



HRVATSKI SABOR

KLASA: 022-02/23-01/93

URBROJ: 65-23-2

Zagreb, 27. rujna 2023.

ZASTUPNICAMA I ZASTUPNICIMA  
HRVATSKOGA SABORA

PREDSJEDNICAMA I PREDSJEDNICIMA  
RADNIH TIJELA

Na temelju članaka 178. i 192., a u vezi s člankom 207.a Poslovnika Hrvatskoga sabora u prilogu upućujem *Konačni prijedlog zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za projekt „Digitalne, inovativne i zelene tehnologije“*, koji je predsjedniku Hrvatskoga sabora podnijela Vlada Republike Hrvatske, aktom od 27. rujna 2023. godine.

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

**PREDSJEDNIK**  
  
**Gordan Jandroković**



**VLADA REPUBLIKE HRVATSKE**

KLASA: 022-03/23-11/25  
URBROJ: 50301-04/25-23-10

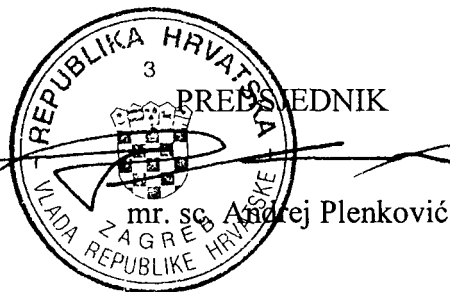
Zagreb, 27. rujna 2023.

**PREDSJEDNIKU HRVATSKOGA SABORA**

**PREDMET:** Konačni prijedlog zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za projekt „Digitalne, inovativne i zelene tehnologije“

Na temelju članka 85. Ustava Republike Hrvatske („Narodne novine“, br. 85/10. - pročišćeni tekst i 5/14. - Odluka Ustavnog suda Republike Hrvatske) i članka 207.a Poslovnika Hrvatskoga sabora („Narodne novine“, br. 81/13., 113/16., 69/17., 29/18., 53/20., 119/20. - Odluka Ustavnog suda Republike Hrvatske, 123/20. i 86/23. - Odluka Ustavnog suda Republike Hrvatske), Vlada Republike Hrvatske podnosi Konačni prijedlog zakona o potvrđivanju Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za projekt „Digitalne, inovativne i zelene tehnologije“.

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



mr. sc. Andrej Plenković

KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU  
IZMEĐU REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU I  
RAZVOJ ZA PROJEKT „DIGITALNE, INOVATIVNE I ZELENE TEHNOLOGIJE“

# **KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU IZMEĐU REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ ZA PROJEKT „DIGITALNE, INOVATIVNE I ZELENE TEHNOLOGIJE“**

## **I. USTAVNA OSNOVA**

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

## **II. OCJENA STANJA I CILJ KOJI SE DONOŠENJEM ZAKONA ŽELI POSTIĆI**

### **1. Ocjena stanja**

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

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

Republika Hrvatska nalazi se u konstituciji IBRD-a kojoj je na čelu Nizozemska. Konstituenca koju zastupa Nizozemska uključuje 13 zemalja: Republiku Armeniju, Bosnu i Hercegovinu, Republiku Bugarsku, Republiku Cipar, Gruziju, Državu Izrael, Republiku Hrvatsku, Sjevernu Makedoniju, Republiku Moldovu, Kraljevinu Nizozemsku, Rumunjsku, Ukrajinu i Crnu Goru. Izvršni direktor navedene konstitucije od 1. studenoga 2018. je Koen Davidse. Redoviti sastanci konstitucije održavaju se dan prije godišnjeg i proljetnog zasjedanja Grupacije Svjetske banke i Međunarodnoga monetarnog fonda (u daljnjem tekstu: MMF). Predsjednik Grupacije Svjetske banke od 2. lipnja 2023. je Ajay Banga (Sjedinjene Američke Države), koji je imenovan na petogodišnji mandat. Potpredsjednica Svjetske banke zadužena za Europu i Srednju Aziju je Antonella Bassani (od 3. travnja 2023.). U Zagrebu je 1998. uspostavljen ured Svjetske banke, a Jehan Arulpragasam, voditelj ureda Svjetske banke za Hrvatsku i Sloveniju, vodi spomenuti ured od 1. srpnja 2021.

IBRD je za Republiku Hrvatsku jedna od najvažnijih međunarodnih financijskih institucija koja kontinuirano i svestrano podupire ekonomsko-socijalni razvitak i daljnji razvoj tržišne ekonomije. Od početka 90-ih, kada su Republici Hrvatskoj drugi izvori financiranja bili zatvoreni, pa do danas ona je značajan izvor financiranja i katalizator reformskih prilagodbi.

Financijska potpora i ukupna uloga IBRD-a prilagođava se potrebama obnove, izgradnje infrastrukture, strukturnih prilagodbi i sveukupnog razvitka Republike Hrvatske. Značajna financijska sredstva IBRD-a Republika Hrvatska koristi u vidu investicijskih i strukturnih zajmova dobivenih prema povoljnijim financijskim uvjetima koje IBRD postiže na međunarodnom financijskom tržištu. Također, Republika Hrvatska koristi i savjetodavne usluge IBRD-a uz naknadu koje financira iz fondova Europske unije. Suradnja Republike Hrvatske s IBRD-om ima veliko ne samo financijsko, nego i šire značenje za održavanje makroekonomske stabilnosti i postizanje održivoga gospodarskog rasta, a u čemu Republika Hrvatska surađuje i s MMF-om te u aktivnostima koje se usko koordiniraju s Europskom komisijom. Otkako je Republika Hrvatska postala članicom, IBRD nam aktivno pruža financijsku i tehničku pomoć, savjete i analitičke usluge. IBRD je Republici Hrvatskoj do danas odobrila 68 zajmova (od kojih su 47 dugoročni javni zajmovi i 21 zajam uz državno jamstvo), u ukupnoj vrijednosti od 3,83 milijarde eura, što uz tehničku pomoć u obliku darovnica pruženu u ukupnom iznosu višem od 64 milijuna eura predstavlja značajan izvor strane financijske potpore koja pridonosi ukupnom razvoju Republike Hrvatske.

U skladu s Odlukom o pokretanju postupka za sklapanje Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za projekt „Digitalne, inovativne i zelene tehnologije“, koju je Vlada Republike Hrvatske donijela 19. svibnja 2023., pregovori o Ugovoru o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za projekt „Digitalne, inovativne i zelene tehnologije“ (u daljnjem tekstu: Ugovor o zajmu), između ovlaštenog izaslanstva Republike Hrvatske i predstavnika Međunarodne banke za obnovu i razvoj održani su 19. svibnja 2023. Zapisnik s pregovora, koji sadrži pregled osnovnih tema o kojima se pregovaralo te odražava usuglašena stajališta uključena u prijedlog teksta Ugovora o zajmu, potpisao je 19. svibnja 2023. voditelj ovlaštenoga hrvatskog izaslanstva, u skladu sa spomenutom Odlukom.

Vlada Republike Hrvatske prihvatila je Zaključkom, od 25. svibnja 2023., Izvješće o vođenim pregovorima te je ovlastila ministra financija da, u ime Republike Hrvatske, potpiše Ugovor o zajmu. Ugovor o zajmu potpisan je u Zagrebu 28. lipnja 2023. godine.

## 2. Cilj koji se donošenjem zakonom želi postići

### OPIS ZAJMA

Zajmoprimac:	Republika Hrvatska
Zajmodavac:	Međunarodna banka za obnovu i razvoj
Iznos zajma:	106.000.000,00 EUR
Rok otplate:	14,5 godina uključujući 5 godina počeka
Kamatna stopa:	6-mjesečni EURIBOR uvećan za promjenjivu kamatnu maržu
Dospijeća:	Polugodišnja
Naknade:	Početna naknada: 0,25 % od iznosa zajma i naknada na nepovučena sredstva: 0,25 % godišnje.

Hrvatska poduzeća pokazuju pozitivan odnos između inovacija temeljenih na istraživanju i razvoju i rasta produktivnosti. Istodobno tržišno financiranje inovacija ozbiljno nedostaje, osobito u ranoj fazi razvoja, a istraživački sektor zaostaje u pogledu proizvodnje novih znanja u području digitalnih i zelenih tehnologija. Ulaganja u digitalnu i zelenu tehnologiju imaju potencijal značajno potaknuti izgleda Hrvatske. Koristeći mogućnost mobiliziranja dosad najvećeg iznosa sredstava Europske unije Vlada Republike Hrvatske je predložila ambiciozni plan reforme i ulaganja u istraživački sektor koje je potrebno popratiti setom transformacijskih aktivnosti kako bi se omogućio dugoročni rast produktivnosti. Iz Nacionalnog plana oporavka i otpornosti 2021. - 2026. (NPOO) osigurana su značajna sredstava, a ostatak se planira financirati iz Programa Konkurentnost i kohezija 2021. - 2027.

Zajam Svjetske banke za projekt „Digitalne, inovativne i zelene tehnologije“, u iznosu od 106 milijuna eura namijenjen je za financiranje intervencija u području digitalnih i zelenih tehnologija koje nisu predviđene kroz NPOO i novo financiranje iz strukturnih fondova. Projekt se sastoji od dvije komponente. Komponenta 1 „Jačanje institucionalnih kapaciteta za provođenje digitalnih i zelenih istraživanja i inovacija” koja bi osiguravala financiranje komplementarnih instrumenata politike koji podržavaju usvajanje i stvaranje digitalnih i zelenih tehnologija, popunjavajući nedostatke u financiranju tamo gdje sredstva Europske unije nisu dostupna ili dostatna. Komponenta 2 „Programi za istraživanje i inovacije u području digitalizacije i zelenih tehnologija” usmjerena je na jačanje kapaciteta institucija za poticanje i provedbu digitalne i zelene inicijative van financiranja predviđenog u sklopu prve komponente.

Cilj projekta „Digitalne, inovativne i zelene tehnologije“ je unaprijediti istraživanja i inovacije s usmjerenjem na digitalne i zelene tehnologije poboljšanjem institucionalne infrastrukture i uspješnosti istraživanja istraživačkih organizacija i poduzeća te popuniti nedostatke u financiranju i podržati pripremu ili podignuti na višu razinu projekte i sheme koje će se provoditi s pomoću sredstava Europske unije. Također, jedan od ciljeva projekta jest generiranje mobilizacije privatnog kapitala privlačenjem privatnog financiranja u svrhu potpore digitalnoj transformaciji i zelenoj tranziciji.

