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Zagreb, 16. rujna 2011.

PREDSJEDNIKU HRVATSKOGA SABORA

Predmet: Prijedlog zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt implementacije integriranog sustava zemljišne administracije, s Konačnim prijedlogom zakona

Na temelju članka 84. Ustava Republike Hrvatske (Narodne novine, br. 56/90, 135/97, 8/98 – pročišćeni tekst, 113/2000, 124/2000 – pročišćeni tekst, 28/2001, 41/2001 – pročišćeni tekst, 55/2001 – ispravak, 76/2010 i 85/2010 – pročišćeni tekst) i članaka 129. i 159. Poslovnika Hrvatskoga sabora (Narodne novine, br. 71/2000, 129/2000, 117/2001, 6/2002 – pročišćeni tekst, 41/2002, 91/2003, 58/2004, 69/2007, 39/2008 i 86/2008), Vlada Republike Hrvatske podnosi Prijedlog zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt implementacije integriranog sustava zemljišne administracije, 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 Dražena Bošnjakovića, ministra pravosuđa, te mr. sc. Zorana Pičuljana, Tatijanu Vučetić i Baricu Novosel, državne tajnike u Ministarstvu pravosuđa.

PREDSJEDNICA

Jadranka Kosor, dipl. iur.

**PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU
IZMEĐU REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU
I RAZVOJ ZA PROJEKT IMPLEMENTACIJE INTEGRIRANOG
SUSTAVA ZEMLJIŠNE ADMINISTRACIJE,
S KONAČNIM PRIJEDLOGOM ZAKONA**

**PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU
IZMEĐU REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU
I RAZVOJ ZA PROJEKT IMPLEMENTACIJE INTEGRIRANOG SUSTAVA
ZEMLJIŠNE ADMINISTRACIJE**

I. USTAVNA OSNOVA ZA DONOŠENJE ZAKONA

Ustavna osnova za donošenje Zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt implementacije integriranog sustava zemljišne administracije sadržana je u odredbi članka 139. stavka 1. Ustava Republike Hrvatske (Narodne novine, br. 56/90, 135/97, 8/98 - pročišćeni tekst, 113/2000, 124/2000 - pročišćeni tekst, 28/2001, 41/2001 - pročišćeni tekst, 55/2001 - ispravak, 76/2010 i 85/2010 - pročišćeni tekst).

II. OCJENA STANJA I CILJ KOJI SE ZAKONOM ŽELI POSTIĆI

1. Ocjena stanja

Međunarodna banka za obnovu i razvoj (u daljnjem tekstu: IBRD) jedna je od međunarodnih financijskih institucija u okviru Grupacije Svjetske banke utemeljena u srpnju 1945. godine u Bretton Woodsu, Sjedinjene Američke Države. Cilj IBRD-a je smanjivanje siromaštva u nedovoljno razvijenim zemljama i poticanje održivog gospodarskog razvoja.

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

IBRD je za Republiku Hrvatsku najvažnija međunarodna financijska institucija koja kontinuirano i svestrano podupire ekonomsko-socijalni razvitak i reforme na putu prema tržišnoj ekonomiji. Financijska potpora i ukupna uloga IBRD-a prilagođava se potrebama obnove, izgradnje infrastrukture, strukturnih prilagodbi i razvitka Republike Hrvatske. Značajna financijska sredstva IBRD-a Republika Hrvatska koristi u vidu investicijskih i strukturnih zajmova pod najpovoljnijim financijskim uvjetima koje IBRD postiže na međunarodnom financijskom tržištu. Također, Republika Hrvatska koristi brojne darovnice, tehničku pomoć i savjetodavne usluge IBRD-a putem kojih se podupire ekonomski napredak i provedba strukturnih reformi na raznim područjima, od infrastrukture, poljoprivrede, zdravstva do bankarskog, mirovinskog i pravosudnog sustava. U Republici Hrvatskoj također

postoji suradnja između IBRD-a i MMF-a u nekoliko područja kao što su: upravljanje javnim rashodima, reforma mirovina, sektor zdravstva i socijalne skrbi, te tržište rada.

Otkako je Republika Hrvatska postala članicom Svjetske banke, Banka Republici Hrvatskoj aktivno pruža financijsku i tehničku pomoć, savjete i analitičke usluge. IBRD je Republici Hrvatskoj odobrio 49 zajmova vrijednosti 2,3 milijardi eura i 51 darovnicu u vrijednosti od oko 72 milijuna USD.

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

Vlada Republike Hrvatske je odobrila navedenu Strategiju na sjednici 31. srpnja 2008. 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 mogao bi biti nadopunjen nizom zajmova za razvojnu politiku (Development Policy Loan - DPL) u jednoj tranši, posebno kao potpora reformama u javnom sektoru i za poboljšanje konkurentnosti gospodarstva.

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U skladu s Odlukom Vlade Republike Hrvatske o pokretanju postupka za sklapanje Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt implementacije integriranog sustava zemljišne administracije, od 26. svibnja 2011. godine, ovlašteno hrvatsko izaslanstvo obavilo je 1. i 2. lipnja 2011. godine završne pregovore s IBRD-om o predmetnom Ugovoru.

Vlada Republike Hrvatske je Zaključkom, od 16. lipnja 2011. godine, prihvatila Izvješće s pregovora, te ovlastila ministricu financija da potpiše Ugovor o zajmu. Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt implementacije integriranog sustava zemljišne administracije potpisan je 17. kolovoza 2011. godine.

2. Cilj koji se zakonom želi postići

Sklapanje Ugovora o zajmu za Projekt implementacije integriranog sustava zemljišne administracije predlaže se radi modernizacije sustava zemljišne administracije i upravljanja kako bi se poboljšale državne usluge sa stajališta učinkovitosti, transparentnosti i troškova.

Širenje uspostave Zajedničkog informacijskog sustava zemljišnih knjiga i katastra (ZIS), te bolji i širi pristup digitalnim informacijama, kao i razvoj Nacionalne infrastrukture prostornih podataka (NIPP) omogućit će bolje planiranje i prostorni razvoj, praćenje okoliša i upravljanje prirodnim resursima, te pružanje više i boljih usluga e-uprave. Ciljevi Projekta su

(i) omogućiti podnošenje zahtjeva katastarskim uredima i zemljišnoknjižnim odjelima putem interneta čime bi se smanjili troškovi i dodatno poboljšala usluga; i (ii) omogućiti pristup prostorno predstavljenim digitalnim informacijama od više državnih korisnika.

Ukupan iznos zajma za realizaciju Projekta je 16,5 milijuna eura.

Prema uvjetima dogovorenima tijekom pregovora glavnica zajma isplaćivat će se obročno, polugodišnje, svakog 15. svibnja i 15. studenoga, počevši od 15. studenoga, 2015. godine do 15. svibnja 2031. godine. Posljednji datum raspoloživosti zajma je 31. listopada 2015. godine.

Sredstva iz zajma moći će se povlačiti u skladu s odredbama članka II. Općih uvjeta za zajmove Svjetske banke od 1. srpnja 2005. godine (izmijenjeni i dopunjeni 12. veljače 2008. godine) i Odjeljka IV. Priloga 2. Ugovora o zajmu te dodatnih uputa koje Svjetska banka odredi slanjem obavijesti Zajmoprimcu (uključujući i "Smjernice Svjetske banke za isplatu zajmova za projekte", od svibnja 2006. godine, koje Svjetska banka povremeno revidira, te koje su primjenjive na ovaj Ugovor u skladu s navedenim uputama). Kategorije prihvatljivih izdataka koje se mogu financirati iz zajma su nabava roba, radova, savjetničkih usluga, poduka, tehničke usluge i operativni troškovi za Projekt, kupnja uredskog prostora, povrat predujma za pripremu i početna naknada koja će biti plaćena sredstvima zajma.

OPIS ZAJMA

zajmoprimac:	Republika Hrvatska
zajmodavac:	Međunarodna banka za obnovu i razvoj
iznos zajma:	16.500.000,00 EUR
namjena:	Modernizacija sustava zemljišne administracije
rok otplate:	20 godina uz poček na otplatu 4 godina
kamata:	šestomjesečni EURIBOR uvećan za fiksnu kamatnu maržu
dospijeca:	polugodišnja (15. svibnja i 15. studenog svake godine) početna naknada iznosi 0.25% iznosa glavnice zajma posljednji datum raspoloživosti zajma/povlačenja je 31.
naknade:	listopada 2015. godine
rok korištenja:	

III. OSNOVNA PITANJA KOJA SE TREBAJU UREDITI ZAKONOM

Ovim se zakonom potvrđuje Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt implementacije integriranog sustava zemljišne administracije, kako bi njegove odredbe u smislu članka 140. Ustava Republike Hrvatske postale dio unutarnjeg pravnog poretka Republike Hrvatske.

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

IV. OCJENA POTREBNIH SREDSTAVA ZA PROVEDBU OVOGA ZAKONA

Republika Hrvatska, temeljem Ugovora o zajmu za Projekt implementacije integriranog sustava zemljišne administracije, obvezala se kao zajmoprimac redovito i u potpunosti izvršavati sve financijske obveze prema IBRD-u.

Izvršavanje Ugovora o zajmu podrazumijeva financijske obveze otplate zajma za Republiku Hrvatsku u svojstvu zajmoprimca, u iznosu cjelokupnog zajma, kamata i drugih troškova koji nastaju na temelju Ugovora o zajmu, u razdoblju od 2011. do 2031. godine.

