

Klasa: **441-03/11-01/04**

Urbroj: **5030120-11-6**

Zagreb, 12. svibnja 2011.

PREDsjEDNIKU HRVATSKOGA SABORA

Predmet: Prijedlog zakona o potvrđivanju Ugovora o zajmu za razvojnu politiku gospodarskog oporavka između Republike Hrvatske i Međunarodne banke za obnovu i razvoj, s Konačnim prijedlogom zakona

Na temelju članka 84. Ustava Republike Hrvatske (Narodne novine, br. 56/90, 135/97, 8/98 – pročišćeni tekst, 113/2000, 124/2000 – pročišćeni tekst, 28/2001, 41/2001 – pročišćeni tekst, 55/2001 – ispravak, 76/2010 i 85/2010 – pročišćeni tekst) i članaka 129. i 159. Poslovnika Hrvatskoga sabora (Narodne novine, br. 71/2000, 129/2000, 117/2001, 6/2002 – pročišćeni tekst, 41/2002, 91/2003, 58/2004, 69/2007, 39/2008 i 86/2008), Vlada Republike Hrvatske podnosi Prijedlog zakona o potvrđivanju Ugovora o zajmu za razvojnu politiku gospodarskog oporavka između Republike Hrvatske i Međunarodne banke za obnovu i razvoj, s Konačnim prijedlogom zakona za hitni postupak.

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila mr. sc. Martinu Dalić, ministricu financija, dr. sc. Zdravku Mariću i Ivanu Maletić, državne tajnike u Ministarstvu financija, te mr. sc. Vladimиру Ivandić, ravnateljicu u Ministarstvu financija.

PREDSJEDNICA

Jadranka Kosor, dipl. iur.

VLADA REPUBLIKE HRVATSKE

**PRIJEDLOG
ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU ZA
RAZVOJNU POLITIKU GOSPODARSKOG OPORAVKA IZMEĐU
REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU I
RAZVOJ, S KONAČNIM PRIJEDLOGOM ZAKONA**

Zagreb, svibanj 2011.

**PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU ZA
RAZVOJNU POLITIKU GOSPODARSKOG OPORAVKA IZMEĐU
REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE
ZA OBNOVU I RAZVOJ**

I. USTAVNA OSNOVA ZA DONOŠENJE ZAKONA

Ustavna osnova za donošenje Zakona o potvrđivanju Ugovora o zajmu za razvojnu politiku gospodarskog oporavka (u dalnjem tekstu: Ugovor o zajmu) između Republike Hrvatske i Međunarodne banke za obnovu i razvoj sadržana je u odredbama članka 139. Ustava Republike Hrvatske (Narodne novine, br. 56/90, 135/97, 8/98 – pročišćeni tekst, 113/2000, 124/2000 – pročišćeni tekst, 28/2001, 41/2001 – pročišćeni tekst, 55/2001 – ispravak, 76/2010 i 85/2010 – pročišćeni tekst).

II. OCJENA STANJA I CILJ KOJI SE ZAKONOM ŽELI POSTIĆI

1. Ocjena stanja

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

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

Republika Hrvatska nalazi se u Konstituenci IBRD-a kojoj je na čelu Nizozemska. Konstituencu koju zastupa Nizozemska uključuje 13 zemalja: Armenija, Bosna i Hercegovina, Bugarska, Cipar, Gruzija, Izrael, Hrvatska, Makedonija, Moldova, Nizozemska, Rumunjska, Ukrajina, Crna Gora. Izvršni direktor nizozemske Konstituencije u Svjetskoj banci je Rudolf Jan Treffers (od 1. studenoga 2008. godine).

Njegova zamjenica je Tamara Solyanyk iz Ukrajine. Redoviti sastanci Konstituence održavaju se dan prije godišnjeg i proljetnog zasjedanja Svjetske banke i MMF-a.

Predsjednik Svjetske banke Robert Zoellick (Sjedinjene Američke Države) stupio je na dužnost 1. srpnja 2007. godine.

Od 1. siječnja 1998. godine u Zagrebu djeluje i stalni Ured Svjetske banke, koji je 1. listopada 2001. godine prerastao u Regionalni ured Svjetske banke za Hrvatsku, Bugarsku i Rumunjsku. Voditelj Regionalnog ureda bio je direktor Anand K. Seth. Krajem studenoga 2006. godine, u sklopu svoje reorganizacije, Svjetska banka je preselila Regionalni ured u Washington, a u Zagrebu je ostao Ured za Hrvatsku na čelu kojeg je 1. srpnja 2007. izabran voditelj Ureda g. Andras Horvai, a od 1. listopada 2010. godine tu funkciju preuzeo je Hongjoo J. Hahm. Od rujna 2007. godine Banka je reorganizirala svoje odjele kako bi povećala svoju efikasnost u radu sa zemljama članicama. Hrvatska je svrstana u Odjel za Srednju Europu i baltičke zemlje. Novi Odjel obuhvaća 10 zemalja članica EU iz zadnja dva kruga proširenja te Hrvatsku. Od 1. siječnja 2008. godine direktorica za Odjel za Srednju Europu i baltičke zemlje bila je Orsalia Kalantzopoulos, u svibnju 2009. godine tu funkciju preuzeo je Theodore Ahlers, a u siječnju 2010. godine Peter Harrold.

IBRD je za Republiku Hrvatsku najvažnija međunarodna finansijska institucija koja kontinuirano i svestrano podupire ekonomsko-socijalni razvitak i reforme na putu prema tržišnoj ekonomiji. Od ratnih vremena, kada su Republici Hrvatskoj drugi izvori financiranja bili zatvoreni, pa do danas ona je značajan izvor financiranja i katalizator reformskih prilagodbi. Finansijska potpora i ukupna uloga IBRD-a prilagođava se potrebama obnove, izgradnje infrastrukture, strukturnih prilagodbi i razvijanja Republike Hrvatske. Značajna finansijska sredstva IBRD-a Republika Hrvatska koristi u vidu investicijskih i strukturnih zajmova pod najpovoljnijim finansijskim uvjetima koje IBRD postiže na međunarodnom finansijskom tržištu. Također, Republika Hrvatska koristi brojne darovnice, tehničku pomoć i savjetodavne usluge IBRD-a putem kojih se podupire ekonomski napredak i provedba strukturnih reformi na raznim područjima, od infrastrukture, poljoprivrede, zdravstva do bankarskog, mirovinskog i pravosudnog sustava. Suradnja Republike Hrvatske s IBRD-om ima veliko, ne samo finansijsko, nego i šire značenje za održavanje makroekonomske stabilnosti, postizanje održivog i ubrzanog gospodarskog rasta i ostvarivanja uvjeta za približavanje Europskoj uniji (dalje u tekstu: EU).

Otkako je Hrvatska postala članicom Svjetske banke 25. veljače 1993. godine, Banka Hrvatskoj aktivno pruža finansijsku i tehničku pomoć, savjete i analitičke usluge. IBRD je Republici Hrvatskoj odobrio 48 zajmova (od kojih je 33 izravnih i 15 zajmova uz državno jamstvo) vrijednosti 2,2 milijardi EUR-a i 51 darovnicu u vrijednosti od 72 milijuna USD. Prema iznosu odobrenih zajmova i pruženoj tehničkoj pomoći IBRD predstavlja najznačajniji izvor strane finansijske potpore koja pridonosi ukupnom razvoju Republike Hrvatske.

