

PRIJEDLOG ZAKONA
O POTVRĐIVANJU OKVIRNOG SPORAZUMA IZMEĐU
REPUBLIKE HRVATSKE I RAZVOJNE BANKE VIJEĆA EUROPE U VEZI S
REGIONALNIM PROGRAMOM STAMBENOG ZBRINJAVANJA, S KONAČNIM
PRIJEDLOGOM ZAKONA

Zagreb, veljača 2014.

PRIJEDLOG ZAKONA

O POTVRĐIVANJU OKVIRNOG SPORAZUMA IZMEĐU REPUBLIKE HRVATSKE I RAZVOJNE BANKE VIJEĆA EUROPE U VEZI S REGIONALNIM PROGRAMOM STAMBENOG ZBRINJAVANJA, S KONAČNIM PRIJEDLOGOM ZAKONA

I. USTAVNA OSNOVA ZA DONOŠENJE ZAKONA

Ustavna osnova za donošenje Zakona o potvrđivanju Okvirnog sporazuma između Republike Hrvatske i Razvojne banke Vijeća Europe u vezi s Regionalnim programom stambenog zbrinjavanja (u daljnjem tekstu: Okvirni sporazum) sadržana je u članku 140. stavku 1. Ustava Republike Hrvatske (Narodne novine, broj 85/2010 – pročišćeni tekst i 5/2014 – Odluka Ustavnog suda Republike Hrvatske).

II. OCJENA STANJA I CILJ KOJI SE ZAKONOM ŽELI POSTIĆI

Zajednički regionalni program o trajnim rješenjima za izbjeglice i interno raseljene osobe zajednička je inicijativa Bosne i Hercegovine, Republike Hrvatske, Crne Gore i Republike Srbije tj. zemalja partnera, utemeljen na Zajedničkoj deklaraciji koju su potpisali ministri vanjskih poslova zemalja partnera u Beogradu 2011. godine. Regionalni program stambenog zbrinjavanja sastoji se od četiri nacionalna programa stambenog zbrinjavanja.

Cilj Programa jest osigurati trajna stambena rješenja za 74.000 osoba tj. 27.000 obitelji u petogodišnjem razdoblju i to od datuma potpisivanja Okvirnog sporazuma, a sredstva potrebna za njegovu realizaciju iznose 584 milijuna eura.

Programom upravlja Razvojna banka Vijeća Europe (u daljnjem tekstu: CEB) pri kojoj je i osnovan Fond Regionalnog programa kroz koji će se donatorska sredstva alocirati partnerskim državama za projekte u okviru njihovih nacionalnih programa. CEB obnaša dužnost tajništva Programa, upravitelja Fonda i financijske institucije.

U okviru Programa, u Republici Hrvatskoj je predviđeno stambeno zbrinuti 3.541 obitelji, odnosno 8.529 osoba te su u tu svrhu planirana i potrebna sredstva u vrijednosti od 119.7 milijuna eura (planirani udio Hrvatske u cijelom programu iznosio je 25 %). Okvirnim sporazumom uređuje se pravni okvir za korištenje financijskih sredstava iz Fonda Regionalnog programa stambenog zbrinjavanja kojim upravlja CEB te se uređuje pravni okvir suradnje Republike Hrvatske i CEB-a.

Vlada Republike Hrvatske donijela je na sjednici održanoj 21. studenoga 2013. godine Odluku o pokretanju postupka za sklapanje Okvirnog sporazuma između Republike Hrvatske i Razvojne banke Vijeća Europe u vezi s Regionalnim programom stambenog zbrinjavanja aktom, KLASE: 022-03/13-11/135, URBROJA: 50301-05/05-13-2.

Okvirni sporazum sadrži slijedeće priloge:

Prilog 1: Opis Nacionalnog programa stambenog zbrinjavanja u okviru Regionalnog programa stambenog zbrinjavanja

Prilog 2: Opći uvjeti

Prilog 3: Pregled kriterija provjere provedbene strukture

Prilog 4: CEB-ov standardni sporazum o dodjeli bespovratnih sredstava (predložak)

Prilog 5: CEB-ov standardni sporazum o dodjeli potpore za NPSZ (predložak)

Prilog 6: Rješavanje sporova u vezi s dodjelom bespovratnih sredstava

Okvirni sporazum je u ime CEB-a potpisao Rolf Wenzel, guverner, a u ime Republike Hrvatske Jakša Puljiz, zamjenik ministra regionalnoga razvoja i fondova Europske unije, u svojstvu Nacionalnog koordinatora, dana 3. prosinca 2013. godine. Nacionalni koordinatorski zadatak je za cjelokupnu koordinaciju nacionalnog programa stambenog zbrinjavanja, odobrava projekte na nacionalnoj razini, osigurava sudjelovanje svih dionika te snosi cjelokupnu odgovornost za program.

III. OSNOVNA PITANJA KOJA SE PREDLAŽU UREDITI ZAKONOM

Ovim Zakonom potvrđuje se Okvirni sporazum kako bi njegove odredbe u skladu s člankom 141. Ustava Republike Hrvatske (Narodne novine, broj 85/2010 – pročišćeni tekst i 5/2014 - Odluka Ustavnog suda Republike Hrvatske), postale dio unutarnjeg pravnog poretka Republike Hrvatske.

Okvirnim sporazumom uređuje se pravni okvir za korištenje financijskih sredstava iz Fonda Regionalnog programa stambenog zbrinjavanja kojim upravlja CEB te se uređuje pravni okvir suradnje Republike Hrvatske i CEB-a u okviru Regionalnog programa stambenog zbrinjavanja.

Zakonom se utvrđuje način osiguranja financijskih sredstava potrebnih radi izvršavanja Okvirnog sporazuma, odnosno provedbe Zakona i određuje središnje tijelo državne uprave nadležno za provedbu Zakona. Zakonom se također utvrđuje način objave podatka o stupanju na snagu Okvirnog sporazuma te dan stupanja na snagu Zakona.

IV. OCJENA SREDSTAVA POTREBNIH ZA PROVEDBU OVOGA ZAKONA

Provedba ovoga Zakona zahtijeva osiguranje dodatnih financijskih sredstava u državnom proračunu Republike Hrvatske.

Izvršavanje Okvirnog sporazuma provodit će se u skladu s povlačenjem rata donatorskih sredstava, po odobravanju istih od strane Skupštine donatora. Sredstva za sufinanciranje projekata osigurat će se iz sredstava Državnog ureda za obnovu i stambeno zbrinjavanje. Prema Općim uvjetima Okvirnog sporazuma, indikativno vremensko razdoblje njegove provedbe je do 30. lipnja 2018. godine.

Kroz Regionalni program stambenog zbrinjavanja u Republici Hrvatskoj planira se stambeno zbrinuti 3.541 obitelj odnosno 8.529 osoba te su u tu svrhu potrebna sredstva u vrijednosti od 119,7 milijuna eura (planirani udio Republike Hrvatske u cijelom Programu iznosi 25 %). S obzirom da je Republika Hrvatska postala članica Europske unije te je od zemlje primateljice postala pružateljicom međunarodne razvojne pomoći, Republici Hrvatskoj su trenutno na raspolaganju sredstva donacija u visini od 10,9 milijuna eura

V. PRIJEDLOG ZA DONOŠENJE ZAKONA PO HITNOM POSTUPKU

Temelj za donošenje ovoga Zakona po hitnom postupku nalazi se u članku 204. stavku 1. Poslovnika Hrvatskoga sabora (Narodne novine broj 81/2013) i to u drugim osobito opravdanim državnim razlozima.

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 izvršiti izmjene ili dopune teksta međunarodnog ugovora, predlaže se ovaj Zakon raspraviti i prihvatiti po hitnom postupku, objedinjavajući prvo i drugo čitanje.

**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU OKVIRNOG
SPORAZUMA IZMEĐU REPUBLIKE HRVATSKE I RAZVOJNE BANKE VIJEĆA
EUROPE U VEZI S REGIONALNIM PROGRAMOM STAMBENOG
ZBRINJAVANJA**

Članak 1.

Potvrđuje se Okvirni sporazum između Republike Hrvatske i Razvojne banke Vijeća Europe u vezi s Regionalnim programom stambenog zbrinjavanja, potpisan u Parizu 3. prosinca 2013., u izvorniku na engleskom jeziku.

Članak 2.

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

OKVIRNI SPORAZUM

između

REPUBLIKE HRVATSKE

i

RAZVOJNE BANKE VIJEĆA EUROPE

u vezi s

REGIONALNIM PROGRAMOM STAMBENOG ZBRINJAVANJA

Sadržaj

Članak 1. Financiranje Nacionalnog programa stambenog zbrinjavanja.....	7
Članak 2. Uvjeti za korištenje bespovratnih sredstava / Potpore NPSZ-u.....	7
Članak 3. Bespovratna sredstva/ Potpora NPSZ-u.....	8
Članak 4. Obveze u okviru Nacionalnog programa stambenog zbrinjavanja.....	9
Članak 5. Prestanak obveza zemlje partnera.....	15
Članak 6. Izjave i jamstva.....	15
Članak 7. Posljedice neispunjavanja uvjeta.....	15
Članak 8. Odnosi s trećim stranama.....	16
Članak 9. Tumačenje Sporazuma.....	16
Članak 10. Izmjene i dopune.....	16
Članak 11. Rješavanje sporova.....	16
Članak 12. Izvršenje arbitražne odluke.....	16
Članak 13. Obavijesti.....	17
Članak 14. Stupanje na snagu.....	17
Članak 15. Izvornici Sporazuma.....	18
Prilog 1: Opis Nacionalnog programa stambenog zbrinjavanja u okviru Regionalnog programa stambenog zbrinjavanja.....	19
Prilog 2: Opći uvjeti.....	21
Prilog 3: Pregled kriterija provjere provedbene strukture.....	45
Prilog 4: CEB - ov standardni sporazum o dodjeli bespovratnih sredstava (predložak).....	46
Prilog 5: CEB - ov standardni sporazum o dodjeli potpore za NPSZ (predložak).....	62
Prilog 6: Rješavanje sporova u odnosu na bespovratna sredstva.....	71

REPUBLIKA HRVATSKA putem Ministarstva financija, Katančićeva 5, 10000 Zagreb, Hrvatska („**zemlja partner**”),

i

RAZVOJNA BANKA VIJEĆA EUROPE, međunarodna organizacija sa sjedištem u 55 Avenue Kléber, 75116 Pariz, Francuska („**CEB**”)

u daljnjem tekstu zajedničkog naziva „**stranke**”, a svaka kao „**stranka**”;

BUDUĆI DA

- (A) je „Zajednički regionalni program trajnih rješenja za izbjeglice i raseljene osobe“ („**Regionalni program stambenog zbrinjavanja**” ili „**RPSZ**”) zajednička inicijativa Bosne i Hercegovine, Republike Hrvatske, Crne Gore i Republike Srbije (svaka je „**zemlja partner**”, a zajedno su „**zemlje partneri**”).
- (B) je cilj ove regionalne inicijative, koja je sastavni dio „Sarajevskog procesa za izbjeglice i raseljene osobe” započetog 2005. godine, ponovno pokrenutog na Beogradskoj konferenciji u ožujku 2010. godine, kojoj su se zemlje partneri ponovno obvezale u studenom 2011. godine Beogradskom deklaracijom, pridonijeti rješavanju situacije dugotrajne raseljenosti najugroženijih izbjeglica i raseljenih osoba (RO) nakon sukoba od 1991. do 1995. godine na državnom području bivše Jugoslavije, uključujući interno raseljene osobe (IRO) u Crnoj Gori od 1999. godine, između ostalog, osiguravajući im trajna rješenja stambenog zbrinjavanja.
- (C) je cilj RPSZ-a dobrobit za blizu 74.000 osoba ili 27.000 kućanstava, a njegov trošak se procjenjuje na oko 584 milijuna eura tijekom petogodišnjeg razdoblja. On obuhvaća četiri Nacionalna programa stambenog zbrinjavanja, jednog u svakoj zemlji partneru, za čiju je provedbu nadležna zemlja partner kroz nekoliko potprojekata i u nekoliko faza (svaki „**Nacionalni program stambenog zbrinjavanja**” ili „**NPSZ**”).
- (D) je Razvojna banka Vijeća Europe utemeljena 16. travnja 1956. godine usvajanjem svog Statuta, („**Statut**”), kako je izmijenjen i dopunjen od strane Odbora ministara Vijeća Europe, tijela za donošenje odluka Vijeća Europe, a ima svoje korijene u Djelomičnom sporazumu izvorno sklopljenom između osam država članica Vijeća Europe. Razvojnou bankom Vijeća Europe se upravlja prema Trećem protokolu Općeg sporazuma o povlasticama i imunitetima Vijeća Europe od 6. ožujka 1959. godine („**Treći protokol**”), njegovim Statutom i propisima donesenima na temelju Statuta.
- (E) je sudjelovanje Razvojne banke Vijeća Europe u RPSZ-u i osnivanje fonda pod nazivom: „Fond za Regionalni program stambenog zbrinjavanja“ za prikupljanje donatorskih priloga u iznosu od najmanje 250,000 eura („**Fond RPSZ**”), odobrilo Upravno vijeće Razvojne banke Vijeća Europe Rezolucijom 1543 (2012) od 27. siječnja 2012 godine.
- (F) je Razvojna banka Vijeća Europe prihvatila upravljati Fondom RPSZ-a sukladno Općim uvjetima Fonda RPSZ-a, koje su donatori prihvatili putem sporazuma o pristanku sklopljenog između Razvojne banke Vijeća Europe i svakog donatora, kako je izmijenjen i dopunjen s vremena na vrijeme („**Opći uvjeti**”). Razvojna banka Vijeća Europe u odnosu na RPSZ ima ulogu Tajništva RPSZ-a, upravitelja fonda i financijske ustanove te kako je dalje navedeno u Općim uvjetima.
- (G) U svom svojstvu financijske institucije, Razvojna banka Vijeća Europe, između ostalog, isplaćuje bespovratna sredstva za subvencioniranje investicija iz sredstava Fonda RPSZ-a

zemljama partnerima za financiranje bilo kojeg potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja koji ispunjava određene kriterije kako je navedeno u Općim uvjetima po odluci Skupštine donatora („**bespovratna sredstva**“) te u svezi s bespovratnim sredstvima može isplatiti zajmove iz vlastitih sredstava zemljama partnerima za financiranje istog potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja koji ispunjava sve uvjete Razvojne banke Vijeća Europe za financiranje po odluci Upravnog vijeća Razvojne banke Vijeća Europe („**zajmovi**“).

- (H) Europska unija, zastupana od strane Europske komisije, i Razvojna banka Vijeća Europe sklapaju dvostrani sporazum o sufinanciranju u vezi s RPSZ-om, kojim se može odrediti, između ostalog, da Razvojna banka Vijeća Europe upravlja određenim sredstvima fondova Europske unije u korist pojedinih aktivnosti u okviru RPSZ-a sukladno Sporazumu o sufinanciranju, kako je izmijenjen i dopunjen s vremena na vrijeme („**Sporazum o sufinanciranju EU-a**“).
- (I) Sukladno Sporazumu o sufinanciranju EU-a, Razvojna banka Vijeća Europe, u svom svojstvu financijske institucije, između ostalog, uspostavlja i podupire provedbu svakog Nacionalnog programa stambenog zbrinjavanja i na taj način iz EU fondova osigurava zemlji partneru (i) tehničku pomoć za podršku provedbenoj strukturi zemlje partnera i/ili (ii) financijsku podršku sufinanciranju operativnih troškova provedbene strukture i/ili (iii) financijsku podršku sufinanciranju rada regionalnog ureda za koordinaciju kao što je opisano u članku 1. stavak 1.2 u nastavku („**potpora NPSZ-u**“).
- (J) su stranke odlučile sklopiti ovaj Okvirni sporazum („Sporazum“) kako bi odredile odredbe i uvjete koje se primjenjuju na (i) bilo koja bespovratna sredstva i (ii) bilo koju potporu NPSZ-u.

STOGA su se stranke ovime sporazumjele kako slijedi:

Definicije

U ovom Sporazumu niže utvrđeni pojmovi i izrazi imaju sljedeće značenje, ukoliko sadržaj ne zahtijeva drugačije:

„**dodjela rata**“ (u daljnjem tekstu također „**dodjela**“ ili „**dodijeljeno**“) znači obvezu rate od strane zemlje partnera sastavnim dijelovima potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja (identificirane pomoću standardne tablice priložene bilo kojem sporazumu o dodjeli bespovratnih sredstava), čak i ako zemlja partner još nije isplatila takvu ratu za potprojekt u okviru Nacionalnog programa stambenog zbrinjavanja.

„**skupština donatora**“ znači skupština donatora Fonda za NPSZ koja se sastoji od po jednog predstavnika svakog donatora i Razvojne banke Vijeća Europe kao upravitelja fonda.

„**politika zaštite okoliša Razvojne banke Vijeća Europe**“ znači politiku zaštite okoliša Razvojne banke Vijeća Europe, kako je izmijenjena i dopunjena s vremena na vrijeme i kako je javno dostupna na internetskoj stranici CEB-a: www.coebank.org.

„**pravila o zajmovima Razvojne banke Vijeća Europe**“ znače „pravila o zajmovima“ Razvojne banke Vijeća Europe sadržana u politici financiranja zajmova i kredita projekata Razvojne banke Vijeća Europe, kako su izmijenjena i dopunjena s vremena na vrijeme i kako su javno dostupna na internetskoj stranici CEB-a: www.coebank.org.

„**politika financiranja zajmova i kredita Razvojne banke Vijeća Europe**“ znače sveukupni okvir politike financiranja zajmova i kredita projekata Razvojne banke Vijeća Europe, kako su izmijenjena i

dopunjena s vremena na vrijeme i kako su javno dostupna na internetskoj stranici CEB-a: www.coebank.org.

„**smjernice za nabavu Razvojne banke Vijeća Europe**” znače „smjernice za nabavu roba, radova i usluga“ CEB-a, kako su izmijenjene i dopunjene s vremena na vrijeme i kako su javno dostupne na internetskoj stranici CEB-a: www.coebank.org.

„**potpora NPSZ**” znači sva bespovratna sredstva koje Razvojna banka Vijeća Europe osigurava zemlji partneru iz fondova Europske unije u obliku financijske potpore (i) za financiranje tehničke pomoći provedbenoj strukturi zemlje partnera i/ili (ii) za sufinanciranje operativnih troškova provedbene strukture i/ili (iii) za sufinanciranje rada Regionalnog ureda za koordinaciju, podložno odredbama i uvjetima Sporazuma o sufinanciranju od strane Europske unije i potkrijepljeno Sporazumom o dodjeli potpore za NPSZ.