Ukupna procijenjena vrijednost Projekta implementacije integriranog sustava zemljišne administracije iznosi 18,4 milijuna eura, od čega sredstva Zajma iznose 16,5 milijuna eura, a procijenjena vrijednost sredstava Državnog proračuna Republike Hrvatske iznosi 1,9 milijuna eura. Dodatno, prepoznate su i komponente od posebnog interesa koje će se financirati uz potporu bespovratnih fondova Europske unije u planiranom iznosu od 10 milijuna eura.

V. PRIJEDLOG ZA DONOŠENJE ZAKONA PO HITNOM POSTUPKU

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

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

**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU
IZMEĐU REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU
I RAZVOJ ZA PROJEKT IMPLEMENTACIJE INTEGRIRANOG SUSTAVA
ZEMLJIŠNE ADMINISTRACIJE**

Članak 1.

Potvrđuje se Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt implementacije integriranog sustava zemljišne administracije, potpisan u Zagrebu, 17. kolovoza 2011. godine, u izvorniku na engleskom jeziku.

Članak 2.

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

ZAJAM BROJ 8086-HR

Ugovor o zajmu

(Projekt implementacije integriranog sustava zemljišne administracije)

između

REPUBLIKE HRVATSKE

i

MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ

Sklopljen na dan 17. kolovoza 2011.

UGOVOR O ZAJMU

Ugovor sklopljen na dan 17. kolovoza 2011. godine između REPUBLIKE HRVATSKE ("Zajmoprimac") i MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ ("Banka"). Zajmoprimac i Banka sporazumjeli su se kako slijedi:

ČLANAK 1. — OPĆI UVJETI; DEFINICIJE

- 1.01. Opći uvjeti (kako je određeno Dodatkom ovog Ugovora) sastavni su dio ovog Ugovora.
- 1.02. Osim ako kontekst ne nalaže drugačije, izrazi korišteni u ovom Ugovoru i napisani velikim početnim slovom imaju značenja koja su im pripisana u Općim uvjetima ili u Dodatku ovog Ugovora.

ČLANAK 2. - ZAJAM

- 2.01. Banka je suglasna Zajmoprimcu pozajmiti, sukladno uvjetima koji su utvrđeni u ovom Ugovoru ili na koje se ovaj Ugovor poziva, iznos od šesnaest milijuna petsto tisuća eura (€16.500.000), koji povremeno može biti promijenjen valutnom konverzijom sukladno odredbama Odjeljka 2.07 ovog Ugovora („Zajam”), kako bi se pomoglo u financiranju projekta opisanog u Prilogu 1. ovog Ugovora („Projekt”).
- 2.02. Zajmoprimac može povlačiti sredstva Zajma u skladu s Odjeljkom 4. Priloga 2. ovog Ugovora.
- 2.03. Početna naknada za korištenje Zajma koju plaća Zajmoprimac jednaka je jednoj četvrtini postotka (0,25%) iznosa Zajma.
- 2.04. Iznos kamate koji plaća Zajmoprimac za svako kamatno razdoblje jednak je referentnoj stopi za valutu Zajma plus fiksna kamatna marža pod uvjetom da, nakon konverzije cjelokupnog ili djelomičnog iznosa glavnice Zajma, kamate, koje na ovakav iznos plaća Zajmoprimac tijekom razdoblja konverzije, budu utvrđene sukladno relevantnim odredbama članka 4. Općih uvjeta.] Bez obzira na gore spomenuto, ukoliko bilo koji dio povučenog iznosa Zajma ostane neplaćen nakon roka dospijeca te se neplaćanje nastavi tijekom razdoblja od trideset dana, tada se kamata koju plaća Zajmoprimac izračunava kako je utvrđeno u Odjeljku 3.02 (e) Općih uvjeta.
- 2.05. Datumi isplata su 15. svibnja i 15. studenog svake godine.

- 2.06. Iznos glavnice Zajma otplaćuje se u skladu s odredbama Priloga 3. ovog Ugovora.
- 2.07. (a) Zajmoprimac može, u bilo kojem trenutku, zatražiti sljedeće promjene uvjeta Zajma kako bi se olakšalo mudro upravljanje dugom: promjenu osnovice kamatne stope, koja se primjenjuje na cjelokupan ili djelomičan iznos glavnice Zajma koji je povučen i nepodmiren, iz promjenjive kamatne stope u fiksnu kamatnu stopu, ili obrnuto, ili iz promjenjive kamatne stope koja je temeljena na promjenjivoj kamatnoj marži u promjenjivu kamatnu stopu koja je temeljena na fiksnoj kamatnoj marži.
- (b) Svaka promjena zatražena sukladno stavku (a) ovog Odjeljka, koja je prihvatljiva za Banku, smatra se "konverzijom", kako je to definirano Općim uvjetima, te će se obaviti sukladno odredbama članka 4. Općih uvjeta i Smjernicama u svezi konverzije.

ČLANAK 3. - PROJEKT

- 3.01. Zajmoprimac izražava svoju predanost ciljevima Projekta. U tu svrhu, Zajmoprimac provodi Projekt sukladno odredbama članka 5. Općih uvjeta.
- 3.02. Bez ograničavanja odredaba Odjeljka 3.01 ovog Ugovora i osim ako se Zajmoprimac i Banka ne usuglase drugačije, Zajmoprimac jamči provođenje Projekta u skladu s odredbama Priloga 2. ovog Ugovora.

ČLANAK 4. – PRAVNA SREDSTVA BANKE

- 4.01. Rok za sufinanciranje do kojeg Ugovor o sufinanciranju treba stupiti na snagu je 30. lipnja 2012.

ČLANAK 5. - STUPANJE NA SNAGU; PRESTANAK

- 5.01. Dodatni uvjeti stupanja na snagu sastoje se, naime, od toga da je Zajmoprimac usvojio Priručnik o radu Projekta, u obliku i sadržaju koji zadovoljavaju Banku.
- 5.02. Rok stupanja na snagu je datum devedeset (90) dana nakon datuma sklapanja ovog Ugovora.

ČLANAK 6. - PREDSTAVNIK; ADRESE

- 6.01. Predstavnik Zajmoprimca je ministar financija.

6.02. Adresa Zajmoprimca je:

Ministarstvo financija
Katančićeva 5
10000 Zagreb
Republika Hrvatska

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

6.03. Adresa Banke je:

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

Adresa za telegrame:	Teleks:	Faks:
INTBAFRAD Washington, D.C.	248423 (MCI) ili 64145 (MCI)	1-202-477-6391

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

REPUBLIKA HRVATSKA

mr.sc. Martina Dalić, v.p.
Ovlaštena predstavnica

**MEĐUNARODNA BANKA ZA
OBNOVU I RAZVOJ**

Hongjoo J. Hahm, v.p.
Ovlašteni predstavnik

PRILOG 1.

Opis projekta

Cilj Projekta je modernizirati sustav zemljišne administracije i upravljanja kako bi se poboljšale državne usluge sa stajališta učinkovitosti, transparentnosti i troškova.

Projekt se sastoji od sljedećih dijelova:

Dio A. Razvoj zemljišnoknjižnog sustava

1. Skeniranje arhiva ZKO-a, osiguravanjem tehničkih usluga i robe.
2. Priprema Strategije za zemljišne knjige i pridruženih nacрта izmjena i dopuna pravnog okvira za zemljišne knjige, pružanjem savjetničkih usluga.
3. Razvoj softverske aplikacije i postupka unošenja podataka kako bi se obnovili podaci zemljišnih knjiga; rješavanje zemljišnoknjižnih zaostataka, pružanjem savjetničkih i tehničkih usluga.
4. Poduka osoblja MP-a kako bi ga se pripremilo za širenje ZIS-a.

Dio B. – Modernizacija sustava prostornih informacija i katastra

1. Izgradnja Centra za skeniranje za digitalno arhiviranje katastarskih dokumenata; skeniranje i indeksiranje katastarskih dokumenata, osiguravanjem radova, robe i savjetničkih usluga.
2. Restrukturiranje područnih ureda DGU-a putem: stjecanja novih uredskih prostora u Bjelovaru i Šibeniku; renoviranja postojećih uredskih prostora; i savjetničkih usluga za strateško planiranje.
3. Modernizacija katastarskog sustava putem pružanja: savjetničkih usluga za studije i pripremu tehničkih specifikacija; kao i hardver za daljnji razvoj Geoportala.
4. Priprema nacрта podzakonskih akata i uredbi u svezi katastra vodova; provedba pilot projekta pretvorbe podataka DGU-a u digitalni oblik; razvoj središnjeg rješenja za vođenje i održavanje katastra vodova; i uspostava karata u mjerilu, specifikacija modela i baze kartografskih podataka osiguravanjem savjetničkih usluga, tehničkih usluga i robe.

Dio C. – Poboljšanje digitalnih usluga

1. Homogenizacija katastarskih planova i homogenizacija katastarskih podataka pružanjem tehničkih usluga.
2. Razvoj i sustav širenja ZIS-a osiguravanjem poduke, tehničkih usluga, savjetničkih usluga i robe.
3. Uspostava trajne organizacijske strukture za dugoročno upravljanje radom ZIS-a i jačanje institucionalnih kapaciteta za upravljanje ZIS-om putem osiguravanja savjetničkih usluga i robe.

Dio D. – Projektno upravljanje, poduka i informiranje javnosti

1. Podrška JPP-u u provedbi Projekta osiguravanjem robe, savjetničkih usluga, poduke i operativnih troškova, uključujući reviziju.
2. Razrada nastavnih programa i tekuće stručne poduke za ovlaštene zemljišnoknjižne referente i ostalo osoblje ZKO-a osiguravanjem savjetničkih usluga i robe.
3. Razrada stručnih programa poduke za DGU i osoblje katastarskih ureda osiguravanjem poduke, savjetničkih usluga i robe.
4. Poboljšanje informiranja javnosti u svezi reforme sustava zemljišnih knjiga i katastra osiguravanjem savjetničkih usluga i robe.