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

Vlada Republike Hrvatske odobrila je Strategiju na sjednici 31. srpnja 2008. godine, a potom ju je prihvatio i Odbor izvršnih direktora Svjetske banke u Washingtonu na sjednici održanoj 30. rujna 2008. godine. Ova Strategija predviđa četverogodišnji program zajmova Republici Hrvatskoj u iznosu od 1 do 1,4 milijardi USD kao osnovni scenarij. Visina ukupnog kreditiranja Banke ovisit će prvenstveno o potrebama i interesima Vlade Republike Hrvatske, te sposobnosti apsorpcije sredstava. Ovaj scenarij obuhvaća zajmove za financiranje projekata za provedbu projekata iz sektora prometa, energetike, obrazovanja, zaštite okoliša, prilagodbe klimatskim promjenama, te projekata iz zdravstva, pravosuđa, te analitičku potporu (specijalizirana izvješća i analitičke studije koje će prethoditi projektima i definirati prioritete i potrebne reforme, posebice na području javnih rashoda, upravljanja, ulagačkog okruženja i klimatskih promjena). Navedeni program osnovnog scenarija može biti nadopunjjen nizom zajmova za razvojnu politiku, od kojih je ovaj drugi, (Economic Recovery Development Policy Loan – ERDPL) u jednoj transi, posebno kao potpora reformama usmjerenih na jačanje fiskalne održivosti kroz konsolidaciju javne potrošnje te na stvaranje poticajnog okruženja za rast privatnog sektora.

U skladu s Odlukom Vlade Republike Hrvatske o pokretanju postupka za sklapanje Ugovora o zajmu za razvojnu politiku gospodaskog oporavka između Republike Hrvatske i Međunarodne banke za obnovu i razvoj od 25. ožujka 2011. godine, klase: 441-03/11-04/04, urbroja: 5030120-11-1 ovlašteno hrvatsko izaslanstvo obavilo je 4. travnja 2011. godine završne pregovore s IBRD-om o Ugovoru o zajmu.

Vlada Republike Hrvatske je Zaključkom od 6. travnja 2011. godine, klase: 441-03/11-01/04, urbroja: 5030120-11-4 prihvatile Izvješće o vođenim pregovorima te ovlastila ministricu financija da potpiše Ugovor o zajmu. Ugovor o zajmu za razvojnu politiku gospodarskog oporavka potpisani je 10. svibnja 2011. godine. Ugovor o zajmu je za Republiku Hrvatsku potpisala ministrica financija gđa. Martina Dalić, a za IBRD g. Hongjoo J. Hahm, voditelj Ureda Svjetske banke za Hrvatsku.

2. Cilj koji se Zakonom želi postići

Zakonom se potvrđuje Ugovor o zajmu za razvojnu politiku gospodarskog oporavka između Republike Hrvatske i IBRD-a.

Sredstava iz Ugovora o zajmu bit će korištena za jačanje fiskalne održivosti kroz konsolidaciju javne potrošnje te stvaranje poticajnog okruženja za rast privatnog sektora.

Program reformi koje će se poduprijeti Zajmom za razvojnu politiku gospodarskog oporavka obuhvaćao bi sljedeće aktivnosti/komponente:

1. Jačanje fiskalne održivosti kroz konsolidaciju javne potrošnje – usredotočit će se na: a) daljnje promicanje fiskalne održivosti i transparentnosti; b) jačanje

učinkovitosti javne uprave; c) jačanje fiskalne discipline u zdravstvenom sustavu; d) jačanje učinkovitosti i djelotvornosti socijalnih naknada, usmjeravanje potrošnje na pomno odabrane programe i racionalizaciju mreže socijalne zaštite; e) jačanje pravednosti i financijske stabilnosti mirovinskog sustava;

2. Stvaranje poticajnog okruženja za rast privatnog sektora – obuhvaća program reformi koje će se usredotočiti na tri skupine reformi: a) povećanje fleksibilnosti tržišta rada i poticanje na aktivno sudjelovanje na tržištu rada; b) smanjenje administrativnih i regulatornih prepreka za poslovanje te ubrzanje rješavanja trgovačkih sporova; c) smanjenje udjela vlasništva u državnim poduzećima kroz privatizaciju ili likvidaciju državnih poduzeća.

Ukupan iznos zajma za realizaciju Programa je 150 milijuna EUR.

Prema uvjetima ponuđenim od IBRD-a Republici Hrvatskoj, zajam će biti odobren na 15 godina.

Posljednji datum raspoloživosti zajma je 31. prosinac 2011. godine.

Sredstva iz zajma moći će se povlačiti isključivo prema odredbama članka II. Općih uvjeta za zajmove Svjetske banke od 31. srpnja 2010. godine, te Odjeljka II. Priloga I. Ugovora o zajmu, dodatnih uputa koje IBRD utvrdi u obavijesti Zajmoprimcu kao i Dodatku Ugovora o zajmu, Odjeljak II. Izmjene Općih uvjeta.

OPIS ZAJMA

- zajmoprimac:	Republika Hrvatska;
- zajmodavac:	Međunarodna banka za obnovu i razvoj;
- iznos zajma:	150.000.000,00 EUR;
- namjena:	jačanje fiskalne održivosti kroz konsolidaciju javne potrošnje i stvaranja poticajnog okruženja za rast privatnog sektora;
- rok otplate:	15 godina;
- kamata:	šestomjesečni EURIBOR za euro, uvećan za fiksnu kamatnu maržu;
- dospijeća kamata:	polugodišnja (15. travnja i 15. listopada svake godine);
- dospijeće glavnice u cijelosti:	15. travnja 2026. godine;
- naknada:	početna naknada iznosi 0.25% iznosa glavnice zajma i isplaćuje se najkasnije 60 dana nakon stupanja Zajma na snagu;
- rok korištenja:	posljednji datum raspoloživosti zajma/povlačenja je 31. prosinca 2011. godine.

III. OSNOVNA PITANJA KOJA SE PREDLAŽU UREDITI ZAKONOM

Ovim Zakonom potvrđuje se Ugovor o zajmu za razvojnu politiku gospodarskog oporavka između Republike Hrvatske i Međunarodne banke za obnovu i razvoj, kako bi njegove odredbe u skladu s člankom 140. Ustava Republike Hrvatske (Narodne novine, br. 56/90, 135/97, 8/98 – pročišćeni tekst, 113/2000, 124/2000 – pročišćeni tekst, 28/2001, 41/2001 – pročišćeni tekst, 55/2001 – ispravak, 76/2010 i 85/2010 – pročišćeni tekst) postale dio pravnog poretka Republike Hrvatske.

Ugovor o zajmu za razvojnu politiku gospodarskog oporavka između Republike Hrvatske i Međunarodne banke za obnovu i razvoj propisuje način podmirivanja finansijskih obveza te nadležnost za provedbu Ugovora o zajmu.

IV. OCJENA POTREBNIH SREDSTAVA ZA PROVOĐENJE ZAKONA

Republika Hrvatska, temeljem Ugovora o zajmu za razvojnu politiku gospodarskog oporavka, obvezala se kao zajmoprimac redovito i u potpunosti izvršavati sve finansijske obveze prema Međunarodnoj banci za obnovu i razvoj koje proizlaze u svezi s provedbom Programa gospodarskog oporavka.

Izvršavanje Ugovora o zajmu podrazumijeva finansijske 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. RAZLOZI ZA DONOŠENJE ZAKONA PO HITNOM POSTUPKU

Temelj za donošenje Zakona po hitnom postupku nalazi se u članku 159. stavku 1. Poslovnika Hrvatskog sabora (Narodne novine, br. 71/2000, 129/2000, 117/2001, 6/2002 – pročišćeni tekst, 41/2002, 91/2003, 58/2004, 69/2007, 39/2008 i 86/2008) i to u drugim osobito opravdanim razlozima, budući da je njegovo stupanje na snagu prepostavka za povlačenje zajma.

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

**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU
ZA RAZVOJNU POLITIKU GOSPODARSKOG OPORAVKA IZMEĐU
REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE
ZA OBNOVU I RAZVOJ**

Članak 1.

Potvrđuje se Ugovor o zajmu za razvojnu politiku gospodarskog oporavka između Republike Hrvatske i Međunarodne banke za obnovu i razvoj, potpisani u Zagrebu 10. svibnja 2011. godine, u izvorniku na engleskom jeziku.

Članak 2.

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

ZAJAM BROJ 8063-HR

Ugovor o Zajmu

(Zajam za razvojnu politiku gospodarskog oporavka)

između

REPUBLIKE HRVATSKE

i

MEĐUNARODNE BANKE ZA OBNOVU
I RAZVOJ

Datum 10. svibnja 2011.