### **III. OSNOVNA PITANJA KOJA SE PREDLAŽU UREDITI ZAKONOM**

Ovim zakonom potvrđuje se Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za projekt „Digitalne, inovativne i zelene tehnologije“, potpisan 28. lipnja 2023., kako bi njegove odredbe, u smislu članka 141. Ustava Republike Hrvatske, postale dio unutarnjega pravnog poretka Republike Hrvatske. Predloženim zakonom se također propisuje način podmirenja financijskih obveza koje nastaju za Republiku Hrvatsku prema Ugovoru o zajmu, kao i nadležnosti za provedbu ovoga zakona.

### **IV. OCJENA SREDSTAVA POTREBNIH ZA PROVOĐENJE ZAKONA**

Republika Hrvatska obvezala se na temelju Ugovora o zajmu kao zajmoprimac redovito i u potpunosti izvršavati sve financijske obveze prema IBRD-u. Izvršavanje Ugovora o zajmu podrazumijeva financijske obveze otplate zajma za Republiku Hrvatsku u svojstvu zajmoprimca, u iznosu cjelokupnog zajma, kamata i drugih troškova koji nastaju na temelju Ugovora o zajmu.

## **V. ZAKONI KOJIMA SE POTVRĐUJU MEĐUNARODNI UGOVORI**

Temelj za donošenje ovoga zakona nalazi se u članku 207.a Poslovnika Hrvatskoga sabora („Narodne novine“, br. 81/13., 113/16., 69/17., 29/18., 53/20., 119/20. - Odluka Ustavnog suda Republike Hrvatske, 123/20. i 86/23. - Odluka Ustavnog suda Republike Hrvatske), prema kojemu se zakoni kojima se, u skladu s Ustavom Republike Hrvatske, potvrđuju međunarodni ugovori donose u pravilu u jednom čitanju, a postupak donošenja pokreće se podnošenjem konačnog prijedloga zakona o potvrđivanju međunarodnog ugovora.

S obzirom na prirodu postupka potvrđivanja međunarodnih ugovora, kojim država i formalno izražava spremnost da bude vezana već potpisanim međunarodnim ugovorom, kao i na činjenicu da se u ovoj fazi postupka u pravilu ne mogu raditi izmjene ili dopune teksta međunarodnog ugovora, predlaže se ovaj Prijedlog zakona raspravi i prihvati u jednom čitanju.

Također, predlaže se stupanje na snagu ovoga zakona prvoga dana od dana objave u „Narodnim novinama“. Naime, sukladno članku IV. Ugovora o zajmu rok za stupanje na snagu je 120 dana od datuma potpisivanja, a budući da je Ugovor o zajmu potpisan 28. lipnja 2023., rok za njegovo stupanje na snagu istječe 26. listopada 2023.

**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU UGOVORA O ZAJMU  
IZMEĐU REPUBLIKE HRVATSKE I MEĐUNARODNE BANKE ZA OBNOVU I  
RAZVOJ ZA PROJEKT „DIGITALNE, INOVATIVNE I ZELENE TEHNOLOGIJE“**

**Članak 1.**

Potvrđuje se Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za projekt „Digitalne, inovativne i zelene tehnologije“, potpisan u Zagrebu 28. lipnja 2023., u izvorniku na engleskom jeziku.

**Članak 2.**

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

**ZAJAM BROJ 9558-HR**

# **Ugovor o zajmu**

**(Projekt „Digitalne, inovativne, i zelene tehnologije“)**

**između**

**REPUBLIKE HRVATSKE**

**i**

**MEĐUNARODNE BANKE ZA OBNOVU  
I RAZVOJ**



## UGOVOR O ZAJMU

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

### ČLANAK I. — OPĆI UVJETI; DEFINICIJE

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

### ČLANAK II. — ZAJAM

- 2.01. Banka je suglasna Zajmoprimcu pozajmiti iznos od sto šest milijuna eura (106.000.000,00 EUR), koji se s vremena na vrijeme može konvertirati primjenom valutne konverzije („Zajam”), kao pomoć u financiranju projekta opisanog u Prilogu 1. ovom Ugovoru („Projekt”).
- 2.02. Zajmoprimac može povlačiti sredstva Zajma u skladu s odjeljkom III. Priloga 2. ovom Ugovoru.
- 2.03. Početna naknada iznosi jednu četvrtinu jednog postotka (0,25 %) iznosa Zajma.
- 2.04. Naknada za odobrena, a neiskorištena sredstva iznosi jednu četvrtinu jednog postotka (0,25 %) godišnje na iznos nepovučениh sredstava Zajma.
- 2.05. Kamatna stopa je referentna stopa uvećana za promjenjivu kamatnu maržu ili ona stopa koja se može primjenjivati nakon konverzije, u skladu s uvjetima navedenima u odjeljku 3.02.(e) Općih uvjeta.
- 2.06. Datumi plaćanja su 15. svibnja i 15. studenoga svake godine.
- 2.07. Iznos glavnice Zajma otplaćuje se u skladu s Prilogom 3. ovom Ugovoru.

### ČLANAK III. — PROJEKT

- 3.01. Zajmoprimac izražava svoju predanost postizanju ciljeva Projekta. U tu se svrhu Zajmoprimac obvezuje Projekt provesti kroz MZO i uz pomoć Hrvatske zaklade za znanost, u skladu s odredbama članka V. Općih uvjeta i Priloga 2. ovom Ugovoru.

#### ČLANAK IV. — STUPANJE NA SNAGU; PRESTANAK

4.01. Dodatni uvjeti za stupanje na snagu sastoje se od sljedećih:

- (a) Zajmoprimac je uspostavio JPP na način prihvatljiv Banci; i
- (b) Zajmoprimac je izradio i usvojio Operativni priručnik projekta u obliku i sadržaju zadovoljavajućim za Banku.

4.02. Rok za stupanje na snagu je sto dvadeset (120) dana od datuma potpisivanja.

#### ČLANAK V. — PREDSTAVNIK; ADRESE

5.01. Predstavnik Zajmoprimca je ministar nadležan za financije.

5.02. Za potrebe odjeljka 10.01. Općih uvjeta: (a) adresa Zajmoprimca je:

Ministarstvo financija  
Katančićeva 5  
10000 Zagreb  
Republika Hrvatska

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

(b) adresa elektroničke pošte Zajmoprimca je:

sectorifr@mfin.hr; s kopijom na: kabinet@mfin.hr

5.03. U skladu s navodima iz Odjeljka 10.01. Općih uvjeta: (a) adresa Banke je:

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

(b) elektronička adresa Banke je:

Teleks:	Telefaks:	Adresa elektroničke pošte:
248423(MCI) ili 64145(MCI)	1-202-477-6391	jarulpragasam@worldbank.org

USUGLAŠENO na datum potpisivanja.

**REPUBLIKA HRVATSKA**

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**Ovlašteni predstavnik**

**Ime i prezime:** Marko Primorac, v.r.

**Funkcija:** ministar financija

**Datum:** 28. lipnja 2023.

**MEĐUNARODNA BANKA ZA  
OBNOVU I RAZVOJ**

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**Ovlašteni predstavnik**

**Ime i prezime:** Jehan Arulpragasam, v.r.

**Funkcija:** direktor Svjetske banke za  
Hrvatsku

**Datum:** 28. lipnja 2023.

## PRILOG 1.

### Opis projekta

Cilj Projekta je unaprijediti istraživanja i inovacije s usmjerenjem na digitalne i zelene tehnologije poboljšanjem institucionalne infrastrukture i uspješnosti istraživanja istraživačkih organizacija i poduzeća.

Projekt se sastoji od sljedećih dijelova:

#### **Dio 1.: Jačanje institucionalnih kapaciteta za provođenje digitalnih i zelenih istraživanja i inovacija**

##### *1.1. Jačanje institucionalne infrastrukture za politiku istraživanja i inovacija*

(a) Razvoj institucionalnih kapaciteta za izradu, provedbu te praćenje i evaluaciju programa istraživanja i inovacija kroz: (i) pružanje tehničke pomoći, osposobljavanje na radnome mjestu i podršku upravljanju projektom kako bi se osnažili kapaciteti MZO-a i HRZZ-a za izradu, provedbu, praćenje i evaluaciju programa istraživanja i inovacija; (ii) pružanje tehničke pomoći za uspostavu i jačanje kapaciteta posebne službe za pomoć u sklopu MZO-a i službe za potporu u sklopu HRZZ-a odgovorne za program Obzor Europa, koje će pružati pomoć prijaviteljima i korisnicima programa potpora u Hrvatskoj; (iii) jačanje kapaciteta službe u MZO-u odgovorne za praćenje i provedbu programa i projekata u cilju prikupljanja, analiziranja i korištenja podataka kako bi se unaprijedili programi istraživanja, razvoja i inovacija i edukacije, radionice i prijenosi znanja s ciljem proširenja te službe u samoodrživu Službu za analizu politika, praćenje i evaluaciju tijekom trajanja projekta.

(b) Reforma financiranja temeljenog na rezultatima u javnim istraživačkim organizacijama pružanjem tehničke pomoći i izgradnjom kapaciteta za uspostavu sustava u sklopu MZO-a kojim će se procjenjivati kvaliteta planova istraživanja i inovacija, pratiti njihova provedba te usmjeravati istraživačke organizacije koje sudjeluju, uključujući uspostavu tima u sklopu Jedinice za provedbu Projekta posvećenog financiranju istraživačkih organizacija temeljenom na rezultatima kroz financiranje operativnih troškova i konzultantskih usluga.

(c) Dodjela poddarovnica korisnicima za financiranje provedbe potprojekata kojima se uklanjaju nedostaci u dostupnosti kvalitetne opreme za istraživanja i razvoj i pristupu istraživačkoj infrastrukturi.

##### *1.2. Jačanje učinkovitosti financiranja istraživanja i inovacija*

Jačanje politika i aspekata upravljanja programom u cilju ostvarivanja snažnijeg učinka kombinacije programa istraživanja i razvoja kroz:

(a) poboljšanjem učinkovitosti kombinacije programa istraživanja i razvoja kroz: (i) tehničku pomoć jačanju postupka stručnog vrednovanja u sklopu MZO-a za odabrane projekte istraživanja, razvoja i inovacija; (ii) tehničku pomoć za razvoj ekosustava za potporu inovacijama; i (iii) nove pilot intervencije u području istraživanja, razvoja i inovacija dodjelom poddarovnica korisnicima;

(b) (i) razvoj dijagnostičkih alata kako bi se tvrtkama osigurali uvidi u njihovu aktualnu razinu tehnologije i područja za poboljšanje, i razvoj usluge tehnološkog izviđanja kako bi se tvrtkama pomoglo utvrditi konkretne potrebe za istraživanjima te kako bi ih se povezalo s kapacitetima u istraživačkim organizacijama; i (ii) dodjelu poddarovnica korisnicima za financiranje provedbe potprojekata za usluge tehnološkog izviđanja kako bi se korisnici povezali s postojećim istraživačkim kapacitetima i infrastrukturom te za provedbu manjih istraživačkih aktivnosti; i

(c) dodjela poddarovnica korisnicima za financiranje provedbe potprojekata za poboljšanje kvalitete upravljanja i poslovne orijentacije postojeće istraživačke infrastrukture.