PRILOG 2.**Izvršenje projekta****Odjeljak 1. Provedbeni dogovori****A. Institucionalni dogovori.**

1. SZKP je jedini odgovoran za provedbu djela A. Projekta te zajednički odgovoran, zajedno s DGU-om, za provedbu dijelova C. i D. Projekta, kako je to specificirano Planom provedbe projekta. Koordinator Projekta u SZKP-u odgovoran je za svakodnevnu koordinaciju, protok informacija i odlučivanje povezano s aktivnostima u okviru Projekta za koje je odgovoran SZKP. U ovu svrhu, Zajmoprimac osigurava popunjavanje i dostatno financiranje funkcije Koordinatora Projekta u SZKP-u tijekom čitavog trajanja Projekta, na način prihvatljiv za Banku.
2. DGU je odgovoran za provedbu djela B. Projekta te zajednički odgovoran, zajedno s MP-om, za provedbu dijelova C. i D. Projekta, kako je to specificirano Planom provedbe projekta. Koordinator Projekta u DGU-u odgovoran je za svakodnevnu koordinaciju, protok informacija i odlučivanje povezano s aktivnostima u okviru Projekta za koje je odgovoran DGU. U ovu svrhu, Zajmoprimac osigurava popunjavanje i dostatno financiranje funkcije Koordinatora Projekta u DGU-u tijekom čitavog trajanja Projekta, na način prihvatljiv za Banku.
3. JPP je odgovoran za nabavu, financijsko upravljanje, isplate, praćenje i ocjenu i sukladnost zaštitnih mehanizama u okviru Projekta. U ovu svrhu, Zajmoprimac održava, prikladno financira i popunjava osobljem JPP, u skladu s opisima obveza i na način koji su prihvatljivi Banci.
4. Tijekom čitavog trajanja Projekta, Zajmoprimac održava Koordinacijski odbor projekta u sastavu i sukladno opisima obveza koji su prihvatljivi za Banku. Koordinacijski odbor projekta odgovoran je za međuministarsku koordinaciju te strateške i političke odluke povezane s provedbom Projekta.

B. Uvjeti provedbe Zajma

1. Zajmoprimac osigurava provedbu Projekta sukladno uvjetima Sporazuma o provedbi Projekta implementacije integriranog sustava zemljišne administracije, Plana provedbe projekta i Priručnika o radu Projekta te ne mijenja, stavlja izvan snage, opoziva, ukida ili izuzima bilo koju odredbu Sporazuma o provedbi Projekta implementacije integriranog sustava zemljišne administracije, Plana provedbe projekta i Priručnika o radu Projekta bez prethodnog pisanog odobrenja Banke.

2. Zajmoprimac mora najkasnije 31. prosinca 2013. godine uspostaviti trajnu organizaciju za upravljanje ZIS-om na način koji zadovoljava Banku.
3. Putem JPP-a, Zajmoprimac: (i) najkasnije 1. rujna 2011. godine podnosi Banci na pregled i odobrenje godišnji plan poduke za Projekt za ostatak kalendarske godine 2011.; i (ii) podnosi 1. prosinca svake godine, započevši s 1. prosincem 2011. godine, Banci na pregled i odobrenje godišnji plan poduke za Projekt za sljedeću kalendarsku godinu.

C. Antikorupcijske mjere

Zajmoprimac osigurava da se Projekt izvršava sukladno odredbama Anti-korupcijskih smjernica.

D. Zaštitni mehanizmi.

1. Zajmoprimac izvršava svoje obveze sukladno Okviru za upravljanje okolišem te ne mijenja, stavlja izvan snage, opoziva, ukida ili izuzima bilo koju odredbu Okvira za upravljanje okolišem bez prethodnog odobrenja Banke.
2. U smislu dijelova B.1 i B.2 Projekta te prije početka radova na svakoj od predloženih lokacija, Zajmoprimac podnosi Banci na odobrenje: (a) plan upravljanja okolišem za dotičnu lokaciju zajedno s kontrolnim popisom. Spomenuti plan i kontrolni popis za dotičnu lokaciju trebaju biti u obliku i sadržaju koji zadovoljavaju Banku; i (b) predloženi ugovor za spomenute radove kako bi se osiguralo da odredbe plana za upravljanje okolišem na dotičnim lokacijama i kontrolni popis budu adekvatno obuhvaćeni odnosnim ugovorom.

Odjeljak 2. Izvjescivanje o praćenju i ocjeni projekta

A. Projektna izvješća

Zajmoprimac prati i ocjenjuje napredak Projekta i priprema projektna izvješća sukladno odredbama Odjeljka 5.08 Općih uvjeta temeljem pokazatelja koji su prihvatljivi za Banku. Svako izvješće o projektu pokriva razdoblje jednog kalendarskog tromjesečja te se dostavlja Banci najkasnije jedan mjesec nakon isteka razdoblja pokrivenog tim izvješćem.

B. Financijsko upravljanje, financijska izvješća i revizija

1. Zajmoprimac održava ili osigurava održavanje sustava financijskog upravljanja u skladu s odredbama Odjeljka 5.09 Općih uvjeta.

2. Bez ograničavanja odredaba dijela A. ovog Odjeljka, Zajmoprimac priprema i dostavlja Banci najkasnije četrdeset i pet (45) dana nakon isteka svakog kalendarskog tromjesečja, privremeno nerevidirano financijsko izvješće za Projekt koji pokriva to tromjesečje, u obliku i sadržaju koji zadovoljavaju Banku.
3. Zajmoprimac daje na reviziju svoja financijska izvješća u skladu s odredbama Odjeljka 5.09 (b) Općih uvjeta. Svaka revizija financijskih izvješća pokriva razdoblje od jedne (1) fiskalne godine Zajmoprimca, započinjući sa fiskalnom godinom u kojoj je nastupilo prvo povlačenje sredstava Predujma za pripremu Projekta. Revizorska financijska izvješća za svako ovakvo razdoblje: (a) dostavljaju se Banci najkasnije šest (6) mjeseci nakon isteka ovakvog razdoblja; i (b) objavljuju se javno i pravovremeno na način prihvatljiv Banci.

Odjeljak 3. Nabava

A. Općenito

1. **Roba, radovi i ne-savjetničke usluge.** Sva roba, radovi i ne-savjetničke usluge, koji su potrebni za Projekt i koji se financiraju iz sredstava Zajma, nabavljaju se sukladno zahtjevima navedenima ili spomenutima u Odjeljku 1. Smjernica za nabavu te odredbama ovog Odjeljka.
2. **Savjetničke usluge.** Sve savjetničke usluge, koje su potrebne za Projekt i koje se financiraju iz sredstava Zajma, nabavljaju se sukladno zahtjevima navedenima ili spomenutima u Odjeljcima 1. i 4. Smjernica za savjetnike te odredbama ovog Odjeljka.
3. **Definicije.** Izrazi napisani velikim početnim slovom koji se u sljedećim stavcima ovog Odjeljka koriste za opisivanje pojedinih metoda nabave ili metoda pregleda pojedinih ugovora od strane Banke, odnose se na odgovarajuću metodu opisanu u Smjernicama za nabavu ili u Smjernicama za savjetnike, ovisno o slučaju.

B. Pojedine metode nabave robe, radova i ne-savjetničkih usluga

1. **Međunarodno nadmetanje (*engl. International Competitive Biding*).** Osim ako nije drugačije navedeno u donjem stavku 2., roba, radovi i ne-savjetničke usluge nabavljaju se sukladno ugovorima dodijeljenima temeljem procedura međunarodnog nadmetanja.
2. **Ostale metode nabave robe, radova i ne-savjetničkih usluga.** Sljedećom tablicom utvrđuju se metode nabave, pored međunarodnog nadmetanja, koje se mogu koristiti za robu, radove i ne-savjetničke usluge. Plan nabave utvrđuje uvjete pod kojima se ovakve metode mogu koristiti.

Metoda nabave
(a) Domaće nadmetanje (<i>eng. National Competitive Bidding</i>), podliježe dodatnim procedurama koje su utvrđene u Dodatku ovog Privitka
(b) Izravno ugovaranje (<i>eng. Direct Contracting</i>) u okviru procedura navedenih u stavku 3.7 Smjernica za nabavu
(c) Kupovina (<i>eng. Shopping</i>)

C. Pojedine metode nabave savjetničkih usluga

1. **Odabir temeljen na kvaliteti i trošku (*eng. Quality- and Cost-based Selection*)**
Osim ako nije drugačije navedeno u donjem stavku 2., savjetničke usluge nabavljaju se u okviru ugovora dodijeljenih sukladno Odabiru temeljenog na kvaliteti i trošku.
2. **Ostale metode nabave savjetničkih usluga.** Sljedećom tablicom utvrđuju se metode nabave, pored Odabira temeljenog na kvaliteti i trošku, koje se mogu koristiti za savjetničke usluge. Plan nabave utvrđuje uvjete pod kojima se ovakve metode mogu koristiti.

Metoda nabave
(a) Odabir iz jednog izvora (<i>eng. Single-Source Selection</i>) u okviru procedura navedenih u stavicima 3.8 do 3.11 Smjernica za savjetnike.
(b) Odabir temeljen na fiksnom proračunu (<i>eng. Fixed Budget Selection</i>)
(c) Odabir temeljen na najnižem trošku (<i>eng. Least Cost Selection</i>)
(d) Odabir temeljen na savjetničkim kvalifikacijama (<i>eng. Selection based on Consultant Qualification</i>)
(e) Odabir pojedinačnih savjetnika u okviru procedura navedenih u stavicima 5.2, 5.3 i 5.6 Smjernica za savjetnike

D. Pregled odluka o nabavi Svjetske banke

Plan nabave navodi one ugovore koji podliježu prethodnom pregledu Banke. Svi ostali ugovori podliježu naknadnom pregledu Banke.

