. - Integracija digitalnih usluga državnih registara i geoprostornih podataka – iznosom od **7,5 milijuna eura** omogućuje DGU-u provođenje aktivnosti širenja katastra infrastrukture na cijelu Republiku Hrvatsku, Lidarsko zračno snimanje Republike Hrvatske u maksimalnom opsegu ukupne površine snimanja 50% površine Republike Hrvatske (cca 28,000 km²) s ostvarenom gustoćom od 15 točaka/m². Komponentom se omogućuje i daljnja digitalizacija sustava Državne geodetske uprave.

Komponenta C. - Poboljšana digitalna integracija zemljišnih knjiga i katastra – iznosom od **32,4 milijuna eura** zajednički za MPUDT i DGU planira se tehnološko i funkcionalno unaprjeđenje Zajedničkog informacijskog sustava. Provedba katastarskih izmjera uz podršku javnih bilježnika, nadogradnja IT sustava za izmjere i obnovu zemljišnih knjiga te pokrivanje tehničkih i materijalnih troškova zemljišnoknjižnim odjelima koji provode obnove zemljišnih knjiga. Također, uspostavlja se registar zgrada na području 5 županija.

Komponenta D. - Integrirana infrastruktura sudova, zemljišnoknjižnih odjela i katastarskih ureda – iznosom od **53,6 milijuna eura** financirat će se aktivnosti projektiranja i izgradnje novih zgrada sudova i katastara u Rijeci, Velikoj Gorici i Novskoj, dok se u Bjelovaru gradi nova zgrada Trgovačkog suda, Općinskog državnog odvjetništva i Županijskog državnog odvjetništva. Uz to se osigurava nova IT infrastruktura za 30 katastarskih ureda.

Komponenta E. - Izgradnja institucionalnih kapaciteta, analiza javne politike i upravljanje projektom – iznosom od **6 milijuna eura** financirat će se aktivnosti za edukacije, istraživanja zadovoljstva korisnika i kampanje informiranja javnosti te upravljanja projektom.

OPIS ZAJMA

Zajmoprimac:	Republika Hrvatska
Zajmodavac:	Međunarodna banka za obnovu i razvoj
Iznos zajma:	110.000.000,00 EUR
Namjena:	Unaprjeđenje digitalnih usluga i funkcionalna integracija zemljišne administracije i sudskih tijela
Rok otplate:	11 godina uz poček na otplatu 5 godina
Kamatna stopa:	6-mjesečni EURIBOR uvećan za promjenjivu kamatnu maržu
Dospijeca:	polugodišnja, 15. travnja i 15. listopada
Naknade:	početna naknada: 0,25 % iznosa zajma, naknada za nepovučena sredstva: 0,25 % godišnje.

III. OSNOVNA PITANJA KOJA SE PREDLAŽU UREDITI ZAKONOM

Ovim se zakonom potvrđuje Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt integriranih usluga zemljišne administracije

i pravosuđa, kako bi njegove odredbe u smislu članka 141. Ustava Republike Hrvatske, postale dio unutarnjeg pravnog poretka Republike Hrvatske. Predloženim zakonom se također propisuje način podmirenja financijskih obveza koje nastaju za Republiku Hrvatsku prema Ugovoru o zajmu, kao i nadležnosti za provedbu ovoga 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, 123/20. i 86/23. - Odluka Ustavnog suda Republike Hrvatske), 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 ovaj Prijedlog zakona raspraviti i prihvatiti u jednom čitanju.

**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU
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ADMINISTRACIJE I PRAVOSUĐA**

Članak 1.

Potvrđuje se Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt integriranih usluga zemljišne administracije i pravosuđa, sklopljen u Zagrebu, 25. lipnja 2024., u izvorniku na engleskom jeziku.

Članak 2.

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

UGOVOR O ZAJMU

(Projekt integriranih usluga zemljišne administracije i pravosuđa)

između

REPUBLIKE HRVATSKE

i

**MEĐUNARODNE BANKE
ZA OBNOVU I RAZVOJ**

UGOVOR O ZAJMU

UGOVOR od datuma potpisivanja između REPUBLIKE HRVATSKE („Zajmoprimac”) i MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ („Banka”). Zajmoprimac i Banka ovim su se sporazumjeli kako slijedi:

ČLANAK I. – OPĆI UVJETI; DEFINICIJE

- 1.01. Opći uvjeti (kako su određeni u Dodatku 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 Dodatku ovom Ugovoru.

ČLANAK II. – ZAJAM

- 2.01. Banka je suglasna Zajmoprimcu pozajmiti iznos od sto deset milijuna eura (110.000.000 EUR), a taj se iznos može s vremena na vrijeme konvertirati primjenom valutne klauzule („Zajam”), kao pomoć u financiranju projekta opisanog u Prilogu 1. ovom Ugovoru („Projekt”).
- 2.02. Zajmoprimac može povlačiti sredstva Zajma u skladu s odjeljkom III. Priloga 2. ovom Ugovoru.
- 2.03. Početna naknada iznosi jednu četvrtinu jednog postotka (0,25 %) iznosa Zajma.
- 2.04. Naknada za odobrena, a neiskorištena sredstva iznosi jednu četvrtinu jednog postotka (0,25 %) godišnje na iznos nepovučenih sredstava.
- 2.05. Kamatna stopa je referentna stopa uvećana za promjenjivu kamatnu maržu ili ona stopa koja se može primjenjivati nakon konverzije, u skladu s odjeljkom 3.02.(e) Općih uvjeta.
- 2.06. Datumi isplate su 15. travnja i 15. listopada svake godine.
- 2.07. Iznos glavnice Zajma otplaćuje se u skladu s Prilogom 3. ovom Ugovoru.

ČLANAK III. – PROJEKT

- 3.01. Zajmoprimac izražava svoju predanost ciljevima Projekta. U tu svrhu, Zajmoprimac provodi Projekt putem MPU-a i DGU-a u skladu s odredbama članka V. Općih uvjeta i Priloga 2. ovom Ugovoru.

ČLANAK IV. – STUPANJE NA SNAGU; PRESTANAK

- 4.01. Dodatni uvjet za stupanje na snagu sastoji se od toga da Zajmoprimac izradi i usvoji Priručnik o radu Projekta u obliku i sadržaju koji Banka smatra zadovoljavajućim.
- 4.02. Rok za stupanje na snagu je sto dvadeset (120) dana od datuma potpisivanja.

ČLANAK V. – PREDSTAVNIK; ADRESE

- 5.01. Predstavnik Zajmoprimca je ministar zadužen za financije.
- 5.02. Za potrebe odjeljka 10.01. Općih uvjeta:
- (a) adresa Zajmoprimca je:
- Ministarstvo financija
Katančičeva 5
10000 Zagreb
Republika Hrvatska
- (b) adresa elektroničke pošte Zajmoprimca je:
- Telefaks: (385-1) 4922-598
- E-pošta: sectorifr@mfin.hr; s kopijom na: kabinet@mfin.hr
- 5.03. U skladu s navodima iz odjeljka 10.01. Općih uvjeta:
- (a) adresa Banke je:
- International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; i
- (b) Adresa elektroničke pošte Banke je:
- | | | |
|-----------------|----------------|-----------------------------|
| Teleks: | Telefaks: | Adresa elektroničke pošte: |
| 248423(MCI) ili | 1-202-477-6391 | jarulpragasam@worldbank.org |
| 64145(MCI) | | |

DOGOVORENO na datum potpisivanja.