„**sporazum/i o dodjeli potpore za NPSZ**” znače sporazum/e o dodjeli potpore koji potkrepljuje/ju bilo koju potporu NPSZ- a, koji sklapaju stranke, podložno uvjetima Sporazuma o sufinanciranju od strane Europske unije u obliku priloženom u Prilogu ovom Sporazumu.

„**izvješće o završetku**” znači izvješće o završetku bilo kojeg potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja kao što je opisano u članku 4. stavku 10.2 niže.

„**trenutno stanje napretka radova**” znači napredak u smislu izvođenja radova u odnosu na izvorni plan rada i omjer nastalih prihvatljivih izdataka u odnosu na ukupni prihvatljivi trošak potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja.

„**donator/i**” znači bilo koju državu i/ili instituciju koja je donirala minimalni iznos od 250,000 eura Fondu za NPSZ;

„**izvješće o izvedivosti**” znači izvješće o izvedivosti karakteristično za pojedinu zemlju, koje priprema zemlja partner i odobravaju Razvojna banka Vijeća Europe i Europska komisija, a koje detaljno prikazuje institucionalne strukture za provedbu odgovarajućih NPSZ-a; određuje provedbene mehanizme i postupke i pojedinosti općeg cilja, količine, troškove i rasporede.

„**financijska institucija**” znači CEB u njegovom svojstvu financijske institucije gdje se (i) procjenjuju zahtjevi za bespovratna sredstva i/ili zahtjevi za zajmove, (ii) isplaćuju bespovratna sredstva zemljama partnerima, (iii) mogu odobriti zajmovi, podložno ispunjenju svih uvjeta Razvojne banke Vijeća Europe za financiranje i (iv) nadzire provedba potprojekata u okviru Nacionalnog programa stambenog zbrinjavanja djelomično financiranim bilo bespovratnim sredstvima i zajmovima bilo bespovratnim sredstvima;

„**završno izvješće**” znači završno izvješće o Nacionalnom programu stambenog zbrinjavanja kao što je opisano u članku 4. stavku 10.3. niže.

„**okvirni sporazum/i o zajmu**” znači okvirne sporazum/e o zajmu koji određuje/određuju zajam koji je na raspolaganju zemlji partneru za bilo koji potprojekt u okviru njenog Nacionalnog programa stambenog zbrinjavanja koji stranke sklapaju nakon što Upravno vijeće Razvojne banke Vijeća Europe odobri zahtjev za zajam.

„**sporazum/i o dodjeli bespovratnih sredstava**” znači/e sporazum/e o dodjeli bespovratnih sredstava koja su na raspolaganju zemlji partneru za bilo koji potprojekt u okviru njenog Nacionalnog programa stambenog zbrinjavanja koji se sklapa između stranaka nakon što Skupština donatora odobri zahtjev za bespovratna sredstva, u obliku obrasca priloženom u Prilogu 4. ovom Sporazumu.

„**kriteriji za ocjenu zahtjeva za bespovratnim sredstvima**” znače kriterije za ocjenu zahtjeva za bespovratnim sredstvima koje priprema Tehnički odbor u dogovoru sa zemljama partnerima, a odobrava

Skupština donatora, kako su izmijenjeni i dopunjeni s vremena na vrijeme i podijeljeni zemljama partnerima.

„**rata bespovratnih sredstava**” znači isplaćeni iznos ili iznos koji će biti isplaćen iz bilo kojeg bespovratnog sredstva.

„**provedbena struktura**” znači strukturu zemlje partnera koja provodi potprojekt u okviru Nacionalnog programa stambenog zbrinjavanja kao što je opisano u članku 4. niže.

„**vođeća institucija**” znači ministarstvo ili instituciju zemlje partnera koja, ovlaštenjem zemlje partnera, ima cjelokupnu odgovornost za koordinaciju i upravljanje Nacionalnim programom stambenog zbrinjavanja i bilo kojim potprojektom u okviru istog, kao što je detaljnije opisano u članku 4. stavku 1.1. niže.

„**sporazum/i o isplati zajma**” znače sporazum/e o isplati koji za svaku ratu zajma određuje/određuju iznos, kamatnu stopu, valutu, datum isplate svake rate, rok otplate i broj računa doznake svake stranke, a sastavlja se u trenutku isplate.

„**rata zajma**” znači isplaćen iznos zajma, ili iznos zajma koji se treba isplatiti.

„**izvješće o napretku**” znači bilo koje izvješće o napretku(i) potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja i / ili (ii) potpore NPSZ-u kao što je detaljnije opisano u članku 4. stavku 10.2. niže.

„**jedinica za provedbu projekta (JPP)**” znači grupu ljudi u zemlji partneru zaduženu za pripremu, svakodnevnu provedbu, praćenje, izvođenja radova i financijsko upravljanje i praćenje bilo kojeg potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja.

„**procjena stanja napretka radova**” znači planirani napredak u smislu napretka izvođenja radova za određeno vremensko razdoblje i omjer prihvatljivih izdataka za koje se očekuje da će nastati tijekom utvrđenog vremenskog razdoblja u odnosu na ukupne prihvatljive troškove potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja.

„**regionalni forum za koordinaciju**” znači regionalni forum za koordinaciju koji koordinira aktivnosti NPSZ-a između zemalja partnera.

„**regionalni ured za koordinaciju**” ili „**RUK**” znači strukturu koja će biti uspostavljena u jednoj od zemalja partnera s ciljem jačanja regionalne suradnje u okviru provedbe RPSZ-a i osiguranja poštivanja primjerenog pristupa regionalnim aspektima NPSZ-a.

„**tajništvo RPSZ-a**” znači Razvojnu banku Vijeća Europe u njenom svojstvu Tajništva NPSZ-a kao što je opisano u stavku 3.5. Općih uvjeta.

„**tehnički odbor**” znači tehnički odbor Fonda RPSZ-a koji se sastoji od jednog predstavnika Europske komisije, svakog donatora i skupine donatora koji je/su dali jedan ili više doprinosa u Fond RPSZ-a u ukupnom iznosu od 5,000.000 eura ili više od toga i Razvojnu banku Vijeća Europe u njenom svojstvu Tajništva RPSZ-a.

Članak 1. Financiranje Nacionalnog programa stambenog zbrinjavanja

Ovaj Sporazum opisuje i uređuje (i) sva bespovratna sredstva i (ii) svaku potporu NPSZ-u koju Razvojna banka Vijeća Europe, u svom svojstvu financijske institucije, osigurava zemlji partneru.

1.1. Bespovratna sredstva

Ako zemlja partner zatraži bespovratna sredstva („**zahtjev za dodjelu bespovratnih sredstava**”) koja potom odobri Skupština donatora, takva bespovratna sredstva Razvojna banka Vijeća Europe u svom svojstvu financijske institucije dodjeljuje i isplaćuje zemlji partneru, pod uvjetima propisanim ovim Sporazumom i relevantnim Sporazumom o dodjeli bespovratnih sredstava.

Ako zemlja partner zatraži zajam u svezi bilo kojeg potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja („**zahtjev za dodjelu zajma**”) koji potom odobri Upravno vijeće Razvojne banke Vijeća Europe, takav zajam Razvojna banka Vijeća Europe dodjeljuje i isplaćuje zemlji partneru pod općim uvjetima propisa o dodjeli zajma Razvojne banke Vijeća Europe i pod posebnim uvjetima utvrđenim relevantnim Okvirnim sporazumom o zajmu i bilo kojim sporazumom o korištenju zajma.

1.2. Potpora NPSZ-u

Sukladno Sporazumu o doprinosu Europske unije, Razvojna banka Vijeća Europe, u svom svojstvu financijske institucije, između ostalog podupire provedbu Nacionalnog programa stambenog zbrinjavanja, uključujući i Provedbenu strukturu kao što je dalje opisano u članku 4. te na taj način osigurava:

- (i) potporu u obliku tehničke pomoći provedbenoj strukturi zemlje partnera, i/ ili
- (ii) financijsku potporu za sufinanciranje operativnih troškova provedbene strukture zemlje partnera [,i/ili
- (iii) financijsku potporu za sufinanciranje rada Regionalnog ureda za koordinaciju],

u svakom slučaju sukladno uvjetima Sporazuma o doprinosu Europske unije, a s obzirom na točku (iii) iznad, također sukladno opisu poslova Regionalnog ureda za koordinaciju koje će razviti i usuglasiti zemlje partneri, Europska komisija u ime Europske unije i Razvojna banka Vijeća Europe.

Uvjeti bilo koje takve financijske potpore opisuju se u Sporazumu o dodjeli potpore NPSZ-u.

Da bi se izbjegla sumnja, uvjeti bilo koje tehničke pomoći utvrđuju se ili (i) u sporazumu o dodjeli potpore NPSZ-u ili (ii) u sporazumu koji je sklopljen između Razvojne banke Vijeća Europe i relevantnog konzultanta, sukladno odredbama i uvjetima Sporazuma o doprinosu Europske unije. Zemlja partner se obvezuje prihvatiti tehničku pomoć.

Članak 2. Uvjeti za korištenje bespovratnih sredstava / Potpore NPSZ-u

Bespovratna sredstva: Razvojna banka Vijeća Europe dodjeljuje sva bespovratna sredstva uzimajući u obzir obvezu zemlje partnera za korištenje tih bespovratnih sredstava samo u svrhu financiranja svog Nacionalnog programa stambenog zbrinjavanja kako je opisano u Prilogu 1. i svakog njegovog potprojekta kako je opisano u relevantnom Sporazumu o dodjeli bespovratnih sredstava i za provođenje svog Nacionalnog programa stambenog zbrinjavanja i svakog potprojekta s tim u vezi. Zemlja partner se obvezuje da će, ukoliko ostvari bilo koju vrstu prihoda nakon provedbe nekog potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja, iz bilo koje dodjele bespovratnih sredstava, iste ponovno investirati u Nacionalni program stambenog zbrinjavanja, osim ako nije drugačije odlučeno između zemlje partnera i Razvojne banke Vijeća Europe.

Sukladno Općim uvjetima, svaki Nacionalni program stambenog zbrinjavanja i svaki njegov potprojekt provode se sukladno(i) Općim uvjetima, (ii) Pravilima i postupcima Razvojne banke Vijeća Europe, uključujući posebno:

- smjernice Razvojne banke Vijeća Europe za nabavu;
- politiku zaštite okoliša Razvojne banke Vijeća Europe; i
- pravila Razvojne banke Vijeća Europe o zajmovima i financiranju projekata ako nije drugačije navedeno u Općim uvjetima,

i (iii) kriterijima za ocjenu zahtjeva za dodjelu bespovratnih sredstava i (iv) bilo kojim uvjetima koje određuje Skupština donatora sukladno važećem Sporazumu o dodjeli bespovratnih sredstava.

Potpore NPSZ-u: bilo kakvu potporu NPSZ-u Razvojna banka Vijeća Europe dodjeljuje sukladno (i) Sporazumu o doprinosu Europske unije, (ii) pravilima i postupcima Razvojne banke Vijeća Europe, uključujući posebno smjernice za nabavu Razvojne banke Vijeća Europe.

Članak 3. Bespovratna sredstva/ Potpora NPSZ-u

3.1. Financijski uvjeti

Iznos bespovratnih sredstava određuje se Sporazumom o dodjeli bespovratnih sredstava kojeg stranke sklapaju u skladu s ovim Sporazumom nakon što Skupština donatora odobri bilo koji zahtjev za dodjelu bespovratnih sredstava s obzirom na potprojekt u okviru Nacionalnog programa stambenog zbrinjavanja zemlje partnera.

3.2. Uvjeti koji prethode isplati

Uvjeti koji prethode isplati bespovratnih sredstava određuju se u relevantnom Sporazumu o dodjeli bespovratnih sredstava te uključuju, između ostalog, (i) pravno mišljenje na engleskom jeziku zadovoljavajuće Razvojnoj banci Vijeća Europe koje obuhvaća pitanja sposobnosti, snage i ovlasti Republike Hrvatske za sklapanje Sporazuma i relevantnog Sporazuma o dodjeli bespovratnih sredstava i potvrđuje da oba Sporazuma predstavljaju valjane, obvezujuće i provedive pothvate, (ii) operativnu provedbenu strukturu kako je određeno u članku 4. u nastavku koja je osnovana i udovoljava kriterijima Razvojne banke Vijeća Europe u skladu s kriterijima navedenim u Prilogu 3 ovog Sporazuma i (iii) plan nabave s obzirom na relevantni potprojekt koji udovoljava kriterijima Razvojne banke Vijeća Europe.

3.3. Datum završetka

Sporazum o dodjeli bespovratnih sredstava određuje točan datum završetka potprojekta sukladno kojem će u okviru relevantnog potprojekta (i) sve aktivnosti biti dovršene i (ii) sve obveze plaćanja zemlje partnera prema izvođačima radova koje je angažirala zemlja partner tijekom postupka provedbe potprojekta biti podmirene („datum završetka”), podložno produljenju po odobrenju CEB-a i nakon pisanog i propisno opravdanog zahtjeva zemlje partnera.

3.4. Poseban račun

Ministarstvo financija se obvezuje otvoriti namjenski račun za Regionalni program stambenog zbrinjavanja u Hrvatskoj narodnoj banci kako bi se izvršile sve uplate za sve potprojekte koji primaju bespovratna sredstva na taj račun i za polog svih eventualnih potpora NPSZ-u. Za svaku dodjelu

bespovratnih sredstava u okviru svakog potprojekta i za svaku potporu NPSZ-u, utvrđuje se jedinstveni kod pomoću kojeg je moguće pratiti depozite i naknade za svaki potprojekt i za svaku potporu NPSZ-u. Plaćanja se vrše s jedinstvenog računa hrvatskog državnog proračuna. U svrhu osiguravanja analitičkog praćenja sredstava, Državni ured za obnovu i stambeno zbrinjavanje analitički vodi sve transakcije putem svoje evidencije.

Članak 4. Obveze u okviru Nacionalnog programa stambenog zbrinjavanja

4.1. Provedbena struktura Nacionalnog programa stambenog zbrinjavanja

Provedbena struktura ispunjava kriterije navedene u Prilogu 3 ovoga Sporazuma.

4.1.1. Vodeća institucija

Zemlja partner određuje Državni ured za obnovu i stambeno zbrinjavanje kao vodeću instituciju u okviru Nacionalnog programa stambenog zbrinjavanja i bilo kojeg potprojekta u okviru istog.

4.1.2. Jedinica za provedbu projekta (JPP)

Zemlja partner uspostavlja i održava primjereno popunjenu i opremljenu JPP za provedbu bilo kojeg potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja. Zemlja partner povjerava provedbu Nacionalnog programa stambenog zbrinjavanja Jedinici za provedbu projekta smještenoj unutar Državnog ureda za obnovu i stambeno zbrinjavanje ("JPP") i povjerava Državnom uredu za obnovu i stambeno zbrinjavanje da o projektu izvještava Razvojnu banku Vijeća Europe.

within

Međutim, odgovornost za poštovanje svih obveza iz ovog Sporazuma ostaje na zemlji partneru.

4.2. Integritet

4.2.1. Obveza integriteta

Zemlja partner jamči i izjavljuje da nijedna osoba neće počinuti korupciju, prijevaru, prisilu ili utaju u vezi s provedbom svog Nacionalnog programa stambenog zbrinjavanja ili bilo kojeg potprojekta u okviru istog, uključujući postupak nabave i izvršenja ugovora na temelju istog.

U svrhu ovog Sporazuma:

- „korupcija“ je izravno ili neizravno nuđenje, davanje, primanje ili traženje bilo čega vrijednog što može utjecati na neprimjereno djelovanje druge stranke;
- „pronevjera“ je svaki čin ili propust, uključujući i lažno predstavljanje, koje svjesno ili nesvjesno dovodi u zabludu, ili pokušava dovesti u zabludu, jednu od stranaka za dobivanje financijske ili druge koristi, ili kako bi se izbjeglo obvezu;
- „prisila“ je narušavanje ili povređivanje, ili prijetnja za narušavanjem ili povređivanjem, izravno ili neizravno, bilo koje stranke ili vlasništva stranke kako bi se utjecalo na neprimjereno djelovanje jedne od stranaka;
- „utaja“ je dogovor između dviju ili više stranaka s ciljem ostvarivanja nedopuštenog, uključujući neprimjereno utjecanje na djelovanje druge strane;
- saznanje bilo kojeg člana vodeće institucije i JPP-a ili osoba spomenutih u članku 4. stavku 4.6. smatra se saznanjem vodeće institucije i JPP-a.

Zemlja partner osigurava da se vodeća institucija i JPP, pridržavaju i djeluju u skladu s unutarnjim postupcima i kontrolama, sukladno važećim nacionalnim zakonima i najboljim primjerima međunarodne prakse, u svrhu izbjegavanja da se iznos bespovratnih sredstava u okviru Nacionalnog programa stambenog zbrinjavanja upotrijebi (i) s ciljem pranja novca ili (ii) s ciljem financiranja terorizma, a posebno zemlja partner mora osigurati da niti jedna transakcija ne ide u korist, bilo pojedinaca, bilo institucija navedenih na listama sankcioniranih osoba iz službene evidencije Vijeća sigurnosti Ujedinjenih naroda ili njegovih odbora u skladu s rezolucijama Vijeća sigurnosti 1267 (1999), 1373 (2001) (dostupno na <http://www.un.org/terrorism>), ažuriranima s vremena na vrijeme, i/ili Vijeća Europske unije sukladno njegovim Zajedničkim stajalištima 2001/931/CSFP i 2002/402/CSFP i povezanim ili slijedećim rezolucijama i / ili provedbenim aktima u vezi s pitanjima financiranja terorizma.

Zemlja partner osigurava da se JPP i vodeća institucija obvežu:

- izvijestiti Razvojnu banku Vijeća Europe ukoliko postanu svjesne o bilo kojim, ili sumnjivim radnjama vezano za nepoštivanje iznad navedenih obveza;
- poduzeti takve radnje kojima Razvojna banka Vijeća Europe može zatražiti pokretanje istrage i/ili okončanje bilo kojeg navodnog ili sumnjivog čina nepoštivanja iznad navedenih obveza;
- olakšati bilo koju istragu koju Razvojnu banku Vijeća Europe može pokrenuti u slučaju takvog čina ili zbog nepoštivanja iznad navedenih obveza; i
- izvijesti Razvojnu banku Vijeća Europe o mjerama poduzetim za potraživanje odštete od osoba odgovornih za bilo koji gubitak koji proizlazi iz takvog čina ili nepoštivanja iznad navedenih obveza.