Odjeljak 4. Povlačenje sredstava Zajma

A. Općenito

1. Zajmoprimac može povući sredstva Zajma sukladno odredbama članka 2. Općih uvjeta, ovog Odjeljka i dodatnih uputa koje Banka odredi slanjem obavijesti Zajmoprimcu (uključujući „Smjernice Svjetske banke za isplate za projekte“ iz svibnja 2006. godine, koje Banka povremeno revidira i primjenjuje na ovaj Ugovor sukladno s navedenim uputama), za financiranje prihvatljivih izdataka koji su navedeni u tablici u donjem stavku 2.

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

Kategorija	Dodijeljen iznos zajma (izraženo u eurima)	Postotak izdataka koje je potrebno financirati
(1) Roba, radovi, savjetničke usluge, poduka, tehničke usluge i operativni troškovi za Projekt, uključujući reviziju	14.438.750	88%
(2) Kupnja uredskog prostora	1.000.000	88%
(3) Povrat Predujma za pripremu	1.020.000	Iznos plativ u skladu sa Odjeljkom 2.07 (a) Općih uvjeta
(4) Početna naknada za korištenje zajma	41.250	Iznos plativ u skladu sa Odjeljkom 2.03 ovog Ugovora u skladu s Odjeljkom 2.07 (b) Općih uvjeta
UKUPAN IZNOS	16.500.000	

B. Uvjeti povlačenja sredstava; Razdoblje povlačenja sredstava

1. Bez obzira na odredbe dijela A. ovog Odjeljka, ne povlače se iznosi:
 - (a) za plaćanja koja su izvršena prije datuma ovog Ugovora, osim što se sredstva mogu povlačiti do ukupnog iznosa od najviše 1.500.000 eura za plaćanja izvršena prije ovog datuma, ali na ili nakon 2. lipnja 2011. godine za prihvatljive izdatke u kategoriji 1.; te
 - (b) u kategoriji 2., osim ako Zajmoprimac ne pokaže Banci sklopljen kupoprodajni ugovor ili sklopljene kupoprodajne ugovore u obliku i sadržaju koji zadovoljavaju Banku, dokumentirajući kupnju poslovnog prostora u skladu s odredbama Priručnika za rad Projekta.
2. Datum završetka je 31. listopada 2015. godine.

Dodatak Prilogu 2.

Dodatne odredbe za domaće nadmetanje

U svrhu sljedećih procedura domaćeg nadmetanja za nabavu robe, usluga (osim savjetničkih usluga) i radova koji se financiraju Zajmom, primjenjuju se sljedeće izmjene i dopune:

(i) Procedure

Na sve ugovore primjenjuje se metoda javnog nadmetanja. Pozivi za podnošenje ponuda oglašavaju se u Narodnim novinama Zajmoprimca i u barem domaćim dnevnim visokotiražnim novinama ili na internetskoj stranici Ministarstva pravosuđa i/ili Državne geodetske uprave, dopuštajući barem trideset (30) dana za pripremu i dostavu ponuda.

(ii) Učešće poduzeća u državnom vlasništvu

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

(iii) Natječajna dokumentacija

Zajmoprimac koristi prikladnu natječajnu dokumentaciju prihvatljivu Banci.

(iv) Dostava, otvaranje i ocjena ponuda

- (1) Ponude se dostavljaju u jednoj omotnici, koja sadržava informacije o kvalifikacijama ponuđača, tehničku i financijsku ponudu i koja će biti otvorena istovremeno na javnom otvaranju ponuda.
- (2) Ponude se otvaraju javno, neposredno nakon isteka roka za dostavu ponuda. Ime ponuđača, ukupan iznos svake ponude i svaki ponuđeni popust čitaju se naglas i bilježe u zapisniku s javnog otvaranja ponuda.
- (3) Ocjena ponuda obavlja se strogo se pridržavajući mjerljivih financijskih kriterija utvrđenih natječajnom dokumentacijom dok se sustav bodovanja ne koristi.

- (4) Valjanost ponude dopušteno je produjiti samo jednom za najviše trideset (30) dana. Nikakva daljnja produjtenja nisu dopuštena bez prethodnog odobrenja Banke.
- (5) Ugovori se dodjeljuju kvalificiranim ponuđačima koji su dostavili najnižu, ocijenjenu odgovarajuću ponudu.
- (6) U domaćem nadmetanju ne koriste se nikakve povlastice.

(v) Prilagođavanje cijena

Ugovori za građevinske radove dužeg trajanja (npr. više od osamnaest (18) mjeseci) sadržavaju prikladnu točku za prilagođavanje cijena.

(vi) Odbacivanje svih ponuda

- (1) Niti jedna ponuda se ne odbacuje niti se traže nove ponude bez prethodne pisane suglasnosti Banke.
- (2) Kada je broj zaprimljenih ponuda manji od dva, ponovno nadmetanje se ne provodi bez prethodne suglasnosti Banke.

(vii) Jamstva

Jamstva ponude ne smiju prelaziti dva posto (2%) od procijenjenog troška ugovora; a jamstva izvedbe ne smiju prelaziti deset posto (10%). Dobavljačima se ne plaća unaprijed bez prikladnog jamstva za isplatu predujma. Sva takva jamstva obuhvaćena su izrijekom u natječajnoj dokumentaciji te moraju biti prihvatljiva Banci.

PRILOG 3.**Plan amortizacije**

1. Sljedeća tablica navodi Glavne datume plaćanja Zajma i postotak ukupnog iznosa glavnice Zajma plativ na svaki datum otplate glavnice ("Udio otplatne rate"). Ukoliko su sredstva Zajma u potpunosti povučena na prvi datum otplate glavnice, iznos glavnice Zajma kojeg Zajmoprimac mora vratiti na svaki datum otplate glavnice utvrđuje Banka pomnoživši: (a) Saldo povlačenja Zajma na prvi datum otplate glavnice; s (b) Udjelom otplatne rate za svaki datum otplate glavnice

Datum otplate glavnice	Udio otplatne rate (izražen kao postotak)
Svakog 15. svibnja i 15. studenog Počevši s 15. studenim 2015. godine i završavajući 15. studenog 2030. godine	3,13%
Na dan 15. svibnja 2031. godine	2,97%

2. Ako sredstva Zajma nisu u potpunosti povučena na prvi datum otplate glavnice, iznos glavnice Zajma koji Zajmoprimac treba otplatiti na svaki datum otplate glavnice odredit će se na sljedeći način:
- (a) Ako je bilo povlačenja sredstava zajma do prvog datuma otplate glavnice, Zajmoprimac otplaćuje saldo povučenog Zajma na taj datum u skladu sa stavkom 1. ovoga Priloga.
- (b) Bilo koji iznos povučen nakon prvog datuma otplate glavnice otplatit će se na svaki datum otplate glavnice koji pada nakon datuma povlačenja, u iznosima koje će odrediti Banka množenjem iznosa svakog povlačenja s razlomkom, čiji brojnik čini izvorni iznos rate određen u tablici stavka 1. ovog Priloga za navedeni datum otplate glavnice ("izvorni udjel otplatne rate"), a nazivnik zbroj svih preostalih izvornih udjela otplatne rate za datume otplate glavnice koji padaju na ili nakon tog datuma.
3. (a) Iznosi Zajma povučeni tijekom dva kalendarska mjeseca prije bilo kojeg datuma otplate glavnice smatraju se, samo u svrhu računanja iznosa glavnice za otplatu na pojedini datum otplate glavnice, povučenima i nepodmirenima na drugi idući datum otplate glavnice koji slijedi nakon datuma povlačenja te ih treba otplatiti na svaki datum otplate glavnice, počevši s drugim idućim datumom otplate glavnice koji slijedi nakon datuma povlačenja.
- (b) Bez obzira na odredbe podstavka (a) ovog stavka, ako Banka u bilo koje vrijeme usvoji sustav fakturiranja s datumima dospijeća, po kojem se fakture izdaju na dan ili nakon odgovarajućeg datuma otplate glavnice, odredbe tog podstavka više ne bi vrijedili ni za kakva povlačenja napravljena nakon usvajanja takvog sustava fakturiranja.