## **Dio 2. Programi za istraživanje i inovacije u području digitalizacije i zelenih tehnologija**

### *2.1. Potpore za pretkomercijalno istraživanje i razvoj u području digitalnih i zelenih tehnologija*

(a) Dodjela poddarovnica korisnicima za financiranje provedbe potprojekata za primijenjena pretkomercijalna istraživanja i razvoj povezane sa zelenim i digitalnim inovacijama u ranim fazama razvoja tehnologije.

(b) Dodjela poddarovnica korisnicima za financiranje provedbe potprojekata u sklopu Programa izazova u cilju razvoja naprednih rješenja povezanih s izazovima digitalizacije i zelene tranzicije, uključujući za bolje ublažavanje klimatskih promjena i prilagodbu ili otpornost u odnosu na klimatske promjene.

### *2.2. Program sinergija*

Dodjela poddarovnica korisnicima za financiranje provedbe potprojekata za intervencije u području istraživanja i razvoja koje su nagrađene Pečatom izvrsnosti.

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

1. Zajmoprimac će, kroz MZO, održavati JPP tijekom cijele provedbe Projekta, s mandatom, funkcijama, resursima i odgovarajućim brojem djelatnika s kvalifikacijama, iskustvom i projektnim zadatkom koji Banka smatra zadovoljavajućim, odgovoran za provedbu Projekta, koji će se sastojati od rukovodećeg tima Projekta i timova za potporu provedbi, kao što je navedeno u Operativnom priručniku Projekta (POM-u). Ne ograničavajući općenitost navedenoga, JPP će, uz ostalo, biti odgovoran za: (i) planiranje, koordinaciju, provedbu te praćenje i evaluaciju projektnih aktivnosti; (ii) nabavu i financijsko upravljanje; (iii) ispunjavanje socijalnih i okolišnih standarda; te (iv) izvješćivanje.
2. Najkasnije šest (6) mjeseci nakon datuma stupanja na snagu, Zajmoprimac će kroz MZO uspostaviti i nakon toga održavati Odbor za upravljanje Projektom, čiji će sastav, kvalifikacije, iskustvo i projektni zadatak biti zadovoljavajući za Banku, a koji će biti odgovoran za pružanje strateških smjernica i međuministarsku koordinaciju u odnosu na Projekt.

**B. Operativni priručnik projekta.**

1. Zajmoprimac će, kroz MZO, izraditi i donijeti operativni priručnik („Operativni priručnik projekta” ili „POM”), u obliku i sadržaju zadovoljavajućem za Banku koji će, uz ostalo, sadržavati detaljni tijek rada, metode i postupke za provedbu Projekta, uključujući, ali ne ograničeno na: (i) administrativne i koordinacijske aranžmane; (ii) pokazatelje uspješnosti Projekta; (iii) metode praćenja i evaluacije; (iv) smjernice i postupke za financijsko upravljanje; (v) mjere suzbijanja korupcije i prijevara; (vi) provedbene modalitete za svaki dio Projekta; i (vii) uloge i odgovornosti raznih agencija i dionika u provedbi Projekta.
2. Zajmoprimac se, kroz MZO, obvezuje provoditi Projekt, u skladu s Operativnim priručnikom projekta.
3. Zajmoprimac ne smije izmijeniti, izuzeti, obustaviti ili ukinuti bilo koju odredbu POM-a, osim uz pisanu suglasnost Banke. U slučaju nedosljednosti između bilo kojih odredbi POM-a i odredbi ovoga Ugovora, prednost imaju odredbe ovoga Ugovora.

**C. Operativni priručnik za darovnice i Provedbeni ugovor.**

1. (a) U svrhu provedbe programa poddarovnica, Zajmoprimac će kroz MZO izraditi i donijeti operativni priručnik („Operativni priručnik za darovnice”), u obliku i sadržaju zadovoljavajućem za Banku, kojim će se utvrditi postupci za odabir, ocjenu i odobravanje poddarovnica u svakom od programa poddarovnica i za nadzor provedbe potprojekata.

- (b) Operativni priručnik za darovnice opisat će vodeća načela i prihvatljive postupke za programe poddarovnica, uključujući: (i) razradu kriterija za odabir, utvrđivanje prioriteta i prihvatljivosti te uvjeta i postupaka za odobrenje, praćenje i evaluaciju poddarovnica; (ii) iznose poddarovnica koje će biti isplaćene na bespovratnoj osnovi; i (iii) uvjete za dodjelu poddarovnica.
2. Zajmoprimac se, kroz MZO, obvezuje provoditi programe poddarovnica u skladu s Operativnim priručnikom za darovnice.
  3. Zajmoprimac ne smije izmijeniti, izuzeti, obustaviti ili ukinuti bilo koju odredbu Operativnog priručnika za darovnice, osim uz pisanu suglasnost Banke.
  4. U slučaju nedosljednosti između bilo kojih odredbi Operativnog priručnika za darovnice i odredbi ovoga Ugovora, prednost imaju odredbe ovoga Ugovora.
  5. Kako bi se olakšala provedba programa poddarovnica u Dijelu 2 Projekta, Zajmoprimac, kroz MZO, sklapa provedbeni ugovor s HRZZ-om pod uvjetima koje je odobrila Banka („Provedbeni ugovor”) koji obuhvaća odgovornost pružanja pomoći MZO-u u provedbi programa poddarovnica, uz ostalo: (i) objavom poziva na podnošenje prijedloga; (b) provedbom postupka odabira prijedloga potprojekata; i (iii) praćenjem provedbe potprojekata.
  6. Zajmoprimac ostvaruje svoja prava iz Provedbenog ugovora na način kojim se štite interesi Zajmoprimca i Banke te postiže svrha Zajma. Osim ako Banka ne odobri drukčije, Zajmoprimac ne smije dodijeliti, izmijeniti, ukinuti ili izuzeti Provedbeni ugovor ili bilo koju njegovu odredbu.

#### **D. Uvjeti programa poddarovnica.**

1. Zajmoprimac kroz MZO (uz pomoć HRZZ-a za programe poddarovnica u Dijelu 2 Projekta) dodjeljuje poddarovnice korisnicima u skladu s kriterijima prihvatljivosti i postupcima prihvatljivim Banci, kao što je detaljno opisano u Operativnom priručniku za darovnice koji, uz ostalo, uključuje zahtjev da predloženi potprojekti ne zahtijevaju preseljenje niti su povezani s jednom ili više aktivnosti opisanih u popisu isključenih aktivnosti utvrđenom u ESMF-u.
2. Zajmoprimac, kroz MZO (uz pomoć HRZZ-a za Programe poddarovnica u Dijelu 2 Projekta) odabire potprojekte za financiranje iz sredstava Zajma u skladu s kriterijima i postupcima utvrđenim u Operativnom priručniku za darovnice.
3. Zajmoprimac, kroz MZO, održava postupke prethodnog pregleda, evaluacije i nadzora za potprojekte prihvatljive Banci.
4. Zajmoprimac, kroz MZO, svaku poddarovnicu dodjeljuje u skladu s Ugovorom o poddarovnici s konkretnim korisnikom pod uvjetima koje je odobrila Banka, kao što je detaljno opisano u Operativnom priručniku za darovnice koji obuhvaća sljedeće:
  - (a) Svaka poddarovnica dodijeljena u sklopu Projekta ne smije premašiti sljedeće iznose: (i) u Dijelu 1.1(c) Projekta: 45.000.000 EUR; (ii) u Dijelu 1.2(a)(iii) Projekta: 200.000 EUR; (iii) u Dijelu 1.2(b) Projekta: 70.000 EUR; (iv) u Dijelu 1.2(c) Projekta: 350.000 EUR; (v) u Dijelu 2.1(a) Projekta: 300.000 EUR; (vi)

u Dijelu 2.1(b) Projekta: 6.000.000 EUR; (vii) u Dijelu 2.2 Projekta: 3.000.000 EUR.

- (b) Zajmoprimac, kroz MZO, stječe prava koja su odgovarajuća za zaštitu njegovih interesa i interesa Banke, uključujući pravo:
- (i) na obustavu ili prekid prava korisnika da koristi sredstva poddarovnice ili dobije povrat bilo kojeg dijela iznosa poddarovnice koji je povučen do tada ako korisnik ne ispuni bilo koju od svojih obveza u skladu s Ugovorom o poddarovnici; i
  - (ii) da od svakog korisnika zatraži:
    - (A) da provede svoj potprojekt s dužnom pažnjom i učinkovito te u skladu sa zdravim tehničkim, ekonomskim, financijskim, upravljačkim, okolišnim i socijalnim standardima (uključujući sve ESMP-ove ili druge dokumente koji se traže Okvirom za upravljanje okolišnim i socijalnim pitanjima) i praksama koje Banka smatra zadovoljavajućim, u skladu s odredbama Smjernica za suzbijanje korupcije koje se primjenjuju na primatelje sredstava zajma osim Zajmoprimca;
    - (B) da osigura, koliko je brzo potrebno, sredstva potrebna u konkretnu svrhu;
    - (C) da nabavi robu, radove i usluge koji će se financirati iz poddarovnice u skladu s odredbama ovoga Ugovora;
    - (D) da održava politike i postupke s pomoću kojih može, u skladu s pokazateljima prihvatljivima Banci, pratiti i evaluirati napredak u provedbi potprojekta i postizanju njegovih ciljeva;
    - (E) (1) da održava sustav financijskog upravljanja i priprema financijske izvještaje u skladu s računovodstvenim standardima koji se dosljedno primjenjuju i koji su Banci prihvatljivi, oboje na primjeren način tako da se mogu prikazati operacije, sredstva i troškovi povezani s potprojektom; i
      - (2) da na zahtjev Banke ili Zajmoprimca osigura da neovisni revizori prihvatljivi Banci provedu reviziju tih financijskih izvještaja, u skladu s revizijskim standardima koji se dosljedno primjenjuju i koji su Banci prihvatljivi, te da tako revidirane izvještaje odmah dostavi Zajmoprimcu i Banci;
    - (F) da Zajmoprimcu i Banci omogući uvid u potprojekt, njegovo funkcioniranje te sve relevantne evidencije i dokumente; te
    - (G) da pripremi te Zajmoprimcu i Banci dostavi sve informacije koje Zajmoprimac ili Banka opravdano zatraže u vezi s navedenim.



5. Zajmoprimac ostvaruje svoja prava iz svakog ugovora o poddarovnici na način kojim se štite interesi Zajmoprimca i Banke te postiže svrha Zajma.
6. Osim ako Banka ne odobri drukčije, Zajmoprimac ne smije dodijeliti, izmijeniti, ukinuti ili izuzeti nijedan ugovor o poddarovnici ili bilo koju njegovu odredbu.