REPUBLIKA HRVATSKA

Ovlašteni predstavnik

Ime i prezime: Marko Primorac, v.r.

Funkcija: potpredsjednik Vlade i
ministar financija

Datum: 25. lipnja 2024.

**MEĐUNARODNA BANKA ZA
OBNOVU I RAZVOJ**

Ovlašteni predstavnik

Ime i prezime: Jehan Arulpragasam, v.r.

Funkcija: direktor Svjetske banke za
Hrvatsku

Datum: 13. lipnja 2024.

PRILOG 1.

Opis projekta

Cilj Projekta je unaprijediti digitalne usluge i funkcionalnu integraciju zemljišne administracije i sudskih tijela.

Projekt se sastoji od sljedećih dijelova:

Dio 1: Integrirane digitalne usluge zemljišnoknjižnih odjela i sudova

Podržati digitalizaciju i integraciju zemljišnoknjižnih i sudskih podataka i usluga kroz:

- (a) obnovu i digitalizaciju oštećenih zemljišnih knjiga;
- (b) skeniranje i indeksiranje zemljišnih knjiga i zbirke isprava, uključujući zapošljavanje operatera za skeniranje;
- (c) nabavu hardvera i softvera koji će pružiti potporu upravljanju zemljišnim i sudskim podacima;
- (d) izradu studija o upravljanju poslovnim procesima;
- (e) razvoj automatiziranog sustava upravljanja imovinom i IT ugovorima; i
- (f) razvoj i provedbu virtualnog asistenta za zemljišne usluge pri MPU-u.

Dio 2: Integracija digitalnih usluga državnih registara i geoprostornih podataka

Podržati prikupljanje i upravljanje unaprjeđenim geoprostornim podacima (npr. katastarskim česticama, zgradama i infrastrukturom) za potrebe učinkovitog planiranja odgovora na rizike od katastrofa i politike prilagodbe na klimatske promjene, uključujući kroz:

- (a) prevođenje papirnatih geodetskih elaborata u standardni format i njihovu migraciju u SKI i ZIS;
- (b) provedbu izmjera za dobivanje preciznih, trodimenzionalnih, topografskih podataka;
- (c) uspostavu sustava za pohranu podataka i nabavu grafičkih radnih stanica;
- (d) nabavu i instalaciju petnaest stalnih stanica GNSS-a;

- (e) nabavu komunikacijske opreme i softvera za DGU;
- (f) zapošljavanje operatera za skeniranje u centrima za skeniranje DGU-a; te
- (g) razvoj i provedbu virtualnog asistenta pri DGU-u.

Dio 3: Poboljšanje digitalne integracije zemljišnih knjiga i katastra

Podržati prikupljanje i upravljanje zemljišnoknjižnim i katastarskim podacima kako bi se omogućio jednostavniji pristup zemljišnim podacima i dokumentima kroz unaprijeđene sustave zemljišnih informacija za informirano upravljanje resursima, klimatski pametno donošenje odluka i unaprijeđen pristup e-uslugama građanima i poduzećima vezano uz zemljišne transakcije, uključujući kroz:

- (a) nadogradnju IKT hardvera i softvera za operativne sustave ZIS-a, „one-stop-shopa“ kroz: (i) unapređenje kvalitete i održavanja podataka; (ii) bilježenje cijena nekretnina; (iii) pojednostavljivanje online pristupa podacima zemljišne administracije; (iv) nadogradnju mobilne aplikacije (Moje nekretnine); (v) pojednostavljivanje procesa bilježenja prava građenja; (vi) daljnju digitalizaciju katastarskih procesa; i (vii) proširenje pristupa ZIS-u za relevantne dionike;
- (b) provođenje katastarskih izmjera i osnivanje/obnovu zemljišnih knjiga, uključujući kroz financiranje nagrada i naknada javnih bilježnika; te
- (c) ažuriranje metodologije za registar zgrada i unaprjeđenje IT sustava, uključujući provedbu pilot projekta i širenje.

Dio 4: Integrirana infrastruktura sudova, zemljišnoknjižnih odjela i katastarskih ureda

Renovacija, obnova i izgradnja odabranih sudskih i katastarskih zgrada u Novskoj, Rijeci, Bjelovaru i Velikoj Gorici kako bi se podržale integrirane usluge katastra, zemljišnoknjižnih odjela i sudova, uključujući projektiranje infrastrukture i izradu studija izvedivosti i nabavu novih IKT kablova za unapređenje digitalnih usluga u odabranim katastarskim uredima kako je opisano u Priručniku o radu Projekta.

Dio 5: Izgradnja institucionalnih kapaciteta, analiza politika i upravljanje projektom

- (a) Upravljanje projektom, koordinacija i aktivnosti praćenja i evaluacije, uključujući financiranje Operativnih troškova.
- (b) Unapređenje kapaciteta zaposlenika MPU-a i DGU-a u pogledu dobrih praksi u zakonodavstvu katastra i zemljišnih knjiga, pojedinačnog usklađivanja katastarskih i zemljišnoknjižnih podataka, obnove zemljišnih knjiga, zajedničkih postupaka katastra i zemljišnih knjiga, korištenja e-usluga od strane javnosti i profesionalnih korisnika i poduke za voditelje.
- (c) Provođenje kampanja informiranja javnosti vezano za e-usluge koje nude MPU i DGU i ispitivanja zadovoljstva korisnika.

PRILOG 2.

Izvršenje projekta

Odjeljak I. Provedbeni aranžmani

A. Institucionalni aranžmani.

1. Zajmoprimac će najkasnije četrdeset pet dana (45) nakon dana stupanja Zajma na snagu putem MPU-a i DGU-a uspostaviti, i nakon toga tijekom cijelog trajanja Projekta održavati, JPP smješten u MPU-u, čije su zadaće, funkcije, resursi, broj kvalificiranog i iskusnog osoblja i opis poslova zadovoljavajući Banci, a koji je nadležan za provedbu Projekta, i koji uključuje tim za upravljanje Projektom i timove za potporu provedbi, kako je to navedeno u POM-u. Bez ograničavanja primjene prethodno navedenog, JPP je, među ostalim, odgovoran za: (a) planiranje, koordinaciju, provedbu, praćenje i ocjenu projektnih aktivnosti, (b) nabavu i financijsko upravljanje, (c) usklađenost sa socijalnim i okolišnim standardima i (d) izvješćivanje.
2. MPU je odgovoran za provedbu 1. dijela Projekta i zajednički je s DGU-om odgovoran za provedbu 3., 4. i 5. dijela Projekta, kao što je to definirano u tekstu Priručnika o radu projekta. Koordinator Projekta unutar MPU-a odgovoran je za svakodnevnu koordinaciju, protok informacija i donošenje odluka vezanih za aktivnosti u okviru Projekta za koje je odgovoran MPU. U tu je svrhu Zajmoprimac, putem MPU-a, dužan osigurati da je funkcija Koordinatora Projekta unutar MPU-a popunjena i na odgovarajući način financirana tijekom trajanja Projekta, na način koji je Banci prihvatljiv.
3. DGU je odgovoran za provedbu 2. dijela Projekta i zajednički je s MPU-om odgovoran za provedbu 3., 4. i 5. dijela Projekta, kao što je to definirano u tekstu Priručnika o radu projekta. Koordinator Projekta unutar DGU-a je odgovoran za svakodnevnu koordinaciju, protok informacija i donošenje odluka vezanih za aktivnosti u okviru Projekta za koje je odgovoran DGU. U tu je svrhu Zajmoprimac putem DGU-a dužan osigurati da je funkcija Koordinatora Projekta unutar DGU-a popunjena i na odgovarajući način financirana tijekom trajanja Projekta, na način koji je Banci prihvatljiv.