DODATAK**Odjeljak 1. Definicije**

1. „Sporazum o provedbi Projekta implementacije integriranog sustava zemljišne administracije“ je sporazum između MP-a i DGU-a sklopljen na dan 16. svibnja 2011. godine, koji navodi odnos i odgovornosti MP-a i DGU-a tijekom pripreme i provedbe Projekta.
2. „Anti-korupcijske smjernice“ su „Smjernice za sprječavanje i suzbijanje prijevare i korupcije u projektima financiranim zajmovima IBRD-a te darovnicama i kreditima IDA-e“, od 15. listopada 2006. godine, revidirane u siječnju 2011. godine.
3. „Kategorija“ je kategorija navedena u tablici u Odjeljku 4. Priloga 2. ovog Ugovora.
4. „Su-financijer“ je Europska unija.
5. „Sufinanciranje“ je, u svrhu stavka 16. Dodatka Općim uvjetima, iznos od šest milijuna osamsto tisuća eura kojeg Su-financijer treba osigurati kako bi pomogao u financiranju Projekta.
6. „Ugovor o sufinanciranju“ je ugovor kojeg sklapaju Zajmoprimac i Su-financijer koji osigurava sufinanciranje.
7. „Smjernice za savjetnike“ su „Smjernice: za odabir i zapošljavanje savjetnika u okviru zajmova IBRD-a te kredita i darovnica IDA-e za Zajmoprimce Svjetske banke" koje je Banka objavila u siječnju 2011.
8. „Okvir za upravljanje okolišem“ je okvir od 31. ožujka 2011. godine kojeg je Zajmoprimac pripremio i usvojio i koji zadovoljava Banku, a sastoji se od: skupa mjera za ublažavanje i praćenje te institucionalnih mjera koje su potrebne za Projekt i koje je potrebno poduzeti da bi se uklonili nepovoljni učinci po okoliš, neutraliziralo ih se ili ih se svelo na prihvatljive razine, kao i radnje koje su potrebne da bi se spomenute mjere provele, zajedno s mjerama i informacijama koje su potrebne za pripremu planova za upravljanje okolišem na svakoj od lokacija, i odredaba o fizičkim kulturnim resursima i mjerama za ublažavanje sukladno OP 4.11. Banke.
9. „Opći uvjeti“ su „Opći uvjeti za zajmove Međunarodne banke za obnovu i razvoj“ od 31. srpnja 2010. godine
10. „Geoportal“ je internetski geoportal kojeg održava DGU.

11. „ZIS“ je Zajednički informacijski sustav zemljišnih knjiga i katastra Zajmoprimca.
12. „SZKP“ je Sektor za zemljišnoknjižno pravo pri Ministarstvu pravosuđa Zajmoprimca.
13. „ZKO“ su zemljišnoknjižni odjeli općinskih sudova Zajmoprimca.
14. „MZOPUG“ je Ministarstvo zaštite okoliša, prostornog uređenja i graditeljstva Zajmoprimca i bilo koji od njegovih slijednika.
15. „MF“ je Ministarstvo financija Zajmoprimca i bilo koji od njegovih slijednika.
16. „MP“ je Ministarstvo pravosuđa Zajmoprimca i bilo koji od njegovih slijednika.
17. “Operativni troškovi” su izdaci Zajmoprimca na račun provedbe Projekta za uredske potrepštine, komunalije, bankovne troškove, komunikacijske alatke, naknade za oglašavanje, usmene i pismene prijevode, prijevoz, putne troškove, najam automobila i troškove benzina, najam i održavanje ureda, troškove preseljenja, održavanje i popravak opreme, ispis i publikacije materijala te dnevnicke i troškove smještaja za osoblje JPP-a, DGU-a i ZKO-a, osiguranje robe i plaće osoblja JPP-a, uključujući i uvjetovane društvene namete, ali isključujući plaće državnih službenika Zajmoprimca.
18. „PIP“ je Plan provedbe projekta (*engl. Project Implementation Plan*) kojeg je Zajmoprimac pripremio i koji zadovoljava Banku te navodi detaljan raspored provedbe i dogovore u svezi Projekta koji mogu biti povremeno izmijenjeni i dopunjeni uz prethodno pisano odobrenje Banke.
19. „JPP“ je Jedinica za provedbu projekta Zajmoprimca koju Zajmoprimac održava sukladno Odjeljku 1.A.3 Priloga 2. ovog Ugovora.
20. „PRP“ ili „Priručnik o radu Projekta“ je Priručnik o radu Projekta kojeg je pripremio Zajmoprimac i koji je prihvatljiv Banci, a opisuje operativnu i administrativnu odgovornost, procedure i pravila za provedbu Projekta, kao i kriterije za kupnje uredskih prostora koje je odobrilo Povjerenstvo za stjecanje zemljišta Banke te uključuje i Okvir za upravljanje okolišem i financijske dogovore u svezi s Projektom koji mogu biti povremeno izmijenjeni i dopunjeni uz prethodno pisano odobrenje Banke.
21. „Predujam za pripremu“ je predujam koji se spominje u Odjeljku 2.07 (a) Općih uvjeta i kojeg je Zajmoprimcu odobrila Banka sukladno Pismu sporazuma koji je u ime Banke potpisan na dan 29. lipnja 2010. godine, a u ime Zajmoprimca na dan 3. kolovoza 2010. godine.

22. „Smjernice za nabavu“ su „Smjernice za nabavu robe, radova i ne-savjetničkih usluga u okviru zajmova IBRD-a te kredita i darovnica IDA-e Zajmoprimaca Svjetske banke" koje je Banka objavila u siječnju 2011.
23. „Plan nabave“ je plan nabave Zajmoprimca za Projekt od 1. lipnja 2011. godine i spomenut u stavku 1.18 Smjernica za nabavu te stavku 1.25 Smjernica za savjetnike, koji može povremeno biti ažuriran sukladno odredbama spomenutih stavaka.
24. „Koordinacijski odbor projekta” je koordinacijski odbor projekta uspostavljen sukladno odluci Zajmoprimca od 16. svibnja 2011. godine, kojeg Zajmoprimac održava sukladno Odjeljku 1.A.4 Priloga 2. ovog Ugovora i koji obuhvaća predstavnike MZOPUG-a, MP-a, MF-a, Vrhovnog suda i DGU-a.
25. „DGU“ je Državna geodetska uprava Zajmoprimca i bilo koji od njenih slijednika.
26. „Vrhovni sud“ je Vrhovni sud Zajmoprimca.
27. „Tehničke usluge“ su usluge obavljanja katastarskih izmjera, izrade ortofoto karata, konverzije i digitalizacije podataka, razvoja informatičkih sustava i ostale tehničke usluge koje se ugovaraju u okviru Projekta temeljem rezultata mjerljivih fizičkih ishoda.
28. „Poduka“ su studijske posjete, tečajevi poduke, seminari, radionice i ostale aktivnosti poduke povezane s Projektom, uključujući i troškove materijala za poduku, najma prostora i opreme, putovanja, smještaja i dnevnica za polaznike poduke i trenere, naknade za trenere i ostali troškovi povezani s podukom.

LOAN NUMBER 8086-HR

Loan Agreement

(Integrated Land Administration System Project)

between

REPUBLIC OF CROATIA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

Dated August 17, 2011

LOAN NUMBER 8086-HR**LOAN AGREEMENT**

Agreement dated August 17, 2011, between REPUBLIC OF CROATIA (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of sixteen million five hundred thousand Euro (€16,500,000), 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”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Fixed Spread; 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 May 15 and November 15 in each year.

- 2.06. The principal amount of the Loan shall be repaid in accordance with the provisions of Schedule 3 to this Agreement.
- 2.07. (a) The Borrower may at any time request any of the following Conversions 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.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the Project in accordance with the provisions of Article V of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE BANK

- 4.01. The Co-financing Deadline for the effectiveness of the Co-financing Agreement is June 30, 2012.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following, namely that the Project Operational Manual has been adopted by the Borrower, in form and substance satisfactory to the Bank.
- 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 Minister of Finance.

6.02. The Borrower's Address is:

Ministry of Finance
 Katančičeva 5
 10000 Zagreb
 Republic of Croatia

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

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)	

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

REPUBLIC OF CROATIA

By

**mr. sc. Martina Dalić, m.p.
 Authorized Representative**

**INTERNATIONAL BANK FOR
 RECONSTRUCTION AND DEVELOPMENT**

By

**Hongjoo J. Hahm, m.p.
 Authorized Representative**

SCHEDULE 1

Project Description

The objective of the Project is to modernize the land administration and management system to improve the efficiency, transparency and cost effectiveness of government services.

The Project consists of the following parts:

Part A. Land Registration System Development

1. Scanning of LRO archives, through the provision of Technical Services and goods.
2. Preparation of a land registration strategy and associated draft amendments to the legal framework for land registration, through the provision of consultants' services.
3. Development of software application and a data entry process to re-create land book information; and processing of backlogged land registry cases, through the provision of consultants' services and Technical Services.
4. Training of MOJ staff to prepare for the JIS roll out.

Part B. Spatial Information and Cadastre System Modernization

1. Construction of a scan center for digital archiving of cadastre documents; and scanning and indexing of cadastre documents, through the provision of works, goods and consultants' services.
2. Restructuring of the SGA's regional offices, through: the acquisition of new office space in Bjelovar and Sibenik; renovation works of existing office space; and consultants' services for strategic planning.
3. Modernization of the cadastre system, through the provision of: consultants' services for studies and preparation of technical specifications; and hardware for further development of the Geoportal.
4. Preparation of draft by-laws and regulations on the utility line cadastre; piloting of SGA data transfer to digital form; development of a central solution for running and maintaining the utility line cadastre; and establishment of scale maps, model specifications and a cartographic database, through the provision of consultants' services, Technical Services and goods.

Part C. Improving Digital Services

1. Homogenization of cadastre maps; and harmonization of cadastre data, through the provision of Technical Services.
2. Development and system roll-out of the JIS, through the provision of Training, Technical Services, consultants' services and goods.
3. Establishment of a permanent organizational structure to manage the JIS operation over the long term; and strengthening of the institutional capacity to manage the JIS, through the provision of consultants' services and goods.