4.3. Nabava

Sukladno stavku 3.9 Općih uvjeta, nabava roba, radova i usluga koje se financiraju iz Nacionalnog programa stambenog zbrinjavanja i bilo kojeg potprojekta u okviru istog je (i) pripremljena, dodijeljena i vođena od strane zemlje partnera; i (ii) usklađena sa smjernicama za nabavu Razvojne banke Vijeća Europe.

Kao što je predviđeno u smjernicama za nabavu Razvojne banke Vijeća Europe, ugovori se sklapaju u skladu s važećim nacionalnim propisima o javnoj nabavi u zemlji partneru. Za sklapanje ugovora u okviru definiranih iznosa ili iznad definiranih iznosa koji se primjenjuju u zemlji partneru primjenjivat će se međunarodni (otvoreni ili ograničeni) postupci (koji zahtijevaju objavljivanje u Službenom listu EU ("OJEU")).

U skladu sa smjernicama za nabavu Razvojne banke Vijeća Europe, plan nabave koji pokazuje postupke nabave za svaki ugovor podnosi se Razvojnoj banci Vijeća Europe na prethodno odobrenje prije isplate prve rate bespovratnih sredstava u okviru bilo kojeg sporazuma o dodjeli bespovratnih sredstava.

Posebice, zemlja partner podnosi Razvojnoj banci Vijeća Europe na odobrenje plan nabave kojim se utvrđuju:

- ugovori o nabavi roba, radova i /ili usluga potrebnih za izvršenje bilo kojeg potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja tijekom početnog razdoblja bilo kojeg potprojekta u trajanju od najmanje osamnaest (18) mjeseci;
 - procijenjeni trošak svakog ugovora;
 - predloženi načini nabave za svaki ugovor;
- predviđeni datum pokretanja svakog natječaja.

Po primitku, Razvojna banka Vijeća Europe obavještava zemlju partnera o opsegu pregleda koji će Razvojna banka Vijeća Europe provesti (uključujući i da nema prigovora) za svaki ugovor predviđen planom nabave.

Razvojna banka Vijeća Europe ne financira izdatke za robu, radove i usluge koji nisu nabavljeni u skladu s navedenim odredbama. U takvim slučajevima, Razvojna banka Vijeća Europe zadržava pravo proglasiti odgovarajući ugovor neprihvatljivim za financiranje sredstvima Fonda. Nastavno, ako u bilo kojem trenutku Razvojna banka Vijeća Europe utvrdi kako nabava u okviru bilo kojeg potprojekta Nacionalnog programa stambenog zbrinjavanja nije u skladu s navedenim odredbama, zadržava pravo razmotriti i utvrditi da li takvo nepridržavanje dovodi do privremenog zaustavljanja, otkazivanja ili trenutne obveze vraćanja bespovratnih sredstava.

4.4. Okoliš

Nacionalni program stambenog zbrinjavanja i bilo koji potprojekt u okviru istog moraju biti usklađeni s politikom zaštite okoliša Razvojne banke Vijeća Europe.

4.5. Ljudska prava

Provedba Nacionalnog programa stambenog zbrinjavanja i bilo kojeg potprojekta u okviru istog, ne smije dovesti do kršenja Europske konvencije o ljudskim pravima i Europske socijalne povelje.

4.6. Kontakt

Osim ako zemlja partner drugačije ne navede u pisanom obliku Razvojnoj banci Vijeća Europe, čelnik vodeće institucije je osoba odgovorna za kontakt s Razvojnou bankom Vijeća Europe za potrebe članka 4. prema stavcima 4.2, 4.3, 4.4 i 4.5 navedenima iznad.

4.7. Korištenje bespovratnih sredstava

4.7.1. Prihvatljivi troškovi

Zemlja partner dodjeljuje rate bespovratnih sredstava za pokrivanje troškova bilo kojeg potprojekta u okviru svog Nacionalnog programa stambenog zbrinjavanja koji su (i) navedeni u stavku 1.3(d) Općih uvjeta i (ii) u skladu s odredbama odgovarajućeg sporazuma o dodijeli bespovratnih sredstava.

4.7.2. Pravila o porezima, carinama i drugim pristojbama s jednakim učinkom

Zemlja partner se obvezuje primjenjivati ista pravila vezano za poreze, carine i druge namete prema izvođačima radova isplaćene iz bespovratnih sredstava, potpora NPSZ-u ili s potporom NPSZ-u („**NPSZ izvođači radova**“) koja se primjenjuju za „izvođače radova u okviru zemalja Europske unije“ iz relevantnog okvirnog sporazuma između zemlje partnera i Europske unije o Instrumentu za prepristupnu pomoć (IPA) („**IPA Okvirni sporazum**“).

U svrhu izbjegavanja sumnje, ista pravila primjenjuju se na izvođače radova, kada su plaćeni sredstvima zemlje partnera ili zajmovima Razvojne banke Vijeća Europe.

Prije isplate bespovratnih sredstava ili potpora NPSZ-u ili prije provedbe potpora NPSZ-u, zemlja partner, ukoliko je to potrebno, poduzima odgovarajuće mjere (i) za primjenu navedenih odredbi (uključujući prilagodbu zakonodavstva vezanou provedbu IPA Okvirnog sporazuma ili uvođenje posebnih propisa) i (ii) kako bi se osigurala primjena odgovarajućih postupaka (uključujući i ostvarivanje koristi od bilo koje porezne ili carinske olakšice).

4.7.3. Dodjela rata bespovratnih sredstava

Sporazumom o dodjeli bespovratnih sredstava definira se (i) u kojem vremenskom razdoblju nakon svake isplate zemlja partner mora dodijeliti rate bespovratnih sredstava sastavnim dijelovima potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja i (ii) u kojem vremenskom razdoblju iznos koji nije dodijeljen na takav način mora biti vraćen na račun Fonda NPSZ-a kojim upravlja Razvojna banka Vijeća Europe.

4.8. Povećani ili izmijenjeni trošak potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja

Zemlja partner sufinancira potprojekte u okviru svog Nacionalnog programa stambenog zbrinjavanja dodjeljujući potprojektima u okviru svog Nacionalnog programa stambenog zbrinjavanja svoj vlastiti financijski i/ili doprinos u naturi u ukupnom iznosu koji otprilike odgovara iznosu vlastitog doprinosa navedenog u "Proračunu" u Dodatku 2 "Zajedničkog regionalnog programa za trajna rješenja za izbjeglice i raseljene osobe". Kako bi se izbjegla sumnja, zahtjev za dodjelu bespovratnih sredstava može odobriti Skupština donatora, samo ako dostupna sredstva pokrivaju troškove relevantnog potprojekta.

Ako se troškovi potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja kao što je opisano u Sporazumu o dodjeli bespovratnih sredstava povećaju iz bilo kojeg razloga, zemlja partner osigurava dodatna financijska sredstva potrebna za dovršenje takvog potprojekta u okviru svog Nacionalnog programa stambenog zbrinjavanja.

4.9. Vidljivost donatora, RPSZ-a i Razvojne banke Vijeća Europe

Zemlja partner uključuje u sve svoje promotivne materijale vezane za Nacionalni program stambenog zbrinjavanja i svaki potprojekt u okviru istog, poveznicu da se financira iz Fonda RPSZ-a kojim upravlja Razvojna banka Vijeća Europe. Zemlja partner osigurava da se iz podataka danih medijima, korisnicima programa, i svih popratnih promotivnih materijala, službenih obavijesti, izvješća i publikacija, jasno raspoznaje da je potprojekt financiran iz Fonda RPSZ-a i na prikladan način prikazan logo RPSZ-a. Sve aktivnosti vezane uz vidljivost moraju biti u skladu s komunikacijskom politikom RPSZ-a koja je razvijena od strane Razvojne banke Vijeća Europe, a odobrena od strane donatora.

4.10. Zahtjevi za podacima

4.10.1. Podaci vezani za svaki potprojekt u okviru Nacionalnog programa stambenog zbrinjavanja

Zemlja partner se obvezuje (i) zadržati, na jednom mjestu, tijekom 6 (šest) godina od dana završetka pojedinog ugovora financiranog bespovratnim sredstvima ili potporom NPSZ-u sve uvjete samog ugovora, kao i svu dokumentaciju vezanu za proces nabave i izvršenja ugovora i (ii) osigurati da Razvojna banka Vijeća Europe može pregledati ugovorne dokumente koje je izvođač obavezan zadržati temeljem ugovora o nabavi.

Zemlja partner osigurava vođenje računovodstvenih evidencija o svakom potprojektu u okviru Nacionalnog programa stambenog zbrinjavanja ili bilo kojem projektu koji prima potporu NPSZ-a, koje su usklađene s međunarodnim standardima, te pokazuju, u svakom trenutku, stanje napretka (i) bilo kojeg potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja ili (ii) bilo kojeg projekta koji prima potporu NPSZ-a, te bilježe sve poduzete radnje, potkrijepljene izvornim dokazima i utvrđuju imovinu i usluge koje se financiraju uz pomoć bilo kojih bespovratnih sredstava ili potpore NPSZ-a.

Zemlja partner preuzima obvezu u razumnom roku odgovoriti na svaki zahtjev za podacima Razvojne banke Vijeća Europe i pružiti svu dokumentaciju koju Razvojna banka Vijeća Europe smatra nužnom i koju može zahtijevati, za pravilnu provedbu (i) sporazuma i bilo kojeg sporazuma o dodjeli bespovratnih sredstava, što se posebice odnosi na praćenje bilo kojeg potprojekta u okviru Nacionalnog programa

stambenog zbrinjavanja i uporabe bespovratnih sredstava i (ii) Sporazuma i bilo kojeg sporazuma o dodjeli potpore NPSZ-u, posebice što se tiče uporabe potpore NPSZ-u.

Zemlja partner trenutno obavještava Razvojnu banku Vijeća Europe o svakoj zakonskoj ili regulatornoj promjeni u gospodarskom sektoru koja je bitna za Nacionalni program stambenog zbrinjavanja, i, u općem smislu, o svim događajima koji bi mogli imati značajan negativan učinak na izvršenje njenih obveza sukladno ovom Sporazumu i bilo kojem sporazumu o dodjeli bespovratnih sredstava ili bilo kojem sporazumu o dodjeli potpore NPSZ-u. Svaki događaj ili propust u slučaju da se Razvojna banka Vijeća Europe ne izvijesti, može dovesti do obustave, otkazivanja ili trenutne obveze vraćanja bespovratnih sredstava ili potpore NPSZ-u. Prije nego što se takav zahtjev podnese, održat će se konzultacije između stranaka.

4.10.2. Izvješća o napretku potprojekata / Potpore NPSZ-u

Izvješća o napretku: Zemlja partner mora redovito pružati Razvojnoj banci Vijeća Europe informacije o napretku potprojekata i uporabi potpore NPSZ-u u obliku izvješća o napretku. Sporazumom o dodjeli bespovratnih sredstava definira se učestalost i rokovi u kojima je zemlja partner obvezna dostaviti Razvojnoj banci Vijeća Europe izvješće o napretku, počevši od potpisivanja bilo kojeg Sporazuma o dodjeli bespovratnih sredstava do datuma dovršetka cijelog potprojekata u okviru Nacionalnog programa stambenog zbrinjavanja.

Sporazumom o dodjeli potpore NPSZ-u definira se koliko često i kada zemlja partner upućuje Razvojnoj banci Vijeća Europe izvješće o napretku, gdje su učestalost izvještavanja i datumi u okviru Sporazuma o dodjeli potpore NPSZ-u i sporazuma o dodjeli bespovratnih sredstava jednaki. Do završnog roka za predaju izvještaja zemlja partner Razvojnoj banci Vijeća Europe predaje jedno sveobuhvatno izvješće o napretku o (i) napretku svih potprojekata u okviru Nacionalnog programa stambenog zbrinjavanja s obzirom na to koja su bespovratna sredstva isplaćena do tog datuma izvještavanja i (ii) uporabi svih potpora NPSZ-u isplaćenih do tog datuma izvještavanja.

Zemlja partner također šalje izvješće o napretku prije bilo kojeg zahtjeva za isplatu. Takva izvješća o napretku Razvojna banka Vijeća Europe treba smatrati zadovoljavajućim prije nego se izvrši bilo kakva isplata.

Svaki sporazum o dodjeli bespovratnih sredstava sadrži predložak s osnovnim podacima koje zahtijeva Razvojna banka Vijeća Europe za izvješće o napretku potprojekata, a svaki Sporazum o dodjeli potpore NPSZ-u sadrži predložak sa osnovnim podacima koje zahtijeva Razvojna banka Vijeća Europe za potporu NPSZ-u.

Izvješće o dovršetku: Svaki sporazum o dodjeli bespovratnih sredstava sadrži obvezu zemlje partnera da Razvojnoj banci Vijeća Europe predstavi izvješće o dovršetku koje uključuje ukupnu procjenu izvođenja potprojekata u odnosu na ciljeve, kao i procjenu uporabe bespovratnih sredstava.

Svaki Sporazum o dodjeli potpore NPSZ-u sadrži obvezu zemlje partnera da Razvojnoj banci Vijeća Europe podnese izvješće o dovršetku koje uključuje ukupnu procjenu uporabe potpore NPSZ-u.

Svako od ovih izvješća o dovršetku Razvojna banka Vijeća Europe mora smatrati zadovoljavajućim.

4.10.3. Završno izvješće o Nacionalnom programu stambenog zbrinjavanja

Po dovršetku sveukupnog Nacionalnog programa stambenog zbrinjavanja, da bi se izbjegla sumnja, zemlja partner mora predložiti završno izvješće Razvojnoj banci Vijeća Europe, izvještavajući o cjelovitosti svih potprojekata u okviru Nacionalnog programa stambenog zbrinjavanja koji su financirani bespovratnim sredstvima Fonda NPSZ-a, s procjenom gospodarskih, financijskih, društvenih i ekoloških učinaka Nacionalnog programa stambenog zbrinjavanja. Ovo završno izvješće Razvojna banka Vijeća Europe mora smatrati zadovoljavajućim.

4.10.4. Promatračke misije

Zemlja partner je suglasna prihvatiti sve promatračke misije koje provode djelatnici (i) Razvojne banke Vijeća Europe i (ii) bilo koji donator čiji doprinos Fondu NPSZ-a doprinosi Nacionalnom programu stambenog zbrinjavanja Republike Hrvatske, posebice Europske unije, ili (iii) vanjski konzultanti koje angažira Razvojna banka Vijeća Europe, te pružiti svu potrebnu suradnju za njihove promatračke misije, način da im olakša sve moguće terenske posjete potprojektima u okviru Nacionalnog programa stambenog zbrinjavanja.

4.10.5. Verifikacija troškova

Zemlja partner se obvezuje podnijeti Razvojnoj banci Vijeća Europe, prije isplate posljednje rate bespovratnih sredstava u okviru bilo kojeg sporazuma o dodjeli bespovratnih sredstava, izvješće o verifikaciji troškova koje obavlja vanjski revizor pri čemu je takav revizor odabran, i takvo izvješće pripremljeno u skladu s odrednicama navedenima u Prilogu F svakog sporazuma o dodjeli bespovratnih sredstava (svako takvo izvješće, „izvješće o verifikaciji troškova”) zadovoljavajuće za Razvojnu banku Vijeća Europe. Svako izvješće o verifikaciji troškova izrađuje vanjski revizor ugovoren od strane zemlje partnera sukladno smjernicama za nabavu Razvojne banke Vijeća Europe i predmet je prethodnog odobrenja Razvojne banke Vijeća Europe.

4.10.6. Revizija

Bespovratna sredstva: Zemlja partner suglasna je primati svaku reviziju koju provode djelatnici Razvojne banke Vijeća Europe i (ii) bilo koji donatori čiji doprinos Fondu NPSZ-a doprinosi Nacionalnom programu stambenog zbrinjavanja Republike Hrvatske, posebice Europske unije, uključujući njen Revizorski sud, ili(iii) vanjske revizore angažirane od strane Razvojne banke Vijeća Europe, te pružiti potrebnu suradnju za provođenje revizije, olakšati terenske posjete potprojektima u okviru Nacionalnog programa stambenog zbrinjavanja. Posebice, Razvojna banka Vijeća Europe i bilo koji donator čiji doprinos Fondu NPSZ-a doprinosi Nacionalnom programu stambenog zbrinjavanja Republike Hrvatske, posebice Europska unija, uključujući njen Revizorski sud, Europski ured za borbu protiv prijevara (OLAF), Europsku komisiju i druga nadležna tijela Europske unije, mogu na terenu izvršiti reviziju svakog potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja od strane jednog ili više konzultanata po svom izboru, i u slučaju svakog neispunjenja obveza zemlje partnera u okviru ovog Sporazuma.

Potpore NPSZ-u: zemlja partner suglasna je primati svaku reviziju koju provode djelatnici Razvojne banke Vijeća Europe i Europske unije, uključujući njen Revizorski sud, Europski ured za borbu protiv prijevara (OLAF), Europsku komisiju i druga nadležna tijela EU-a, ili vanjske revizore koje angažira Razvojna banka Vijeća Europe, te pružiti svu potrebnu potporu za provođenje revizije.

4.10.7. Srednjoročna analiza i završna procjena Nacionalnog programa stambenog zbrinjavanja

Zemlja partner suglasna je primati sve misije koje obavljaju vanjski konzultanti angažirani od strane Razvojne banke Vijeća Europe, a koji, u skladu sa stavkom 3.9 Općih uvjeta, imaju dužnost izvršiti (i)

srednjoročnu analizu Nacionalnog programa stambenog zbrinjavanja, ako Skupština donatora tako odluči na sredini provedbe Nacionalnog programa stambenog zbrinjavanja i (ii) završnu procjenu rezultata Nacionalnog programa stambenog zbrinjavanja po završetku Nacionalnog programa stambenog zbrinjavanja, pri čemu, za izbjegavanje sumnje, cjelokupnost svih potprojekata u okviru Nacionalnog programa stambenog zbrinjavanja koji su primili bespovratna sredstva Fonda NPSZ-a bila bi predmetom (i) analize na sredini provedbe projekta i/ili (ii) konačne ocjene, ovisno o slučaju.