B. Priručnik o radu Projekta

1. Zajmoprimac će, putem MPU-a i DGU-a, izraditi i donijeti priručnik o radu projekta („Priručnik o radu Projekta” ili „POM”), koji po obliku i sadržaju treba zadovoljiti Banku, a koji će, među ostalim, sadržavati metode i postupke za provedbu Projekta, uključujući, ali ne ograničavajući se na: (a) dogovore o upravljanju i koordinaciji; (b) pokazatelje uspješnosti Projekta; (c) metode praćenja i ocjene; (d) smjernice i postupke za financijsko upravljanje Projektom; (e) mjere protiv korupcije i prijevare; te (f) provedbene modalitete za svaki dio Projekta.

2. Zajmoprimac će, putem MPU-a i DGU-a, provesti Projekt u skladu s Priručnikom o radu Projekta.
3. Osim ako Banka drukčije ne odobri u pisanom obliku, Zajmoprimac ne smije izmijeniti, propustiti izvršiti, odgoditi ili ukinuti bilo koju odredbu POM-a. U slučaju nedosljednosti bilo koje odredbe POM-a i odredbi ovog Ugovora, prevladavaju odredbe ovog Ugovora.

C. Godišnji plan rada i financijski plan

1. Putem JPP-a, Zajmoprimac:
 - (a) osim ako je drukčije dogovoreno s Bankom, najkasnije do 15. prosinca svake godine tijekom provedbe Projekta, počevši od 2024., priprema i dostavlja Banci prijedlog Godišnjeg plana rada i financijskog plana za sljedeću kalendarsku godinu koji obuhvaća: (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) će omogućiti Banci razumnu priliku za razmjenu stajališta sa Zajmoprimcem o svakom takvom prijedlogu Godišnjeg plana rada i financijskog plana i nakon toga osigurati da se u navedenoj idućoj kalendarskoj godini Projekt provodi uz dužnu pažnju, u skladu s Godišnjim planom rada i financijskim planom koje odobri Banka; i ne izmijeniti niti dopustiti izmjenu odobrenog Godišnjeg plana rada i financijskog plana bez prethodnog pisanog odobrenja Banke.

D. Okolišni i socijalni standardi

1. Zajmoprimac, putem MPU-a i DGU-a, osigurava provedbu Projekta u skladu s okolišnim i socijalnim standardima, na način koji je Banci prihvatljiv.
2. Bez ograničavanja primjene prethodnog stavka 1., Zajmoprimac se obvezuje, putem MPU- a i DGU-a, provoditi Projekt u skladu s Planom mjera za zaštitu okoliša i socijalne standarde („ESCP”), na način koji je Banci prihvatljiv. U tu se svrhu Zajmoprimac obvezuje da će, putem MPU-a i DGU-a osigurati:
 - (a) provedbu mjera i postupaka utvrđenih u ESCP-u na učinkovit način i uz dužnu pažnju, kako je navedeno u ESCP-u;
 - (b) dostupnost dostatnih sredstava za pokriće troškova provedbe ESCP-a;
 - (c) osiguranje politika, postupaka i odgovarajućeg broja kvalificiranog i iskusnog osoblja za provedbu ESCP-a, kako je navedeno u ESCP-u; te

- (d) izbjegavanje izmjena, stavljanja izvan snage, obustave ili propuštanja izvršenja ESCP-a ili bilo kojih njegovih odredbi, osim uz pisanu suglasnost Banke, kako je navedeno u ESCP-u, i objavu revidiranog ESCP-a neposredno nakon toga.
3. U slučaju nedosljednosti ESCP-a i odredbi ovog Ugovora, prevladavaju odredbe ovog Ugovora.
 4. Putem MPU-a i DGU-a, Zajmoprimac će osigurati:
 - (a) poduzimanje svih mjera potrebnih za prikupljanje, sastavljanje i dostavljanje Banci informacija o stupnju usklađenosti s ESCP-om i u njemu sadržanim okolišnim i socijalnim instrumentima u obliku redovnih izvješća i dinamikom utvrđenom ESCP-om, i bez odgode u zasebnom izvješću ili izvješćima, ako tako Banka zatraži, pri čemu će sva ta izvješća koja trebaju po obliku i sadržaju prihvatljivom Banci, među ostalim, sadržavati: (i) status provedbe ESCP-a; (ii) okolnosti, ako postoje, koje 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 okolnosti; te
 - (b) obavješćivanje Banke bez odgode o svakom incidentu ili nesreći koja je povezana s Projektom ili utječe na njega, a koja ima ili će vjerojatno imati značajan negativan utjecaj na okoliš, pogođene zajednice, javnost ili radnike, u skladu s ESCP-om, u njemu navedenim okolišnim i socijalnim instrumentima i Okolišnim i socijalnim standardima.
 5. Zajmoprimac se obvezuje, putem MPU-a i DGU-a, da će uspostaviti, objaviti, održavati i voditi pristupačan mehanizam za pritužbe radi zaprimanja i lakšeg rješavanja pitanja i pritužbi osoba na koje Projekt utječe i poduzeti sve mjere potrebne i primjerene za rješavanje, ili lakše rješavanje, takvih pitanja i pritužbi, na način koji je Banci prihvatljiv.
 6. Putem MPU-a i DGU-a, Zajmoprimac osigurava da sva natječajna dokumentacija i ugovori za građevinske radove u okviru Projekta uključuju obvezu izvođača, podizvođača i nadzornih subjekata koja se odnosi na: (a) poštovanje relevantnih aspekata ESCP-a i okolišnih i socijalnih instrumenata na koje se ondje upućuje; i (b) usvajanje i provedbu kodeksa o postupanju koji je potrebno dostaviti svim radnicima na potpis, a u kojem se detaljno opisuju mjere za ublažavanje okolišnih, društvenih, zdravstvenih i sigurnosnih rizika i rizika seksualnog iskorištavanja i zlostavljanja, seksualnog uznemiravanja i nasilja nad djecom, na način koji se primjenjuje na građevinske radove koji se naručuju ili provode u skladu s navedenim ugovorima.