Part D. Project Management, Training and Public Awareness

1. Support to the PIU for the implementation of the Project, through the provision of goods, consultants' services, Training and Operating Costs, including audit.
2. Development of a curriculum and on-going professional training for licensed land registry clerks and other LRO staff, through the provision of consultants' services and goods.
3. Development of a professional training program for SGA and cadastre office staff, through the provision of Training, consultants' services and goods.
4. Improving public awareness of the real property registration and cadastre system reform, through the provision of consultants' services and goods.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The LRMS shall be solely responsible for implementation of Part A of the Project and shall have joint responsibility, together with the SGA, for implementation of Parts C and D of the Project, as further specified in the Project Implementation Plan. The Project Coordinator within the LRMS shall be responsible for day-to-day coordination, flow of information and decision-making related to the activities under the Project for which LRMS is responsible. To this end, the Borrower shall ensure that the Project Coordinator position within the LRMS is filled and adequately funded throughout the duration of the Project, in a manner acceptable to the Bank.
2. The SGA shall be responsible for implementation of Part B of the Project and shall have joint responsibility, together with LRMS, for Parts C and D of the Project, as further specified in the Project Implementation Plan. The 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 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.
3. The PIU shall be responsible for procurement, financial management, disbursement, monitoring and evaluation and safeguards compliance under the Project. To this end, the Borrower shall maintain, adequately fund and staff the PIU, with terms of reference and in a manner acceptable to the Bank.
4. The Borrower shall, throughout the duration of the Project, maintain the Project Steering Committee with a composition and terms of reference acceptable to the Bank. The Project Steering Committee shall be responsible for inter-ministerial coordination and strategic and policy decisions related to Project implementation.

B. Implementation Covenants

1. The Borrower shall ensure that the Project is implemented in accordance with the terms of the Agreement on the Implementation of the Integrated Land Administration System Project, the Project Implementation Plan and the Project Operational Manual, and shall not amend, suspend, abrogate, repeal or waive any provision in the Agreement on the Implementation of the Integrated Land Administration System Project, the Project Implementation Plan or the Project Operational Manual without prior written approval by the Bank.

2. The Borrower shall, not later than December 31, 2013, establish a permanent management organization for the JIS, in a manner satisfactory to the Bank.
3. The Borrower, through the PIU, shall: (i) not later than September 1, 2011, submit to the Bank for review and approval an annual training plan for the Project for the remainder of calendar year 2011; and (ii) on December 1 of each year, starting on December 1, 2011, submit to the Bank for review and approval an annual training plan for the Project for the following calendar year.

C. Anti-Corruption

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

D. Safeguards.

1. The Borrower shall carry out its obligations in accordance with the Environmental Management Framework and shall not amend, suspend, abrogate, repeal or waive any provision of the Environmental Management Framework without prior approval by the Bank.
2. For purposes of Parts B.1 and B.2 of the Project and prior to the commencement of works on each proposed site, the Borrower shall submit to the Bank for the Bank's approval: (a) the site-specific environmental management plan and checklist, said site-specific plan and checklist to be in form and substance satisfactory to the Bank; and (b) the proposed contract for said works in order to ensure that the provisions of the site-specific environmental management plan and checklist are adequately included in the respective contract.

Section II. Project Monitoring Reporting and Evaluation

A. Project Reports

The Borrower shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of indicators acceptable to the Bank. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Bank not later than one month after the end of the period covered by such report.

B. Financial Management, Financial Reports and Audits

1. The Borrower shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Borrower shall prepare and furnish to the Bank not later than forty five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Bank.
3. The Borrower shall have the Project's Financial Statements audited in accordance with the provisions of Section 5.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Borrower, commencing with the fiscal year in which the first withdrawal was made under the Preparation Advance for the Project. The audited Financial Statements for each such period shall be: (a) furnished to the Bank not later than six (6) months after the end of such period; and (b) made publicly available in a timely fashion and in a manner acceptable to the Bank.

Section III. Procurement

A. General

1. **Goods, Works and Non-consulting Services.** All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding procedures.
2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) National Competitive Bidding, subject to the additional procedures stipulated in the Annex to this Schedule
(b) Direct Contracting under procedures set forth in paragraph 3.7 of the Procurement Guidelines
(c) Shopping

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following table specifies the methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) Single-Source Selection under procedures set forth in paragraphs 3.8 to 3.11 of the Consultants' Guidelines
(b) Fixed Budget Selection
(c) Least Cost Selection
(d) Selection based on Consultant Qualification
(e) Selection of Individual Consultants under procedures set forth in paragraphs 5.2, 5.3 and 5.6 of the Consultant Guidelines

D. Review by the Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post Review by the Bank.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank shall specify by notice to the Borrower (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan (“Category”), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

Category	Amount of the Loan Allocated (expressed in EURO)	Percentage of Expenditures to be financed
(1) Goods, works, consultants’ services, Training, Technical Services and Operating Costs for the Project, including audit	14,438,750	88%
(2) Purchase of office space	1,000,000	88%
(3) Refund of the Preparation Advance	1,020,000	Amount payable pursuant to Section 2.07 (a) of the General Conditions
(4) Front-end Fee	41,250	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
TOTAL AMOUNT	16,500,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed €1,500,000 may be made for payments made prior to this date but on or after June 2, 2011 , for Eligible Expenditures under Category 1; and
 - (b) under Category 2, unless the Borrower has presented to the Bank an executed purchase agreement or executed purchase agreements in form and substance satisfactory to the Bank, documenting the purchase of office space in accordance with the provisions of the POM.
2. The Closing Date is October 31, 2015.

Annex to Schedule 2

Additional Provisions for National Competitive Bidding

For the purposes of following National Competitive Bidding procedures in the procurement of goods, services (other than consultants' services) and works to be financed under the Loan, the following modifications and additions shall apply:

(i) Procedures

The public bidding method shall apply to all contracts. Invitations to bid shall be advertised in the Borrower's Official Gazette (*Narodne Novine*) and in at least one widely circulated national daily newspaper or on the website of the Ministry of Justice and/or the State Geodetic Administration, allowing a minimum of thirty (30) days for the preparation and submission of bids.

(ii) Participation of Government-owned Enterprises

Government-owned enterprises located and operating on the Borrower's territory shall be eligible to participate in bidding only if they can establish, to the Bank's satisfaction, that they are legally and financially autonomous, operate under commercial laws and are not a dependent agency of the Borrower's government. Said enterprises shall be subject to the same bid and performance security requirements as other bidders.

(iii) Bidding Documents

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

(iv) Bid Submission, Opening and Evaluation

- (1) Bids shall be submitted in a single envelope containing the bidder's qualification information, technical and price bids, which shall be opened simultaneously at the public bid opening.
- (2) Bids shall be opened in public, immediately after the deadline for submission of bids. The name of the bidder, the total amount of each bid and any discounts offered shall be read aloud and recorded in the minutes of the public bid opening.
- (3) The evaluation of bids shall be done in strict adherence to the monetarily quantifiable criteria specified in the bidding documents and a merit point system shall not be used.

- (4) Extension of bid validity shall be allowed once only for not more than thirty (30) days. No further extensions should be granted without the prior approval of the Bank.
- (5) Contracts shall be awarded to qualified bidders having submitted the lowest evaluated substantially responsive bid.
- (6) No preference shall apply under National Competitive Bidding.

(v) Price Adjustment

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

(vi) Rejection of All Bids

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

(vii) Securities

Bid securities should not exceed two percent (2%) of the estimated cost of the contract; and performance securities not more than ten percent (10%). No advance payments shall be made to contractors without a suitable advance payment security. The wording of all such securities shall be included into the bidding documents and shall be acceptable to the Bank.

SCHEDULE 3

Amortization Schedule

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

Principal Payment Date	Installment Share (Expressed as a Percentage)
On each May 15 and November 15 Beginning November 15, 2015 through November 15, 2030	3.13%
On May 15, 2031	2.97%

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:
- (a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.
 - (b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (“Original Installment Share”) and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date.
3. (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
- (b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.

APPENDIX**Section I. Definitions**

1. “Agreement on the Implementation of the Integrated Land Administration System Project” means the agreement between the MOJ and the SGA dated May 16, 2011, setting forth the relationship and responsibilities of the MOJ and SGA regarding Project preparation and implementation.
2. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011.
3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. “Co-financier” means European Union.
5. “Co-financing” means, for purposes of paragraph 16 of the Appendix to the General Conditions, an amount of six million eight hundred thousand Euro to be provided by the Co-financier to assist in financing the Project.
6. “Co-financing Agreement” means the agreement to be entered into between the Borrower and the Co-financier providing for the Co-financing.
7. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” published by the Bank in January 2011.
8. “Environmental Management Framework” means the framework dated March 31, 2011, prepared and adopted by the Borrower and satisfactory to the Bank, consisting of: the set of mitigation, monitoring, and institutional measures required for the Project and to be taken to eliminate adverse environmental impacts, offset them, or reduce them to acceptable levels, as well as actions needed to implement said measures, including the measures and information required for the preparation of site-specific environmental management plans; and provisions on physical cultural resources and mitigating measures as required pursuant to the Bank’s OP 4.11.
9. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for Loans”, dated July 31, 2010.
10. “Geoportal” means the online geoportal maintained by SGA.