**E. Okolišni i socijalni standardi.**

1. Zajmoprimac osigurava provedbu Projekta u skladu s Okolišnim i socijalnim standardima, na način koji je Banci prihvatljiv.
2. Ne ograničavajući primjenu navedenog stavka 1., Zajmoprimac osigurava provedbu Projekta u skladu s Planom mjera za zaštitu okoliša i socijalne standarde („ESCP”), na način koji je Banci prihvatljiv. U tu svrhu Zajmoprimac osigurava:
  - (a) provedbu mjera i postupaka utvrđenih u ESCP-u na efikasan način i uz dužnu pažnju, kako je navedeno u ESCP-u;
  - (b) dostupnost dostatnih sredstava za pokriće troškova provedbe ESCP-a;
  - (c) zadržavanje politika, postupaka te odgovarajućeg broja kvalificiranih i iskusnih djelatnika koji će omogućiti provedbu ESCP-a, kako je navedeno u ESCP-u; te
  - (d) izbjegavanje izmjena, stavljanja izvan snage, obustave ili izuzimanja ESCP-a ili bilo kojih njegovih odredbi, osim uz pisanu suglasnost Banke, kako je navedeno u ESCP-u, te objavu revidiranog ESCP-a neposredno nakon toga.
3. U slučaju nedosljednosti između ESCP-a i odredbi ovoga Ugovora, prednost imaju uvjeti ovoga Ugovora.
4. Zajmoprimac osigurava:
  - (a) poduzimanje svih mjera potrebnih za prikupljanje, sastavljanje i dostavljanje Banci informacija o stupnju usklađenosti s ESCP-om te ondje navedenim okolišnim i socijalnim instrumentima u obliku redovitih izvješća i dinamikom utvrđenom u ESCP-u, te bez odgode u zasebnom izvješću ili izvješćima, ako tako Banka zatraži, pri čemu će sva ta izvješća u obliku i sadržaju koji je Banci prihvatljiv, uz ostalo, sadržavati: (i) status provedbe ESCP-a; (ii) uvjete, ako postoje, koji ometaju ili za koje postoji opasnost da će ometati provedbu ESCP-a, i (iii) korektivne i preventivne mjere koje su poduzete ili ih je potrebno poduzeti za uklanjanje tih uvjeta; te
  - (b) obavješćivanje Banke bez odgode o svakom neželjenom događaju ili nesreći koji su povezani s Projektom ili utječu na njega, a koji imaju ili je vjerojatno da će imati značajan negativan utjecaj na okoliš, pogođene zajednice, javnost ili radnike, u skladu s ESCP-om, ondje navedenim okolišnim i socijalnim instrumentima te Okolišnim i socijalnim standardima.
5. Zajmoprimac se obvezuje uspostaviti, objaviti, održavati i voditi pristupačan mehanizam za pritužbe radi zaprimanja i lakšeg rješavanja pitanja i pritužbi osoba na koje Projekt utječe te poduzeti sve mjere potrebne i primjerene za rješavanje ili lakše rješavanje takvih pitanja i pritužbi, na način koji je Banci prihvatljiv.

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

Zajmoprimac se obvezuje svako izvješće o Projektu Banci dostaviti najkasnije mjesec dana od kraja svakog kalendarskog polugodišta, za to kalendarsko polugodište.

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

### **A. Općenito**

Ne ograničavajući primjenu odredbi članka II. Općih uvjeta te u skladu s Pismom o isplatama i financijskim informacijama, Zajmoprimac može povući sredstva Zajma za financiranje prihvatljivih troškova; u raspoređenom iznosu i, ako je primjenjivo, do postotka utvrđenog za svaku kategoriju u sljedećoj tablici:

<b>Kategorija</b>	<b>Raspoređeni iznos Zajma (izraženo u EUR)</b>	<b>Postotak troškova za financiranje (uključujući poreze)</b>
(1) Roba, radovi, nekonzultantske usluge, konzultantske usluge, operativni troškovi i edukacije za Projekt	7.000.000	100 %
(2) Poddarovnice u dijelovima Projekta 1.1(c), 1.2(a)(iii), 1.2(b), 1.2(c), 2.1(a), 2.1(b) i 2.2	99.000.000	100 % isplaćenih iznosa
<b>UKUPAN IZNOS</b>	<b>106.000.000</b>	

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

1. Neovisno o odredbama prethodnog dijela A., ne mogu se povući sredstva:
  - (a) za plaćanja izvršena prije datuma potpisivanja, osim sredstava čiji ukupni iznos ne premašuje € 1.000.000 i koja se mogu povući za plaćanja izvršena prije ovoga datuma, ali na dan ili nakon 1. siječnja 2023., za prihvatljive troškove u Kategoriji (1); ili
  - (b) u Kategoriji (2), sve dok nije: (i) izrađen i donesen Operativni priručnik za darovnice u obliku i sadržaju zadovoljavajućem za Banku; i (ii) izvršen Provedbeni ugovor na način zadovoljavajući za Banku.
2. Datum zatvaranja je 29. prosinca 2028.

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

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

**Otplata uz jednake otplatne kvote**

<b>Datum plaćanja glavnice</b>	<b>Otplatna kvota</b>
Svakog 15. svibnja i 15. studenoga Počevši od 15. studenoga 2028. do zaključno 15. svibnja 2037.	5,26 %
Na dan 15. studenoga 2037.	5,32 %

## DODATAK

### Definicije

1. „Smjernice za suzbijanje korupcije” znači, za potrebe stavka 6. Dodatka Općim uvjetima, „Smjernice za suzbijanje i borbu protiv prijevара i korupcije u projektima koji se financiraju zajmovima IBRD-a te kreditima i darovnicama IDA-e”, od 15. listopada 2006. s revizijom iz siječnja 2011. i od 1. srpnja 2016. godine.
2. „Korisnik” znači subjekt koji ispunjava kriterije prihvatljivosti utvrđene u Operativnom priručniku za darovnice te je u skladu s time prihvatljiv za dodjelu poddarovnice u sklopu jednog od programa poddarovnica.
3. „Kategorija” znači kategorija utvrđena u tablici u odjeljku III.A. Priloga 2. ovom Ugovoru.
4. „Program izazova” znači program u sklopu kojeg Zajmoprimac daje poddarovnice u obliku darovnica ili darovnica sa sufinanciranjem kako bi podržao potprojekte s istraživanjima i razvojem koje provode konzorciji koji mogu uključivati tvrtke ili istraživačke organizacije u cilju razvoja naprednih rješenja povezanih s digitalizacijom i izazovima zelene tranzicije.
5. „Hrvatska zaklada za znanost” ili „HRZZ” znači ustanova osnovana prema Zakonu o Hrvatskoj zakladi za znanost Zajmoprimca, objavljenom u Narodnim novinama br. 57, od 20. svibnja 2022. koji je stupio na snagu 28. svibnja 2022. godine.
6. „Plan mjera za zaštitu okoliša i socijalne standarde” ili engl. pokrata „ESCP” znači plan s mjerama za zaštitu okoliša i socijalne standarde u sklopu Projekta, od 19. svibnja 2023., koji se s vremena na vrijeme može izmijeniti u skladu s njegovim odredbama, a u kojem su utvrđene materijalne mjere i postupci koje Zajmoprimac provodi ili čije provođenje osigurava za ublažavanje potencijalnih okolišnih i socijalnih rizika te utjecaja Projekta, što uključuje vremenske okvire postupaka i mjera, institucionalne aranžmane, zapošljavanje, osposobljavanje, praćenje i izvješćivanje te sve okolišne i socijalne instrumente koji će se na temelju toga pripremiti.
7. „Okvir za upravljanje okolišnim i socijalnim pitanjima” znači okvir koji treba izraditi i donijeti Zajmoprimac u obliku, sadržaju i na način zadovoljavajući za Banku, koji se sastoji od: niza mjera ublažavanja, praćenja, pregleda i institucionalnih mjera potrebnih za pružanje tehničke pomoći u sklopu Projekta kao i aktivnosti u sklopu potprojekata koje je potrebno poduzeti kako bi se otklonili štetni utjecaji na okoliš i štetni socijalni učinci, kako bi ih se kompenziralo ili svelo na prihvatljivu razinu, kao i radnje potrebne za provedbu spomenutih mjera, uključujući mjere i informacije potrebne za pripremu ESMP-ova za pojedine lokacije.
8. „Okolišni i socijalni standardi” ili engl. pokrata „ESS” znači zajedno: (i) „Okolišni i socijalni standard 1.: Procjena i upravljanje okolišnim i socijalnim rizicima i utjecajima”; (ii) „Okolišni i socijalni standard 2.: Rad i uvjeti rada”; (iii) „Okolišni i socijalni standardi 3.: Učinkovito korištenje resursa te sprječavanje i upravljanje onečišćenjem”; (iv) „Okolišni i socijalni standard 4.: Zdravlje i sigurnost zajednice”; (v) „Okolišni i socijalni standard 5.: Stjecanje zemljišta, ograničavanje korištenja zemljišta i nedobrovoljno preseljenje”; (vi) „Okolišni i socijalni standard 6.: Očuvanje

bioraznolikosti i održivo upravljanje živim prirodnim resursima”; (vii) „Okolišni i socijalni standard 7.: Autohtono stanovništvo/zapostavljene tradicionalne lokalne zajednice supsaharske Afrike”; (viii) „Okolišni i socijalni standard 8.: Kulturna baština; (i) „Okolišni i socijalni standard 9.: Financijski posrednici”; (x) „Okolišni i socijalni standard 10.: Angažman dionika i objavljivanje informacija”; koji su stupili na snagu 1. listopada 2018., kako je objavila Banka.