Odjeljak II. Praćenje, izvješćivanje i ocjena Projekta

A. Općenito

Putem MPU-a i DGU-a, Zajmoprimac Banci dostavlja izvješće o Projektu najkasnije mjesec dana po završetku svakog kalendarskog polugodišta, s time da izvješće obuhvaća isto kalendarsko polugodište.

B. Srednjoročni pregled

Putem MPU-a i DGU-a, Zajmoprimac se obvezuje::

- (a) ne kasnije od trideset (30) mjeseci od datuma stupanja na snagu (ili drugog datuma koji odobri Banka) provesti srednjoročni pregled Projekta i pripremiti i dostaviti Banci srednjoročno izvješće o pregledu na razini detaljnosti koji Banka razumno zatraži, a u kojemu se dokumentira napredak ostvaren u provođenju Projekta tijekom razdoblja koje prethodi datumu izvješća, uzimajući u obzir aktivnosti praćenja i ocjene obavljene u skladu s odjeljkom II.A i utvrditi mjere preporučene za daljnje učinkovito provođenje Projekta i postizanje njegovih ciljeva u razdoblju nakon tog datuma; te
- (b) s Bankom pregledati srednjoročno izvješće mjesec dana nakon njegova podnošenja ili oko tog datuma te nakon toga poduzeti sve mjere potrebne za učinkovitu provedbu Projekta i postizanje njegovih ciljeva na temelju zaključaka i preporuka srednjoročnog izvješća i stajališta Banke.

Odjeljak III. Uvjeti povlačenja sredstava

A. Općenito

Bez obzira na odredbe članka II. Općih uvjeta i u skladu s Pismom o isplatama i financijskim informacijama, Zajmoprimac može povući sredstva Zajma radi financiranja prihvatljivih izdataka u alociranom iznosu i ako je tako prihvatljivo, do postotka navedenog za kategoriju u sljedećoj tablici:

Kategorija	Alocirani iznos zajma (izraženo u EUR)	Postotak troškova za financiranje (uključujući poreze)
(1) Roba, radovi, nesavjetničke usluge, savjetničke usluge, osposobljavanje i operativni troškovi i nagrade i naknade za javne bilježnike za Projekt	110.000.000	100 %
UKUPAN IZNOS	110.000.000	

B. Uvjeti povlačenja sredstava; razdoblje povlačenja

1. Neovisno o odredbama gore navedenog dijela A., ne mogu se povući sredstva za plaćanja izvršena prije Datuma potpisivanja, osim sredstva čiji ukupni iznos ne premašuje tristo tisuća eura (300.000 eura) i koja se mogu povući za plaćanja izvršena prije ovoga datuma, ali na dan ili nakon 30. studenoga 2023. za Prihvatljive izdatke u okviru Kategorije (1).
2. Datum završetka je 30. travnja 2029.

PRILOG 3.**Amortizirani plan otplate u skladu s preuzetim obvezama**

U sljedećoj tablici navedeni su datumi otplate glavnice Zajma i postotak ukupnog iznosa glavnice Zajma plativog na svaki datum otplate glavnice („Obročni udio”).

Otplata glavnice u jednakim obrocima

Datum otplate glavnice	Obročni udio
Svakog 15. travnja i 15. listopada Počevši od 15. travnja 2029. do 15. travnja 2034.	8,33%
Na dan 15. listopada 2034.	8,37%

DODATAK

Definicije

1. „Protukorupcijske smjernice”, u smislu stavka 6. Dodatka Općim uvjetima, znače „Smjernice za sprečavanje i suzbijanje prijevare i korupcije u projektima financiranim zajmovima IBRD-a te darovnicama i kreditima IDA-e ” od 15. listopada 2006., revidirane u siječnju 2011. i 1. srpnja 2016. godine.
2. „Kategorija” znači kategoriju utvrđenu kako je navedeno u tablici u odjeljku III.A. Priloga 2. ovog Ugovora.
3. „Plan mjera za zaštitu okoliša i socijalne standarde” ili „ESCP” je plan s mjerama za zaštitu okoliša i socijalne standarde u okviru Projekta od 22. siječnja 2024. koji se s vremena na vrijeme može izmijeniti u skladu s njegovim odredbama, a u kojemu su utvrđene materijalne mjere i postupci koje Zajmoprimac provodi ili čije provođenje osigurava za ublažavanje potencijalnih okolišnih i socijalnih rizika i utjecaja Projekta, što uključuje vremenske okvire postupaka i mjera, institucionalne dogovore, zapošljavanje, osposobljavanje, praćenje i izvješćivanje i sve okolišne i socijalne instrumente koji će se na temelju toga pripremiti.
4. „Okolišni i socijalni standardi” ili „ESS” zajednički znače sljedeće: (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 standard 3.: Učinkovito korištenje resursa i sprječavanje i upravljanje onečišćenjem”; (iv) „Okolišni i socijalni standard 4.: Zdravlje i sigurnost zajednice”; (v) „Okolišni i socijalni standard 5.: Kupnja zemljišta, ograničenje korištenja zemljišta i prisilno preseljenje”; (vi) „Okolišni i socijalni standard 6.: Očuvanje bioraznolikosti i održivo upravljanje živim prirodnim resursima”; (vii) „Okolišni i socijalni standard 7.: Autohtono stanovništvo/zapostavljene tradicionalne lokalne zajednice subsaharske Afrike”; (viii) „Okolišni i socijalni standard 8.: Kulturna baština; (ix) „Okolišni i socijalni standard 9.: Financijski posrednici”; (x) „Okolišni i socijalni standard 10.: Uključivanje dionika i objavljivanje informacija”; koji su stupili na snagu 1. listopada 2018., kako je objavila Banka.
5. „Opći uvjeti” su Opći uvjeti Međunarodne banke za obnovu i razvoj kod financiranja ulagačkih projekata od strane IBRD-a, od 14. prosinca 2018. godine (posljednji put revidirani 15. srpnja 2023.).
6. „GNSS stanice” su referentne stanice globalnog navigacijskog satelitskog sustava Zajmoprimca.
7. „SKI” je Zajmoprimčev sustav katastra infrastrukture.
8. „IKT” znači informacijska i komunikacijska tehnologija.
9. „ZIS” znači Zajednički informacijski sustav zemljišnih knjiga i katastra

Zajmoprimca.