Članak 5. Prestanak obveza zemlje partnera

Sukladno svim bespovratnim sredstvima po:

- isplati od strane Razvojne banke Vijeća Europe cjelokupnih bespovratnih sredstava sukladno sporazumu o dodjeli bespovratnih sredstava; i
- punoj iskorištenosti bespovratnih sredstava, ili eventualnom povratu na račun Fonda NPSZ-a bilo kojeg iznosa koji je ostao neutrošen na datum završetka odnosno potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja; i
- predavljanju izvješća o završetku potprojekta (kako je određeno u okviru sporazuma o dodjeli bespovratnih sredstava) od strane zemlje partnera Razvojnoj banci Vijeća Europe i odobrenja takvog izvješća o završetku od strane Razvojne banke Vijeća Europe sukladno sporazumu o dodjeli bespovratnih sredstava; i

S obzirom na posljednju dodjelu bespovratnih sredstava po:

- predavljanju (i) izvješća o završetku posljednjeg potprojekta (kako je određeno u okviru posljednjeg sporazuma o dodjeli bespovratnih sredstava od strane zemlje partnera Razvojnoj banci Vijeća Europe i odobrenju tog izvješća o završetku od strane Razvojne banke Vijeća Europe sukladno posljednjem sporazumu o dodjeli bespovratnih sredstava i (ii) završnog izvješća o cjelokupnom Nacionalnom programu stambenog zbrinjavanja, kako bi se izbjegla sumnja, koje izvještava o cjelokupnosti svih potprojekata u okviru Nacionalnog programa stambenog zbrinjavanja koji su primili bespovratna sredstva Fonda RPSZ-a (kako je određeno u okviru posljednjeg sporazuma o dodjeli bespovratnih sredstava) od strane zemlje partnera Razvojnoj banci Vijeća Europe i odobrenja završnog izvješća od strane Razvojne banke Vijeća Europe sukladno posljednjem sporazumu o dodjeli bespovratnih sredstava,

Zemlja partner je u cijelosti oslobođena svojih obveza prema Razvojnoj banci Vijeća Europe, uz izuzetak onih navedenih u članku 4. stavcima 4.10.1, 4.10.4 i 4.10.6 iznad za potrebe procjene rezultata Nacionalnog programa stambenog zbrinjavanja kako je navedeno u članku 4. prema stavku 4.10.7.

Članak 6. Izjave i jamstva

Zemlja partner izjavljuje i jamči:

- da je ovlaštena sklopiti Sporazum te da je potpisniku (potpisnicima) dala ovlaštenje za isto, u skladu sa zakonima, uredbama, propisima i drugim aktima koji su na njega primjenjivi.
- da izrada i izvršenje Sporazuma nisu u suprotnosti sa zakonima, uredbama, propisima i drugim aktima koji su na njega primjenjivi.

Članak 7. Posljedice neispunjavanja uvjeta

Bespovratna sredstva: U slučaju (i) neispunjavanja uvjeta za korištenje bespovratnih sredstava navedenih u članku 2 iznad i/ili (ii) bilo kojeg kršenja klauzula iz članka 4. stavaka 4.2., 4.3., 4.4. i 4.5. iznad, Razvojna banka Vijeća Europe zadržava pravo obustaviti, otkazati ili zatražiti hitan povrat bespovratnih sredstava. Prije nego što se takav zahtjev podnese, održat će se konzultacije između stranaka.

Članak 8. Odnosi s trećim stranama

Zemlja partner se ne može pozvati ni na jednu činjenicu koja se odnosi na odnose s trećim stranama u okviru korištenja bespovratnih sredstava ili potpore NPSZ-a, s ciljem izbjegavanja cjelokupnog ili djelomičnog ispunjenja obveza koje proizlaze iz Sporazuma i bespovratnih sredstava ili potpore NPSZ-u.

Razvojna banka Vijeća Europe ne može biti uključena u sporove koji bi mogli nastati između zemlje partnera i trećih strana, a troškovi, bez obzira na njihovu vrstu, koje Razvojna banka Vijeća Europe pretrpi zbog bilo kakvih potraživanja, osobito pravnih i sudskih troškova, bit će na teret zemlje partnera.

Članak 9. Tumačenje Sporazuma

Naslovi stavaka, odjeljaka i poglavlja sporazuma ne koriste se u svrhu njegovog tumačenja. Ni u kojem slučaju ne smije se pretpostaviti da se Razvojna banka Vijeća Europe prešutno odrekla bilo kojeg prava odobrenog ovim Sporazumom.

U odnosu na bilo koje bespovratno sredstvo ili potporu, gdje postoji proturječnost između bilo koje odredbe ovog Sporazuma, i bilo koje odredbe sporazuma o dodjeli bespovratnih sredstava ili sporazuma o dodjeli potpore NPSZ-u, ovisno o slučaju, mjerodavne su odredbe sporazuma o dodjeli bespovratnih sredstava ili sporazuma o dodjeli potpore NPSZ-u, ovisno o slučaju.

Članak 10. Izmjene i dopune

Ovaj Sporazum može biti izmijenjen pisanom izmjenom i dopunom sklopljenom između CEB-a i zemlje partner.

Članak 11. Rješavanje sporova

Svaki spor koji proizlazi iz ili je u vezi sa Sporazumom, uključujući njegovo postojanje, valjanost, tumačenje ili prestanak, rješavat će se mirnim putem između stranaka.

U slučaju neuspjelog mirnog rješenja, sporovi između stranaka u odnosu na Sporazum u vezi s bilo kojim bespovratnim sredstvom ili potporom NPSZ-a, ovisno o slučaju, podložni su arbitraži prema uvjetima propisanim u Prilogu 6. ovoga Sporazuma.

U svrhe Priloga 6., u kontekstu bespovratnih sredstava ili potpore NPSZ-u, ovisno o slučaju, sljedeći izrazi glase kako slijedi:

- „zajmovi” se brišu i zamjenjuju se s „bespovratna sredstva” ili „potpore NPSZ-u“, ovisno o slučaju;
- „sporazum o dodjeli zajma i, gdje je primjenjivo, sporazum o jamstvu” i „ugovor o zajmu ili ugovor o jamstvu” se brišu i zamjenjuju se sa „sporazum o dodjeli bespovratnih sredstava” ili „sporazum o dodjeli potpore NPSZ-u”, ovisno o slučaju; i
- „dužnik” i „dužnik ili jamac (ako postoji)” se briše i zamjenjuje se sa „zemlja partner”.

Članak 12. Izvršenje arbitražne odluke

Ugovorne stranke su suglasne da neće koristiti nikakve povlastice, imuniteta ili zakonsko pravo pred bilo kojim sudbenim ili kakvim drugim ovlaštenim tijelom, bilo domaćim bilo međunarodnim, kako bi se

suprotstavilo izvršenju provedbe odluke donesene prema uvjetima propisanim u Prilogu 6. ovoga Sporazuma.

Članak 13. Obavijesti

Sve obavijesti ili druga priopćenja dana ili učinjena prema ovom Sporazumu Razvojnoj banci Vijeća Europe ili zemlji partneru, moraju biti u pisanom obliku i smatra se da su propisno dostavljene ili podnesene ukoliko su dostavljene osobno, zračnom poštom ili telefaksom od jedne stranke drugoj na adresu te stranke, kako je navedeno niže.

Za zemlju partnera:

Državni ured za obnovu i stambeno zbrinjavanje
Radnička 22, 10 000 Zagreb
Hrvatska

Na pažnju: predstojnica Državnog ureda

Fax: 00 385 1 6184707

Za Banku Vijeća Europe:

Council of Europe Development Bank
55 avenue Kléber
75116 Paris, France

Attention: Uprava za zajmove i društveni razvoj, Upravitelj RHP

Fax: +33.1.4755.3752

E-mail: ceb-RHP@coebank.org

Sva priopćenja dana ili učinjena, da bi se izbjegla sumnja uključujući sva izvješća o napretku, sva izvješća o završetku i završno izvješće, su na engleskom ili francuskom jeziku, ili, ako su na nekom drugom jeziku, popraćena su ovjerenim prijevodom na engleski ili francuski jezik, kada to zahtijeva Razvojna banka Vijeća Europe.

Članak 14. Stupanje na snagu

Nakon njegovog potpisivanja od strane Razvojne banke Vijeća Europe i zemlje partnera, Sporazum stupa na snagu prvog dana mjeseca nakon datuma na koji je Republika Hrvatska obavijestila Razvojnu banku Vijeća Europe o okončanju unutrašnjih postupaka potrebnih u tu svrhu.

Ovaj sporazum se privremeno primjenjuje od datuma potpisivanja.

Članak 15. Izvornici Sporazuma

Sporazum je sastavljen u dva izvornika na engleskom jeziku, od kojih je svaki jednako vjerodostojan.

Svaka ugovorna stranka zadržava po jedan izvornik.

U POTVRDU TOGA, niže potpisani, za to propisno ovlašteni, potpisali su ovaj Sporazum.

Za REPUBLIKU HRVATSKU

Za RAZVOJNU BANKU VIJEĆA EUROPE

Mjesto i datum

Mjesto i datum

Potpis

Potpis

Ime i funkcija velikim tiskanim slovima

Ime i funkcija velikim tiskanim slovima

Prilog 1. : Opis Nacionalnog programa stambenog zbrinjavanja u okviru Regionalnog programa stambenog zbrinjavanja¹

**Zajednički regionalni program trajnih rješenja za izbjeglice i raseljene osobe
Nacionalni program stambenog zbrinjavanja Bosne i Hercegovine, Crne Gore,
Republike Hrvatska i Republike Srbije**

Vežano za "Zajednički regionalni program trajnih rješenja za izbjeglice i raseljene osobe – okvirni program", koji je sastavni dio zajedničke ministarske Deklaracije potpisane 7. studenog 2011. godine, RPSZ ima za cilj stvaranje dobiti za otprilike 74.000 osoba ili 27.000 kućanstava i njegov trošak se procjenjuje na oko 584,000.000 eura tijekom petogodišnjeg razdoblja. RPSZ obuhvaća četiri Nacionalna programa stambenog zbrinjavanja, od kojih svaki provodi nadležna zemlja partner u nekoliko potprojekata te u nekoliko faza. Daljnje informacije o NPSZ-u, kako je opisano u "Zajedničkom regionalnom programu trajnih rješenja za izbjeglice i raseljene osobe – okvirni program", navedene su u tablicama u nastavku.

Tablica 1. Populacija korisnika po kategoriji i državi

Država	BIH		CRNA GORA		HRVATSKA		SRBIJA		ZEMLJE REGIJE UKUPNO	
	Kućanstva	Osobe	Kućanstva	Osobe	Kućanstva	Osobe	Kućanstva	Osobe	Kućanstva	Osobe
I	250	800	305	1,061	242	461	400	750	1,197	3,072
II	350	900	111	300	307	518	16,380	44,250	17,148	45,968
III	2,400	5,000	-	-	2,747	7,032	-	-	5,147	12,032
IV	-	-	-	-	245	518	-	-	245	518
V	2,400	7,300	-	-	-	-	-	-	2,400	7,300
VI	-	-	761	4,702	-	-	-	-	761	4,702
I - VI	5,400	14,000	1,177	6,063	3,541	8,529	16,780	45,000	26,898	73,592

*NPSZ obuhvaća šest kategorija korisnika, odnosno:

- **KATEGORIJA I** uključuje sve izbjeglice od 1991. do 1995. godine, neovisno o njihovom statusu, koji su smješteni u kolektivnim centrima ili drugim oblicima organiziranog smještaja, bilo formalnim ili neformalnim.
- **KATEGORIJA II** uključuje sve ranjive izbjeglice od 1991. do 1995. godine, smještene u privatnom smještaju i sve bivše nositelje stanarskog prava bez trajnog rješenja u njihovoj zemlji podrijetla ili zemlji prihvata. Za potrebe zajedničkog programa, kriteriji ranjivosti koje primjenjuje UNHCR u zemljama regije, također se trebaju koristiti ovdje.
- **KATEGORIJA III** uključuje sve ranjive skupine povratnika u Bosnu i Hercegovinu i Hrvatsku i sve ranjive skupine povratnika koji su se već vratili u Hrvatsku, ali nisu trajno stambeno zbrinuti bilo u zemlji porijekla ili u zemlji prihvata.
- **KATEGORIJA IV** odnosi se na raseljene osobe smještene u organiziranom i privatnom smještaju u Hrvatskoj.

1

Radi izbjegavanja sumnje, podaci utvrđeni u tablicama u ovom Prilogu 1 su samo indikativni te može biti neke razlike u odnosu na njih i stvarne brojke nakon provedbe RPSZ-a.

- **KATEGORIJA V** obuhvaća ranjive raseljene osobe izvan kolektivnih centara u Bosni i Hercegovini.
- **KATEGORIJA VI** obuhvaća ranjive raseljene osobe u Crnoj Gori iz 1999. godine. Riječ je o posebnom dogovoru između zemalja sudionica budući da zajednički program u drugim zemljama obuhvaća samo izbjeglice iz razdoblja 1991. do 1995. godine.

Tablica 2. Indikativni vremenski okvir provedbe i indikativni izvori financiranja

Vremenski okvir/ Država	1. godina	2. godina	3. godina	4. godina	5. godina	Ukupno		Nacionalna sredstva		Donatorska sredstva	
						100 EURO	Omjer	100 EURO	Omjer	100 EURO	Omjer
BiH	2%	49%	49%	-		101,043	17%	15,150	15%	85,893	85%
Crna Gora	-	45%	34%	21%		27,696	5%	4,154	15%	23,542	85%
Hrvatska	33%	34%	33%	-		119,703	21%	29,926	25%	89,777	75%
Srbija	10%	26%	26%	25%	14%	335,220	57%	33,522	10%	301,698	90%
Ukupno u 1000 EURO	76,301	139,771	185,018	89,546	46,025	588,661	100%	82,752	14%	500,909	86%
Omjer	13%	33%	32%	15%	8%	100%					

* Doprinosi države se sastoje od sredstava koje će svaka zemlja osigurati za dovršetak projekta, uključujući infrastrukturno opremljena zemljišta, povezanost sa glavnim i pomoćnim infrastrukturnim objektima, tehničku valjanost građevine, razne dozvole, nadzor nad izvođenjem radova, kao i određeni financijski doprinos za druge aktivnosti koje proizlaze iz projekta.

Prilog 2.: Opći uvjeti



OPĆI UVJETI

FONDA ZA REGIONALNI PROGRAM STAMBENOG ZBRINJAVANJA

Datum: 24. rujna 2012.

Sadržaj

1. OPĆE ODREDBE	3
1.1 Definicije.....	4
1.2 Svrha Fonda RPSZ-a.....	6
1.3 Kriteriji prihvatljivosti <u>zahtjeva za dodjelu bespovratnih sredstava</u>	6
1.4 Primjena Općih uvjeta.....	8
2. SREDSTVA FONDA	9
2.1 Sredstva Fonda.....	9
2.2 Doprinosi.....	9
2.3 Plaćanje doprinosa.....	9
2.4 Namjena doprinosa.....	10
2.5 Potvrda upravitelja Fonda o doprinosima.....	10
2.6 Odvajanje sredstava.....	10
3. UPRAVLJANJE I ADMINISTRACIJA FONDA RPSZ-a	10
3.1 Opća načela upravljanja.....	10
3.2 Skupština donatora.....	11
3.3 Tehnički odbor.....	13
3.4 Upravljanje i administracija Fonda RPSZ-a - uloga upravitelja Fonda.....	13
3.5 Uloga tajništva RPSZ-a.....	14
3.6 Naknada za upravljanje.....	15
3.7 Naknada za račun Fonda.....	15
3.8 Računi i revizija.....	16
3.9 Politike i procedure koji se primjenjuju za dodjelu bespovratnih sredstava koja su odobrena za financiranje sredstvima iz Fonda.....	16
3.10 Odgovornosti.....	17
3.11 Pregled.....	17
4. PRESTANAK	18
4.1 Prestanak sporazuma o sufinanciranju.....	18
4.2 Prestanak rada Fonda RPSZ-a.....	18
4.3 Raspodjela sredstava pri prestanku rada Fonda RPSZ-a.....	19
4.4 Raspodjela sredstava iz Fonda pri raskidu sporazuma o sufinanciranju.....	19
5. PRIOPĆENJA I OBAVIJESTI	20
6. IZMJENE	20
7. RJEŠAVANJE SPOROVA	20
7.1 Sporovi s članovima Razvojne banke Vijeća Europe.....	20
7.2 Sporovi s nečlanovima Razvojne banke Vijeća Europe.....	20
<u>DODATAK – OBRAZAC PRISTUPNOG SPORAZUMA</u>	22
<u>DODATAK I – OBRAZAC SPORAZUMA O SUFINANCIRANJU</u>	25

OPĆI UVJETI

FONDA ZA REGIONALNI PROGRAM STAMBENOG ZBRINJAVANJA

BUDUĆI DA

- (A) „Zajednički regionalni program o trajnim rješenjima za izbjeglice i interno raseljene osobe“ („**Regionalni program stambenog zbrinjavanja** ili **RPSZ**“) je zajednička inicijativa Bosne i Hercegovine, Republike Hrvatske, Crne Gore i Republike Srbije (u daljnjem tekstu svaka „**zemlja partner**“, zajedno „**zemlje partneri**“).
- (B) Cilj ove regionalne inicijative, koja je sastavni dio „Sarajevskog procesa o izbjeglicama i raseljenim osobama“ započetog 2005. godine, ponovno pokrenutog na Beogradskoj konferenciji u ožujku 2010. godine, kojoj su se zemlje partneri ponovno obvezale u studenom 2011. godine Beogradskom deklaracijom, je pridonijeti rješavanju situacije dugotrajne raseljenosti najugroženijih izbjeglica i raseljenih osoba (RO) nakon sukoba u razdoblju od 1991. do 1995. godine na državnom području bivše Jugoslavije, uključujući interno raseljene osobe (IRO) u Crnoj Gori od 1999. godine, između ostalog, osiguravajući im trajna rješenja stambenog zbrinjavanja.
- (C) Cilj RPSZ-a jest dobrobit za otprilike 74,000 osoba ili 27,000 kućanstava, a njegov trošak se procjenjuje na oko 584 milijuna eura tijekom petogodišnjeg razdoblja. RPSZ obuhvaća četiri nacionalna stambena projekta, jedan u svakoj zemlji partneru za čiju će provedbu biti nadležna zemlja partner kroz nekoliko podprojekata i u nekoliko faza (dalje u tekstu svaki „**Nacionalni program stambenog zbrinjavanje**“).
- (D) Regionalna inicijativa, kao dio cjelokupnog „Sarajevskog procesa“, odobrena je od međunarodne zajednice, uključujući Europsku uniju zastupanu po Europskoj komisiji („**Komisija**“), Sjedinjenih Američkih Država („**SAD**“), Razvojne banke Vijeća Europe („**CEB**“), Visokog povjerenika Ujedinjenih naroda za izbjeglice („**UNHCR**“) i Organizacije za europsku sigurnost i suradnju („**OESS**“).
- (E) Na donatorskoj konferenciji, održanoj u Sarajevu, 24. travnja 2012. godine („**Donatorska konferencija**“), Komisija, Vlada SAD-a, Njemačka, Italija, Kraljevina Norveška, Švicarska Federacija, Kraljevina Danska, Turska, Luksemburg, Cipar, Češka, Rumunjska, Mađarska, Slovačka i bivša Visoka povjerenica Ujedinjenih naroda za izbjeglice gđa. Sadako Ogata, obvezali su se dati doprinos Regionalnom programu stambenog zbrinjavanja u ukupnom iznosu od 261 milijun eura.
- (F) Razvojna banka Vijeća Europe (CEB) utemeljena je 16. travnja 1956. godine usvajanjem svoga Statuta („**Statut**“), izmijenjenog i dopunjenog od strane Odbora ministara Vijeća Europe, tijela za donošenje odluka Vijeća Europe, a ima svoje korijene u Djelomičnom sporazumu izvorno sklopljenom između osam država članica Vijeća Europe. Razvojnem bankom Vijeća Europe upravlja se Trećim protokolom Općeg sporazuma o povlasticama i imunitetima Vijeća Europe od 6. ožujka 1959. godine („**Treći protokol**“), Statutom i propisima donesenim na temelju Statuta.