11. "JIS" means the Borrower's Joint Information System for registration and cadastre.
12. "LRMS" means the Land Registration Management Sector within the Borrower's Ministry of Justice.
13. "LRO" means Land Registry Offices within the Borrower's municipal courts.
14. "MEPPPC" means the Borrower's Ministry of Environment Protection, Physical Planning and Construction, and includes any successor thereto.
15. "MOF" means the Borrower's Ministry of Finance, and includes any successor thereto.
16. "MOJ" means the Borrower's Ministry of Justice, and includes any successor thereto.
17. "Operating Costs" means expenditures incurred by the Borrower on account of the Project implementation for office supplies, utilities, bank charges, communication tools, advertisement fees, translation and interpretation services, transportation, travel costs, car rental and fuel costs, office rental and maintenance, moving expenses, equipment maintenance and repair, printing and publications, and per diem allowances and accommodation costs for PIU, SGA and LRO staff, insurance for goods and salaries for PIU staff, including qualified social charges, but excluding salaries for the Borrower's civil servants.
18. "PIP" means the Project Implementation Plan prepared by the Borrower and satisfactory to the Bank, setting forth the detailed implementation schedule and arrangements for the Project, as the same may be amended and supplemented from time to time with the Bank's prior written approval.
19. "PIU" means the Borrower's Project Implementation Unit, maintained by the Borrower in accordance with Section I.A.3 of Schedule 2 to this Agreement.
20. "POM" or "Project Operational Manual" means the Project Operational Manual prepared by the Borrower and satisfactory to the Bank, setting forth the operational and administrative responsibilities, procedures and rules for the implementation of the Project and criteria for the purchase of office space as approved by the Bank's Land Acquisition Committee, and including the Environmental Management Framework, and financial management arrangements for the Project, as the same may be amended and supplemented from time to time with the Bank's prior written approval.
21. "Preparation Advance" means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Bank to the Borrower pursuant to the letter agreement signed on behalf of the Bank on June 29, 2010 and on behalf of the Borrower on August 3, 2010.

22. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" published by the Bank in January 2011.
23. "Procurement Plan" means the Borrower's procurement plan for the Project, dated June 1, 2011 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
24. "Project Steering Committee" means the project steering committee established pursuant to the Borrower's decision dated May 16, 2011, and maintained by the Borrower in accordance with Section I.A.4 of Schedule 2 to this Agreement, and comprising representatives of the MEPPPC, MOJ, MOF, Supreme Court and SGA.
25. "SGA" means the Borrower's State Geodic Administration, and includes any successor thereto.
26. "Supreme Court" means the Borrower's Supreme Court.
27. "Technical Services" means services for carrying out cadastre surveying, orthophoto mapping, data conversion and digitizing, development of information technology systems, and other technical services to be contracted under the Project on the basis of performance of measurable physical outputs.
28. "Training" means Project related study tours, training courses, seminars, workshops and other training activities, including costs of training materials, space and equipment rental, travel, accommodation and per diem costs of trainees and trainers, trainers' fees, and other training related miscellaneous costs.

Članak 3.

Financijske obveze koje će nastati za Republiku Hrvatsku kao zajmoprimca temeljem ovog Zakona podmirivat će se u skladu s odredbama propisa o izvršavanju državnog proračuna za godine 2011. do 2031. prema planovima otplate do konačne otplate zajma.

Članak 4.

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

Članak 5.

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

Članak 6.

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

OBRAZLOŽENJE

Člankom 1. propisano je da se potvrđuje Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt implementacije integriranog sustava zemljišne administracije, a sukladno odredbi članka 139. stavak 1. Ustava Republike Hrvatske, čime se iskazuje formalni pristanak Republike Hrvatske da bude vezana ovim Ugovorom o zajmu.

Članak 2. sadrži tekst Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt implementacije integriranog sustava zemljišne administracije, u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik.

Člankom 3. uređeno je da se financijske obveze koje će nastati za Republiku Hrvatsku kao zajmoprimca temeljem Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt implementacije integriranog sustava zemljišne administracije, podmiruju u skladu s odredbama propisa o izvršavanju državnog proračuna od 2011. do 2031. godine, prema planovima otplate do konačne otplate zajma.

Člankom 4. utvrđeno je da je provedba Zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za projekt implementacije integriranog sustava zemljišne administracije u djelokrugu je Ministarstva pravosuđa i Državne geodetske uprave, koji će biti korisnici sredstava zajma.

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 implementacije integriranog sustava zemljišne administracije nije na snazi, te će se podaci o njegovom stupanju na snagu objaviti sukladno članku 30. stavku 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

Člankom 6. utvrđuje se stupanje na snagu Zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za Projekt implementacije integriranog sustava zemljišne administracije.

**PRILOG – PRESLIKA TEKSTA UGOVORA U IZVORNIKU NA
ENGLISKOM JEZIKU**

LOAN NUMBER 8086-HR

Loan Agreement

(Integrated Land Administration System Project)

between

REPUBLIC OF CROATIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

Dated *August 17*, 2011

LOAN NUMBER 8086-HR

LOAN AGREEMENT

Agreement dated August 17, 2011, between REPUBLIC OF CROATIA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of sixteen million five hundred thousand Euro (€16,500,000), 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"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Fixed Spread; 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 May 15 and November 15 in each year.

- 2.06. The principal amount of the Loan shall be repaid in accordance with the provisions of Schedule 3 to this Agreement.
- 2.07. (a) The Borrower may at any time request any of the following Conversions 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.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the Project in accordance with the provisions of Article V of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE BANK

- 4.01. The Co-financing Deadline for the effectiveness of the Co-financing Agreement is June 30, 2012.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following, namely that the Project Operational Manual has been adopted by the Borrower, in form and substance satisfactory to the Bank.
- 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 Minister of Finance.

6.02. The Borrower's Address is:

Ministry of Finance
Katančičeva 5
10000 Zagreb
Republic of Croatia

Telex:	Facsimile:
862-21215 862-21833	(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:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	248423(MCI) or 64145(MCI)	1-202-477-6391

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

REPUBLIC OF CROATIA

By



Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By



Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to modernize the land administration and management system to improve the efficiency, transparency and cost effectiveness of government services.

The Project consists of the following parts:

Part A. Land Registration System Development

1. Scanning of LRO archives, through the provision of Technical Services and goods.
2. Preparation of a land registration strategy and associated draft amendments to the legal framework for land registration, through the provision of consultants' services.
3. Development of software application and a data entry process to re-create land book information; and processing of backlogged land registry cases, through the provision of consultants' services and Technical Services.
4. Training of MOJ staff to prepare for the JIS roll out.

Part B. Spatial Information and Cadastre System Modernization

1. Construction of a scan center for digital archiving of cadastre documents; and scanning and indexing of cadastre documents, through the provision of works, goods and consultants' services.
2. Restructuring of the SGA's regional offices, through: the acquisition of new office space in Bjelovar and Sibenik; renovation works of existing office space; and consultants' services for strategic planning.
3. Modernization of the cadastre system, through the provision of: consultants' services for studies and preparation of technical specifications; and hardware for further development of the Geoportal.
4. Preparation of draft by-laws and regulations on the utility line cadastre; piloting of SGA data transfer to digital form; development of a central solution for running and maintaining the utility line cadastre; and establishment of scale maps, model specifications and a cartographic database, through the provision of consultants' services, Technical Services and goods.

Part C. Improving Digital Services

1. Homogenization of cadastre maps; and harmonization of cadastre data, through the provision of Technical Services.
2. Development and system roll-out of the JIS, through the provision of Training, Technical Services, consultants' services and goods.
3. Establishment of a permanent organizational structure to manage the JIS operation over the long term; and strengthening of the institutional capacity to manage the JIS, through the provision of consultants' services and goods.

Part D. Project Management, Training and Public Awareness

1. Support to the PIU for the implementation of the Project, through the provision of goods, consultants' services, Training and Operating Costs, including audit.
2. Development of a curriculum and on-going professional training for licensed land registry clerks and other LRO staff, through the provision of consultants' services and goods.
3. Development of a professional training program for SGA and cadastre office staff, through the provision of Training, consultants' services and goods.
4. Improving public awareness of the real property registration and cadastre system reform, through the provision of consultants' services and goods.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The LRMS shall be solely responsible for implementation of Part A of the Project and shall have joint responsibility, together with the SGA, for implementation of Parts C and D of the Project, as further specified in the Project Implementation Plan. The Project Coordinator within the LRMS shall be responsible for day-to-day coordination, flow of information and decision-making related to the activities under the Project for which LRMS is responsible. To this end, the Borrower shall ensure that the Project Coordinator position within the LRMS is filled and adequately funded throughout the duration of the Project, in a manner acceptable to the Bank.

2. The SGA shall be responsible for implementation of Part B of the Project and shall have joint responsibility, together with LRMS, for Parts C and D of the Project, as further specified in the Project Implementation Plan. The 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 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.

3. The PIU shall be responsible for procurement, financial management, disbursement, monitoring and evaluation and safeguards compliance under the Project. To this end, the Borrower shall maintain, adequately fund and staff the PIU, with terms of reference and in a manner acceptable to the Bank.

4. The Borrower shall, throughout the duration of the Project, maintain the Project Steering Committee with a composition and terms of reference acceptable to the Bank. The Project Steering Committee shall be responsible for inter-ministerial coordination and strategic and policy decisions related to Project implementation.

B. Implementation Covenants

1. The Borrower shall ensure that the Project is implemented in accordance with the terms of the Agreement on the Implementation of the Integrated Land Administration System Project, the Project Implementation Plan and the Project Operational Manual, and shall not amend, suspend, abrogate, repeal or waive any provision in the Agreement on the Implementation of the Integrated Land Administration System Project, the Project Implementation Plan or the Project Operational Manual without prior written approval by the Bank.

2. The Borrower shall, not later than December 31, 2013, establish a permanent management organization for the JIS, in a manner satisfactory to the Bank.

3. The Borrower, through the PIU, shall: (i) not later than September 1, 2011, submit to the Bank for review and approval an annual training plan for the Project for the remainder of calendar year 2011; and (ii) on December 1 of each year, starting on December 1, 2011, submit to the Bank for review and approval an annual training plan for the Project for the following calendar year.

C. Anti-Corruption

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

D. Safeguards.

1. The Borrower shall carry out its obligations in accordance with the Environmental Management Framework and shall not amend, suspend, abrogate, repeal or waive any provision of the Environmental Management Framework without prior approval by the Bank.