10. „MPU” znači Ministarstvo pravosuđa i uprave Zajmoprimca i bilo koji od njegovih pravnih sljednika.
11. „Operativni troškovi“ znači razumne troškove za dodatne izdatke na račun provedbe Projekta, a koji, među ostalim, obuhvaćaju troškove komunikacije, uredskog materijala i održavanja, održavanje opreme, režijske troškove, troškove umnožavanja/ispisa dokumenata, potrošnog materijala, upravljanja i održavanja vozila, bankovne naknade, troškove najma uredskog prostora za JPP, putne troškove i dnevnice za osoblje Projekta za putovanja povezana s provedbom Projekta, (ali isključujući savjetničke usluge i plaće državnih službenika Zajmoprimca), sve kako je odobrila Banka.
12. „Pravilnik o Nagradama i naknadama za Javne bilježnike“ znači Pravilnik o visini javnobilježničke pristojbe i naknade kao povjerenika suda u postupku uspostave i obnove zemljišne knjige koji je donio ministar pravosuđa i uprave 6. prosinca 2023. i objavljen je u Narodnim novinama zajmoprimca br. 150/2023 od 15. prosinca 2023., što se može povremeno izmijeniti i dopuniti uz prethodno pismeno odobrenje Banke.
13. „JPP” znači Jedinica za provedbu projekta Zajmoprimca koju Zajmoprimac osniva i održava u skladu s odjeljkom I.A.1 Priloga 2. ovom Ugovoru.
14. „Propisi o nabavi” znači, za potrebe stavka 85. Dodatka Općim uvjetima, „Propisi Svjetske banke o nabavi za Zajmoprimce IPF-a ” iz rujna 2023.
15. „Priručnik o radu projekta“ znači priručnik koji će usvojiti Zajmoprimac, putem [JPP-a], na način koji je Banci zadovoljavajući i koji uključuje pojedinosti o institucionalnim i provedbenim odgovornostima, tehničkim aspektima projektnih aktivnosti, uvjetima ESS-ova, aspektima isplata i financijskog upravljanja, nabavi i praćenju i ocjeni koji su potrebni za provedbu Projekta; Priručnik se s vremena na vrijeme može izmijeniti uz prethodnu pisanu suglasnost Banke.
16. „Nagrada i naknada za Javne bilježnike“ znači javnobilježnička pristojba i naknada isplaćenu javnim bilježnicima u postupku uspostave i obnove zemljišne knjige u skladu s Dijelom 3(b) Projekta koji je utvrđen Pravilnikom o visini javnobilježničke pristojbe i naknade.
17. „DGU“ znači Državna geodetska uprava Zajmoprimca i bilo koji od njezinih pravnih sljednika.
18. „Datum potpisivanja” je kasniji od dva datuma na koje su Zajmoprimac i Banka potpisali ovaj Ugovor, a ista se definicija primjenjuje kad god se spominje „datum Ugovora o Zajmu“ u Općim uvjetima.
19. „Poduka” su razumni troškovi povezani s osposobljavanjem 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 osposobljavanje,

iznajmljivanja prostora i opreme, putovanja, troškove smještaja i dnevnica polaznika i predavača, njihove naknade i razne druge troškove vezane za osposobljavanje, sve uz odobrenje Banke.

LOAN NUMBER 9645-HR

Loan Agreement

(Integrated Land Administration and Justice Services Project)

between

REPUBLIC OF CROATIA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF CROATIA (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of one hundred and ten million Euro (€ 110,000,000), 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 April 15 and October 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, through MoJPA and SGA, carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Condition of Effectiveness consists of the following, namely that the Borrower has prepared and adopted the Project Operations Manual in form and substance satisfactory to the Bank.
- 4.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

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

- (a) the Borrower's address is:

Ministry of Finance
Katanciceva 5
10000 Zagreb
Republic of Croatia;

- (b) the Borrower's Electronic Address is:

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

Email: sectorifr@mfin.hr; with copy to: 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; and

- (b) the Bank's Electronic Address is:

Telex:

Facsimile:

E-mail:

248423(MCI) or 1-202-477-6391 jarulpragasam@worldbank.org

64145(MCI)

AGREED as of the Signature Date.

REPUBLIC OF CROATIA

By

Authorized Representative

Name: Marko Primorac

Title: Deputy Prime Minister and Minister of Finance

Date: 25 June, 2024

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By

Authorized Representative

Name: Jehan Arulpragasam

Title: Croatia Country Manager

Date: 13 June, 2024

SCHEDULE 1

Project Description

The objective of the Project is to enhance digital services and functional integration of land administration and court institutions.

The Project consists of the following parts:

Part 1: Integrated Digital Land Registry and Court Services

Supporting the digitization and integration of land registry court data and services through:

- (a) restoration and digitization of damaged land books;
- (b) scanning and indexing of land books and book of deeds, including the hiring of scanning operators;
- (c) provision of hardware and software to support land and court data management;
- (d) preparation of studies on business process management;
- (e) development of an automated system for management of assets and IT contracts; and
- (f) development and implementation of a virtual assistant for land services at MoJPA.

Part 2: Integrated Digital Services of State Registers and Geospatial Data

Supporting collection and management of enhanced geospatial data (e.g. cadastral parcels, buildings, and infrastructure) to inform effective disaster risk planning and climate change adaptation policies, including through:

- (a) the conversion of paper geodetic elaborates into standard format and their migration to the ICS and JIS;
- (b) the carrying out of surveys to generate precise, tri-dimensional, topographical data;
- (c) the establishment of a data storage system and provision of graphics workstations;
- (d) the purchase and installation of fifteen permanent GNSS Stations;

- (e) the purchase of communications equipment and software for SGA;
- (f) the purchase of scanning operators at selected SGA scanning centers; and
- (g) the development and implementation of a virtual assistant at SGA.

Part 3: Enhanced Digital Integration of Land Register and Cadaster

Supporting the collection and management of land registry and cadaster data to provide eased access to land data and documents through enhanced land information systems to inform resource management, climate-smart decision-making, and improved access for citizens and businesses to e-services related to land transactions, including through:

- (a) upgrading the ICT hardware and software to enhance the JIS and one-stop shop through: (i) improving data quality and maintenance; (ii) recording of real property prices; (iii) simplifying online access to land administration data; (iv) upgrading of mobile apps (My Properties); (v) simplifying the process of recording construction rights; (vi) further digitization of cadaster processes; and (vii) extension of JIS access to other relevant stakeholders;
- (b) conducting cadastral surveys and establishing/renewing the land register, including through the financing of the Remuneration of Public Notaries; and
- (c) updating the methodology for the building registry and upgrading the IT system, including piloting and rollout.

Part 4: Integrated Court, Land Registry Office and Cadastral Office Infrastructure

Renovation, rehabilitation, and construction of selected court and cadaster facilities in Novska, Rijeka, Bjelovar and Velika Gorica to support integrated cadaster, land registry and court services, including infrastructure design studies and provision of new ICT cabling to improve digital services in selected cadastral offices, as detailed in the Project Operations Manual.