UGOVOR O ZAJMU

Ugovor od 10. svibnja 2011. godine, između REPUBLIKE HRVATSKE (“Zajmoprimac”) i MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ (“Banka”) u svrhu osiguranja financiranja radi pružanja podrške Programu (koji je definiran u Dodatku ovog Ugovora). Banka je odlučila osigurati ovo financiranje, temeljem, između ostalog: (a) aktivnosti koje je Zajmoprimac već proveo u okviru Programa i koje su opisane u Odjeljku I. Priloga 1 ovom Ugovoru; i (b) održavanja odgovarajućeg okvira makroekonomske politike od strane Zajmoprimca. Zajmoprimac i Banka su se ovim Ugovorom sporazumjele kako slijedi:

ČLANAK I - OPĆI UVJETI; DEFINICIJE

- 1.01. Opći uvjeti (prema definiciji iz Dodatka ovog Ugovora) sastavni su dio ovoga Ugovora.
- 1.02. Ako kontekst ne nalaže drukčije, izrazi napisani velikim početnim slovima koji se upotrebljavaju u ovom Ugovoru imaju značenja koja su im pripisana u Općim uvjetima ili u Dodatku ovog Ugovora.

ČLANAK II - ZAJAM

- 2.01. Banka je suglasna Zajmoprincu pozajmiti, pod uglavcima i uvjetima koji su utvrđeni u ovom Ugovoru ili na koje se ovaj Ugovor poziva, iznos od sto pedeset milijuna eura (EUR150 milijuna), iznos koji se može s vremena na vrijeme konvertirati konverzijom valute u skladu s odredbama Odjeljka 2.07 ovog Ugovora (“Zajam”).
- 2.02. Zajmoprimac može povlačiti sredstva Zajma u svrhu podrške Programu u skladu s Odjeljkom II. Priloga 1. ovome Ugovoru.
- 2.03. Početna naknada koju plaća Zajmoprimac iznosi jednu četvrtinu od jedan posto (0,25%). Zajmoprimac će platiti početnu naknadu najkasnije 60 dana nakon datuma stupanja Zajma na snagu.
- 2.04. Za svako kamatno razdoblje Zajmoprimac plaća kamatu po stopi jednakoj referentnoj stopi za valutu Zajma uvećanu za fiksnu kamatnu maržu; pod uvjetom da, nakon konverzije cijelog iznosa ili bilo kojeg dijela iznosa glavnice Zajma, Zajmoprimac plaća kamatu tijekom razdoblja konverzije na takav iznos koji će se odrediti sukladno relevantnim odredbama iz članka IV. Općih uvjeta. Ne ograničavajući gore navedeno, ako bilo koji povučeni iznos Zajma ostane neotplaćen pri dospijeću i takvo neplaćanje se nastavi u razdoblju od trideset dana, kamata koju plaća Zajmoprimac umjesto toga će biti izračunata kako je utvrđeno u Odjeljku 3.02 (e) Općih uvjeta.
- 2.05. Datumi plaćanja su 15. travnja i 15. listopada svake godine.
- 2.06. Glavnica Zajma otplaćuje se u skladu s planom amortizacije utvrđenim u Prilogu 2. ovome Ugovoru.
- 2.07. (a) Zajmoprimac može u bilo koje vrijeme zatražiti sljedeću promjenu uvjeta Zajma kako bi omogućio razborito upravljanje dugom, naime promjenu osnove za kamatnu stopu koja se primjenjuje na cijeli iznos ili bilo koji dio iznosa glavnice Zajma, povučenog i neotplaćenog, od promjenjive kamatne stope na

nepromjenjivu kamatnu stopu, ili obrnuto, ili od promjenjive kamatne stope temeljene na promjenjivoj kamatnoj marži na promjenjivu kamatnu stopu temeljenu na fiksnoj kamatnoj marži.

- (b) Bilo koja promjena koja je zatražena sukladno stavku (a) ovog Odjeljka, a koju je Banka prihvatile smatrat će se "konverzijom", kako je definirano u Općim uvjetima, i stupa na snagu sukladno odredbama članka IV. Općih uvjeta i Smjernica o konverzijama.
- 2.08. Ne ograničavajući odredbe Odjeljka 5.08 Općih uvjeta (koji su kao takvi prenumerirani sukladno stavku 3. Odjeljka II. Dodatka ovog Ugovora, a odnose se na *Suradnju i savjetovanje*), Zajmoprimac će Banci bez odlaganja osigurati informacije vezane uz odredbe ovog članka II. koje Banka s vremena na vrijeme može opravdano zatražiti.

ČLANAK III - PROGRAM

- 3.01. Zajmoprimac izražava svoju opredijeljenost Programu i njegovoj provedbi. U tu svrhu, a sukladno Odjeljku 5.08 Općih uvjeta:
- (a) Zajmoprimac i Banka će s vremena na vrijeme, na zahtjev bilo koje od stranaka, razmjenjivati mišljenja o okviru makroekonomске politike i napretku postignutom u provedbi Programa;
 - (b) prije svake razmjene mišljenja, Zajmoprimac će Banci predati izvješće o napretku ostvarenom u provedbi Programa, radi pregleda i davanja komentara, onoliko opsežno koliko to Banka bude razumno tražila; i
 - (c) ne ograničavajući odredbe stavaka (a) i (b) ovog Odjeljka, Zajmoprimac će bez odlaganja obavijestiti Banku o bilo kojoj situaciji koja bi u znatnoj mjeri djelovala suprotno ciljevima Programa ili bilo kojoj aktivnosti u okviru Programa, uključujući bilo koju aktivnost navedenu u Odjeljku I. Priloga I ovom Ugovoru.

ČLANAK IV - PRAVNI LIJEKOVI BANKE

- 4.01. Dodatni događaj za obustavu sastoji se u sljedećem, a to je da je nastala situacija zbog koje nije vjerojatno da će se Program, ili njegov bitni dio, provesti.

ČLANAK V - STUPANJE NA SNAGU; PRESTANAK VAŽENJA

- 5.01. Dodatni uvjet za stupanje Zajma na snagu sastoji se u sljedećem, a to je da je Banka zadovoljna napretkom koji ostvaruje Zajmoprimac u provedbi Programa te da Zajmoprimac ima primjereni okvir makroekonomске politike.
- 5.02. Rok stupanja Zajma na snagu je devedeset (90) dana od datuma ovog Ugovora.

ČLANAK VI - PREDSTAVNIK; ADRESE

6.01. Predstavnik Zajmoprimca je ministar financija.

6.02. Adresa Zajmoprimca je:

Ministarstvo financija
Katančićeva 5
Zagreb, Republika Hrvatska

Teleks:	Telefaks:
862-21215 862-21833	(385-1) 4922-598

6.03. Adresa Banke je:

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

Kabelogramska adresa:	Teleks:	Telefaks:
INTBAFRAD Washington, D.C.	248423(MCI) ili 64145(MCI)	1-202-477-6391

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

REPUBLIKA HRVATSKA
Ministrica financija

mr. sc. Martina Dalić, v.r.

Ovlašteni predstavnik

MEĐUNARODNA BANKA ZA
OBNOVU I RAZVOJ
Voditelj Ureda Svjetske banke za Hrvatsku

Hongjoo J. Hahm, v.r.