- (G) Razvojna banka Vijeća Europe je ovlaštena prema članku 7. stavku 3. Statuta otvarati i upravljati povjerljivim računima i takvi računi mogu primiti doprinose od strane Razvojne banke Vijeća Europe, članova Razvojne banke Vijeća Europe i Vijeća Europe.
- (H) Sudjelovanje Razvojne banke Vijeća Europe u RPSZ-u i osnivanje fonda pod nazivom „Fond za regionalni programa stambenog zbrinjavanja“ („**Fond RPSZ-a**“) odobreno je 27. siječnja 2012. godine od strane Upravnog vijeća Razvojne banke Vijeća Europe prema Odluci br. 1543 (2012)
- (I) Prema Odluci br. 399 (2012) njezinog Upravnog odbora od 30. ožujka 2012. godine, Razvojna banka Vijeća Europe je ovlaštena primiti dobrovoljne priloge nečlanica Razvojne banke Vijeća Europe i međunarodnih institucija u okviru Regionalnog programa stambenog zbrinjavanja.
- (J) U okviru RPSZ-a, Razvojna banka Vijeća Europe ima ulogu tajništva, upravitelja Fonda i financijske institucije kako je i objašnjeno u nastavku ovog dokumenta.
- (K) Naknada za upravljanje Razvojnomo bankom Vijeća Europe (kao što je određeno u niže navedenom stavku 3.6.) određena je na način da pokriva, zajedno s dvostranim doprinosima koje Razvojna banka Vijeća Europe prima izravno od Komisije, ukupan iznos troškova upravljanja Razvojne banke Vijeća Europe u odnosu na RPSZ do završetka programa (kao što je dalje određeno u niže navedenom stavku 4.2. (a)).

PREMA TOME, i u skladu s ovim Općim uvjetima, Razvojna banka Vijeća Europe prihvaća upravljati Fondom RPSZ- a.

1. OPĆE ODREDBE

1.1 Definicije

U smislu ovih Općih uvjeta, svaki od niže utvrđenih pojmova imasljedeće značenje, osim ako sadržaj ne zahtijeva drugačije:

„**pristupni sporazum RPSZ-a**” znači sporazum sklopljen između svakog donatora i upravitelja Fonda, temeljem kojeg stranke prihvaćaju da su Općim uvjetima definirana pravila upravljanja Fondom RPSZ-a;

„**skupština donatora**“ znači Skupštinu donatora opisanu u stavku 3.2. ovih Općih uvjeta;

„**smjernice za nabavu Razvojne banke Vijeća Europe**“ znače „smjernice za javnu nabavu roba, radova i usluga“ **Razvojne banke Vijeća Europe** i dostupne su na internetskoj stranici **Razvojne banke Vijeća Europe**: www.coebank.org;

„**politika javne objave informacija Razvojne banke Vijeća Europe**“ znači politiku javne objave informacija **Razvojne banke Vijeća Europe** koja je dostupna na internetskoj stranici **Razvojne banke Vijeća Europe** : www.coebank.org;

„**doprinos/i**“ znači/e sredstva namijenjena Fondu RPSZ-a, koji su predmet sporazuma o sufinanciranju, u skladu s uvjetima koji se u njemu navode, kao što je opisano u stavku 2.2. ovih Općih uvjeta;

„**sporazum o sufinanciranju**“ znači pisani ugovor ili sporazum između donatora i Razvojne banke Vijeća Europe, koji određuje iznos doprinosa od strane donatora, valutu tog doprinosa, datum/e i način uplate na račun Fonda, i koji može sadržavati druge administrativne točke u vezi upravljanja u slučaju da se takve zahtijevaju i koje su odobrene Općim uvjetima, te koje su u obliku priloga ugovoru o sufinanciranju;

„**donator/i**“ znači/e bilo koju državu i/ili instituciju koja je dala prilog Fondu RPSZ-a;

„**grupa donatora**“ znači grupu donatora čiji zajednički prilog iznosi 5,000,000 € ili više;

„**datum stupanja na snagu**“ znači datum primitka prvog financijskog priloga u Fond RPSZ-a, kao što je i Razvojna banka Vijeća Europe potvrdila donatorima koji su na taj datum sklopili sporazum o sufinanciranju.

„**euro**“, „**€**“, „**euro**“ i „**EUR**“ znači važeću valutu i sredstvo plaćanja država članica Europske unije koje su usvojile jedinstvenu valutu u skladu sa sporazumom o funkcioniranju Europske unije (UFEU);

„**financijska institucija**“ znači Razvojna banka Vijeća Europe u svome svojstvu financijske institucije u kojoj se(i) procjenjuju zahtjevi za dodjelu bespovratnih sredstava i/ili zahtjevi za zajam, (ii) isplaćuju sredstva zemljama partnerima, (iii) odobravaju zajmovi, u skladu s uvjetima financiranja Razvojne banke Vijeća Europe koji moraju biti ispunjeni, (iv) nadgleda provedbu podprojekata u okviru Nacionalnog programa stambenog zbrinjavanja koji se financiraju ili bespovratnim sredstvima i zajmovima ili bespovratnim sredstvima;

„**račun fonda**“ znači račun/e i, ukoliko je primjenjivo, na podračun/e, koji su otvoreni i koje vodi upravitelj Fonda u računovodstvenim evidencijama Razvojne banke Vijeća Europe, na koje će se prenositi doprinosi i iz kojih će po potrebi upravitelj Fonda isplaćivati sredstva;

„**upravitelj Fonda**“ znači Razvojna banka Vijeća Europe u svome svojstvu upravitelja Fonda kako je i opisano u niže navedenom stavku 3.4.;

„**sredstva iz Fonda**“ znače doprinose uplaćene u Fond RPSZ-a i na druge prihode, kako je i opisano u stavku 2.1. ovih Općih uvjeta;

„**opći uvjeti**“ znače Opće uvjete Fonda RPSZ-a koji se navode u ovom dokumentu;

„**bespovratna sredstva**“ znače sva ulagačka sredstva koja isplaćuje financijska institucija sredstvima iz Fonda zemljama partnerima za bilo koji podprojekt u okviru Nacionalnog programa stambenog zbrinjavanja, koji je u skladu s odlukom Skupštine donatora i ispunjava kriterije prihvatljivosti navedene u stavku 1.3. ovih Općih uvjeta;

„**zahtjev za dodjelu bespovratnih sredstava**“ znači zahtjev za dodjelu bespovratnih sredstava bilo koje zemlje partnera;

„**kriteriji za ocjenjivanje zahtjeva za dodjelu bespovratnih sredstava**“ znače kriterije za ocjenjivanje zahtjeva za dodjelu bespovratnih sredstava, kako se i opisuje u stavku 1.3. (f) ovih Općih uvjeta;

„**najmanji iznos početnog doprinosa**“ znači najmanji iznos u visini od 250,000 € u odnosu na početni doprinos svakog donatora;

„**zajam**“ znači zajam za financiranje bilo kojeg podprojekta u okviru Nacionalnog programa stambenog zbrinjavanja koji će biti isplaćen određenoj zemlji partneru nakon odluke i od strane Razvojne banke Vijeća Europe.

„**zahtjev za zajam**“ znači zahtjev bilo koje zemlje partner koji će biti isplaćen određenoj zemlji partneru za financiranje bilo kojeg podprojekta u okviru Nacionalnog programa stambenog zbrinjavanja nakon odluke i od strane Razvojne banke Vijeća Europe;

„**jedinica za provedbu projekta**“ znači bilo koju jedinicu koja provodi podprojekte u okviru Nacionalnog programa stambenog zbrinjavanja;

„**regionalni koordinacijski forum**“ znači regionalni koordinacijski forum koji koordinira aktivnosti RPSZ-a u zemljama partnerima;

„**tajništvo RPSZ-a**“ znači Razvojnu banku Vijeća Europe u njezinom svojstvu tajništva RPSZ-a, kao što je opisano u stavku 3.5. ovih Općih uvjeta;

„**upravni odbor RPSZ-a**“ znači Upravni odbor RPSZ-a koji obuhvaća zemlje partnere, UNHCR, OESS, donatore i tajništvo RPSZ-a;

„**najmanji iznos slijedećeg doprinosa**“ znači najmanji iznos slijedećeg doprinosa u visini od 250,000 € u odnosu na svaki naknadni doprinos svakog donatora;

„**tehnički odbor**“ znači tehnički odbor, kao što je opisano u stavku 3.3. ovih Općih uvjeta;

„**američki dolar**“, „**\$**“, ili „**USD**“ znači valutu američki dolar.

1.2 Svrha Fonda RPSZ-a

- (a) Svrha Fonda Regionalnog programa stambenog zbrinjavanja je dodjeljivanje sredstava iz fonda u okviru Regionalnog programa stambenog zbrinjavanja, za sljedeće svrhe:
 - (i) za pružanje pomoći u obliku bespovratnih sredstava;
 - (ii) za ostale aktivnosti predložene od strane tehničkog odbora, odobrene s vremena na vrijeme i od strane Skupštine donatora;
- (b) Zahtjeve za dodjelu bespovratnih sredstava podnose svaka zemlja partner putem tajništva RPSZ-a i podložni su procjeni tehničkog odbora nakon prethodne procjene financijske institucije. Dodjela sredstava Fonda za financiranje takvih podprojekata u okviru Nacionalnog programa stambenog zbrinjavanja predmet je odluke u tu svrhu koju donosi Skupština donatora u skladu s postupkom donošenja odluka koji se navodi u stavku 3.2. (g).
- (c) Sredstva Fonda koriste se za plaćanje (i) naknade za upravljanje u skladu s stavkom 3.5., (ii) troškova revizije financijskih izvještaja Fonda RPSZ-a u skladu s stavkom 3.8. (b) i troškova povrata sredstava u skladu s stavkom 3.4. (c) ovih Općih uvjeta.

1.3 Kriteriji prihvatljivosti zahtjeva za dodjelu bespovratnih sredstava

Kako bi zadovoljili uvjete za primanje pomoći od strane Fonda RPSZ-a, zahtjevi za dodjelu bespovratnih sredstava u skladu su sa sljedećim kriterijima („**kriteriji prihvatljivosti**“):

- (a) *zemljopisna pokrivenost*: podprojekti u okviru bilo kojeg Nacionalnog programa stambenog zbrinjavanja moraju se provoditi na teritoriju zemalja partnera.
- (b) *prihvatljivi korisnici*: podprojekti u okviru bilo kojeg Nacionalnog programa stambenog zbrinjavanja moraju doprinijeti rješavanju pitanja izbjeglica i/ili raseljenih osoba, uključujući i interno raseljene osobe u Crnoj Gori od 1999., u zemljama partnerima koje pripadaju jednoj od sljedećih šest kategorija („**korisnici**“):
 - (i) Kategorija I: Sve izbjeglice obuhvaćene razdobljem od 1991.-1995. godine bez obzira na njihov status, koje su smještene u jedinice organiziranog smještaja ili u druge oblike organiziranog smještaja, bilo formalnog ili neformalnog.
 - (ii) Kategorija II: Sve izbjeglice obuhvaćene razdobljem od 1991.-1995. godine koje su smještene u privatnom smještaju i svi bivši nositelji stanarskog prava, bez trajnog rješenja u njihovoj zemlji podrijetla ili zemlji prihvata. Za potrebe RPSZ-a kriteriji ranjivosti koji su primijenjeni od strane UNHCR-a u zemljama u regiji također će se primjenjivati i ovdje.
 - (iii) Kategorija III: Svi povratnici u Bosnu i Hercegovinu i Hrvatsku i svi povratnici koji su se već vratili u Hrvatsku, ali koji nemaju trajno rješenje ili u zemlji podrijetla ili u zemlji prihvata.
 - (iv) Kategorija IV: Raseljene osobe smještene u jedinicama organiziranog smještaja privatnim smještajima u Hrvatskoj.
 - (v) Kategorija V: Ugrožene raseljene osobe van jedinica organiziranog smještaju Bosni i Hercegovini.
 - (vi) Kategorija VI: Ugrožene osobe raseljene u Crnoj Gori od 1999. godine. Ova kategorija posebno je dogovorena između zemalja partnera s obzirom da se Regionalni program stambenog zbrinjavanja u drugim zemljama bavi samo izbjeglicama u razdoblju od 1991. – 1995.godine.
- (c) *Prihvatljiva stambena rješenja*: Podprojekti u okviru bilo kojeg Nacionalnog programa stambenog zbrinjavanja moraju pružiti korisnicima trajna stambena rješenja. Trajna stambena rješenja obuhvaćaju:
 - (i) dodjeljivanje stanova i kuća putem izgradnje, obnove, restauriranja ili kupnje;
 - (ii) dodjeljivanje građevinskog materijala;
 - (iii) smještaj u ustanovama socijalne skrbi.

Izbjeglice i raseljene osobe imaju izbor dobrovoljnog povratka i reintegraciju u njihovo mjesto podrijetla, ili integracije u njihovo mjesto trenutnog boravišta.

- (d) *Prihvatljivi troškovi:* u nastavku slijedi neiscrpan popis troškova u okviru podprojekata koji su prihvatljivi:
- (i) troškovi istraživanja (tehnički, ekonomski ili komercijalni, inženjerski), kao i troškovi stručnog nadzora podprojekata;
 - (ii) priprema zemljišta;
 - (iii) izgradnja/obnova/modernizacija ili kupnja zgrada ili nabava građevinskog materijala koji je izravno povezan s podprojektima;
 - (iv) osiguranje osnovnih infrastrukturnih radova, kao što su kanalizacija, vodovod, struja i telekomunikacijske mreže, odlaganje otpada, otpadne vode, ceste, itd.;
 - (v) kupnja materijala i opreme;
 - (vi) pričuvna sredstva za nepredviđene troškove (tehničke i/ili rast cijena) u odnosu na moguće promjene u obujmu posla, u vrsti i količini opreme koju je potrebno kupiti ili u načinu provedbe podprojekata koje mogu predstavljati do 10 posto ukupnog troška podprojekta.
- (e) *Neprihvatljivi troškovi:* u nastavku slijedi neiscrpan popis troškova podprojekata koji nisu prihvatljivi:
- (i) stjecanje zemljišta;
 - (ii) financijski troškovi ulaganja (plaćanje dugova, refinanciranje, kamate i sl.);
 - (iii) porez na dodanu vrijednost koji se plaća u zemljama članicama Europske Unije ili u zemljama partnerima, te
 - (iv) svi ostali troškovi koji nisu u skladu s politikom zajmova i financiranja projekata Razvojne banke Vijeća Europe.
- (f) *Kriteriji za ocjenjivanje zahtjeva za dodjelu bespovratnih sredstava:* u odgovarajućem obrascu zahtjeva za dodjelu bespovratnih sredstava navode se konkretne tehničke informacije o svakom podprojektu na temelju, i u skladu s kriterijima za ocjenjivanje zahtjeva za bespovratna sredstva koje priprema tehnički odbor u suradnji s zemljama partnerima i koji moraju biti odobreni od strane Skupštine donatora („**kriteriji za ocjenjivanje zahtjeva za dodjelu bespovratnih sredstava**“).
- (g) *Zajednička bespovratna sredstva i vlastita sredstva:* sredstva iz Fonda namijenjena su za upotrebu u okviru Regionalnog programa stambenog zbrinjavanja, u svrhu potpore podprojekata koji su sufinancirani od strane zemalja partnera. Zemlja partner izdvaja za svoje podprojekte vlastita financijska i/ili materijalna sredstva u minimalnom iznosu jednakom vlastitom doprinosu navedenom u „Proračunu“ u Dodatku 2 u „Zajedničkom regionalnom programu o trajnim rješenjima za izbjeglice i interno raseljene osobe“. Kako bi se izbjegla sumnja, zahtjevi za dodjelu bespovratnih sredstava odobravaju se, samo ako dostupna financijska sredstva pokrivaju troškove svih relevantnih podprojekata.

1.4 Primjena Općih uvjeta

- (a) Od datuma stupanja na snagu, radom Fonda RPSZ-a i sredstvima Fonda upravlja, i takvim sredstvima iz Fonda raspolaže, upravlja i koristi se u skladu s ovim Općim uvjetima. Opći uvjeti mogu se dopuniti i procedurama i smjernicama za provedbu usvojene od Skupštine donatora u dogovoru s upraviteljem Fonda. Neovisno o navedenom, u slučaju pojave sukoba i nedosljednosti između ili u vezi s odredbama Općih uvjeta i odredbi bilo kojih dodatnih postupaka i/ili smjernica za provedbu koje je usvojila Skupština donatora, prevladavaju Opći uvjeti.
- (b) Svaki donator s upraviteljem Fonda sklapa pristupni sporazum u trenutku doniranja svog prvog doprinosa Fondu RPSZ-a. Zaključak pristupnog sporazuma preduvjet je za stvaranje doprinosa i za sudjelovanje u Fondu RPSZ-a. Temeljem Općih uvjeta svaki donator se obvezuje da će sudjelovati u radu Skupštine donatora u skladu s odredbama koje se navode u ovom dokumentu.