Part 5: Institutional Capacity Building, Policy Analysis, and Project Management

- (a) Project management, coordination, and monitoring and evaluation activities, including the financing of Operating Costs.
- (b) Building the capacity of MoJPA and SGA staff on good practices in cadaster and land registry laws, individual reconciliation of cadaster and land registry data, land registry renewal, joint cadaster and land registry procedures, use of e-services by public and professional users, and management training.
- (c) Conducting public awareness campaigns about e-services offered by MoJPA and SGA and customer satisfaction surveys.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. No later than forty-five (45) days after the Effective Date, the Borrower, through MoJPA and SGA, shall establish and thereafter maintain, throughout Project implementation, a PIU, with a mandate, functions, resources, and staff in adequate numbers and with qualifications, experience, and terms of reference satisfactory to the Bank, responsible for implementation of the Project, consisting of a Project management team and implementation support teams, as set forth in the POM. Without limitation on the generality of the foregoing, the PIU shall be responsible, *inter alia*, for: (a) planning, coordination, implementation, and monitoring and evaluation of Project activities; (b) procurement and financial management; (c) social and environmental standards compliance; and (d) reporting.
2. The MoJPA shall be responsible for implementation of Part 1 of the Project and shall have joint responsibility, together with the SGA, for implementation of Parts 3, 4, and 5 of the Project, as further specified in the Project Operations Manual. A Project coordinator within the MoJPA shall be responsible for day-to-day coordination, flow of information and decision-making related to the activities under the Project for which MoJPA is responsible. To this end, the Borrower shall, through the MoJPA, ensure that the Project coordinator position within the MoJPA is filled and adequately funded throughout the duration of the Project, in a manner acceptable to the Bank.
3. The SGA shall be responsible for implementation of Part 2 of the Project and shall have joint responsibility, together with MoJPA, for Parts 3, 4, and 5 of the Project, as further specified in the Project Operations Manual. A Project coordinator within the SGA shall be responsible for day-to-day coordination, flow of information and decision making related to the activities under the Project for which SGA is responsible. To this end, the Borrower shall, through SGA, ensure that the Project coordinator position within the SGA is filled and adequately funded throughout the duration of the Project, in a manner acceptable to the Bank.

B. Project Operations Manual.

1. The Borrower, through MoJPA and SGA, shall prepare and adopt an operations manual ("Project Operations Manual" or "POM"), in form and substance satisfactory to the Bank, which shall contain the methods and procedures for the implementation of the Project, including but not limited to: (a) administration and coordination arrangements; (b) performance indicators of the Project; (c) monitoring and evaluation methods; (d) financial management guidelines and

procedures; (d) anti-corruption and fraud measures; and (d) implementation modalities for each Part of the Project.

2. The Borrower, through MoJPA and SGA, shall carry out the Project in accordance with the Project Operations Manual.
3. Except as the Bank shall otherwise agree in writing, the Borrower shall not amend, waive, suspend, or abrogate any provision of the POM. In case of any inconsistency between any provisions of the POM and those of this Agreement, the provisions of this Agreement shall prevail.

C. Annual Work Plan and Budget.

1. The Borrower, through the PIU, shall:
 - (a) unless otherwise agreed with the Bank, prepare and furnish to the Bank, not later than December 15 of each year during the implementation of the Project starting in 2024, a proposed annual work plan and budget for the next calendar year containing: (i) all activities to be carried out under the Project during that calendar year; and (ii) a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing; and
 - (b) provide the Bank a reasonable opportunity to exchange views with the Borrower on each such proposed annual work plan and budget, and shall thereafter ensure that the Project is implemented with due diligence during said following year, in accordance with such annual work plan and budget as shall have been approved by the Bank; and not make or allow to be made any change to the approved annual work plan and budget without the Bank's prior written approval.

D. Environmental and Social Standards.

1. The Borrower, through MoJPA and SGA, 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 MoJPA and SGA, 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 MoJPA and SGA, 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 MoJPA and SGA, 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 MoJPA and SGA, 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 MoJPA and SGA, 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

A. General.

The Borrower, through MoJPA and SGA, shall furnish to the Bank each Project Report not later than one (1) month after the end of each calendar semester, covering the calendar semester.

B. Mid-Term Review.

The Borrower, through MoJPA and SGA, shall:

- (a) not later than thirty (30) months after the Effective Date (or such other date as the Bank may agree), carry out a mid-term review of the Project and, prepare and furnish to the Bank a mid-term report, in such detail as the Bank shall reasonably request, documenting progress achieved in the carrying out of the Project during the period preceding the date of such report, taking into account the monitoring and evaluation activities performed pursuant to this Section II.A, and setting out the measures recommended to ensure the continued efficient carrying out of the Project and the achievement of its objective during the period following such date; and
- (b) review with the Bank such mid-term report, on or about the date one (1) month after its submission, and thereafter take all measures required to ensure the continued efficient implementation of the Project and the achievement of its objective, based on the conclusions and recommendations of the mid-term report and the Bank's views on the matter.

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 EUR)	Percentage of Expenditures to be financed (inclusive of Taxes)
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(1) Goods, works, non-consulting services, consulting services, Training, Operating Costs, and Remuneration of Public Notaries for the Project	110,000,000	100%
TOTAL AMOUNT	110,000,000	

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed three hundred thousand Euro (€ 300,000) may be made for payments made prior to this date but on or after November 30, 2023, for Eligible Expenditures under Category (1).
2. The Closing Date is April 30, 2029.

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 April 15 and October 15 Beginning April 15, 2029 through April 15, 2034	8.33%
On October 15, 2034	8.37%

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. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated January 22, 2024, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
4. “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.
5. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated December 14, 2018 (last revised on July 15, 2023).
6. “GNSS Stations” means the Borrower’s reference stations of the global navigation satellite system.
7. “ICS” means the Borrower’s system for the cadaster of infrastructure.

8. “ICT” means information and communication technology.
9. “JIS” means the Borrower’s joint information system of land registry and cadastre.
10. “MoJPA” means the Borrower’s Ministry of Justice and Public Administration, or any successor thereto.
11. “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, equipment maintenance, utilities, document duplication/printing, consumables, vehicle operation and maintenance, bank fees, rental costs for PIU office space, 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.
12. “Ordinance on the Remuneration of Public Notaries” means the Ordinance on the Amount of Public Notary’s Fee and Compensation as the Court’s Commissioner in the Procedure of Establishment and Renewal of a Land Registry adopted by the Minister of Justice and Public Administration on December 6, 2023 and published in the Borrower’s Official Gazette no. 150/2023 on December 15, 2023, as may be amended from time to time with the prior written approval of the Bank.
13. “PIU” means the Borrower’s Project Implementation Unit established and maintained by the Borrower in accordance with Section I.A.1 of Schedule 2 to this Agreement.
14. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
15. “Project Operations Manual” or “POM” means the manual to be adopted by the Borrower, through the MoJPA and SGA, in a manner satisfactory to the Bank and including details on institutional and implementation responsibilities, technical aspects of Project activities, requirements of the ESSs, disbursements and financial management aspects, procurement, and monitoring and reporting provisions necessary for carrying out the Project; as the same may be amended from time to time with the prior written agreement of the Bank.
16. “Remuneration of Public Notaries” means the fee and compensation paid to public notaries involved in the procedure of establishment and renewal of a land registry under Part 3(b) of the Project and determined pursuant to the Ordinance on the Remuneration of Public Notaries.
17. “SGA” means the Borrower’s State Geodetic Administration, or any successor thereto.
18. “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.

19. "Training" 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.

Članak 3.

Financijske obveze koje će nastati za Republiku Hrvatsku kao zajmoprimca na temelju 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 2024. - 2034., prema planovima otplate do konačne otplate zajma.

Članak 4.

Provedba ovoga Zakona u djelokrugu je tijela državne uprave nadležnih za poslove pravosuđa, geodetske poslove i poslove financija.

Članak 5.

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

Članak 6.

Ovaj Zakon stupa na snagu 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 integriranih usluga zemljišne administracije i pravosuđa, 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 integriranih usluga zemljišne administracije i pravosuđa, u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik.