Ovlašteni predstavnik

PRILOG 1**Aktivnosti Programa; Dostupnost sredstava zajma****Odjeljak I. Aktivnosti poduzete u okviru Programa**

Aktivnosti koje je u okviru Programa poduzeo Zajmoprimac uključuju sljedeće:

1. Zajmoprimac je: (a) uveo privremeno fiskalno pravilo donošenjem Zakona o fiskalnoj odgovornosti (od 26. studenog 2010., Narodne novine 139/10), i (b) osnovao Odbor za fiskalnu politiku temeljem Odluke Vlade o osnivanju Odbora za fiskalnu politiku od 25. ožujka 2011. godine.
2. Zajmoprimac je: (a) podnio nacrt izmjena i dopuna Zakona o državnim službenicima Saboru s ciljem jačanja sustava ocjenjivanja i stegovnih mjera u državnoj službi, i (b) uspostavio Informacijski sustav za upravljanje ljudskim resursima (HMRIS) donošenjem Zakona o registru zaposlenih u javnom sektoru od 23. ožujka 2011. (Narodne novine 34/11).
3. Zajmoprimac je (a) racionalizirao izuzeća od plaćanja participacije donošenjem izmjena i dopuna Zakona o dopunskom zdravstvenom osiguranju od 2. lipnja 2010 (Narodne novine 71/10), (b) smanjio troškove lijekova donošenjem Pravilnika o mjerilima za određivanje cijena lijekova na veliko i o načinu izvješćivanja o cijenama na veliko 28. prosinca 2009. (Narodne novine 155/09) i Pravilnika o mjerilima za stavljanje lijekova na osnovnu i dopunska listu lijekova Hrvatskog zavoda za zdravstveno osiguranje od 28. prosinca 2009. (Narodne novine 155/09) i (c) pokrenuo racionalizaciju mreže bolnica kroz donošenje Izmjena mreže javne zdravstvene službe od 24. lipnja 2010. (Narodne novine 81/10).
4. Zajmoprimac je (a) usvojio Strategiju socijalne skrbi Zaključkom Vlade o usvajanju Strategije socijalne skrbi od 2. travnja 2011. i (b) Saboru podnio nacrt Zakona o socijalnoj skrbi s ciljem konsolidiranja naknada, poboljšanja ciljanja socijalnih naknada i racionaliziranja administrativne mrežu socijalne skrbi.
5. Zajmoprimac je: (a) smanjio povlašene mirovine za 10 posto donošenjem Zakona o smanjenju mirovina određenih, odnosno ostvarenih, prema posebnim propisima o mirovinskom osiguranju od 2. lipnja 2010. (Narodne novine 71/10); (b) povećao minimalno trajanje službe zastupnika u Saboru na jedan saborski mandat donošenjem izmjena i dopuna Zakona o pravima saborskih zastupnika od 18. srpnja 2009. (Narodne novine 86/09) i (c) podnio izmjena i dopuna Zakona o pravima saborskih zastupnika s ciljem povećanja dobi za odlazak u mirovinu državnih dužnosnika, saborskih zastupnika i sudaca Ustavnog suda.
6. Zajmoprimac je (a) izjednačio dob za odlazak u mirovinu za muškarce i žene na dob od 65 godina te udvostručio kazne za odlazak u prijevremenu mirovinu donošenjem izmjena i dopuna Zakona o obveznom mirovinskom osiguranju od 25. listopada 2010. (Narodne novine 121/10) i (b) smanjio administrativne troškove drugog stupa mirovinskog osiguranja donošenjem Odluke o najvišem postotku naknade za upravljanje obveznom mirovinskom društvu za 2011. godinu od strane Hrvatske agencije za nadzor financijskih usluga od 23. prosinca 2010. (Narodne novine 148/10).
7. Zajmoprimac je smanjio razinu i trajanje isplate naknade za nezaposlene i trajanje naknade za nezaposlene do mirovine na pet (5) godina, donošenjem izmjena i dopuna Zakona o posredovanju pri zapošljavanju i pravima za vrijeme nezaposlenosti od 25. listopada 2010. (Narodne novine 121/10).

8. Zajmoprimac je uveo bržu ovrhu sudskih odluka u trgovačkim sporovima donošenjem Ovršnog zakona od 26. studenog 2010. (Narodne novine 139/10), Zakona o javnim ovršiteljima od 26. studenog 2010. (Narodne novine 139/10), i Zakona o provedbi ovrhe na novčanim sredstvima od 14. srpnja 2010. (Narodne novine 91/10).

9. Zajmoprimac je (a) ojačao institucionalni okvir za upravljanje državnom imovinom i njezinom privatizacijom donošenjem Zakona o upravljanju državnom imovinom od 17. prosinca 2010. (Narodne novine 145/10) te je (b) prodao ili likvidirao udjele u barem stotinu (100) trgovачkih društava u vlasništvu države.

Odjeljak II. Dostupnost sredstava zajma

A. **Općenito.** Zajmoprimac može povlačiti sredstva Zajma sukladno odredbama ovog Odjeljka i dodatnim uputama o kojima će Banka obavijestiti Zajmoprimca.

B. **Raspodjela iznosa Zajma.** Zajam se raspoređuje na način da se povlači u jednoj tranši, iz koje Zajmoprimac može povlačiti sredstva zajma. Raspodjela iznosa zajma u tu svrhu prikazana je u tablici u nastavku:

Alokacije	Iznos Zajma Raspoređeno (izraženo u EUR)
Povlačenje u jednoj tranši	150.000.000
UKUPNI IZNOS	150.000.000

C. **Plaćanje početne naknade.** S računa zajma neće se vršiti povlačenja dok Banka ne primi cjelokupni iznos početne naknade.

D. Uvjeti za povlačenje tranše.

Nikakva sredstva jedne tranše Zajma neće se povlačiti ukoliko Banka nije zadovoljna: (i) s Programom koji provodi Zajmoprimac; i (ii) s primjerenošću okvira makroekonomске politike Zajmoprimca.

E. **Deponiranje iznosa Zajma.** Osim ukoliko se Banka usuglasi s drugačijim:

1. Iznose povučene s računa zajma Banka će deponirati na račun koji odredi Zajmoprimac i koji je prihvatljiv Banci; i

2. Zajmoprimac će se pobrinuti da po svakom deponiranju iznosa Zajma na taj račun istovjetan iznos bude računovodstveno proveden u sustavu proračunskog upravljanja Zajmoprimca na način koji je prihvatljiv Banci.

F. **Isključeni izdaci.** Zajmoprimac će se pobrinuti da se sredstva Zajma ne koriste za financiranje isključenih izdataka. Ukoliko Banka u bilo kojem trenutku ustanovi da je neki iznos iz zajma korišten za plaćanje isključenog izdatka, Zajmoprimac će odmah po obavijesti Banke izvršiti povrat Banci tog iznosa koji je jednak iznosu takvog plaćanja. Iznosi vraćeni Banci po takvom zahtjevu bit će poništeni.

G. **Datum zatvaranja.** Datum zatvaranja je 31. prosinca 2011.

PRILOG 2**Plan amortizacije**

Zajmoprimec će iznos glavnice Zajma otplatiti u cijelosti dana 15. travnja 2026.

DODATAK

Odjeljak I. Definicije

1. "Isključeni izdaci" znaće bilo koje izdatke:

(a) za robu ili usluge koji se nabavljaju prema ugovoru na temelju kojeg bilo koja domaća ili međunarodna finansijska institucija ili agencija, osim Banke ili Udruženja, financira ili se suglasila financirati, odnosno koje Banka ili Udruženje financira ili se suglasilo financirati u okviru nekog drugog zajma, kredita ili darovnice;

(b) za robu iz sljedećih skupina ili podskupina Standardne međunarodne trgovinske klasifikacije, Revizija 3 (SMTK, Rev.3), koju su objavili Ujedinjeni narodi u Statističkim dokumentima (Statistical Papers), Serija M, br. 34/Rev. 3 (1986.) (SMTK), ili bilo kojih naknadnih skupina ili podskupina prema budućim revizijama SMTK-a o kojima će Banka obavijestiti Zajmoprimca:

Skupina	Podskupina	Opis stavke
112		Alkoholna pića
121		Duhan, neprerađeni, duhanski otpaci
122		Duhan, prerađeni (bez obzira sadrži li ili ne sadrži nadomjestke duhana)
525		Radioaktivni i s njima povezani materijali
667		Biseri, draga i poludraga kamenje, neobrađeno ili obrađeno
718	718.7	Nuklearni reaktori i njihovi dijelovi; gorivi elementi (patrone) neozračeni, za nuklearne reaktore
728	728.43	Strojevi za preradu duhana
897	897.3	Nakit od zlata, srebra ili platinske skupine metala (osim satova i kutija za satove) te zlatarski ili filigranski proizvodi (uključujući ugrađene dragulje)
971		Zlato, nemonetarno (isključujući zlatnu rudu i koncentrate)

(c) za robu namijenjenu za vojne ili paravojne svrhe ili za luksuznu potrošnju;

(d) za ekološki opasnu robu čija je proizvodnja upotreba ili uvoz zabranjen prema zakonima Zajmoprimca ili međunarodnim ugovorima kojih je Zajmoprimac stranka.