2. SREDSTVA FONDA

2.1 Sredstva Fonda

Sredstva Fonda sastoje se od:

- (a) doprinosa od strane donatora u skladu s niže navedenim stavkom 2.2. i 2.3.;
- (b) kamata na sredstva Fonda u skladu s stavkom 3.7.; i
- (c) ponovno stečenih iznosa u skladu s odgovarajućim provedbenim postupcima u sukladno niže navedenom stavku 3.4. (c)

2.2 Doprinosi

- (a) U skladu sa gore navedenim odredbama stavka 1.4. (b) i niže navedenog stavka 2.2. (b), bilo koji donator može ostvariti doprinos Fondu RPSZ-a sklapanjem ugovora o sufinanciranju. Sklapanjem ugovora o sufinanciranju donator se neopozivo obvezuje dati doprinos koji je određen u ugovoru, a dostupan je na određeni i navedeni datum/datume u skladu s niže navedenim stavkom 2.3.
- (b) Najmanji iznos početnog doprinosa od strane svakog donatora iznosi 250,000 € („**najmanji iznos početnog doprinosa**“), a svaki naknadni doprinos iznosi najmanje 250,000 € („**najmanji iznos naknadnog doprinosa**“).
- (c) Donator može, u bilo koje vrijeme, povećati iznos svoga doprinosa. Odredbe Općih uvjeta koje se odnose na doprinose primjenjuje se jednako na sve iznose dodatnih doprinosa.

2.3 Plaćanje doprinosa

- (a) Svaki doprinos uplaćuje se u eurima ili u američkim dolarima, te se uplaćuje na račun Fonda u roku od najkasnije tri mjeseca nakon potpisivanja odgovarajućeg ugovora o sufinanciranju. Plaćanja se mogu izvršiti (i) u jednoj rati, ili (ii) u slučajevima u

kojima se radi o doprinosima od 5,000,000 € ili više u nekoliko rata, u najviše dvije rate u kalendarskoj godini, pri čemu se prva rata plaća u roku od tri mjeseca nakon potpisivanja odgovarajućeg ugovora o sufinanciranju, kao što se i navodi u odgovarajućem ugovoru o sufinanciranju.

- (b) Sva plaćanja u američkim dolarima upravitelj Fonda po uplati pretvara u eure, te se taj iznos u eurima smatra iznosom odgovarajućeg doprinosa.

2.4 Namjena doprinosa

Doprinosi Fonda RPSZ-a koji nisu unaprijed određeni, (uključujući sva četiri nacionalna stambena projekta) smatraju se poželjnima. Međutim, donator može namijeniti svoj doprinos za određeni nacionalni program stambenog zbrinjavanja ili za određene nacionalne programe stambenog zbrinjavanja tako da navede željenu namjenu u ugovoru o sufinanciranju.

2.5 Potvrda upravitelja Fonda o doprinosima

Prvi doprinos: nakon primitka potvrde o uplati prvog doprinosa na račun Fonda, upravitelj Fonda izdaje svakom donatoru koji je sklopio ugovor o sufinanciranju izjavu koja uključuje (a) pojedinosti o prvom doprinosu i (b) potvrdu o početku aktivnosti u okviru Fonda RPSZ-a i navedenim datumom stupanja na snagu.

Daljnji doprinosi: nakon primitka potvrde o svakom slijedećem potpisanom ugovoru o sufinanciranju, upravitelj Fonda izdaje svakom donatoru izjavu koja uključuje pojedinosti tog doprinosa.

Prilikom održavanja svake Skupštine donatora, upravitelj Fonda predstaviti će tablicu s ukupnim doprinosima zaprimljenima od strane svakog donatora i glasačka prava stečena na taj način u Skupštini donatora (vidi stavak 3.2. (g)).

2.6 Odvajanje sredstava

- (a) Sredstva fonda čuvaju se u svakom trenutku i u svakom pogledu na posebnom računu Fonda.
- (b) Sredstva Razvojne banke Vijeća Europe se ni pod kojim uvjetima ne terete, ili koriste za isplate, gubitke ili obveze koje proizlaze iz poslovanja ili drugih aktivnosti Fonda RPSZ -a.
- (c) U poslovanju i drugim aktivnostima Fonda RPSZ-a, odgovornost Razvojne banke Vijeća Europe ograničena je na sredstva fonda koja su na raspolaganju Razvojnoj banci Vijeća Europe.

3. UPRAVLJANJE I ADMINISTRACIJA FONDA RPSZ-a

3.1 Opća načela upravljanja

Fond RPSZ-a nema svoju pravnu osobnost, i sukladno tome njime upravlja upravitelj Fonda u ime donatora i u skladu s ovim Općim uvjetima i pod nadzorom Skupštine donatora i Upravnog odbora RPSZ- a.

Skupština Donatora je upravno tijelo Fonda RPSZ-a, koje posebice odlučuje o korištenju i raspodjeli sredstava Fonda.

Upravni odbor RPSZ-a je visoko koordinacijsko tijelo RPSZ-a.

Uloga i djelovanje Upravnog odbora RPSZ-a opisano je u pravilniku o radu Upravnog odbora RPSZ-a koji je odobren od strane sudionika prije prvog sastanka Upravnog odbora RPSZ-a.

3.2 Skupština donatora

- (a) Skupština donatora Fonda RPSZ-a sastoji se od:
- (i) jednog (1) predstavnika svakog donatora;
 - (ii) upravitelja Fonda koji nema pravo glasa, i kojom supredsjedava, na stalnoj osnovi, Komisija uz jednog predstavnika donatora („**predsjedatelj Skupštine donatora**”), koji se rotiraju na godišnjoj osnovi te je ujedno i supredsjedatelj Upravnog odbora RPSZ-a („**supredsjedatelj Upravnog odbora Skupštine donatora**”).
- (b) Skupština donatora Fonda RPSZ-a:
- (i) odobrava sredstva u skladu s postupkom donošenja odluke opisanog u niže navedenom stavku 3.2 (g);
 - (ii) nadzire plaćanja ostvarenih doprinosa za Fond RPSZ-a, uzimajući u obzir provedbu nacionalnih programa stambenog zbrinjavanja koja će biti podržana sredstvima Fonda;
 - (iii) odlučuje o mjerama koje treba poduzeti u skladu s niže navedenim stavkom 3.2. (i);
 - (iv) odobrava godišnje financijske izvještaje Fonda RPSZ-a;
 - (v) nadzire tijek novca Fonda RPSZ-a, uključujući nakon otkazivanja Ugovora o sufinanciranju i/ili u slučaju likvidacije Fonda RPSZ-a;
 - (vi) donosi odluke sukladno niže navedenom stavku 3.2.(j); i
 - (vii) u iznimnim slučajevima, odobrava korištenja sredstava Fonda od strane financijske institucije za druge aktivnosti koje su odobrene od strane Skupštine donatora a u okviru Regionalnog programa stambenog zbrinjavanja i temeljem postupka donošenja odluka opisanog u niže navedenom stavku 3.2. (g).

- (c) Sukladno stavku 2.2. (b), svaki donator ima pravo biti zastupljen u Skupštini donatora Fonda RPSZ-a, sudjelovati u njihovim sastancima pod uvjetom da takav donator ima, na dan održavanja sastanka Skupštine donatora Fonda RPSZ-a, ispunjene sve svoje obveze sukladno ugovoru o sufinanciranju.
- (d) Svaki predstavnik donatora u Skupštini donatora Fonda RPSZ-a dostupan je donatorima bez naknade iz Fonda RPSZ-a. Svaki predstavnik može biti u pratnji jednog savjetnika (1), dok predsjedatelj Skupštine donatora i supredsjedatelj Skupštine donatora mogu biti u pratnji i do dva (2) savjetnika, također bez naknade iz Fonda RPSZ-a. Isti predstavnik svakog donatora u Skupštini donatora Fonda RPSZ-a predstavlja donatora i pred Upravnim odborom RPSZ-a. Sudionici Skupštine donatora Fonda RPSZ-a sami pokrivaju svoje troškove sudjelovanja. Određena osoba može u isto vrijeme biti i predstavnik više od jednog donatora u Skupštini donatora Fonda RPSZ-a, ukoliko su donatori na to pristali i o tome obavijestili upravitelja Fonda, u pisanom obliku i prije održavanja sastanka.
- (e) Skupština donatora Fonda RPSZ-a sastaje se najmanje dva (2) puta godišnje, osim u prvoj i posljednjoj godini poslovanja Fonda RPSZ-a tijekom kojih se Skupština donatora sastaje najmanje jednom (1) godišnje, s ciljem izvršavanja aktivnosti navedenih u stavku 3.2. (b).
- (f) Osim toga, Skupština donatora Fonda RPSZ-a može održati posebne sastanke kako bi preispitala tijek provedbe Fonda RPSZ-a. Takvi sastanci Skupštine donatora mogu biti sazvani od strane predsjedatelja Skupštine donatora, na zahtjev Razvojne banke Vijeća Europe, ili na zahtjev donatora koji su uplatili najmanje jednu trećinu ukupnog iznosa svih uplaćenih doprinosa za Fond RPSZ-a na dan na koji je taj zahtjev predan Razvojnoj banci Vijeća Europe.
- (g) Po potrebi, Skupština donatora nastoji odluke donositi konsenzusom svih donatora prisutnih na sastanku na kojemu se donosi bitna odluka.

Ukoliko se konsenzus ne može postići, odluku donosi Skupština donatora glasovanjem. *Kvorum*: Kvorum se utvrđuje na početku svake sjednice Skupštine donatora. Skupština donatora će imati kvorum ako broj prisutnih donatora (A) odgovara najmanje jednoj četvrtini donatora koji su isporučili upravitelju Fonda ugovor o sufinanciranju i (B) donatora koji su uplatiti najmanje 2/3 ukupnog iznosa doprinosa uplaćenih upravitelju Fonda do trenutka sastanka. *Pravila glasovanja*: Odluka će biti donesena ako većina, ne manje od 2/3 donatora koji glasuju, glasuju za takvu odluku, s tim da ukupan iznos svih uplaćenih doprinosa za Fond RPSZ-a od strane donatora koji glasuju u korist takve odluke ne predstavlja manje od 2/3 ukupnog iznosa uplaćenih doprinosa.

- (h) *Pisani postupak*: U iznimnim slučajevima i u slučajevima neodržavanja sastanaka, a vezano za donošenje hitnih odluka u okviru Fonda RPSZ-a, Skupština donatora može, sukladno postupku donošenja odluke opisanom u iznad navedenom stavku 3.2., (g) takve odluke donositi temeljem pisanih rješenja. Takvo rješenje odobrava se samo ako svi donatori koji imaju pravo sudjelovanja u procesu donošenja odluka, potvrde da su suglasni s pismenim rješenjem. Ako donator ne podnese svoj odgovor u vezi pismenog rješenja u roku predviđenom za tu svrhu, smatrat će se da je suglasan sa pismenim rješenjem. Najkraći rok za dostavu odgovora iznos minimalno petnaest (15) kalendarskih dana.

Ako jedan ili više donatora odbaci prijedlog u roku od petnaest (15) kalendarskih dana od dana primitka pismenog zahtjeva za donošenje odluke popraćenog odgovarajućim popratnim dokumentima, takvo odbijanje prijedloga treba se u pisanom obliku uputiti predsjedatelju Skupštine donatora i upravitelju Fonda, predsjedatelj Skupštine donatora nakon primitka obavijesti o odbijanju prijedloga saziva sjednicu Skupštine donatora kako bi razgovarali o mogućem rješenju.

- (i) Ako donator ne ispuni svoje obveze navedene u ugovoru o sufinanciranju, što prema mišljenju upravitelja Fonda može, značajno ometati ili utjecati na poslovanje Fonda RPSZ-a, u cijelosti ili djelomično, upravitelj Fonda može zahtijevati od predsjedatelja prethodne Skupštine donatora da sazove izvanrednu sjednicu Skupštine donatora kako bi razgovarali o poduzimanju odgovarajućih mjera.
- (j) U skladu s odredbama stavka 3.2 (g), Skupština donatora Fonda RPSZ-a može odlučivati o svojim pravilima postupanja i smjernicama. Takva pravila postupanja i smjernice u skladu su s Općim uvjetima.

3.3 Tehnički odbor

- (a) Tehnički odbor sastoji se od jednog (1) predstavnika:
 - (i) Komisije;
 - (ii) svakog donatora koji je ostvario jedan ili više doprinosa u iznosu od 5,000,000 € ili više;
 - (iii) svake grupe donatora; i
 - (iv) tajništva RPSZ-a.
 Tehničkim odborom predsjeda tajništvo RPSZ-a („predsjedatelj tehničkog odbora”).
- (b) Tehnički odbor:
 - (i) priprema kriterije za ocjenjivanje zahtjeva za dodjelu bespovratnih sredstava;
 - (ii) pregledava i procjenjuje zahtjeve za dodjelu bespovratnih sredstava;
 - (iii) predaje zahtjev Skupštini donatora kako bi se odobrio; i
 - (iv) raspravlja o pitanjima vezanim uz provedbu poslovanja na temelju informacija dobivenih od tajništva RPSZ-a, uključujući napredak programa.
- (c) Osim tajništva RPSZ-a, predstavnik svakog člana u tehničkom odboru obnaša dužnosti bez naknade iz RPSZ-a ili Fonda RPSZ-a. Svaki zastupnik može imati jednog savjetnika, koji također obnaša dužnost bez naknade iz RPSZ-a ili Fonda RPSZ-a. Osobe koje sudjeluju u tehničkom odboru sami pokrivaju vlastite troškove sudjelovanja. Određena osoba može u isto vrijeme imati ulogu predstavnika više od jednog člana u tehničkom odboru, ako su ti članovi suglasni s tim i ako su o tome obavijestili tajništvo RPSZ-a, putem obavijesti u pisanom obliku i prije održavanja sastanka.
- (d) Tehnički odbor sastaje se najmanje dva (2) puta godišnje, osim u prvoj i posljednjoj godini poslovanja Fonda RPSZ-a, za vrijeme kojih se tehnički odbor sastaje

najmanje jednom (1) godišnje, s ciljem obavljanja djelatnosti utvrđenih u stavku 3.3.(b). Sastanke saziva predsjedatelj tehničkog odbora, a održavaju se u sjedištu Razvojne banke Vijeća Europe u Parizu. Tajništvo Razvojne banke Vijeća Europe sastavlja dnevni red sjednica i upućuje ga članovima tehničkog odbora najkasnije tjedan dana prije održavanja sjednice.

- (e) Tehnički odbor, u dogovoru s predsjednikom tehničkog odbora, može pozvati predstavnike vlasti, drugih institucija i tijela da sudjeluju u određenim točkama dnevnog reda na sjednicama tehničkog odbora kao promatrači.

3.4 Upravljanje i administracija Fonda RPSZ-a - uloga upravitelja Fonda

- (a) Upravitelj Fonda upravlja Fondom RPSZ-a u skladu s ovim Općim uvjetima. Osobito ispunjava svoje dužnosti na način da:
 - (i) otvara i održava račun Fonda RPSZ-a u kojem se bilježe primici doprinosa, isplate sredstava iz Fonda, sve primljene naknade i naknade za upravljanje temeljem stavka 3.6. i sve druge poslove koji se tiču sredstava Fonda;
 - (ii) priprema godišnji financijski izvještaj Fonda RPSZ-a i izvještaj o aktivnostima financiranim sredstvima Fonda za provjeru i odobrenje od strane Skupštine donatora;
 - (iii) surađuje s donatorima, s namjerom ostvarivanja svoje uloge upravitelja u odnosu na sva pitanja vezana za Skupštinu donatora, uključujući i održavanje evidencije o doprinosima, pravu glasa i bespovratnim sredstva;
 - (iv) priprema sastanke Skupštine donatora;
 - (v) predaje Skupštini donatora sve potrebne izvještaje i tehničku dokumentaciju, uključujući i godišnji izvještaj o poslovanju Fonda, koji isto tako sadrži podatke dobivene od tajništva RPSZ-a i revidirane financijske izvještaje;
 - (vi) predaje donatorima pisana rješenja s ciljem odobravanja i informira donatora o rezultatima takvih postupaka odobravanja; i
 - (vii) obavlja i druge djelatnosti koje su potrebne za učinkovito upravljanje Fondom RPSZ-a ako to Skupština donatora smatra potrebnim.
- (b) U upravljanju Fondom RPSZ-a i sredstvima Fonda, Razvojna banka Vijeća Europe posvećuje jednaku pažnju kao i prema vlastitim izvorima sredstava i nema daljnje odgovornosti prema bilo kojem donatoru u tom pogledu.
- (c) U slučaju zlouporabe, ili navodne zlouporabe sredstava Fonda, upravitelj Fonda, nakon savjetovanja sa Skupštinom donatora, poduzima postupke za povrat sredstava koja su odobrena od strane Skupštine donatora, u skladu s odredbama gore navedenog stavka 3.2. (g), s posebnom pažnjom koja sa primjenjuje u projektima Razvojne banke Vijeća Europe financiranih njenim sredstvima, i uzimajući u obzir sve brige, mišljenja, poglede, preporuke i savjete Skupštine donatora. Troškovi takvih postupaka idu na teret sredstava Fonda, u mjeri koja ovisi o veličini iznosa doprinosa donatora u Fond RPSZ-a.

- (d) Upravitelj Fonda koristi takve operativne postupke, u skladu s Općim uvjetima koji se mogu smatrati potrebnim ili prikladnim za učinkovito upravljanje Fondom RPSZ-a.
- (e) Dokumenti i materijali, koje sastavlja upravitelj Fonda, i koji se odnose na pojedinačne podprojekte koji su podneseni s ciljem financiranja od strane Fonda RPSZ-a ili koji se odnose na djelatnosti Fonda RPSZ-a dostupni su donatorima pod uvjetom da takva objavljivanja budu u skladu s politikom o javnoj objavi podataka Razvojne banke Vijeća Europe.

3.5 Uloga tajništva RPSZ-a

Tajništvo RPSZ-a:

- (a) priprema sastanke i pruža potporu Upravnom odboru RPSZ-a kako je i opisano detaljnije u Pravilniku o radu Upravnog odbora RPSZ-a;
- (b) surađuje s zemljama partnerima, donatorima, UNHCR-om i OEES-om na način da ispuni svoju ulogu u odnosu na sva pitanja vezana uz Upravni odbor RPSZ-a;
- (c) priprema sastanke i pruža potporu tehničkom odboru, uključujući dužnosti koje se opisuju u gore navedenom stavku 3.3. (d);
- (d) predsjedava tehničkim odborom;
- (e) prikuplja sve pristigle zahtjeve za dodjelu bespovratnih sredstava, kako je i opisano u gore navedenom stavku 1.2. (b) koje zatim prenosi tehničkom odboru;
- (f) osigurava da se u važnijim objavljivanjima Razvojne banke Vijeća Europe, komunikaciji s zemljama partnerima primateljicama, drugim subjektima i medijima, pruži odgovarajuća vidljivost Fondu RPSZ-a i njegovim donatorima, osim kada se razvijaju i provode takve mjere vidljivosti, u kojemu tajništvo RPSZ-a, obaviješteno od strane upravitelja Fonda, vodi računa o visini doprinosa u Fond RPSZ-a od strane svakog donatora;
- (g) priprema sastanke RPSZ-a i pruža potporu Regionalnom koordinacijskom forumu kako je i opisano detaljnije u opisu poslova Regionalnog koordinacijskog foruma;
- (h) u sklopu supredsjedanja Regionalnim koordinacijskim forumom RPSZ-a kao što je i detaljno opisano u opisu poslova Regionalnog koordinacijskog foruma; i
- (i) obavlja sve ostale zadatke koje Upravni odbor RPSZ-a i/ili tehnički odbor i/ili Skupština donatora smatraju potrebnim kako bi se postigla učinkovita provedba Regionalnog programa stambenog zbrinjavanja.