9. „ESMP” znači plan za upravljanje okolišnim i socijalnim pitanjima za pojedinu lokaciju izrađen prema zahtjevima ESMF-a i u skladu s njim.
10. „Sredstva EU-a” znači financiranje koje je na raspolaganju podnositeljima zahtjeva u sklopu programa Obzor 2020 i Obzor Europa.
11. „Opći uvjeti” znači „Opći uvjeti Međunarodne banke za obnovu i razvoj za financiranje od strane IBRD-a i financiranje investicijskih projekata” od 14. prosinca 2018. (revidirani 1. kolovoza 2020., 21. prosinca 2020., 1. travnja 2021. i 1. siječnja 2022.).
12. „Operativni priručnik za darovnice” znači priručnik za provedbu Programa poddarovnica na koji se upućuje u Odjeljku I.C Priloga 2 ovom Ugovoru.
13. „Obzor 2020” znači okvirni program za istraživanja i inovacije koji je donijela Europska unija za razdoblje 2014. - 2020. za istraživanja i inovacije.
14. „Obzor Europa” znači okvirni program za istraživanja i inovacije koji je donijela Europska unija za razdoblje 2021. - 2027. za istraživanja i inovacije.
15. „Provedbeni ugovor” znači ugovor koji se sklapa između Zajmoprimca, kroz MZO, i HRZZ-a na koji se upućuje u Odjeljku I.C Priloga 2 ovom Ugovoru, koji s vremena na vrijeme može biti izmijenjen i dopunjen s prethodnim odobrenjem Banke.
16. „M&E” znači praćenje i evaluacija.
17. „MZO” znači Ministarstvo znanosti i obrazovanja Zajmoprimca, ili bilo koji njegov pravni sljednik.
18. „Operativni troškovi” znači razumni troškovi za dodatne izdatke nastale zbog provedbe Projekta, a koji se, uz ostalo, sastoje od troškova komunikacije, uredskog materijala i održavanja, režijskih troškova, troškova umnožavanja/ispisa dokumenata, potrošnog materijala, upravljanja i održavanja vozila, bankovnih naknada, najam ureda za JPP, putnih troškova i dnevnica za osoblje Projekta za putovanja povezana s provedbom Projekta (isključujući konzultantske usluge i plaće državnih službenika Zajmoprimca), sve kako je odobrila Banka.
19. „Propisi o nabavi” znači, za potrebe točke 84. Dodatka Općim uvjetima, „Propisi Svjetske banke o nabavi za zajmoprimce IPF-a”, od studenoga 2020. godine.
20. „Operativni priručnik projekta” ili „POM” znači operativni priručnik projekta koji će donijeti Zajmoprimac, kroz MZO, u kojem su utvrđeni postupci i zahtjevi za provedbu Projekta koje je donio Zajmoprimac, a usuglašeni su s Bankom, koji s vremena na vrijeme može biti izmijenjen u dogovoru s Bankom.
21. „R&D” znači istraživanje i razvoj.

22. „RDI” znači istraživanje, razvoj i inovacije.
23. „Preseljenje” znači: (a) nedobrovoljno (tj. radnja koja se može provesti bez informiranog pristanka osobe ili bez mogućnosti odabira) oduzimanje zemljišta, uključujući svega što raste na zemljištu ili je trajno povezano s njim, kao što su zgrade i usjevi, a što dovodi do: (i) premještanja ili gubitka skloništa; (ii) gubitka imovine ili pristupa imovini; ili (iii) gubitka izvora dohotka ili sredstava za život, bez obzira na to mora li se pogođena osoba preseliti na drugu lokaciju ili ne; ili (b) nedobrovoljno ograničenje pristupa zakonski utvrđenim parkovima i zaštićenim područjima, što dovodi do negativnih utjecaja na živote pogođenih osoba te obuhvaća ograničenja upotrebe resursa nametnuta osobama koje žive izvan parka ili zaštićenog područja ili koje nastavljaju živjeti u parku ili zaštićenom području tijekom i nakon provedbe Projekta.
24. „Pečat izvrsnosti” znači formalno priznanje koje dodjeljuje Europska komisija za prijedlog projekta podnesen i ocijenjen na temelju poziva na dostavu prijedloga u sklopu programa Obzor 2020 ili Obzor Europa, kojim se potvrđuje da prijedlog projekta koji se nije mogao financirati iz sredstava EU-a zbog proračunskih ograničenja nadmašuje unaprijed utvrđeni prag kvalitete.
25. „Datum potpisivanja” znači kasniji od dvaju datuma na koje su Zajmoprimac i Banka potpisali ovaj Ugovor te se ista definicija primjenjuje na svako upućivanje na „datum Ugovora o zajmu” u Općim uvjetima.
26. „Poddarovnica” znači darovnica prihvatljivom korisniku u svrhu financiranja potprojekta koja se daje ili predlaže u skladu s odredbama Ugovora o podarovnici te u skladu s kriterijima i postupcima utvrđenim u Operativnom priručniku za darovnice MZO-a, a koja će se financirati iz sredstava Zajma.
27. „Ugovor o poddarovnici” znači ugovor koji se zaključuje između MZO-a i korisnika o uvjetima utvrđenima ovim Ugovorom i Operativnim priručnikom za darovnice u svrhe financiranja i provedbe potprojekta.
28. „Programi poddarovnica” znači, zajedno, programi ili planovi za dodjelu poddarovnica korisnicima u sklopu dijelova 1.1(c), 1.2(a)(iii), 1.2(b), 1.2(c), 2.1(a), 2.1(b) i 2.2 Projekta u skladu s Operativnim priručnikom za darovnice.
29. „Potprojekt” znači potprojekt prihvatljiv za financiranje iz sredstava Zajma u skladu s odredbama ovoga Ugovora i kriterijima utvrđenim u Operativnom priručniku za darovnice koji provodi korisnik koristeći poddarovnicu u sklopu jednog od programa poddarovnica.
30. „Edukacija” znači razumni troškovi povezani s edukacijom u sklopu Projekta koji se mogu pripisati studijskim putovanjima, tečajevima, seminarima, radionicama i drugim aktivnostima osposobljavanja, koje nisu uključene u ugovore pružatelja usluga, uključujući troškove materijala za obuku, iznajmljivanja prostora i opreme, putovanja, troškove smještaja i dnevnica polaznika i edukatora, naknade za edukatore i druge razne troškove vezane za edukacije, uvijek uz odobrenje Banke.

**LOAN NUMBER 9558-HR**

# **Loan Agreement**

**(Digital, Innovation, and Green Technology Project)**

**between**

**REPUBLIC OF CROATIA**

**and**

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPEMENT**

## **LOAN AGREEMENT**

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

### **ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

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

### **ARTICLE II — LOAN**

- 2.01. The Bank agrees to lend to the Borrower the amount of one hundred six million Euro (€106,000,000), as such amount may be converted from time to time through a Currency Conversion (“Loan”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are May 15 and November 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

### **ARTICLE III — PROJECT**

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower, through the MSE and with the assistance of the Croatian Science Foundation, shall carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.



**ARTICLE IV — EFFECTIVENESS; TERMINATION**

- 4.01. The Additional Conditions of Effectiveness consist of the following:
- (a) the Borrower has established a PIU in a manner acceptable to the Bank; and
  - (b) the Borrower has prepared and adopted the Project Operations Manual in form and substance satisfactory to the Bank.
- 4.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.

**ARTICLE V — REPRESENTATIVE; ADDRESSES**

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

Ministry of Finance  
 Katanciceva 5  
 10000 Zagreb  
 Republic of Croatia

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

(b) the Borrower's Electronic Address is:

sectorifr@mfin.hr; with copy to: kabinet@mfin.hr

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

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

(b) the Bank's Electronic Address is:

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

AGREED as of the Signature Date.

**REPUBLIC OF CROATIA**

**By**

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**Authorized Representative**

**Name:** Marko Primorac

**Title:** Minister of Finance

**Date:** June 28, 2023

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT**

**By**

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**Authorized Representative**

**Name:** Jehan Arulpragasam

**Title:** Croatia Country Manager

**Date:** June 28, 2023

## SCHEDULE 1

### Project Description

The objective of the Project is to advance research and innovation with a digital and green focus through enhancing institutional infrastructure and research performance of research organizations and firms.

The Project consists of the following parts:

#### **Part 1. Enabling institutional conditions for digital and green research and innovation**

##### *1.1. Strengthening the institutional infrastructure for research and innovation policy*

(a) Developing institutional capacity for design, implementation and M&E of research and innovation programs through: (i) technical assistance, on-the-job training, and project management support to strengthen the MSE and CSF's capacities to design, implement, monitor and evaluate research and innovation programs; (ii) technical assistance on the establishment and capacity building of a dedicated help desk within MSE and a support unit within the CSF responsible for the Horizon Europe program to assist applicants and beneficiaries of support programs in Croatia; and (iii) strengthening the capacity of the unit within MSE responsible for monitoring the implementation of programs and projects to collect, analyze and utilize data to improve RDI programs and trainings, workshops, and knowledge transfers with a view to expand into a self-sustained M&E Policy Analysis Unit during the project's duration.

(b) Reforming performance-based funding in public research organizations through the provision of technical assistance and capacity building for setting up a system within MSE to assess the quality of research and innovation plans, monitor their implementation, and guide participating research organizations, including the establishment of a team within the Project Implementation Unit dedicated to performance-based funding for research organizations through the financing of Operating Costs and consulting services.

(c) Provision of Sub-Grants to Beneficiaries to finance the implementation of Sub-projects addressing gaps in the availability of quality equipment for R&D and access to research infrastructure.

##### *1.2. Strengthening the effectiveness of research and innovation financing*

Strengthening policies and program management aspects to boost the impact of the RDI program mix through:

(a) enhancing the effectiveness of the RDI program mix through: (i) technical assistance to strengthen MSE's peer review process for RDI project selection; (ii) technical assistance to develop the innovation support ecosystem; and (iii) pilot new RDI interventions through the provision of Sub-Grants to Beneficiaries;

(b) (i) developing diagnostic toolkits to provide firms with insights into their current levels of technology adoption and areas for improvement and developing technology scouting services to help firms define specific research needs and connect them to capacities in research

organizations; and (ii) providing Sub-grants to Beneficiaries to finance the implementation of Sub-projects for technology scouting services to connect Beneficiaries with existing research capacities and infrastructure and implementing small research activities; and

(c) provision of Sub-grants to Beneficiaries to finance the implementation of Sub-projects for improving the management quality and business orientation of existing research infrastructure.

## **Part 2. Programs for digital and green research and innovation**

### *2.1. Pre-commercial digital and green R&D support*

(a) Provision of Sub-grants to Beneficiaries to finance the implementation of Sub-projects for pre-commercial applied R&D related to green or digital innovation in early technology readiness level stages.

(b) Providing Sub-grants to Beneficiaries to finance the implementation of Sub-projects under the Challenge Program for the development of forward-looking solutions related to digitalization and green transition challenges, including to improve climate change mitigation and adaptation or resilience.

### *2.2. Synergies program*

Provision of Sub-grants to Beneficiaries to finance the implementation of Sub-projects for R&D interventions that have been awarded the Seal of Excellence.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements.

1. The Borrower, through MSE, shall maintain, throughout Project implementation, a PIU with a mandate, functions, resources, and staff in adequate numbers and with qualifications, experience, and terms of reference satisfactory to the Bank, responsible for implementation of the Project, consisting of a Project management team and implementation support teams, as set forth in the POM. Without limitation on the generality of the foregoing, the PIU shall be responsible, *inter alia*, for: (i) planning, coordination, implementation, and monitoring and evaluation of Project activities; (ii) procurement and financial management; (iii) social and environmental standards compliance; and (iv) reporting.
2. No later than six (6) months after the Effective Date, the Borrower, through MSE, shall establish and thereafter maintain throughout Project implementation, a Project steering committee, with composition, qualifications, experience, and terms of reference satisfactory to the Bank, responsible for providing strategic guidance and inter-ministerial coordination in relation to the Project.