(e) u vezi s bilo kojim plaćanjem zabranjenim odlukom Vijeća sigurnosti Ujedinjenih naroda donesenom na temelju Poglavlja VII. Povelje Ujedinjenih naroda; i

(f) u odnosu na koje Banka utvrđi da su rezultat koruptivnih ili prijevarnih radnja, namještanja ili prisile od strane predstavnika Zajmoprimca ili drugih korisnika Zajma, a da pritom Zajmoprimac (ili drugi korisnik) nije poduzeo pravovremene i odgovarajuće mjere, zadovoljavajuće za Banku, kako bi se ispravilo nastalo stanje.

2. "Opći uvjeti" znaće „Opće uvjete zajmova Međunarodne banke za obnovu i razvoj“ od 31. srpnja 2010. godine, s izmjenama navedenim u Odjeljku II. ovog Dodatka.

3. "Program" znači program aktivnosti, ciljeva i politika usmjerenih na poticanje rasta te ostvarivanje trajnog gospodarskog oporavka, a navedenih u pismu od 2. travnja 2011. godine koje je Zajmoprimac uputio Banci te u kojem je Zajmoprimac izjavio svoju opredijeljenost izvršenju Programa te zatražio pomoć Banke u pružanju podrške Programu tijekom njegove provedbe.

4. "Povlačenje u jednoj tranši" znači iznos Zajma raspoređen u kategoriju pod nazivom „Povlačenje u jednoj tranši“ u tablici koja se nalazi u Dijelu B Odjeljka II. Priloga 1 ovom Ugovoru.

Odjeljak II. Izmjene Općih uvjeta

Izmjene Općih uvjeta su sljedeće:

1. Zadnja rečenica u stavku (a) odjeljka 2.03. (koja se odnosi na zahtjeve za povlačenje) briše se u cijelosti.

2. Odjeljci 2.04 (*Određeni računi*) i 2.05 (*Prihvatljivi izdaci*) brišu se u cijelosti, a preostali odjeljci u Članku II. su prenumerirani na odgovarajući način.

3. Odjeljci 5.01 (*Izvršenje projekta općenito*), i 5.09 (*Finansijsko upravljanje; Finansijska izvješća; Revizije*) brišu se u cijelosti, a preostali odjeljci u Članku V. su prenumerirani na odgovarajući način.

4. Stavak (a) u Odjeljku 5.05 (prenumeriran kao takav sukladno gore navedenom stavku 3., a koji se odnosi na *Korištenje roba, radova i usluga*) briše se u cijelosti.

5. Stavak (c) u Odjeljku 5.06 (prenumeriran kao takav sukladno gore navedenom stavku 3.) mijenja se i glasi:

"Odjeljak 5.06. Planovi; dokumenti; evidencija

... (c) Zajmoprimac je dužan čuvati svu evidenciju (ugovore, narudžbe, fakture, račune, priznanice i ostalu dokumentaciju) koja dokazuje izdatke u okviru Zajma do dvije godine od datuma zatvaranja. Zajmoprimac je dužan predstavnicima Banke omogućiti uvid u tu evidenciju."

6. Stavak (c) u Odjeljku 5.07 (prenumeriran kao takav sukladno gore navedenom stavku 3.) mijenja se i glasi:

Odjeljak 5.07. Praćenje i ocjena Programa

... (c) Zajmoprimac je dužan najkasnije šest mjeseci nakon datuma zatvaranja izraditi i dostaviti Banci izvješće o izvršenju Programa, rezultatima izvršenih obveza stranaka Zajma i Banke u okviru Ugovora, kao i izvršenju svrhe Zajma, onoliko iscrpno i opsežno koliko to Banka bude razumno tražila.

7. Sljedeći izrazi i definicije navedeni u Dodatku izmijenjeni su ili izbrisani na sljedeći način, a sljedeći novi izrazi i definicije dodani su abecednim redom u Dodatku kako slijedi, izrazima prenumeriranim na odgovarajući način:

(a) Definicija izraza „Prihvatljivi izdaci“ mijenja se i glasi:

“Prihvatljivi izdaci znače bilo koje korištenje Zajma u potporu Programu osim financiranja izdataka koji su isključeni izdaci sukladno Ugovoru o zajmu.”

(b) Izraz “Financijska izvješća” i njegova definicija navedena u Prilogu u potpunosti se briše.

(c) Izraz „Projekt“ mijenja se i glasi „Program“, a njegova definicija mijenja se i glasi (a sva pozivanja na „Projekt“ u ovim Općim uvjetima smatraće se pozivanjem na „Program“):

““Program“ znači program naveden u Ugovoru o zajmu u potporu kojeg se Zajam odobrava.”

Loan Agreement

(Economic Recovery Development Policy Loan)

between

REPUBLIC OF CROATIA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

Dated May 10, 2011

LOAN AGREEMENT

Agreement dated May 10, 2011, entered into between REPUBLIC OF CROATIA (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) for the purpose of providing financing in support of the Program (as defined in the Appendix to this Agreement). The Bank has decided to provide this financing on the basis, inter alia, of (a) the actions which the Borrower has already taken under the Program and which are described in Section I of Schedule 1 to this Agreement, and (b) the Borrower’s maintenance of an appropriate macroeconomic policy framework. The Borrower and the Bank therefore hereby agree as follows:

ARTICLE I - GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II - LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of one hundred and fifty million Euro (EUR 150,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.07 of this Agreement (“Loan”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in support of the Program in accordance with Section II of Schedule 1 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%). The Borrower shall pay the Front-end Fee not later than sixty days after the Effective Date.
- 2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Fixed Spread; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02 (e) of the General Conditions.
- 2.05. The Payment Dates are April 15 and October 15 in each year.
- 2.06. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 2 to this Agreement.

- 2.07. (a) The Borrower may at any time request the following Conversion of the terms of the Loan in order to facilitate prudent debt management, namely a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate to a Fixed Rate, or vice versa, or from a Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread.
- (b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a “Conversion”, as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.
- 2.08. Without limitation upon the provisions of Section 5.08 of the General Conditions (renumbered as such pursuant to paragraph 3 of Section II of the Appendix to this Agreement and relating to *Cooperation and Consultation*), the Borrower shall promptly furnish to the Bank such information relating to the provisions of this Article II as the Bank may, from time to time, reasonably request.

ARTICLE III - PROGRAM

- 3.01. The Borrower declares its commitment to the Program and its implementation. To this end, and further to Section 5.08 of the General Conditions:
- (a) the Borrower and the Bank shall from time to time, at the request of either party, exchange views on the Borrower’s macroeconomic policy framework and the progress achieved in carrying out the Program;
 - (b) prior to each such exchange of views, the Borrower shall furnish to the Bank for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Bank shall reasonably request; and
 - (c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Borrower shall promptly inform the Bank of any situation that would have the effect of materially reversing the objectives of the Program or any action taken under the Program, including any action specified in Section I of Schedule 1 to this Agreement.

ARTICLE IV - REMEDIES OF THE BANK

- 4.01. The Additional Event of Suspension consists of the following, namely that a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.