3.6 Naknada za upravljanje

Kako bi se namirili troškovi Razvojne banke Vijeća Europe u njezinom svojstvu upravitelja Fonda i tajništva RPSZ-a, kao i svi popratni troškovi za upravljanje i administrativnu podršku fonda RPSZ-a i troškovi RPSZ-a, Razvojna banka Vijeća Europe prima naknadu za upravljanje u iznosu od od 2,5 posto od ukupnog iznosa uplaćenih doprinosa u Fond RPSZ-a („**naknada za upravljanje**“). Naknada za upravljanje uplaćuje

se Razvojnoj banci Vijeća Europe iz svakog doprinosa prebačenog na račun Fonda.

Budući da se svi troškovi Razvojne banke Vijeća Europe koji su nastali prije 1. siječnja 2013. godine u smislu upravljanja i administrativne podrške Fonda RPSZ-a i RPSZ-a financiraju iz dvostranih doprinosa Komisije Razvojnoj banci Vijeća Europe, samo troškovi koji su nastali od strane Razvojne banke Vijeća Europe u njezinom svojstvu kao upravitelja Fonda i tajništva RPSZ-a od 1. siječnja 2013. godine financiraju se iz naknade za upravljanje.

Naknada za upravljanje može biti preispitana u skladu s niže navedenim stavkom 3.11.

3.7 Naknada za račun Fonda

Upravitelj fonda plaća kamatu na račun Fonda na temelju dnevnih izvanrednih kreditnih potraživanja. Takve kamate obračunavaju se na temelju mjesečnog prekonocnog prosječnog indeksa izračunatog kao ponderirani prosjek svih prekonocnih transakcija kreditiranja na međubankarskom tržištu (EONIA) utvrđen kao referentna stopa izračunata od strane Europske središnje banke koja je objavljena na Reutersovoj stranici „EONIA“ minus 30 baznih bodova (-0,30%). Za neradne dane primjenjuje se referentna kamatna stopa EONIA od prethodnog radnog dana. Iznos kamate se obračunava na kraju obračunskog razdoblja, na 360. dan. Kamata se bilježi na kraju svakog mjeseca kao jedna naknada.

U slučaju negativnih kamata koje su nastale od gore navedene naknadne formule, sredstva iz fonda se smanjuju sukladno tome.

3.8 Računi i revizija

- (a) Upravitelj Fonda održava račune Fonda RPSZ-a u eurima u skladu s istim računovodstvenim načelima koje primjenjuje u slučaju ostalih fiducijarnih računa.
- (b) Financijski izvještaji Fonda RPSZ-a revidiraju se na godišnjoj osnovi prije kraja lipnja iduće godine od strane vanjskih revizora Razvojne banke Vijeća Europe na način usklađen s onim koji se primjenjuje na sredstva Razvojne banke Vijeća Europe. Troškovi revizije plaćaju se sredstvima Fonda.
- (c) Poslovnom godinom Fonda RPSZ-a smatra se kalendarska godina. Osim ako nije dogovoreno drugačije sa Skupštinom donatora, prvo poslovno razdoblje fonda za RPSZ završava 31. prosinca, odmah nakon datuma stupanja na snagu.

3.9 Politike i procedure koji se primjenjuju za dodjelu bespovratnih sredstava koja su odobrena za financiranje sredstvima iz Fonda

Bespovratna sredstva odobrena od strane Skupštine donatora za financiranje sredstvima iz Fonda provode se i nadziru u skladu s važećim politikama i procedurama financijske institucije. Takve politike uključuju nabavu roba, radova i usluga, uključujući usluge savjetovanja, potrebne za provedbu Nacionalnog programa stambenog zbrinjavanja koji se financira sredstvima Fonda.

Zemlje partneri provode nabavu u skladu s smjernicama za nabavu Razvojne banke Vijeća Europe.

Nabava u okviru bilo kojeg nacionalnog programa stambenog zbrinjavanja u skladu je s načelima transparentnosti, razmjernosti, dobrog financijskog upravljanja, jednakog tretmana i nediskriminacije, nedostatka sukoba interesa te poštivanja međunarodno prihvaćenih standarda.

Nadležna tijela zemalja partnera posebno osiguravaju nediskriminaciju između ponuditelja u svim fazama postupka javne nabave, i u okolnostima koje bi mogle dovesti do lokalne, materijalne ili osobne diskriminacije ponuditelja ili diskriminacije koja proizlazi iz klasifikacija djelatnosti koje obavlja ponuditelj.

Razvojna banka Vijeća Europe osigurava da zemlje partneri uspostave sustave koji će im omogućiti poštivanje gore navedenih načela. Posebice, Razvojna banka Vijeća Europe provodi redovite provjere tijekom ciklusa nabave, u rasponu od preprovjera (ex-ante), bez davanja prigovora, do postprovjera (ex-post). Takve provjere zahtijevaju provjeravanje izvještaja i terenske provjere. Razvojna banka Vijeća Europe uspostavlja posebne sustave za odobrenje planova nabave i za sve korake postupka nabave.

Razvojna banka Vijeća Europe zahtijeva od zemalja partnera uspostavu sustava koji osigurava primjerenu kontrolu okoliša i osigurava da njihova ugovorna tijela provode postupak javne nabave na takav način da jamče gospodarsko, djelotvorno i učinkovito korištenje financiranja od strane Fonda RPSZ-a i postizanje svih ciljeva RPSZ-a.

Nadzor i vrednovanje: vezano za nadzor i procjenu Nacionalnog programa stambenog zbrinjavanja, Razvojna banka Vijeća Europe obavlja i redovite provjere izvještaja i terenske provjere u skladu s politikom zajmova i financiranja projekata Razvojne banke Vijeća Europe. Nadzorne misije na licu mjesta će se provoditi na zahtjev zajedno s donatorima.

Program nadzora i vrednovanja RPSZ-a temelji se na dvije strukturne razine:

- (a) unutarnji nadzor će obavljati:
 - (i) UNHCR i OESS koji nadziru problematiku vezanu za korisnike bespovratnih sredstava i Razvojna banka Vijeća Europe koja nadzire cjelokupnu provedbu Nacionalnog programa stambenog zbrinjavanja;
 - (ii) konzultanti koji su raspoređeni na kratkim ili dugoročnim misijama kako bi pružili potporu jedinicama za provedbu projekata („JPP“)i/ ili kako bi rješavali određena pitanja;
 - (iii) četiri (4) jedinice za provedbu projekata, koje su zadužene za provedbu nacionalnih programa stambenog zbrinjavanja u skladu s najboljim praksama.
- (b) vanjski nadzor obavlja:
 - (i) nezavisni revizori koji redovito obavljaju revizije;
 - (ii) stručni konzultanti i/ili ustanove, koji pružaju nezavisnu procjenu ishoda nacionalnih programa stambenog zbrinjavanja.

Ishodi i izvještaji vezano uz nadzor i vrednovanje sadrže utvrđene ključne pokazatelje razvoja (osnovni podaci i ciljevi za svaku zemlju) izdaju se periodično tijekom cijelog razdoblja provedbe projekata i nakon završetka projekta.

Po završetku svakog nacionalnog programa stambenog zbrinjavanja, održava se nezavisna procjena rezultata. Može se provesti i srednjoročna provjera, o čijem vremenu i cilju provjere odlučuje Skupština donatora.

3.10 Odgovornosti

Niti jedan donator ne preuzima odgovornost u pogledu (i) zahtjeva za naknadu štete od strane trećih strana koje proizlaze iz provedbe podprojekata financiranih sredstvima Fonda, ili (ii) bilo kakvih šteta ili ozljeda zaposlenika i imovine Razvojne banke Vijeća Europe koje proizlaze iz upravljanja i/ili administracije Fonda RPSZ-a.

3.11 Pregled

Upravitelj Fonda može, između ostalog, u bilo koje vrijeme, dodati kao stavku dnevnog reda sjednice Skupštine donatora osvrt u vezi:

- (a) iznosa naknade za upravljanje koju plaćaju donatori, s ciljem usklađivanja tog iznos, ako je potrebno, uzimajući u obzir:
 - (i) trenutne troškove za upravljanje i administraciju Fonda RPSZ-a, nastalih od strane upravitelja Fonda i tajništva RPSZ-a u razdoblju od datuma stupanja na snagu do datuma provjere, i ukupne vrijednost svih doprinosa ostvarenih za vrijeme istog razdoblja; i/ili
 - (ii) stvarno trajanje RPSZ-a uz moguće produženje datuma završetka (kao što je određeno u niže navedenom stavku 4.2.(a); i/ili
 - (iii) stvarne doprinose u mjeri u kojoj prelaze iznose obećane na donatorskoj konferenciji; i/ili
- (b) promjene potrebne za upravljanje Fondom RPSZ-a, ako ih ima; i/ili
- (c) ukupne vrijednosti svih doprinosa Fonda RPSZ-a za razdoblje od datuma stupanja na snagu do datuma provjere.

Sve odluke koje je donijela Skupština donatora se se usvojiti u skladu s postupkom odlučivanja, opisanog u stavku 3.2 (g) ovih Općih uvjeta. Ako takve odluke nisu u skladu, ili na bilo koji drugi način zahtijevaju promjene načela ovih Općih uvjeta, odluke i nastale izmjena Općih uvjeta stupaju na snagu tek nakon stupanja na snagu formalnih promjena Općih uvjeta, koje su provedene u skladu s niže navedenim odredbama članka 6.

4. PRESTANAK

4.1 Prestanak sporazuma o sufinanciranju

- (a) Sukladno niže navedenom stavku 4.1. (b) i stavku 4.4., svaki donator može u bilo kojem trenutku okončati svoj sporazum o sufinanciranju u roku od šezdeset (60) dana nakon pismene obavijesti.
- (b) Nakon datuma stupanja na snagu raskida sporazuma o sufinanciranju, određeni donator nema prava i obveze prema Fondu RPSZ-a, osim onih navedenih u odredbi članka 4. Donator se oslobađa svake odgovornosti plaćanja bilo kojeg iznosa njegovog doprinosa Fondu RPSZ-a temeljem sporazuma o sufinanciranju, koji još nije u potpunosti izvršen. „Potpuno izvršen sporazum o sufinanciranju“ znači obveze

vezano uz podprojekte, koji su odobreni od strane Skupštine donatora bez obzira je li Razvojna banka Vijeća Europe izvršila prijenos na račun Fonda.

4.2 Prestanak rada Fonda RPSZ-a

- (a) Fond RPSZ-a ostaje aktivan do 30. lipnja 2018. godine („**datum prestanka rada Fonda**“), uz mogućnost produljenja nakon odobrenja Skupštine donatora i nakon zahtjeva upravitelja Fonda na temelju zahtjeva tajništva RPSZ-a. Ako sva sredstava iz Fonda nisu isplaćena do datuma prestanka rada Fonda, upravitelj Fonda donosi konačnu ponovnu raspodjelu sredstava iz Fonda svim donatorima na datum prestanka rada Fonda.
- (b) S iznimkom iznad navedenog stavka 4.2.(a) i sukladno niže navedenom stavku 4.3, rad Fonda RPSZ-a može biti obustavljen u bilo kojem trenutku odlukom Skupštine donatora, i jednoglasnom odlukom donatora, i dogovorom upravitelja Fonda.
- (c) Rad Fonda RPSZ-a završava odmah nakon završetka zadaća Razvojne banke Vijeća Europe sukladno članku XV. Statuta Razvojne banke Vijeća Europe.
- (d) Upravitelj Fonda može prestati obavljati dužnosti koje mu pripadaju temeljem ovih Općih uvjeta šest (6) mjeseci nakon što je obavijestio Skupštinu donatora, i nakon savjetovanja s Upravnim odborom RPSZ-a.

4.3 Raspodjela sredstava pri prestanku rada Fonda RPSZ-a

Nakon prestanka rada Fonda RPSZ-a, primjenjuju se sljedeće odredbe u vezi raspodjele sredstava Fonda:

- (a) Razvojna banka Vijeća Europe odmah prekida sve aktivnosti u vezi s takvim sredstvima Fonda, osim one koje su povezane s uobičajenim obavljanjem, zaštitom i očuvanjem takvih sredstava Fonda i rješavanjem izravnih ili potencijalnih obveza čiji su predmet.
- (b) sukladno niže navedenom stavku 4.3.(c), Razvojna banka Vijeća Europe raspodjeljuje ukupan iznos neto imovine Fonda RPSZ-a (kao što je i prikazano u dokumentaciji Razvojne banke Vijeća Europe od dana prestanka rada Fonda) među donatorima u omjeru proporcionalnim iznosima koje su donirali Fondu RPSZ-a. Takva raspodjela je izvršena u vrijeme i u takvim valutama i vrstama imovine koje je utvrdila Razvojna banka Vijeća Europe, i koje se odobrene od strane Skupštine donatora. Kako bi se izbjegla sumnja, valuta takve raspodjele može biti euro, čak i ako je odgovarajući doprinos/i uplaćen u američkim dolarima. Ako je iznos u eurima koji je pretvoren u američke dolare jednak iznosu Razvojne banke Vijeća Europe prije izvršenja raspodjele, primjenjuje se devizni tečaj dana na koji se pretvaraju valute.
- (c) raspodjela se ne izvršava sve dok se ne isplate sve obveze prema Fondu RPSZ-a (uključujući i isplate koje se duguju Razvojnoj banci Vijeća Europe). Prije svake raspodjele sredstava prema donatoru, Razvojna banka Vijeća Europe obvezna je riješiti sve otvorene žalbe protiv takvog donatora.

- (d) do konačne raspodjele neto imovine Fonda RPSZ-a, sva prava i obveze Razvojne banke Vijeća Europe, temeljem ovih Općih uvjeta i sva prava i obveze donatora temeljem odredbe članka 4. ovih Općih uvjeta ostaju iste.

4.4 Raspodjela sredstava iz Fonda pri raskidu sporazuma o sufinanciranju

Nakon raskida sporazuma o sufinanciranju, primjenjuju se sljedeće odredbe u odnosu na doprinose koji su se ostvarili u skladu s takvim sporazumom o sufinanciranju:

- (a) Razvojna banka Vijeća Europe odmah obustavlja sve aktivnosti koje se odnose na takav doprinos, osim onih vezanih uz uobičajeno obavljanje djelatnosti, zaštitu i očuvanje takvih doprinosa i rješavanje izravnih ili potencijalnih obveza čiji su predmet.
- (b) sukladno niže navedenom stavku 4.4.(c), Razvojna banka Vijeća Europe raspodjeljuje odgovarajućim donatorima sva primljena sredstva u skladu s odgovarajućim sporazumom o sufinanciranju, koji nije izvršen u trenutku raskida sporazuma o sufinanciranju. Takva raspodjela je izvršena u vrijeme i u takvim valutama i vrstama imovine kakve je utvrdila Razvojna banka Vijeća Europe, i koje su odobrene od strane Skupštine donatora. Kako bi se izbjegla sumnja, valuta takve raspodjele može biti euro, čak i ako je odgovarajući doprinos/i uplaćen u američkim dolarima. Ako je iznos u eurima koji je pretvoren u američke dolare jednak iznosu Razvojne banke Vijeća Europe prije izvršenja raspodjele, primjenjuje se devizni tečaj dana na koji se pretvaraju valute.
- (c) raspodjela se neće izvršiti sve dok se ne isplate sve obveze prema Fondu RPSZ-a (uključujući i isplate koje se duguju Razvojnoj banci Vijeća Europe). Prije svake raspodjele donatoru Razvojna banka Vijeća Europe prethodno rješava sve otvorene žalbe protiv takvog donatora.
- (d) u slučaju puštanja sredstava u opticaj ili povratka bilo kakvih sredstava namijenjenih određenom podprojektu, koja su odobrena za financiranje sredstvima iz Fonda RPSZ-a, određeni udio sredstava puštenih u opticaj ili sredstava koja su vraćena u Fond isplaćuju se donatoru.
- (e) do konačne raspodjele sredstava donatorima RPSZ-a, sva prava i obveze Razvojne banke Vijeća Europe temeljem ovih Općih uvjeta i sva prava i obveze donatora temeljem odredbe članka 4. ovih Općih uvjeta ostaju iste.

5. PRIOPĆENJA I OBAVIJESTI

Sva potrebna i odobrena priopćenja i obavijesti temeljem ovih Općih uvjeta šalju se u pisanom obliku na najbrži mogući način. Sva potrebna i odobrena priopćenja i obavijesti temeljem ovih Općih uvjeta mogu se prosljeđivati putem elektroničke pošte.

6. IZMJENE

Prijedlog izmjena i dopuna ovih Općih uvjeta može predložiti bilo koji član Skupštine donatora. Takav prijedlog, uključujući i obrazloženje i opravdanje za predložene izmjene i dopune Općih uvjeta, upravitelj Fonda podnosi Skupštini donatora.

Ovi Opći uvjeti izmjenjuju se samo na temelju odluke Skupštine donatora koja je donesena konsenzusom, i uz suglasnost upravitelja Fonda. Izmjene i dopune Općih uvjeta provode se u skladu s njihovim odredbama ili, u slučaju odsutnosti određene odredbe, nakon kasnijeg odobrenja Skupštine donatora i uz suglasnost upravitelja Fonda.

7. RJEŠAVANJE SPOROVA

7.1. Sporovi s članovima Razvojne banke Vijeća Europe

Ako nastane spor između Razvojne banke Vijeća Europe i bilo kojeg donatora koji je član Razvojne banke Vijeća Europe u vezi bilo kojeg pitanja koje proizlazi iz ili u vezi s doprinosom donatora, a takav spor ne mogu sporazumno riješiti, takav spor rješava upravitelj Razvojne banke Vijeća Europe i predstavnik donatora uključenog u spor.