2. For purposes of Parts B.1 and B.2 of the Project and prior to the commencement of works on each proposed site, the Borrower shall submit to the Bank for the Bank's approval: (a) the site-specific environmental management plan and checklist, said site-specific plan and checklist to be in form and substance satisfactory to the Bank; and (b) the proposed contract for said works in order to ensure that the provisions of the site-specific environmental management plan and checklist are adequately included in the respective contract.

Section II. Project Monitoring Reporting and Evaluation

A. Project Reports

The Borrower shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of indicators acceptable to the Bank. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Bank not later than one month after the end of the period covered by such report.

B. Financial Management, Financial Reports and Audits

1. The Borrower shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Borrower shall prepare and furnish to the Bank not later than forty five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Bank.

3. The Borrower shall have the Project's Financial Statements audited in accordance with the provisions of Section 5.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Borrower, commencing with the fiscal year in which the first withdrawal was made under the Preparation Advance for the Project. The audited Financial Statements for each such period shall be: (a) furnished to the Bank not later than six (6) months after the end of such period; and (b) made publicly available in a timely fashion and in a manner acceptable to the Bank.

Section III. Procurement

A. General

1. **Goods, Works and Non-consulting Services.** All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Section.

3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding procedures.

2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) National Competitive Bidding, subject to the additional procedures stipulated in the Annex to this Schedule
(b) Direct Contracting under procedures set forth in paragraph 3.7 of the Procurement Guidelines
(c) Shopping

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. **Other Methods of Procurement of Consultants' Services.** The following table specifies the methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) Single-Source Selection under procedures set forth in paragraphs 3.8 to 3.11 of the Consultants' Guidelines
(b) Fixed Budget Selection
(c) Least Cost Selection
(d) Selection based on Consultant Qualification
(e) Selection of Individual Consultants under procedures set forth in paragraphs 5.2, 5.3 and 5.6 of the Consultant Guidelines

D. Review by the Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post Review by the Bank.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank shall specify by notice to the Borrower (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan ("Category"), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

Category	Amount of the Loan Allocated (expressed in Euro)	Percentage of Expenditures to be Financed
(1) Goods, works, consultants' services, Training, Technical Services and Operating Costs for the Project, including audit	14,438,750	88%
(2) Purchase of office space	1,000,000	88%
(3) Refund of the Preparation Advance	1,020,000	Amount payable pursuant to Section 2.07 (a) of the General Conditions
(4) Front-end Fee	41,250	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
TOTAL AMOUNT	<u>16,500,000</u>	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

(a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed €1,500,000 may be made for payments made prior to this date but on or after June 2, 2011, for Eligible Expenditures under Category 1; and

(b) under Category 2, unless the Borrower has presented to the Bank an executed purchase agreement or executed purchase agreements in form and substance satisfactory to the Bank, documenting the purchase of office space in accordance with the provisions of the POM.

2. The Closing Date is October 31, 2015.

Annex to Schedule 2
Additional Provisions for National Competitive Bidding

For the purposes of following National Competitive Bidding procedures in the procurement of goods, services (other than consultants' services) and works to be financed under the Loan, the following modifications and additions shall apply:

(i) Procedures

The public bidding method shall apply to all contracts. Invitations to bid shall be advertised in the Borrower's Official Gazette (*Narodne Novine*) and in at least one widely circulated national daily newspaper or on the website of the Ministry of Justice and/or the State Geodetic Administration, allowing a minimum of thirty (30) days for the preparation and submission of bids.

(ii) Participation of Government-owned Enterprises

Government-owned enterprises located and operating on the Borrower's territory shall be eligible to participate in bidding only if they can establish, to the Bank's satisfaction, that they are legally and financially autonomous, operate under commercial laws and are not a dependent agency of the Borrower's government. Said enterprises shall be subject to the same bid and performance security requirements as other bidders.

(iii) Bidding Documents

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

(iv) Bid Submission, Opening and Evaluation

- (1) Bids shall be submitted in a single envelope containing the bidder's qualification information, technical and price bids, which shall be opened simultaneously at the public bid opening.
- (2) Bids shall be opened in public, immediately after the deadline for submission of bids. The name of the bidder, the total amount of each bid and any discounts offered shall be read aloud and recorded in the minutes of the public bid opening.
- (3) The evaluation of bids shall be done in strict adherence to the monetarily quantifiable criteria specified in the bidding documents and a merit point system shall not be used.

- (4) Extension of bid validity shall be allowed once only for not more than thirty (30) days. No further extensions should be granted without the prior approval of the Bank.
- (5) Contracts shall be awarded to qualified bidders having submitted the lowest evaluated substantially responsive bid.
- (6) No preference shall apply under National Competitive Bidding.

(v) Price Adjustment

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

(vi) Rejection of All Bids

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

(vii) Securities

Bid securities should not exceed two percent (2%) of the estimated cost of the contract; and performance securities not more than ten percent (10%). No advance payments shall be made to contractors without a suitable advance payment security. The wording of all such securities shall be included into the bidding documents and shall be acceptable to the Bank.

SCHEDULE 3

Amortization Schedule

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

Principal Payment Date	Installment Share (Expressed as a Percentage)
On each May 15 and November 15 Beginning November 15, 2015 through November 15, 2030	3.13%
On May 15, 2031	2.97%

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

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

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

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

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

APPENDIX

Section I. Definitions

1. "Agreement on the Implementation of the Integrated Land Administration System Project" means the agreement between the MOJ and the SGA dated May 16, 2011, setting forth the relationship and responsibilities of the MOJ and SGA regarding Project preparation and implementation.
2. "Anti-Corruption Guidelines" means the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011.
3. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. "Co-financier" means European Union.
5. "Co-financing" means, for purposes of paragraph 16 of the Appendix to the General Conditions, an amount of six million eight hundred thousand Euro to be provided by the Co-financier to assist in financing the Project.
6. "Co-financing Agreement" means the agreement to be entered into between the Borrower and the Co-financier providing for the Co-financing.
7. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" published by the Bank in January 2011.
8. "Environmental Management Framework" means the framework dated March 31, 2011, prepared and adopted by the Borrower and satisfactory to the Bank, consisting of: the set of mitigation, monitoring, and institutional measures required for the Project and to be taken to eliminate adverse environmental impacts, offset them, or reduce them to acceptable levels, as well as actions needed to implement said measures, including the measures and information required for the preparation of site-specific environmental management plans; and provisions on physical cultural resources and mitigating measures as required pursuant to the Bank's OP 4.11.
9. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for Loans", dated July 31, 2010.
10. "Geoportal" means the online geoportal maintained by SGA.

11. "JIS" means the Borrower's Joint Information System for registration and cadastre.
12. "LRMS" means the Land Registration Management Sector within the Borrower's Ministry of Justice.
13. "LRO" means Land Registry Offices within the Borrower's municipal courts.
14. "MEPPPC" means the Borrower's Ministry of Environment Protection, Physical Planning and Construction, and includes any successor thereto.
15. "MOF" means the Borrower's Ministry of Finance, and includes any successor thereto.
16. "MOJ" means the Borrower's Ministry of Justice, and includes any successor thereto.
17. "Operating Costs" means expenditures incurred by the Borrower on account of the Project implementation for office supplies, utilities, bank charges, communication tools, advertisement fees, translation and interpretation services, transportation, travel costs, car rental and fuel costs, office rental and maintenance, moving expenses, equipment maintenance and repair, printing and publications, and per diem allowances and accommodation costs for PIU, SGA and LRO staff, insurance for goods and salaries for PIU staff, including qualified social charges, but excluding salaries for the Borrower's civil servants.
18. "PIP" means the Project Implementation Plan prepared by the Borrower and satisfactory to the Bank, setting forth the detailed implementation schedule and arrangements for the Project, as the same may be amended and supplemented from time to time with the Bank's prior written approval.
19. "PIU" means the Borrower's Project Implementation Unit, maintained by the Borrower in accordance with Section I.A.3 of Schedule 2 to this Agreement.
20. "POM" or "Project Operational Manual" means the Project Operational Manual prepared by the Borrower and satisfactory to the Bank, setting forth the operational and administrative responsibilities, procedures and rules for the implementation of the Project and criteria for the purchase of office space as approved by the Bank's Land Acquisition Committee, and including the Environmental Management Framework, and financial management arrangements for the Project, as the same may be amended and supplemented from time to time with the Bank's prior written approval.
21. "Preparation Advance" means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Bank to the Borrower pursuant to the letter

agreement signed on behalf of the Bank on June 29, 2010 and on behalf of the Borrower on August 3, 2010.

22. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" published by the Bank in January 2011.
23. "Procurement Plan" means the Borrower's procurement plan for the Project, dated June 1, 2011 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
24. "Project Steering Committee" means the project steering committee established pursuant to the Borrower's decision dated May 16, 2011, and maintained by the Borrower in accordance with Section I.A.4 of Schedule 2 to this Agreement, and comprising representatives of the MEPPPC, MOJ, MOF, Supreme Court and SGA.
25. "SGA" means the Borrower's State Geodic Administration, and includes any successor thereto.
26. "Supreme Court" means the Borrower's Supreme Court.
27. "Technical Services" means services for carrying out cadastre surveying, orthophoto mapping, data conversion and digitizing, development of information technology systems, and other technical services to be contracted under the Project on the basis of performance of measurable physical outputs.
28. "Training" means Project related study tours, training courses, seminars, workshops and other training activities, including costs of training materials, space and equipment rental, travel, accommodation and per diem costs of trainees and trainers, trainers' fees, and other training related miscellaneous costs.