##### B. Project Operations Manual.

1. The Borrower, through MSE, shall prepare and adopt an operations manual (“Project Operations Manual” or “POM”), in form and substance satisfactory to the Bank, which shall contain, *inter alia*, detailed work flow, methods and procedures for the implementation of the Project, including but not limited to: (i) administration and coordination arrangements; (ii) performance indicators of the Project; (iii) monitoring and evaluation methods; (iv) financial management guidelines and procedures; (v) anti-corruption and fraud measures; (vi) implementation modalities for each Part of the Project; and (vii) roles and responsibilities of various agencies and stakeholders in the implementation of the Project.
2. The Borrower, through the MSE, shall carry out the Project in accordance with the Project Operations Manual.
3. Except as the Bank shall otherwise agree in writing, the Borrower shall not amend, waive, suspend, or abrogate any provision of the POM. In case of any inconsistency between any provisions of the POM and those of this Agreement, the provisions of this Agreement shall prevail.

##### C. Grants Operations Manual and Implementation Arrangement.

1. (a) For the purpose of carrying out the Sub-grant Schemes, the Borrower, through MSE, shall prepare and adopt an operations manual (“Grants Operations Manual”), in form and substance satisfactory to the Bank, setting forth procedures for selecting, appraising, and approving Sub-grants under each of the Sub-grant Schemes and for supervision of the implementation of Sub-projects.

- (b) The Grants Operations Manual shall describe the guiding principles and acceptable procedures for the Sub-grant Schemes, including: (i) an elaboration of the selection, prioritization and eligibility criteria and terms and conditions, and procedures for approval and monitoring and evaluation of Sub-grants; (ii) amounts of Sub-grants to be paid on a non-reimbursable basis; and (iii) the conditions for release of the Sub-grants.
2. The Borrower, through MSE, shall carry out the Sub-grant Schemes in accordance with the Grants Operations Manual.
  3. Except as the Bank shall otherwise agree in writing, the Borrower shall not amend, waive, suspend, or abrogate any provision of the Grants Operations Manual.
  4. In case of any inconsistency between any provisions of the Grants Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail.
  5. In order to facilitate the carrying out of the Sub-grant Schemes under Part 2 of the Project, the Borrower, through MSE, shall enter into an implementation agreement with the CSF, under terms and conditions approved by the Bank (“Implementation Agreement”), which shall include the responsibility to assist MSE in the implementation of the Sub-grant Schemes through, *inter alia*: (i) the publication of calls for proposals; (ii) conducting the selection process of subprojects proposals; and (iii) monitoring the implementation of Subprojects.
  6. The Borrower shall exercise its rights under the Implementation Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate, or waive the Implementation Agreement or any of its provisions.

**D. Terms and Conditions of the Sub-grant Schemes.**

1. The Borrower, through MSE (with the assistance of the CSF for Sub-grant Schemes under Part 2 of the Project), shall provide Sub-grants to Beneficiaries in accordance with eligibility criteria and procedures acceptable to the Bank, as further described in the Grants Operations Manual, which shall include, *inter alia*, the requirement that the proposed Sub-projects shall not involve Resettlement or relate to one or more activities described in the exclusion list set forth in the ESMF.
2. The Borrower, through MSE (with the assistance of the CSF for Sub-grant Schemes under Part 2 of the Project), shall select Subprojects for financing from the proceeds of the Loan in accordance with the criteria and procedures set forth in the Grant Operations Manual.
3. The Borrower, through MSE, shall maintain pre-screening, evaluation and supervision procedures for Sub-projects, acceptable to the Bank.
4. The Borrower, through MSE, shall make each Sub-grant under a Sub-grant Agreement with the respective Beneficiary on terms and conditions approved by the Bank, as further described in the Grants Operations Manual, which shall include the following:

- (a) Each Sub-grant provided under the Project shall not exceed the following amounts: (i) under Part 1.1(c) of the Project: € 45,000,000; (ii) under 1.2(a)(iii) of the Project: € 200,000; (iii) under Part 1.2(b) of the Project: € 70,000; (iv) under Part 1.2(c) of the Project: € 350,000; (v) under Part 2.1(a) of the Project: € 300,000; (vi) under Part 2.1(b) of the Project: € 6,000,000; and (vii) under Part 2.2 of the Project of the Project: € 3,000,000.
- (b) The Borrower, through MSE, shall obtain rights adequate to protect its interests and those of the Bank, including the right to:
- (i) suspend or terminate the right of the Beneficiary to use the proceeds of the Sub-grant, or obtain a refund of all or any part of the amount of the Sub-grant then withdrawn, upon the Beneficiary's failure to perform any of its obligations under the Sub-grant Agreement; and
  - (ii) require each Beneficiary to:
    - (A) carry out its Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards (including any ESMPs or other documents required under the Environmental and Social Management Framework) and practices satisfactory to the Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Borrower;
    - (B) provide, promptly as needed, the resources required for the purpose;
    - (C) procure the goods, works and services to be financed out of the Sub-grant in accordance with the provisions of this Agreement;
    - (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Bank, the progress of the Sub-project and the achievement of its objectives;
    - (E) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and  
(2) at the Bank's or the Borrower's request, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Borrower and the Bank;

- (F) enable the Borrower and the Bank to inspect the Sub-project, its operation and any relevant records and documents; and
  - (G) prepare and furnish to the Borrower and the Bank all such information as the Borrower or the Bank shall reasonably request relating to the foregoing.
5. The Borrower shall exercise its rights under each Sub-grant Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan.
  6. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive any Sub-grant Agreement or any of its provisions.

**E. Environmental and Social Standards.**

1. The Borrower shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Borrower shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Borrower shall ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
  - (b) sufficient funds are available to cover the costs of implementing the ESCP;
  - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Borrower shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and



- (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. The Borrower shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.

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

The Borrower shall furnish to the Bank each Project Report not later than one month after the end of each calendar semester, covering the calendar semester.

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

### **A. General.**

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

<b>Category</b>	<b>Amount of the Loan Allocated (expressed in EUR)</b>	<b>Percentage of Expenditures to be financed (inclusive Taxes)</b>
(1) Goods, works, non-consulting services, consulting services, Operating Costs, and Training for the Project	7,000,000	100%
(2) Sub-grants under Parts 1.1(c), 1.2(a)(iii), 1.2(b), 1.2(c), 2.1(a), 2.1(b), and 2.2 of the Project	99,000,000	100% of amounts disbursed
<b>TOTAL AMOUNT</b>	<b>106,000,000</b>	

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

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
- (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed € 1,000,000 may be made for payments made prior to this date but on or after January 1, 2023, for Eligible Expenditures under Category (1); or

- (b) under Category (2), unless and until: (i) the Grants Operations Manual has been prepared and adopted in form and substance satisfactory to the Bank; and (ii) the Implementation Agreement has been executed in a manner satisfactory to the Bank.

2. The Closing Date is December 29, 2028.

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

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”).

**Level Principal Repayments**

<b>Principal Payment Date</b>	<b>Installment Share</b>
On each May 15 and November 15 Beginning November 15, 2028 through May 15, 2037	5.26%
On November 15, 2037	5.32%

## APPENDIX

### Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 6 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
2. “Beneficiary” means an entity which meets the eligibility criteria set forth in the Grants Operations Manual and accordingly is eligible to receive a Sub-grant under one of the Sub-grant Schemes.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “Challenge Program” means a program under the framework of which the Borrower provides Sub-grants in the form of grants or matching grants to support R&D sub-projects implemented by consortia that may include firms and research organizations to develop forward-looking solutions related to digitalization and green transition challenges.
5. “Croatian Science Foundation” or “CSF” means the entity established pursuant to the Borrower’s Act on the Croatian Science Foundation, published in the Official Gazette number 57, dated May 20, 2022, which entered into force of May 28, 2022.
6. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated May 19, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
7. “Environmental and Social Management Framework” means the framework to be prepared and adopted by the Borrower in form, substance and manner satisfactory to the Bank, consisting of: the set of mitigation, monitoring, institutional and screening measures required for the technical assistance to be provided under the Project as well as the activities under the Subprojects and to be taken to eliminate adverse environmental and social 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 ESMPs.
8. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable

Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.

9. “ESMP” means a site-specific environmental and social management plan prepared, as required, in accordance with the ESMF.
10. “EU Funds” means funding made available to eligible applicants by the European Union under Horizon 2020 and Horizon Europe.
11. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, December 21, 2020, April 1, 2021, and January 1, 2022).
12. “Grants Operations Manual” means the manual for the implementation of the Sub-grant Schemes and referred to in Section I.C of Schedule 2 to this Agreement.
13. “Horizon 2020” means the research and innovation framework program adopted by the European Union for the 2014-2020 period for research and innovation.
14. “Horizon Europe” means the research and innovation framework program adopted by the European Union for the 2021-2027 period for research and innovation.
15. “Implementation Agreement” means the agreement to be entered between the Borrower, through MSE, and CSF referred to in Section I.C of Schedule 2 to this Agreement, as such agreement may be amended from time to time, with prior approval of the Bank.
16. “M&E” means monitoring and evaluation.
17. “MSE” means the Borrower’s Ministry of Science and Education, or any successor thereto.
18. “Operating Costs” means reasonable costs for the incremental expenses incurred on account of Project implementation, consisting of, *inter alia*, communication costs, office supplies and maintenance, equipment maintenance, utilities, document duplication/printing, consumables, vehicle operation and maintenance, bank fees, rental costs for PIU office space, travel cost and per diem for Project staff for travel linked to the implementation of the Project, (but excluding consulting services and salaries of officials of the Borrower’s civil service), all as approved by the Bank.
19. “Procurement Regulations” means, for purposes of paragraph 84 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
20. “Project Operations Manual” or “POM” means the project operations manual to be adopted by the Borrower, through MSE, setting forth procedures and requirements for carrying out the Project, adopted by the Borrower and agreed with the Bank, as the same may be amended from time to time with the agreement of the Bank.