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

Člankom 4. utvrđeno je da je provedba ovoga Zakona u djelokrugu tijela državne uprave nadležnih za poslove pravosuđa, geodetske poslove i poslove 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 Projekt integriranih usluga zemljišne administracije i pravosuđa nije na snazi te će se podaci o njegovom stupanju na snagu objaviti sukladno članku 30. stavku 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

Člankom 6. utvrđuje se stupanje na snagu 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 120 dana nakon datuma potpisivanja, a budući da je Ugovor potpisan 25. lipnja 2024. rok za njegovo stupanje na snagu istječe 23. listopada 2024. U suglasnosti sa IBRD, Ministarstvo pravosuđa, uprave i digitalne transformacije je putem Ministarstva financija uputilo IBRD-u zahtjev za produljenjem roka za stupanje na snagu što je i odobreno dopisom IBRD-a od 17. listopada 2024. kojim je određeno da je novi rok za stupanje na snagu 23. siječnja 2025.

Prilog – preslika teksta Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt integriranih usluga zemljišne administracije i pravosuđa – dopis Svjetske banke od 17. listopada 2024.

LOAN NUMBER 9645-HR

Loan Agreement

(Integrated Land Administration and Justice Services 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:

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- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
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- 2.06. The Payment Dates are April 15 and October 15 in each year.
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- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall, through MoJPA and SGA, carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

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- 4.01. The Additional Condition of Effectiveness consists of the following, namely that the Borrower has prepared and adopted the Project Operations Manual in form and substance satisfactory to the Bank.
- 4.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

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

- (a) the Borrower's address is:

Ministry of Finance
Katanciceva 5
10000 Zagreb
Republic of Croatia; and

- (b) the Borrower's Electronic Address is:

Facsimile: (385-1) 4922-598

Email: sectorifr@mfin.hr; with copy to: 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; and

- (b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423(MCI) or 64145(MCI)	1-202-477-6391	jarulpragasam@worldbank.org

AGREED as of the Signature Date.

REPUBLIC OF CROATIA

By

Marko Primorac

Authorized Representative

Name: Marko Primorac

Title: Deputy Prime Minister and Minister of Finance

Date: 25-Jun-2024

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By

Jehan Arulpragasam

Authorized Representative

Name: Jehan Arulpragasam

Title: Croatia Country Manager

Date: 13-Jun-2024

SCHEDULE 1

Project Description

The objective of the Project is to enhance digital services and functional integration of land administration and court institutions.

The Project consists of the following parts:

Part 1: Integrated Digital Land Registry and Court Services

Supporting the digitization and integration of land registry court data and services through:

- (a) restoration and digitization of damaged land books;
- (b) scanning and indexing of land books and book of deeds, including the hiring of scanning operators;
- (c) provision of hardware and software to support land and court data management;
- (d) preparation of studies on business process management;
- (e) development of an automated system for management of assets and IT contracts; and
- (f) development and implementation of a virtual assistant for land services at MoJPA.

Part 2: Integrated Digital Services of State Registers and Geospatial Data

Supporting collection and management of enhanced geospatial data (e.g. cadastral parcels, buildings, and infrastructure) to inform effective disaster risk planning and climate change adaptation policies, including through:

- (a) the conversion of paper geodetic elaborates into standard format and their migration to the ICS and JIS;
- (b) the carrying out of surveys to generate precise, tri-dimensional, topographical data;
- (c) the establishment of a data storage system and provision of graphics workstations;
- (d) the purchase and installation of fifteen permanent GNSS Stations;

- (e) the purchase of communications equipment and software for SGA;
- (f) the purchase of scanning operators at selected SGA scanning centers; and
- (g) the development and implementation of a virtual assistant at SGA.

Part 3: Enhanced Digital Integration of Land Register and Cadaster

Supporting the collection and management of land registry and cadaster data to provide eased access to land data and documents through enhanced land information systems to inform resource management, climate-smart decision-making, and improved access for citizens and businesses to e-services related to land transactions, including through:

- (a) upgrading the ICT hardware and software to enhance the JIS and one-stop shop through: (i) improving data quality and maintenance; (ii) recording of real property prices; (iii) simplifying online access to land administration data; (iv) upgrading of mobile apps (My Properties); (v) simplifying the process of recording construction rights; (vi) further digitization of cadaster processes; and (vii) extension of JIS access to other relevant stakeholders;
- (b) conducting cadastral surveys and establishing/renewing the land register, including through the financing of the Remuneration of Public Notaries; and
- (c) updating the methodology for the building registry and upgrading the IT system, including piloting and rollout.

Part 4: Integrated Court, Land Registry Office and Cadastral Office Infrastructure

Renovation, rehabilitation, and construction of selected court and cadaster facilities in Novska, Rijeka, Bjelovar and Velika Gorica to support integrated cadaster, land registry and court services, including infrastructure design studies and provision of new ICT cabling to improve digital services in selected cadastral offices, as detailed in the Project Operations Manual.

Part 5: Institutional Capacity Building, Policy Analysis, and Project Management

- (a) Project management, coordination, and monitoring and evaluation activities, including the financing of Operating Costs.
- (b) Building the capacity of MoJPA and SGA staff on good practices in cadaster and land registry laws, individual reconciliation of cadaster and land registry data, land registry renewal, joint cadaster and land registry procedures, use of e-services by public and professional users, and management training.

- (c) Conducting public awareness campaigns about e-services offered by MoJPA and SGA and customer satisfaction surveys.

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

1. No later than forty-five (45) days after the Effective Date, the Borrower, through MoJPA and SGA, shall establish and thereafter maintain, throughout Project implementation, a PIU, with a mandate, functions, resources, and staff in adequate numbers and with qualifications, experience, and terms of reference satisfactory to the Bank, responsible for implementation of the Project, consisting of a Project management team and implementation support teams, as set forth in the POM. Without limitation on the generality of the foregoing, the PIU shall be responsible, *inter alia*, for: (a) planning, coordination, implementation, and monitoring and evaluation of Project activities; (b) procurement and financial management; (c) social and environmental standards compliance; and (d) reporting.
2. The MoJPA shall be responsible for implementation of Part 1 of the Project and shall have joint responsibility, together with the SGA, for implementation of Parts 3, 4, and 5 of the Project, as further specified in the Project Operations Manual. A Project coordinator within the MoJPA shall be responsible for day-to-day coordination, flow of information and decision-making related to the activities under the Project for which MoJPA is responsible. To this end, the Borrower shall, through the MoJPA, ensure that the Project coordinator position within the MoJPA is filled and adequately funded throughout the duration of the Project, in a manner acceptable to the Bank.
3. The SGA shall be responsible for implementation of Part 2 of the Project and shall have joint responsibility, together with MoJPA, for Parts 3, 4, and 5 of the Project, as further specified in the Project Operations Manual. A Project coordinator within the SGA shall be responsible for day-to-day coordination, flow of information and decision making related to the activities under the Project for which SGA is responsible. To this end, the Borrower shall, through SGA, ensure that the Project coordinator position within the SGA is filled and adequately funded throughout the duration of the Project, in a manner acceptable to the Bank.