ARTICLE V - EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely that the Bank is satisfied with the progress achieved by the Borrower in carrying out the Program and with the adequacy of the Borrower’s macroeconomic policy framework.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE VI - REPRESENTATIVE; ADDRESSES

- 6.01. The Borrower’s Representative is its Minister of Finance.
- 6.02. The Borrower’s Address is:

Ministry of Finance
Katančićeva 5
Zagreb, Republic of Croatia

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

6.03. The Bank's Address is:

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

Cable address: INTBAFRAD Washington, D.C. Telex: 248423(MCI) or 64145(MCI) Facsimile: 1-202-477-6391

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

REPUBLIC OF CROATIA
Ministry of Finance

By Martina Dalić

Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
County Manager, World Bank Office Zagreb

By Hongjoo J. Hahm

Authorized Representative

SCHEDULE 1

Program Actions; Availability of Loan Proceeds

Section I. Actions under the Program

The actions taken by the Borrower under the Program include the following:

1. The Borrower has: (a) introduced temporary fiscal rule through enactment of the Law on Fiscal Responsibility of November 26, 2010 (Official Gazette 139/10); and (b) established the Fiscal Board through the Government Decision on the Establishment of the Fiscal Policy Board of March 25, 2011.
2. The Borrower has: (a) submitted draft amendments to the Civil Service Act to its Parliament, aiming at strengthening the appraisal system and disciplinary measures in the civil services; and (b) established the Human Resource Management Information System (HRMIS) through enactment of the Law on Registry of Public Employees of March 23, 2011 (Official Gazette 34/11).
3. The Borrower has; (a) streamlined co-payment exemptions through enactment of the Amendment to the Act on Complementary Health Insurance of June 2, 2010 (Official Gazette 71/10); (b) reduced drug costs through adoption of the Ordinance on Establishing the Criteria of Wholesale Pricing and Reporting Wholesale Prices of Medicines of December 28, 2009 (Official Gazette 155/09), and the Ordinance on Establishing the Criteria for Inclusion of Medicines in the Basic and Supplementary Reimbursement Lists of the Croatian Institute for Health Insurance of December 28, 2009 (Official Gazette 155/09); and (c) launched hospital network rationalization, through the adoption of the Revision of the Public Health Insurance Network of June 24, 2010 (Official Gazette 81/10).
4. The Borrower has: (a) adopted the Social Welfare Strategy through the Government Conclusion on the Adoption of the Social Welfare Strategy of April 2, 2011; and (b) submitted the draft Social Welfare Act to Parliament, aiming at consolidating benefits, improved targeting of social benefits, and rationalizing the social welfare administrative network.
5. The Borrower has: (a) reduced privileged pensions by 10% through enactment of the Law on Reducing Pensions Determined or Earned According to Special Regulations on Pensions Insurance of June 2, 2010 (Official Gazette 71/2010); (b) increased minimum service of Members of Parliament to one parliamentary term, through enactment of the Amendments to the Law on Rights of Members of the Parliament of July 18, 2009 (Official Gazette 86/09); and (c) submitted a draft amendment to the Law on Rights of Members of Parliament to its Parliament, aiming at increasing the retirement age for Government officials, Members of Parliament and Constitutional Court Judges.
6. The Borrower has: (a) equalized the retirement age for men and women at age 65 and doubled the early retirement penalty, through enactment of amendment to the Obligatory Pension Insurance Act of October 25, 2010 (Official Gazette 121/10); and (b) reduced administrative costs in funded pension pillars, through adoption of the Decision on the Maximum Mandatory Pension Funds' Asset Management Fee for 2011 by the Croatian Financial Service Supervisory Agency on December 23, 2010 (Official Gazette 148/10).
7. The Borrower has reduced the unemployment benefit and its duration, and reduced pre-retirement unemployment benefit duration to five (5) years, through enactment of Amendments to the Law on Employment Mediation and Unemployment Benefits of October 25, 2010 (Official Gazette 121/10).

8. The Borrower has introduced accelerated enforcement of commercial dispute resolution, through the adoption of the Law on Enforcement of November 26, 2010 (Official Gazette 139/10), the Law on Bailiffs of November 26, 2010 (Official Gazette 139/10) and the Law on Execution of Cash Assets of July 14, 2010 (Official Gazette 91/10).

9. The Borrower has: (a) strengthened the institutional framework for management of state property and its privatization, through the enactment of the Act on State Property Management of December 17, 2010 (Official Gazette 145/10); and (b) sold or liquidated at least one hundred (100) state-owned companies.

Section II. Availability of Loan Proceeds

A. General. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of this Section and such additional instructions as the Bank may specify by notice to the Borrower.

B. Allocation of Loan Amounts. The Loan is allocated in a single withdrawal tranche, from which the Borrower may make withdrawals of the Loan proceeds. The allocation of the amounts of the Loan to this end is set out in the table below:

Allocations	Amount of the Loan Allocated (expressed in Euro)
Single Withdrawal Tranche	150,000,000
TOTAL AMOUNT	150,000,000

C. Payment of Front-end Fee. No withdrawal shall be made from the Loan Account until the Bank has received payment in full of the Front-end Fee.

D. Withdrawal Tranche Release Conditions.

No withdrawal shall be made of the Single Withdrawal Tranche unless the Bank is satisfied (a) with the Program being carried out by the Borrower, and (b) with the appropriateness of the Borrower's macroeconomic policy framework.

E. Deposits of Loan Amounts. Except as the Bank may otherwise agree:

1. all withdrawals from the Loan Account shall be deposited by the Bank into an account designated by the Borrower and acceptable to the Bank; and

2. the Borrower shall ensure that upon each deposit of an amount of the Loan into this account, an equivalent amount is accounted for in the Borrower's budget management system, in a manner acceptable to the Bank.

F. Excluded Expenditures. The Borrower undertakes that the proceeds of the Loan shall not be used to finance Excluded Expenditures. If the Bank determines at any time that an amount of the Loan was used to make a payment for an Excluded Expenditure, the Borrower shall, promptly upon notice from the Bank, refund an amount equal to the amount of such payment to the Bank. Amounts refunded to the Bank upon such request shall be cancelled.

G. Closing Date. The Closing Date is December 31, 2011.

SCHEDULE 2**Amortization Schedule**

The Borrower shall repay the principal amount of the Loan in full on April 15, 2026.

APPENDIX

Section I. Definitions

1. “Excluded Expenditure” means any expenditure:

(a) for goods or services supplied under a contract which any national or international financing institution or agency other than the Bank or the Association has financed or agreed to finance, or which the Bank or the Association has financed or agreed to finance under another loan, credit, or grant;

(b) for goods included in the following groups or sub-groups of the Standard International Trade Classification, Revision 3 (SITC, Rev.3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev.3 (1986) (the SITC), or any successor groups or subgroups under future revisions to the SITC, as designated by the Bank by notice to the Borrower:

Group	Sub-group	Description of Item
112		Alcoholic beverages
121		Tobacco, un-manufactured, tobacco refuse
122		Tobacco, manufactured (whether or not containing tobacco substitutes)
525		Radioactive and associated materials
667		Pearls, precious and semiprecious stones, unworked or worked
718	718.7	Nuclear reactors, and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors
728	728.43	Tobacco processing machinery
897	897.3	Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971		Gold, non-monetary (excluding gold ores and concentrates)

(c) for goods intended for a military or paramilitary purpose or for luxury consumption;

(d) for environmentally hazardous goods, the manufacture, use or import of which is prohibited under the laws of the Borrower or international agreements to which the Borrower is a party.

(e) on account of any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and

(f) with respect to which the Bank determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Borrower or other recipient of the Loan proceeds, without the Borrower (or other such recipient) having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.

2. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for Loans”, dated July 31, 2010, with the modifications set forth in Section II of this Appendix.

3. “Program” means the program of actions, objectives and policies designed to promote growth and achieve continued economic recovery and set forth or referred to in the letter dated April 2, 2011 from the Borrower to the Bank declaring the Borrower’s commitment to the execution of the Program, and requesting assistance from the Bank in support of the Program during its execution.

4. “Single Withdrawal Tranche” means the amount of the Loan allocated to the category entitled “Single Withdrawal Tranche” in the table set forth in Part B of Section II of Schedule 1 to this Agreement.

Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

1. The last sentence of paragraph (a) of Section 2.03 (relating to Applications for Withdrawal) is deleted in its entirety.