21. “R&D” means research and development.
22. “RDI” means research, development, and innovation.
23. “Resettlement” means: (a) the involuntary (i.e., an action that may be taken without a person's informed consent or power of choice) taking of land, including anything growing on or permanently affixed to such land, such as buildings and crops, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not the affected persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of the affected persons, and encompassing restrictions on the use of resources imposed on people living outside a park or protected area, or on those who continue living inside the park or protected area during and after Project implementation.
24. “Seal of Excellence” means a formal acknowledgment extended by the European Commission to a project proposal submitted to and evaluated under a Horizon 2020 or Horizon Europe calls for proposals, certifying that the project proposal, which could not be financed with EU Funds due to budgetary constraints, exceeds predefined quality thresholds.
25. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.
26. “Sub-grant” means a grant made or proposed to be made, pursuant to the provisions of a Sub-grant Agreement and in accordance with the criteria and procedures set forth in the Grants Operations Manual by MSE to an eligible Beneficiary for the purpose of financing a Sub-project, and to be financed out of the proceeds of the Loan.
27. “Sub-grant Agreement” means an agreement to be entered into between the MSE and a Beneficiary on the terms and conditions set forth in this Agreement and the Grants Operations Manual, for the purposes of financing and implementing a Sub-project.
28. “Sub-grant Schemes” means, collectively, the schemes or programs for extending Sub-grants to Beneficiaries under Parts 1.1(c), 1.2(a)(iii), 1.2(b), 1.2(c), 2.1(a), 2.1(b), and 2.2 of the Project in accordance with the Grants Operations Manual.
29. “Sub-project” means a sub-project eligible for financing out of the proceeds of the Loan in accordance with the provisions of this Agreement and the criteria set forth in the Grants Operations Manual, to be carried out by a Beneficiary using a Sub-grant under one of the Sub-grant Schemes.
30. “Training” means the reasonable costs associated with training under the Project and attributable to study tours, training courses, seminars, workshops and other training activities, not included under service providers’ contracts, including costs of training materials, space and equipment rental, travel, accommodation and *per diem* costs of trainees and trainers, trainers’ fees, and other training related miscellaneous costs, all as approved by the Bank.

### **Članak 3.**

Financijske obveze koje će nastati za Republiku Hrvatsku kao zajmoprimca na temelju Ugovora o zajmu iz članka 1. ovoga Zakona planirat će se i podmirivati u skladu s odredbama propisa o izvršavanju državnog proračuna Republike Hrvatske za godine 2023. - 2037., prema planovima otplate do konačne otplate zajma.

### **Članak 4.**

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

### **Članak 5.**

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

### **Članak 6.**

Ovaj Zakon stupa na snagu prvoga dana od dana objave u „Narodnim novinama“.

## O B R A Z L O Ž E N J E

**Člankom 1.** utvrđuje se da Hrvatski sabor potvrđuje Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za projekt „Digitalne, inovativne i zelene tehnologije“, a sukladno odredbi članka 140. stavka 1. Ustava Republike Hrvatske, čime se iskazuje formalni pristanak Republike Hrvatske da bude vezana ovim Ugovorom o zajmu, na temelju čega će ovaj pristanak biti iskazan i u odnosima s drugom ugovornom strankom.

**Članak 2.** sadrži tekst Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za projekt „Digitalne, inovativne i zelene tehnologije“, u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik.

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

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

**Člankom 5.** utvrđuje se da na dan stupanja na snagu Zakona, Ugovor o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za projekt „Digitalne, inovativne i zelene tehnologije“ nije na snazi te će se podatci o njegovom stupanju na snagu objaviti sukladno članku 30. stavku 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

**Člankom 6.** uređeno je stupanje na snagu ovoga Zakona, koje se predlaže prvoga dana od dana objave u „Narodnim novinama“. Naime, sukladno članku IV. Ugovora o zajmu rok za stupanje na snagu je 120 dana nakon datuma potpisivanja, a budući da je Ugovor potpisan 28. lipnja 2023. rok za njegovo stupanje na snagu istječe 26. listopada 2023.



**Prilog:** preslika teksta Ugovora o zajmu između Republike Hrvatske i Međunarodne banke za obnovu i razvoj za projekt „Digitalne, inovativne i zelene tehnologije“

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LOAN NUMBER 9558-HR

# Loan Agreement

(Digital, Innovation, and Green Technology Project)

between

REPUBLIC OF CROATIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT

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## **LOAN AGREEMENT**

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

### **ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

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

### **ARTICLE II — LOAN**

- 2.01. The Bank agrees to lend to the Borrower the amount of one hundred six million Euro (€106,000,000), as such amount may be converted from time to time through a Currency Conversion (“Loan”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are May 15 and November 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

### **ARTICLE III — PROJECT**

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower, through the MSE and with the assistance of the Croatian Science Foundation, shall carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

**ARTICLE IV — EFFECTIVENESS; TERMINATION**

- 4.01. The Additional Conditions of Effectiveness consist of the following:
- (a) the Borrower has established a PIU in a manner acceptable to the Bank; and
  - (b) the Borrower has prepared and adopted the Project Operations Manual in form and substance satisfactory to the Bank.
- 4.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.

**ARTICLE V — REPRESENTATIVE; ADDRESSES**

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

Ministry of Finance  
 Katanciceva 5  
 10000 Zagreb  
 Republic of Croatia

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

(b) the Borrower's Electronic Address is:

sectorifr@mfin.hr; with copy to: kabinet@mfin.hr

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

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

(b) the Bank's Electronic Address is:

Telex:

Facsimile:

E-mail:

248423(MCI) or  
 64145(MCI)

1-202-477-6391

jarulpragasam@worldbank.org

AGREED as of the Signature Date.

**REPUBLIC OF CROATIA**

By



Authorized Representative

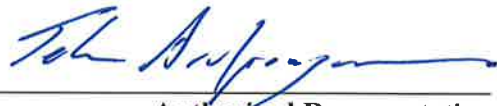
Name: MARKO PRIMORAC

Title: MINISTER OF FINANCE

Date: JUNE 28, 2023

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT**

By



Authorized Representative

Name: JEHAN ARULPRAGASAM

Title: Croatia Country Manager

Date: June 28, 2023

## SCHEDULE 1

### Project Description

The objective of the Project is to advance research and innovation with a digital and green focus through enhancing institutional infrastructure and research performance of research organizations and firms.

The Project consists of the following parts:

#### **Part 1. Enabling institutional conditions for digital and green research and innovation**

##### *1.1. Strengthening the institutional infrastructure for research and innovation policy*

(a) Developing institutional capacity for design, implementation, and M&E of research and innovation programs through: (i) technical assistance, on-the-job training, and project management support to strengthen the MSE and CSF's capacities to design, implement, monitor and evaluate research and innovation programs; (ii) technical assistance on the establishment and capacity building of a dedicated help desk within MSE and a support unit within the CSF responsible for the Horizon Europe program to assist applicants and beneficiaries of support programs in Croatia; and (iii) strengthening the capacity of the unit within MSE responsible for monitoring the implementation of programs and projects to collect, analyze and utilize data to improve RDI programs and training, workshops, and knowledge transfers with a view to expand into a self-sustained M&E Policy Analysis Unit during the project's duration.

(b) Reforming performance-based funding in public research organizations through the provision of technical assistance and capacity building for setting up a system within MSE to assess the quality of research and innovation plans, monitor their implementation, and guide participating research organizations, including the establishment of a team within the Project Implementation Unit dedicated to performance-based funding for research organizations through the financing of Operating Costs and consulting services.

(c) Provision of Sub-Grants to Beneficiaries to finance the implementation of Sub-projects addressing gaps in the availability of quality equipment for R&D and access to research infrastructure.

##### *1.2. Strengthening the effectiveness of research and innovation financing*

Strengthening policies and program management aspects to boost the impact of the RDI program mix through:

(a) enhancing the effectiveness of the RDI program mix through: (i) technical assistance to strengthen MSE's peer review process for RDI project selection; (ii) technical assistance to develop the innovation support ecosystem; and (iii) pilot new RDI interventions through the provision of Sub-Grants to Beneficiaries;

(b) (i) developing diagnostic toolkits to provide firms with insights into their current levels of technology adoption and areas for improvement and developing technology scouting

services to help firms define specific research needs and connect them to capacities in research organizations; and (ii) providing Sub-grants to Beneficiaries to finance the implementation of Sub-projects for technology scouting services to connect Beneficiaries with existing research capacities and infrastructure and implementing small research activities; and

(c) provision of Sub-grants to Beneficiaries to finance the implementation of Sub-projects for improving the management quality and business orientation of existing research infrastructure.

## **Part 2. Programs for digital and green research and innovation**

### *2.1. Pre-commercial digital and green R&D support*

(a) Provision of Sub-grants to Beneficiaries to finance the implementation of Sub-projects for pre-commercial applied R&D related to green or digital innovation in early technology readiness level stages.

(b) Providing Sub-grants to Beneficiaries to finance the implementation of Sub-projects under the Challenge Program for the development of forward-looking solutions related to digitalization and green transition challenges, including to improve climate change mitigation and adaptation or resilience.

### *2.2. Synergies program*

Provision of Sub-grants to Beneficiaries to finance the implementation of Sub-projects for R&D interventions that have been awarded the Seal of Excellence.

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

1. The Borrower, through MSE, shall maintain, throughout Project implementation, a PIU with a mandate, functions, resources, and staff in adequate numbers and with qualifications, experience, and terms of reference satisfactory to the Bank, responsible for implementation of the Project, consisting of a Project management team and implementation support teams, as set forth in the POM. Without limitation on the generality of the foregoing, the PIU shall be responsible, *inter alia*, for: (i) planning, coordination, implementation, and monitoring and evaluation of Project activities; (ii) procurement and financial management; (iii) social and environmental standards compliance; and (iv) reporting.
2. No later than six (6) months after the Effective Date, the Borrower, through MSE, shall establish and thereafter maintain, throughout Project implementation, a Project steering committee, with composition, qualifications, experience, and terms of reference satisfactory to the Bank, responsible for providing strategic guidance and inter-ministerial coordination in relation to the Project.

**B. Project Operations Manual.**

1. The Borrower, through MSE, shall prepare and adopt an operations manual ("Project Operations Manual" or "POM"), in form and substance satisfactory to the Bank, which shall contain, *inter alia*, detailed workflow, methods, and procedures for the implementation of the Project, including but not limited to: (i) administration and coordination arrangements; (ii) performance indicators of the Project; (iii) monitoring and evaluation methods; (iv) financial management guidelines and procedures; (v) anti-corruption and fraud measures; (vi) implementation modalities for each Part of the Project; and (vii) roles and responsibilities of various agencies and stakeholders in the implementation of the Project.
2. The Borrower, through the MSE, shall carry out the Project in accordance with the Project Operations Manual.
3. Except as the Bank shall otherwise agree in writing, the Borrower shall not amend, waive, suspend, or abrogate any provision of the POM. In case of any inconsistency between any provisions of the POM and those of this Agreement, the provisions of this Agreement shall prevail.

**C. Grants Operations Manual and Implementation Arrangement.**

1. (a) For the purpose of carrying out the Sub-grant Schemes, the Borrower, through MSE, shall prepare and adopt an operations manual ("Grants Operations Manual"),



in form and substance satisfactory to the Bank, setting forth procedures for selecting, appraising, and approving Sub-grants under each of the Sub-grant Schemes and for supervision of the implementation of Sub-projects.