B. Project Operations Manual.

1. The Borrower, through MoJPA and SGA, shall prepare and adopt an operations manual (“Project Operations Manual” or “POM”), in form and substance satisfactory to the Bank, which shall contain the methods and procedures for the implementation of the Project, including but not limited to: (a) administration and coordination arrangements; (b) performance indicators of the Project;

(c) monitoring and evaluation methods; (d) financial management guidelines and procedures; (d) anti-corruption and fraud measures; and (d) implementation modalities for each Part of the Project.

2. The Borrower, through MoJPA and SGA, shall carry out the Project in accordance with the Project Operations Manual.
3. Except as the Bank shall otherwise agree in writing, the Borrower shall not amend, waive, suspend, or abrogate any provision of the POM. In case of any inconsistency between any provisions of the POM and those of this Agreement, the provisions of this Agreement shall prevail.

C. Annual Work Plan and Budget.

1. The Borrower, through the PIU, shall:
 - (a) unless otherwise agreed with the Bank, prepare and furnish to the Bank, not later than December 15 of each year during the implementation of the Project starting in 2024, a proposed annual work plan and budget for the next calendar year containing: (i) all activities to be carried out under the Project during that calendar year; and (ii) a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing; and
 - (b) provide the Bank a reasonable opportunity to exchange views with the Borrower on each such proposed annual work plan and budget, and shall thereafter ensure that the Project is implemented with due diligence during said following year, in accordance with such annual work plan and budget as shall have been approved by the Bank; and not make or allow to be made any change to the approved annual work plan and budget without the Bank's prior written approval.

D. Environmental and Social Standards.

1. The Borrower, through MoJPA and SGA, 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 MoJPA and SGA, 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 MoJPA and SGA, 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 MoJPA and SGA, 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 MoJPA and SGA, 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 MoJPA and SGA, 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

A. General.

The Borrower, through MoJPA and SGA, shall furnish to the Bank each Project Report not later than one (1) month after the end of each calendar semester, covering the calendar semester.

B. Mid-Term Review.

The Borrower, through MoJPA and SGA, shall:

- (a) not later than thirty (30) months after the Effective Date (or such other date as the Bank may agree), carry out a mid-term review of the Project and, prepare and furnish to the Bank a mid-term report, in such detail as the Bank shall reasonably request, documenting progress achieved in the carrying out of the Project during the period preceding the date of such report, taking into account the monitoring and evaluation activities performed pursuant to this Section II.A, and setting out the measures recommended to ensure the continued efficient carrying out of the Project and the achievement of its objective during the period following such date; and
- (b) review with the Bank such mid-term report, on or about the date one (1) month after its submission, and thereafter take all measures required to ensure the continued efficient implementation of the Project and the achievement of its objective, based on the conclusions and recommendations of the mid-term report and the Bank's views on the matter.

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 EUR)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training, Operating Costs, and Remuneration of Public Notaries for the Project	110,000,000	100%
TOTAL AMOUNT	110,000,000	

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed three hundred thousand Euro (€ 300,000) may be made for payments made prior to this date but on or after November 30, 2023, for Eligible Expenditures under Category (1).
2. The Closing Date is April 30, 2029.

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 April 15 and October 15 Beginning April 15, 2029 through April 15, 2034	8.33%
On October 15, 2034	8.37%

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. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated January 22, 2024, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
4. “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.
5. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated December 14, 2018 (last revised on July 15, 2023).
6. “GNSS Stations” means the Borrower’s reference stations of the global navigation satellite system.
7. “ICS” means the Borrower’s system for the cadaster of infrastructure.

8. “ICT” means information and communication technology.
9. “JIS” means the Borrower’s joint information system of land registry and cadastre.
10. “MoJPA” means the Borrower’s Ministry of Justice and Public Administration, or any successor thereto.
11. “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, equipment maintenance, utilities, document duplication/printing, consumables, vehicle operation and maintenance, bank fees, rental costs for PIU office space, 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.
12. “Ordinance on the Remuneration of Public Notaries” means the Ordinance on the Amount of Public Notary’s Fee and Compensation as the Court’s Commissioner in the Procedure of Establishment and Renewal of a Land Registry adopted by the Minister of Justice and Public Administration on December 6, 2023 and published in the Borrower’s Official Gazette no. 150/2023 on December 15, 2023, as may be amended from time to time with the prior written approval of the Bank.
13. “PIU” means the Borrower’s Project Implementation Unit established and maintained by the Borrower in accordance with Section I.A.1 of Schedule 2 to this Agreement.
14. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
15. “Project Operations Manual” or “POM” means the manual to be adopted by the Borrower, through the MoJPA and SGA, in a manner satisfactory to the Bank and including details on institutional and implementation responsibilities, technical aspects of Project activities, requirements of the ESSs, disbursements and financial management aspects, procurement, and monitoring and reporting provisions necessary for carrying out the Project; as the same may be amended from time to time with the prior written agreement of the Bank.
16. “Remuneration of Public Notaries” means the fee and compensation paid to public notaries involved in the procedure of establishment and renewal of a land registry under Part 3(b) of the Project and determined pursuant to the Ordinance on the Remuneration of Public Notaries.

17. “SGA” means the Borrower’s State Geodetic Administration, or any successor thereto.
18. “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.
19. “Training” 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.

17. listopada 2024.

Nj. Ekscelencija
Marko Primorac
potpredsjednik Vlade i ministar financija
Zagreb, Hrvatska

Poštovana gospodo ministri i gospodine glavni ravnatelju,

Hrvatska: Zajam br. IBRD-96450
Projekt integriranih usluga zemljišne administracije i pravosuđa
Produljenje efektivnosti Zajma

Vaša Ekscelencijo,

Nastavno na Vaš zahtjev od 9. listopada 2024., sa zadovoljstvom Vas mogu obavijestiti da je, nakon razmatranja razloga kašnjenja, Međunarodna banka za obnovu i razvoj (Banka) produljila razdoblje unutar kojeg Ugovor o Zajmu mora postati efektivan, te je odredila 23. siječnja 2025. kao kasniji datum u svrhu odjeljka 9.04 Općih uvjeta.

Da bi mogla proglasiti Zajam efektivnim, Banka mora primiti Priručnik o radu na projektu, kao i dokaze o ratifikaciji i stupanju na snagu Ugovora o Zajmu.

Srdačan pozdrav,



Jehan Arulpragasam
direktor za Hrvatsku i Sloveniju

cc:

Nj.E. Damir Habijan, ministar pravosuđa, uprave i digitalne transformacije

g. Antonio Šustić, glavni ravnatelj, Državna geodetska uprava

g. Stipe Župan, državni tajnik, Ministarstvo financija

g. Ivan Crnčec, državni tajnik, Ministarstvo pravosuđa, uprave i digitalne transformacije
gđa Mirela Fučkar, ravnateljica uprave, Ministarstvo pravosuđa, uprave i digitalne transformacije

gđa Monika Milčić, načelnica sektora, Ministarstvo financija

g. Eugene Rhuggenaath, izvršni direktor, Svjetska banka