2. Sections 2.04 (*Designated Accounts*) and 2.05 (*Eligible Expenditures*) are deleted in their entirety, and the remaining Sections in Article II are renumbered accordingly.

3. Sections 5.01 (*Project Execution Generally*), and 5.09 (*Financial Management; Financial Statements; Audits*) are deleted in their entirety, and the remaining Sections in Article V are renumbered accordingly.

4. Paragraph (a) of Section 5.05 (renumbered as such pursuant to paragraph 3 above and relating to *Use of Goods, Works and Services*) is deleted in its entirety.

5. Paragraph (c) of Section 5.06 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

“Section 5.06. Plans; Documents; Records

... (c) The Borrower shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures under the Loan until two years after the Closing Date. The Borrower shall enable the Bank’s representatives to examine such records.”

6. Paragraph (c) of Section 5.07 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

Section 5.07. Program Monitoring and Evaluation

... (c) The Borrower shall prepare, or cause to be prepared, and furnish to the Bank not later than six months after the Closing Date, a report of such scope and in such detail as the Bank shall reasonably request, on the execution of the Program, the performance by the Loan Parties and the Bank of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Loan.

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

- (a) The definition of the term “Eligible Expenditure” is modified to read as follows:

“‘Eligible Expenditure’ means any use to which the Loan is put in support of the Program, other than to finance expenditures excluded pursuant to the Loan Agreement.”
- (b) The term “Financial Statements” and its definition are deleted in their entirety.
- (c) The term “Project” is modified to read “Program” and its definition is modified to read as follows (and all references to “Project” throughout these General Conditions are deemed to be references to “Program”):

“‘Program’ means the program referred to in the Loan Agreement in support of which the Loan is made.”

Članak 3.

Finansijske obveze koje će nastati za Republiku Hrvatsku kao zajmoprimca temeljem ovoga Zakona podmirivat će se u skladu s odredbama propisa o izvršavanju državnog proračuna Republike Hrvatske za godine 2011. do 2026. prema planu otplate do konačne otplate zajma.

Članak 4.

Provjeda ovoga Zakona u djelokrugu je središnjeg tijela državne uprave nadležnog za poslove financija.

Članak 5.

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

Članak 6.

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

O B R A Z L O Ž E N J E

Člankom 1. Prijedloga određena je svrha ovog Zakona, koja se sastoji u potvrđivanju Ugovora o zajmu za razvojnu politiku gospodarskog oporavka između Republike Hrvatske i Međunarodne banke za obnovu i razvoj od Hrvatskog sabora, a u skladu s odredbama članka 139. Ustava Republike Hrvatske.

Članak 2. Prijedloga sadrži engleski tekst izvornika i hrvatski prijevod međunarodnog ugovora iz članka 1. Prijedloga, a u skladu s člankom 16. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

Članak 3. Prijedloga sadrži odredbe o osiguranju finansijskih sredstava potrebnih radi izvršavanja međunarodnog ugovora iz članka 1. Prijedloga, a u skladu s člancima 16. i 17. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

Člankom 4. Prijedloga utvrđuje se središnje tijelo državne uprave nadležno za izvršavanje međunarodnog ugovora iz članka 1. Prijedloga, a u skladu s člankom 17. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

Članak 5. Prijedloga sadrži podatke o stupanju na snagu međunarodnog ugovora iz članka 1. Zakona, a u skladu s člankom 17. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

Članak 6. Zakona sadrži podatke o stupanju na snagu istog.

Prilog - preslika teksta Ugovora o zajmu za razvojnu politiku gospodarskog oporavka između Republike Hrvatske i Međunarodne banke za obnovu i razvoj, u izvorniku na engleskom jeziku

LOAN NUMBER 8063-HR

Loan Agreement

(Economic Recovery Development Policy Loan)

between

REPUBLIC OF CROATIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

Dated May 10, 2011

LOAN NUMBER 8063-HR

LOAN AGREEMENT

Agreement dated **May 10**, 2011, entered into between REPUBLIC OF CROATIA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") for the purpose of providing financing in support of the Program (as defined in the Appendix to this Agreement). The Bank has decided to provide this financing on the basis, *inter alia*, of (a) the actions which the Borrower has already taken under the Program and which are described in Section I of Schedule 1 to this Agreement, and (b) the Borrower's maintenance of an appropriate macroeconomic policy framework. The Borrower and the Bank therefore hereby agree as follows:

ARTICLE I - GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II - LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of one hundred and fifty million Euro (EUR 150,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.07 of this Agreement ("Loan").
- 2.02. The Borrower may withdraw the proceeds of the Loan in support of the Program in accordance with Section II of Schedule 1 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%). The Borrower shall pay the Front-end Fee not later than sixty days after the Effective Date.
- 2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Fixed Spread; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the interest payable by the

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

- 2.05. The Payment Dates are April 15 and October 15 in each year.
- 2.06. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 2 to this Agreement.
- 2.07. (a) The Borrower may at any time request the following Conversion of the terms of the Loan in order to facilitate prudent debt management, namely a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate to a Fixed Rate, or vice versa, or from a Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread.
(b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a "Conversion", as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.
- 2.08. Without limitation upon the provisions of Section 5.08 of the General Conditions (renumbered as such pursuant to paragraph 3 of Section II of the Appendix to this Agreement and relating to *Cooperation and Consultation*), the Borrower shall promptly furnish to the Bank such information relating to the provisions of this Article II as the Bank may, from time to time, reasonably request.

ARTICLE III - PROGRAM

- 3.01. The Borrower declares its commitment to the Program and its implementation. To this end, and further to Section 5.08 of the General Conditions:
 - (a) the Borrower and the Bank shall from time to time, at the request of either party, exchange views on the Borrower's macroeconomic policy framework and the progress achieved in carrying out the Program;
 - (b) prior to each such exchange of views, the Borrower shall furnish to the Bank for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Bank shall reasonably request; and
 - (c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Borrower shall promptly inform the Bank of any situation that would have the effect of materially reversing the objectives of the

Program or any action taken under the Program, including any action specified in Section I of Schedule I to this Agreement.

ARTICLE IV - REMEDIES OF THE BANK

- 4.01. The Additional Event of Suspension consists of the following, namely that a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.

ARTICLE V - EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely that the Bank is satisfied with the progress achieved by the Borrower in carrying out the Program and with the adequacy of the Borrower's macroeconomic policy framework.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE VI - REPRESENTATIVE; ADDRESSES

- 6.01. The Borrower's Representative is its Minister of Finance.

- 6.02. The Borrower's Address is:

Ministry of Finance
Katančićeva 5
Zagreb, Republic of Croatia

Telex: Facsimile:

862-21215 (385-1) 4922-598
862-21833

- 6.03. The Bank's Address is:

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

Cable address: Telex: Facsimile:

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

- 4 -

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

REPUBLIC OF CROATIA

By



Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By



Authorized Representative

SCHEDULE 1

Program Actions; Availability of Loan Proceeds

Section I. Actions under the Program

The actions taken by the Borrower under the Program include the following:

1. The Borrower has: (a) introduced temporary fiscal rule through enactment of the Law on Fiscal Responsibility of November 26, 2010 (Official Gazette 139/10); and (b) established the Fiscal Board through the Government Decision on the Establishment of the Fiscal Policy Board of March 25, 2011.
2. The Borrower has: (a) submitted draft amendments to the Civil Service Act to its Parliament, aiming at strengthening the appraisal system and disciplinary measures in the civil services; and (b) established the Human Resource Management Information System (HRMIS) through enactment of the Law on Registry of Public Employees of March 23, 2011 (Official Gazette 34/11).
3. The Borrower has: (a) streamlined co-payment exemptions through enactment of the Amendment to the Act on Complementary Health Insurance of June 2, 2010 (Official Gazette 71/10); (b) reduced drug costs through adoption of the Ordinance on Establishing the Criteria of Wholesale Pricing and Reporting Wholesale Prices of Medicines of December 28, 2009 (Official Gazette 155/09), and the Ordinance on Establishing the Criteria for Inclusion of Medicines in the Basic and Supplementary Reimbursement Lists of the Croatian Institute for Health Insurance of December 28, 2009 (Official Gazette 155/09); and (c) launched hospital network rationalization, through the adoption of the Revision of the Public Health Insurance Network of June 24, 2010 (Official Gazette 81/10).
4. The Borrower has: (a) adopted the Social Welfare Strategy through the Government Conclusion on the Adoption of the Social Welfare Strategy of April 2, 2011; and (b) submitted the draft Social Welfare Act to Parliament, aiming at consolidating benefits, improved targeting of social benefits, and rationalizing the social welfare administrative network.
5. The Borrower has: (a) reduced privileged pensions by 10% through enactment of the Law on Reducing Pensions Determined or Earned According to Special Regulations on Pensions Insurance of June 2, 2010 (Official Gazette 71/2010); (b) increased minimum service of Members of Parliament to one parliamentary term, through enactment of the Amendments to the Law on Rights of Members of the Parliament of July 18, 2009 (Official Gazette 86/09); and (c) submitted a draft amendment to the Law on Rights of Members of Parliament to its Parliament, aiming at increasing the retirement age for Government officials, Members of Parliament and Constitutional Court Judges.