- (b) The Grants Operations Manual shall describe the guiding principles and acceptable procedures for the Sub-grant Schemes, including: (i) an elaboration of the selection, prioritization and eligibility criteria and terms and conditions, and procedures for approval and monitoring and evaluation of Sub-grants; (ii) amounts of Sub-grants to be paid on a non-reimbursable basis; and (iii) the conditions for release of the Sub-grants.
2. The Borrower, through MSE, shall carry out the Sub-grant Schemes in accordance with the Grants Operations Manual.
  3. Except as the Bank shall otherwise agree in writing, the Borrower shall not amend, waive, suspend, or abrogate any provision of the Grants Operations Manual.
  4. In case of any inconsistency between any provisions of the Grants Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail.
  5. In order to facilitate the carrying out of the Sub-grant Schemes under Part 2 of the Project, the Borrower, through MSE, shall enter into an implementation agreement with the CSF, under terms and conditions approved by the Bank ("Implementation Agreement"), which shall include the responsibility to assist MSE in the implementation of the Sub-grant Schemes through, *inter alia*: (i) the publication of calls for proposals; (ii) conducting the selection process of subprojects proposals; and (iii) monitoring the implementation of Subprojects.
  6. The Borrower shall exercise its rights under the Implementation Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate, or waive the Implementation Agreement or any of its provisions.

**D. Terms and Conditions of the Sub-grant Schemes.**

1. The Borrower, through MSE (with the assistance of the CSF for Sub-grant Schemes under Part 2 of the Project), shall provide Sub-grants to Beneficiaries in accordance with eligibility criteria and procedures acceptable to the Bank, as further described in the Grants Operations Manual, which shall include, *inter alia*, the requirement that the proposed Sub-projects shall not involve Resettlement or relate to one or more activities described in the exclusion list set forth in the ESMF.
2. The Borrower, through MSE (with the assistance of the CSF for Sub-grant Schemes under Part 2 of the Project), shall select Subprojects for financing from the proceeds of the Loan in accordance with the criteria and procedures set forth in the Grant Operations Manual.
3. The Borrower, through MSE, shall maintain pre-screening, evaluation and supervision procedures for Sub-projects, acceptable to the Bank.

4. The Borrower, through MSE, shall make each Sub-grant under a Sub-grant Agreement with the respective Beneficiary on terms and conditions approved by the Bank, as further described in the Grants Operations Manual, which shall include the following:
- (a) Each Sub-grant provided under the Project shall not exceed the following amounts: (i) under Part 1.1(c) of the Project: € 45,000,000; (ii) under 1.2(a)(iii) of the Project: € 200,000; (iii) under Part 1.2(b) of the Project: € 70,000; (iv) under Part 1.2(c) of the Project: € 350,000; (v) under Part 2.1(a) of the Project: € 300,000; (vi) under Part 2.1(b) of the Project: € 6,000,000; and (vii) under Part 2.2 of the Project: € 3,000,000.
  - (b) The Borrower, through MSE, shall obtain rights adequate to protect its interests and those of the Bank, including the right to:
    - (i) suspend or terminate the right of the Beneficiary to use the proceeds of the Sub-grant, or obtain a refund of all or any part of the amount of the Sub-grant then withdrawn, upon the Beneficiary's failure to perform any of its obligations under the Sub-grant Agreement; and
    - (ii) require each Beneficiary to:
      - (A) carry out its Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards (including any ESMPs or other documents required under the Environmental and Social Management Framework) and practices satisfactory to the Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Borrower;
      - (B) provide, promptly as needed, the resources required for the purpose;
      - (C) procure the goods, works and services to be financed out of the Sub-grant in accordance with the provisions of this Agreement;
      - (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Bank, the progress of the Sub-project and the achievement of its objectives;
      - (E) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and

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

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

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

5. The Borrower shall exercise its rights under each Sub-grant Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan.

6. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive any Sub-grant Agreement or any of its provisions.

**E. Environmental and Social Standards.**

1. The Borrower shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.

2. Without limitation upon paragraph 1 above, the Borrower shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Borrower shall ensure that:

(a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;

(b) sufficient funds are available to cover the costs of implementing the ESCP;

(c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and

(d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.

3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

4. The Borrower shall ensure that:

- (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
- (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public, or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. The Borrower shall establish, publicize, maintain, and operate an accessible grievance mechanism to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances in a manner acceptable to the Bank.

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

The Borrower shall furnish to the Bank each Project Report not later than one month after the end of each calendar semester, covering the calendar semester.

**Section III. Withdrawal of Loan Proceeds**

**A. General.**

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

<b>Category</b>	<b>Amount of the Loan Allocated (expressed in EUR)</b>	<b>Percentage of Expenditures to be financed (inclusive Taxes)</b>
(1) Goods, works, non-consulting services, consulting services, Operating Costs, and Training for the Project	7,000,000	100%
(2) Sub-grants under Parts 1.1(c), 1.2(a)(iii), 1.2(b), 1.2(c), 2.1(a), 2.1(b), and 2.2 of the Project	99,000,000	100% of amounts disbursed
<b>TOTAL AMOUNT</b>	<b>106,000,000</b>	

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

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
  - (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed € 1,000,000 may be made for payments made prior to this date but on or after January 1, 2023, for Eligible Expenditures under Category (1); or
  - (b) under Category (2), unless and until: (i) the Grants Operations Manual has been prepared and adopted in form and substance satisfactory to the Bank; and (ii) the Implementation Agreement has been executed in a manner satisfactory to the Bank.
2. The Closing Date is December 29, 2028.

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

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”).

**Level Principal Repayments**

<b>Principal Payment Date</b>	<b>Installment Share</b>
On each May 15 and November 15 Beginning November 15, 2028 through May 15, 2037	5.26%
On November 15, 2037	5.32%

**APPENDIX****Definitions**

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 6 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
2. “Beneficiary” means an entity which meets the eligibility criteria set forth in the Grants Operations Manual and accordingly is eligible to receive a Sub-grant under one of the Sub-grant Schemes.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “Challenge Program” means a program under the framework of which the Borrower provides Sub-grants in the form of grants or matching grants to support R&D sub-projects implemented by consortia that may include firms and research organizations to develop forward-looking solutions related to digitalization and green transition challenges.
5. “Croatian Science Foundation” or “CSF” means the entity established pursuant to the Borrower’s Act on the Croatian Science Foundation, published in the Official Gazette number 57, dated May 20, 2022, which entered into force on May 28, 2022.
6. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated May 19, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
7. “Environmental and Social Management Framework” means the framework to be prepared and adopted by the Borrower in form, substance and manner satisfactory to the Bank, consisting of: the set of mitigation, monitoring, institutional and screening measures required for the technical assistance to be provided under the Project as well as the activities under the Subprojects and to be taken to eliminate adverse environmental and social 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 ESMPs.
8. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and

Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.

9. “ESMP” means a site-specific environmental and social management plan prepared, as required, in accordance with the ESMF.
10. “EU Funds” means funding made available to eligible applicants by the European Union under Horizon 2020 and Horizon Europe.
11. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, December 21, 2020, April 1, 2021, and January 1, 2022).
12. “Grants Operations Manual” means the manual for the implementation of the Sub-grant Schemes and referred to in Section I.C of Schedule 2 to this Agreement.
13. “Horizon 2020” means the research and innovation framework program adopted by the European Union for the 2014-2020 period for research and innovation.
14. “Horizon Europe” means the research and innovation framework program adopted by the European Union for the 2021-2027 period for research and innovation.
15. “Implementation Agreement” means the agreement to be entered between the Borrower, through MSE, and CSF referred to in Section I.C of Schedule 2 to this Agreement, as such agreement may be amended from time to time, with prior approval of the Bank.
16. “M&E” means monitoring and evaluation.
17. “MSE” means the Borrower’s Ministry of Science and Education, or any successor thereto.
18. “Operating Costs” means reasonable costs for the incremental expenses incurred on account of Project implementation, consisting of, *inter alia*, communication costs, office supplies and maintenance, equipment maintenance, utilities, document duplication/printing, consumables, vehicle operation and maintenance, bank fees, rental costs for PIU office space, travel cost and per diem for Project staff for travel linked to the implementation of the Project, (but excluding consulting services and salaries of officials of the Borrower’s civil service), all as approved by the Bank.



19. "Procurement Regulations" means, for purposes of paragraph 84 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
20. "Project Operations Manual" or "POM" means the project operations manual to be adopted by the Borrower, through MSE, setting forth procedures and requirements for carrying out the Project, adopted by the Borrower and agreed with the Bank, as the same may be amended from time to time with the agreement of the Bank.
21. "R&D" means research and development.
22. "RDI" means research, development, and innovation.
23. "Resettlement" means: (a) the involuntary (i.e., an action that may be taken without a person's informed consent or power of choice) taking of land, including anything growing on or permanently affixed to such land, such as buildings and crops, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not the affected persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of the affected persons, and encompassing restrictions on the use of resources imposed on people living outside a park or protected area, or on those who continue living inside the park or protected area during and after Project implementation.
24. "Seal of Excellence" means a formal acknowledgment extended by the European Commission to a project proposal submitted to and evaluated under a Horizon 2020 or Horizon Europe calls for proposals, certifying that the project proposal, which could not be financed with EU Funds due to budgetary constraints, exceeds predefined quality thresholds.
25. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions.
26. "Sub-grant" means a grant made or proposed to be made, pursuant to the provisions of a Sub-grant Agreement and in accordance with the criteria and procedures set forth in the Grants Operations Manual by MSE to an eligible Beneficiary for the purpose of financing a Sub-project, and to be financed out of the proceeds of the Loan.
27. "Sub-grant Agreement" means an agreement to be entered into between the MSE and a Beneficiary on the terms and conditions set forth in this Agreement and the Grants Operations Manual, for the purposes of financing and implementing a Sub-project.
28. "Sub-grant Schemes" means, collectively, the schemes or programs for extending Sub-grants to Beneficiaries under Parts 1.1(c), 1.2(a)(iii), 1.2(b), 1.2(c), 2.1(a), 2.1(b), and 2.2 of the Project in accordance with the Grants Operations Manual.

29. “Sub-project” means a sub-project eligible for financing out of the proceeds of the Loan in accordance with the provisions of this Agreement and the criteria set forth in the Grants Operations Manual, to be carried out by a Beneficiary using a Sub-grant under one of the Sub-grant Schemes.
30. “Training” means the reasonable costs associated with training under the Project and attributable to study tours, training courses, seminars, workshops and other training activities, not included under service providers’ contracts, including costs of training materials, space and equipment rental, travel, accommodation and *per diem* costs of trainees and trainers, trainers’ fees, and other training related miscellaneous costs, all as approved by the Bank.