6. The Borrower has: (a) equalized the retirement age for men and women at age 65 and doubled the early retirement penalty, through enactment of amendment to the Obligatory Pension Insurance Act of October 25, 2010 (Official Gazette 121/10); and (b) reduced administrative costs in funded pension pillars, through adoption of the Decision on the Maximum Mandatory Pension Funds' Asset Management Fee for 2011 by the Croatian Financial Service Supervisory Agency on December 23, 2010 (Official Gazette 148/10).

7. The Borrower has reduced the unemployment benefit and its duration, and reduced pre-retirement unemployment benefit duration to five (5) years, through enactment of Amendments to the Law on Employment Mediation and Unemployment Benefits of October 25, 2010 (Official Gazette 121/10).

8. The Borrower has introduced accelerated enforcement of commercial dispute resolution, through the adoption of the Law on Enforcement of November 26, 2010 (Official Gazette 139/10), the Law on Bailiffs of November 26, 2010 (Official Gazette 139/10) and the Law on Execution of Cash Assets of July 14, 2010 (Official Gazette 91/10).

9. The Borrower has: (a) strengthened the institutional framework for management of state property and its privatization, through the enactment of the Act on State Property Management of December 17, 2010 (Official Gazette 145/10); and (b) sold or liquidated at least one hundred (100) state-owned companies.

Section II. Availability of Loan Proceeds

A. **General.** The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of this Section and such additional instructions as the Bank may specify by notice to the Borrower.

B. **Allocation of Loan Amounts.** The Loan is allocated in a single withdrawal tranche, from which the Borrower may make withdrawals of the Loan proceeds. The allocation of the amounts of the Loan to this end is set out in the table below:

Allocations	Amount of the Loan Allocated (expressed in Euro)
Single Withdrawal Tranche	150,000,000
TOTAL AMOUNT	<u>150,000,000</u>

C. Payment of Front-end Fee. No withdrawal shall be made from the Loan Account until the Bank has received payment in full of the Front-end Fee.

D. Withdrawal Tranche Release Conditions

No withdrawal shall be made of the Single Withdrawal Tranche unless the Bank is satisfied (a) with the Program being carried out by the Borrower, and (b) with the appropriateness of the Borrower's macroeconomic policy framework.

E. Deposits of Loan Amounts. Except as the Bank may otherwise agree:

1. all withdrawals from the Loan Account shall be deposited by the Bank into an account designated by the Borrower and acceptable to the Bank; and
2. the Borrower shall ensure that upon each deposit of an amount of the Loan into this account, an equivalent amount is accounted for in the Borrower's budget management system, in a manner acceptable to the Bank.

F. Excluded Expenditures. The Borrower undertakes that the proceeds of the Loan shall not be used to finance Excluded Expenditures. If the Bank determines at any time that an amount of the Loan was used to make a payment for an Excluded Expenditure, the Borrower shall, promptly upon notice from the Bank, refund an amount equal to the amount of such payment to the Bank. Amounts refunded to the Bank upon such request shall be cancelled.

G. Closing Date. The Closing Date is December 31, 2011.

SCHEDULE 2

Amortization Schedule

The Borrower shall repay the principal amount of the Loan in full on April 15, 2026.

APPENDIX

Section I. Definitions

1. "Excluded Expenditure" means any expenditure:

(a) for goods or services supplied under a contract which any national or international financing institution or agency other than the Bank or the Association has financed or agreed to finance, or which the Bank or the Association has financed or agreed to finance under another loan, credit, or grant;

(b) for goods included in the following groups or sub-groups of the Standard International Trade Classification, Revision 3 (SITC, Rev.3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev.3 (1986) (the SITC), or any successor groups or subgroups under future revisions to the SITC, as designated by the Bank by notice to the Borrower:

Group	Sub-group	Description of Item
112		Alcoholic beverages
121		Tobacco, un-manufactured, tobacco refuse
122		Tobacco, manufactured (whether or not containing tobacco substitutes)
525		Radioactive and associated materials
667		Pearls, precious and semiprecious stones, unworked or worked
718	718.7	Nuclear reactors, and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors
728	728.43	Tobacco processing machinery
897	897.3	Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971		Gold, non-monetary (excluding gold ores and concentrates)

(c) for goods intended for a military or paramilitary purpose or for luxury consumption;

(d) for environmentally hazardous goods, the manufacture, use or import of which is prohibited under the laws of the Borrower or international agreements to which the Borrower is a party.

(c) on account of any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and

(f) with respect to which the Bank determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Borrower or other recipient of the Loan proceeds, without the Borrower (or other such recipient) having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.

2. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for Loans", dated July 31, 2010, with the modifications set forth in Section II of this Appendix.

3. "Program" means the program of actions, objectives and policies designed to promote growth and achieve continued economic recovery and set forth or referred to in the letter dated April 2, 2011 from the Borrower to the Bank declaring the Borrower's commitment to the execution of the Program, and requesting assistance from the Bank in support of the Program during its execution.

4. "Single Withdrawal Tranche" means the amount of the Loan allocated to the category entitled "Single Withdrawal Tranche" in the table set forth in Part B of Section II of Schedule I to this Agreement.

Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

1. The last sentence of paragraph (a) of Section 2.03 (relating to Applications for Withdrawal) is deleted in its entirety.

2. Sections 2.04 (*Designated Accounts*) and 2.05 (*Eligible Expenditures*) are deleted in their entirety, and the remaining Sections in Article II are renumbered accordingly.

3. Sections 5.01 (*Project Execution Generally*), and 5.09 (*Financial Management; Financial Statements; Audits*) are deleted in their entirety, and the remaining Sections in Article V are renumbered accordingly.

4. Paragraph (a) of Section 5.05 (renumbered as such pursuant to paragraph 3 above and relating to *Use of Goods, Works and Services*) is deleted in its entirety.

5. Paragraph (c) of Section 5.06 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

"Section 5.06. Plans; Documents; Records

... (c) The Borrower shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures under the Loan until two years after the Closing Date. The Borrower shall enable the Bank's representatives to examine such records."

6. Paragraph (c) of Section 5.07 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

Section 5.07. Program Monitoring and Evaluation

... (c) The Borrower shall prepare, or cause to be prepared, and furnish to the Bank not later than six months after the Closing Date, a report of such scope and in such detail as the Bank shall reasonably request, on the execution of the Program, the performance by the Loan Parties and the Bank of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Loan.

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

(a) The definition of the term "Eligible Expenditure" is modified to read as follows:

"Eligible Expenditure" means any use to which the Loan is put in support of the Program, other than to finance expenditures excluded pursuant to the Loan Agreement."

(b) The term "Financial Statements" and its definition are deleted in their entirety.

(c) The term "Project" is modified to read "Program" and its definition is modified to read as follows (and all references to "Project" throughout these General Conditions are deemed to be references to "Program"):

"Program" means the program referred to in the Loan Agreement in support of which the Loan is made."