7.2. Sporovi s nečlanovima Razvojne banke Vijeća Europe

U slučaju spora između Razvojne banke Vijeća Europe i donatora koji nije član Razvojne banke Vijeća Europe u vezi s doprinosom tog donatora, a takav spor se ne može sporazumno riješiti između stranaka, takav spor se rješava arbitražom u skladu s Fakultativnim pravilima Stalnog arbitražnog suda za arbitražu između međunarodnih organizacija i država.

DODATAK - OBRAZAC PRISTUPNOG SPORAZUMA

PRISTUPNI SPORAZUM

U odnosu na Fond Regionalnog programa stambenog zbrinjavanja

OVAJ PRISTUPNI SPORAZUM („Pristupni sporazum”) sklapa se između

[*NAZIV DRŽAVE/USTANOVE*] („donator”) s jedne strane; i

RAZVOJNE BANKE VIJEĆA EUROPE, međunarodna organizacije, s njezinim glavnim sjedištem u 55 Avenue Kléber, 75116 Pariz, Francuska („CEB”, ili „**upravitelj Fonda**”) s druge strane;

koje se u daljnjem tekstu spominju kao „stranke”, svaka „stranka”;

u vezi sudjelovanja i doprinosa donatora u Fond Regionalnog programa stambenog zbrinjavanja („**Fond RPSZ-a**”);

BUDUĆI DA

- (A) kao dio zajedničke inicijative Bosne i Hercegovine, Republike Hrvatske, Crne Gore i Republike Srbije (u daljnjem tekstu „zemlje partneri”) u skladu s Sarajevskim procesom i kako bi se ustanovila „Trajna rješenja za izbjeglice i raseljene osobe” u zemljama zapadnog Balkana („**Regionalni program stambenog zbrinjavanja**” ili „**RPSZ**”), osnovan je Fond RPSZ-a kojim upravlja Razvojna banka Vijeća Europe.
- (B) svrha Fonda RPSZ-a je objedinjavanje sredstava, doniranih od strane država i ustanova, koja će se koristiti u svrhu pružanja pomoći partnerskim državama u odnosu na njihov nacionalni program stambenog zbrinjavanja u okviru Regionalnog programa stambenog zbrinjavanja.
- (C) Razvojna banka Vijeća Europe upravlja Fondom RPSZ-a, a sva sredstva iz Fonda se prihvaćaju, čuvaju, koriste, namijenjena su, potrošena ili zbrinuta na neki drugi način, sukladno Općim uvjetima Fonda RPSZ-a (u prilogu), koji su izmjenjeni s vremena na vrijeme, u skladu s uvjetima izmjena i dopuna, priloženi unutar dokumenta („**Opći uvjeti**”).
- (D) donator potvrđuje (i) svoju obvezu da doprinese Fondu RPSZ-a, (ii) svoju suglasnost s činjenicom da korištenje i upravljanje svakog njegovog doprinosa u Fond RPSZ-a bude u skladu s Općim uvjetima i Pristupnim sporazumom; (iii) svoje sudjelovanje u Skupštini donatora u skladu s Općim uvjetima i (iv) svoje sudjelovanje u Upravnom odboru RPSZ-a u skladu s Poslovníkom o radu Upravnog odbora RPSZ-a.

STOGA stranke su se dogovorile kako slijedi:

1. Opći uvjeti Fonda RPSZ-a

Donator ovime (i) potvrđuje primitak kopije Općih uvjeta (koji uključuje dodatak), koji su na snazi od datuma stupanja na snagu ovog Pristupnog sporazuma, i (ii) slaže se da će se Opći uvjeti primjenjivati na bilo koji doprinos ostvaren od njegove strane u Fond RPSZ-a (svaki takav

doprinos ostvaruje se putem sporazuma o sufinanciranju, sadržajno u obliku Dodatka I), kao da je u cijelosti uključen u njega.

2. Doprinosi

Donator potvrđuje svoju obvezu da doprinese Fondu RPSZ-a, povodom čega mora sklopiti Sporazum o sufinanciranju s Razvojnomo bankom Vijeća Europe u obliku Dodatka I koji se prilaže u ovom dokumentu.

3. Obavijesti

Sva pitanja koja se odnose na Fond RPSZ-a se upućuju, kada je potrebno, sljedećim predstavnicima stranaka:

Za donatora:

[IME]
[NAZIV]
[NAZIV ZEMLJE/USTANOVE]
[ADRESA]

Tel.: [●]
Faks: [●]
E-mail: [●]

Za upravitelja Fonda:

Director of the Central Directorate for Studies
and International Relations
Council of Europe Development Bank
55, avenue Kléber
75116 Paris, France

Tel.: +331 47 55 71 51
Faks: +331 47 55 71 55
E-mail: CEB-donor-relations@coebank.org

4. Općenito

- (a) Svi izrazi pisani velikim slovom koji se koriste u ovom dokumentu imaju značenje koje im je pripisano u Općim uvjetima koji stupaju na snagu u vrijeme stupanja na snagu ovog Pristupnog sporazuma.
- (b) Svi sporovi koji proizlaze iz ili svi sporovi u vezi s ovim Pristupnim sporazumom rješavat će se sukladno uvjetima odredbi 7. (Rješenje o sporovima) Općih uvjeta.
- (c) Ovaj Pristupni sporazum stupa na snagu nakon potpisivanja obiju ugovornih stranaka.

Potpisano na engleskom jeziku, u dva izvornika, po jedan za svaku od ugovornih stranaka,

Za [IME DONATORA]

Ime:

Naziv:

Datum:

Za Razvojnu banku Vijeća Europe

Ime:

Naziv:

Datum:

(Dodatak I Pristupnog sporazuma)

**OBRAZAC SPORAZUMA O SUFINANCIRANJU
u odnosu na Fond Regionalnog programa stambenog zbrinjavanja**

[ZAGLAVLJE DONATORA]

Director of the Central Directorate for Studies
and International Relations
Council of Europe Development Bank
55, avenue Kléber
75116 Paris
France

Datum:

Poštovani g. [],

Pozivam se na Pristupni sporazum u odnosu na Fond Regionalnog programa stambenog zbrinjavanja („Fond RPSZ-a“) između [NAZIV DRŽAVE/USTANOVE] („donatora“) i Razvojne banke Vijeća Europe, na snazi od [datum].

[NAPOMENA (za brisanje): ako se sporazum o sufinanciranju odnosi na povećanje doprinosa, sljedeće napomene bi također trebale biti navedene ovdje, odvojene zarezom od napomena Pristupnog sporazuma: „Naš sporazum/i o sufinanciranju na dan [...], [...] i [...]“.

Drago mi je obavijestiti Vas da [NAZIV DRŽAVE/USTANOVE] želi [ostvariti doprinos] ILI [povećati svoj doprinos] za Fond RPSZ-a [u] ILI [s] ukupnim iznosom od [IZNOS] [eura] [američkih dolara].

Doprinos će biti uplaćen u gotovini, u [euro] [američki dolar]
[u jednom obroku [datum] * ILI
[u /X/ obroka, s prvim obrokom od [IZNOS] [datum], a drugim obrokom od [IZNOS][datum], itd.] * ILI
[u /X/ obroka, od [IZNOS] svaki [DATUM/RAZDOBLJE, NPR. TROMJESEČNO...] * ILI
[u nekoliko obroka, s prvim u iznosu od [IZNOS] [DATUM], s time da donator mora obavijestiti čim prije upravitelja Fonda o iznosu/ima i datumu/mima uplate/a svih naknadnih obroka, prije uplaćivanja, a najkasnije [dva tjedna] prije uplate] * („datum/i uplaćivanja“).

**IZBRISATI OPCIJU KOJA SE NE PRIMJENJUJE.*

Donator će obavijestiti upravitelja Fonda dva radna dana prije [odgovarajućeg] datuma uplaćivanja da će njegov doprinos biti ostvaren na vrijednosni datum na dan plaćanja. Takva obavijest će se predati putem e-maila, te će biti upućena upravitelju Fonda:

Director of the Central Directorate for Studies

and International Relations
Council of Europe Development Bank
55, avenue Kléber
75116 Paris, France

Tel.: +331 47 55 71 51
Faks: +331 47 55 71 55
E-mail: CEB-donor-relations@coebank.org

[Doprinos će se uplatiti na račun Fonda putem euro računa otvorenog u ime Razvojne banke Vijeća Europe:

SWIFT code CEFP FR PP

IBAN DE44500700100928738400

BIC code DEUTDEFF

with DEUTSCHE BANK AG FRANKFURT

Taunusanlange 12,

60325 Frankfurt am Main

s naznakom za daljne kredite u eurima za „račun Fonda RPSZ-a”.] *ILI*

[Doprinos će se uplatiti na račun Fonda putem računa za američke dolare otvorenog u ime Razvojne banke Vijeća Europe:

SWIFT code CEFP FR PP

Broj računa 04405734

BIC code BKTRUS33

with DEUTSCHE BANK TRUST COMPANY AMERICAS NEW YORK

60 Wall Street

New York NY 10005

s naznakom za daljnje kredite u EUR za „račun Fonda RPSZ-a”.]

Doprinos je ostvaren bez namjene za određeni nacionalni projekt stambenog zbrinjavanja. *ILI*
[Doprinos je namijenjen sljedećoj/im nacionalnim projektima stambenog zbrinjavanja u
[NAZIV ZEMALJA PARTNERA/ZEMLJE PARTNER].

Potvrđujem da izrazi koji se koriste u ovom dokumentu imaju značenja koja su im pripisana u Općim uvjetima Fonda RPSZ-a („**Opći uvjeti**“). [NAZIV DRŽAVE/USTANOVE] priznaje da je ovaj Sporazum o sufinanciranju podložen i da u cijelosti uključuje odredbe iz Općih uvjeta.

S poštovanjem,

Ime:

Naziv:

Datum:

Prilog 3: Pregled kriterija provjere provedbene strukture

1. Proces provjere provedbene strukture

Cilj procesa provjere provedbene strukture je pružiti jamstvo Razvojnoj banci Vijeća Europe i donatorima, da se Nacionalni projekt stambenog zbrinjavanja provodi uz poštivanje načela zakonitosti i pravilnosti. Provedbena struktura mora jamčiti gospodarsko, djelotvorno i učinkovito korištenje sredstava osiguranih od strane Fonda RPSZ-a u skladu s Općim uvjetima i svim primjenjivim pravilima i propisima na temelju ovog Okvirnog sporazuma.

Prema tome, prije isplate prve rate bespovratnih sredstava temeljem sporazuma o dodjeli bespovratnih sredstava koji se sklapa kao prvi podprojekt u sklopu Nacionalnog programa stambenog zbrinjavanja, Razvojna banka Vijeća Europe provodi provjeru provedbene strukture zadužene za provedbu Nacionalnog programa stambenog zbrinjavanja. Ta provjera uključuje pregled sustava provedbene strukture, politika i provedbenih postupaka kao i stručnost njezinih zaposlenika.

Nakon prve provjere, Razvojna banka Vijeća Europe zadržava pravo izvršavanja daljnje provjere ako smatra potrebnim. U slučaju negativne ocjene, Razvojna banka Vijeća Europe može odlučiti dane dodijeli nijednu ratu bespovratnih sredstava ili nijednu ratu bespovratnih sredstava potpore u okviru Nacionalnog programa stambenog zbrinjavanja sve dok se ne postignu zadovoljavajući rezultati provedbene strukture.

2. Kriterij provjere provedbene strukture

Najvažniji kriteriji provjere provedba struktura se navode u nastavku:

C1 – Pravna osnova provedbene strukture

Provedbena struktura djeluje unutar jasno utvrđenog zakonskog okvira.

C2 – Organizacija provedbene strukture i poslovne sposobnosti

Provedbena struktura raspolaže vještinama koje su bitne za provedbu i upravljanje podprojekata u okviru Nacionalnog programa stambenog zbrinjavanja tijekom cijelog projektnog ciklusa, uključujući i vještine na područjima upravljanja projektima, tehničke/inženjerske, zaštite okoliša, nabave, računovodstva i financija, društvene i ekonomske vještine.

C3 – Sposobnost provedbene strukture u provedbi projekata

Provedbena struktura raspolaže dovoljnim brojem stručnog kadra u skladu s analizom radnog opterećenja, koje je navedena u sadržaju izvještaja o izvedivosti. Provedbena struktura osigurava odgovarajuće planiranje financijskih sredstava i identificira sve korake potrebne za postignuće ciljeva.

C4 – Nadzor provedbene strukture

Provedbena struktura ima sustave koji osiguravaju odgovarajući nadzor radne okoline i koji pružaju jamstvo da će se javna nabava provoditi na takav način da se jamči zakonitost i pravilnost svih transakcija čiji je cilj gospodarsko, djelotvorno i učinkovito korištenje sredstva iz Fonda RPSZ-a.

C5 – Izvještaji i nadzor provedbene strukture

Budući da je provedbena struktura odgovorna za izvještavanje o napredovanju provedbe podprojekata, takva struktura treba imati dobro postavljen sustav procedura kao i stručan kadar kako bi se osiguralo zadovoljavajuće i redovito izvještavanje prema Razvojnoj banci Vijeća Europe.

C6 – Upravljanje rizicima provedbene strukture

Provedbena struktura osigurava identifikaciju i upravljanje rizicima te kontrolne mehanizme koji se primjenjuju u svim područjima.

**Prilog 4: Standardni sporazum o dodjeli bespovratnih sredstava Razvojne banke Vijeća Europe
(predložak)**

Projekt br. [●] (upisati godinu)

**SPORAZUM O DODJELI BESPOVRATNIH SREDSTAVA
između**

REPUBLIKE HRVATSKE

i

RAZVOJNE BANKE VIJEĆA EUROPE

u vezi s

REGIONALNIM PROGRAMOM STAMBENOG ZBRINJAVANJA

Stranke ovog Sporazuma o dodjeli bespovratnih sredstava (u daljnjem tekstu „**Sporazum**”) su **REPUBLIKA HRVATSKA**, putem Državnog ureda za obnovu i stambeno zbrinjavanje, Radnička 22, 10000 Zagreb, Hrvatska (“zemlja partner”) i **RAZVOJNA BANKA VIJEĆA EUROPE**, međunarodna organizacija, s glavnim sjedištem u 55 avenue Kléber, 75116 Pariz, Francuska („**Razvojna banka Vijeća Europe**” ili „**Financijska institucija**”), u daljnjem tekstu zajednički navedene kao „**stranke**”, a svaka zasebno „**stranka**”).

BUDUĆI DA

- (A) Razvojna banka Vijeća Europe i zemlja partner sklopile su Okvirni sporazum potpisan dana 3.prosinca 2013., i čiji primjerak je priložen u Prilogu A ovog Sporazuma („**Okvirni sporazum**”).
- (B) Skupština donatora odobrila je [**upisati datum**] investicijsku potporu u obliku bespovratnih sredstava zemlji partner iz sredstava Fonda RPSZ-a, kako što je dalje opisano u članku 1. („**bespovratna sredstva**”) za financiranje podprojekta u okviru nacionalnog programa stambenog zbrinjavanja Zemlje partner pod nazivom [**upisati naziv**], kao što je dalje opisano u Prilogu B („**podprojekt**”).
- (C) Zemlja partner je dala svoju punu suglasnost na bespovratna sredstva i na provedbu potprojekta.
- (D) Stranke su odlučile sklopiti Sporazum, kako bi odredile odredbe i uvjete koji se odnose na (i) prijenos i korištenja bespovratnih sredstava; i (ii) provedbe podprojekta.

STOGA su se stranke ovime sporazumjele kako slijedi:

Definicije

U ovom Sporazumu određeni pojmovi i izrazi imaju isto značenje onome koje im je dano u Okvirnom sporazumu te će sljedeći pojmovi i izrazi imaju sljedeće značenje, osim ako kontekst ne zahtijeva drugačije.

„**krajnji korisnici**“ znači krajnje korisnike podprojekta, kako je određeno u Prilogu.

Članak 1. Bespovratna sredstva

- 1.1 Razvojna banka Vijeća Europe je, na način naveden u stavku 1.2. ovog članka, stavlja na raspolaganje zemlji partneru bespovratna sredstva u ukupnom iznosu od [*unijeti iznos*] eura.
- 1.2 Podložno odredbama ovog Sporazuma te ispunjenjem svih uvjeta koji prethode isplati, utvrđenih u članku 2. niže, te po primitku propisno ispunjenog i potpisanog Zahtjeva za isplatu rate bespovratnih sredstava od strane zemlje partnera, u obrascu utvrđenom u Prilogu C (*Zahtjev za isplatu rate bespovratnih sredstava (Predložak)*). Razvojna banka Vijeća Europe polaže bespovratna sredstva u najmanje dvije (2) rate bespovratnih sredstava na Poseban račun (kao što je određeno u članku 3.4. (*Poseban račun*) Okvirnog sporazuma):
- | | |
|-------------------|----------------------------|
| Broj računa IBAN: | [<i>Molimo unijeti</i>] |
| Ime nositelja: | [<i>Molimo unijeti</i>] |
| Ref.: | [<i>Molimo unijeti</i>] |
| Naziv banke: | [<i>Molimo unijeti</i>] |
| Adresa banke: | [<i>Molimo unijeti</i>] |
| Kod SWIFT BIC: | [<i>Molimo unijeti</i>]. |
- 1.3 Bespovratna sredstva će se isplaćivati u eurima (EUR). Svi financijska računi i izvještaji bit će izraženi u EUR.
- 1.4 Prva rata bespovratnih sredstava, koja predstavlja avansno plaćanje, iznosi [*upisati iznos*] € (dakle, neće prelaziti 30% odobrenog iznosa bespovratnih sredstava). Ona će biti isplaćena zemlji partneru nakon potpisivanja Sporazuma, podložno ispunjenju svih uvjeta koji prethode isplati utvrđeno u članku 2. niže.
- 1.5 Iznos svake sljedeće rate bespovratnih sredstava određuje se sukladno trenutnom stanju radova i predviđenom razvoju radova, u skladu s navodima zemlje partner u Izvješćima o napretku temeljem članka 5.
- 1.6 Svaka od sljedećih rata bespovratnih sredstava može biti isplaćena tek nakon što zemlja partner Razvojnoj banci Vijeća Europe predstavi Izvješće o napretku, podložno usklađenosti s člankom 5. niže, potvrđujući da je 70% prethodnih rata bespovratnih sredstava isplaćeno u skladu s odredbama Okvirnog sporazuma i Sporazuma.
- 1.7 Temeljem članka 3.3. (Datum završetka) Okvirnog sporazuma, procjenjuje se da će Datum završetka u odnosu na potprojekt iznositi do 36 mjeseci nakon stupanja na snagu ovog Sporazuma o dodjeli bespovratnih sredstava.

Članak 2.

Preduvjeti za isplatu

Sukladno članku 3.2. (Uvjeti koji prethode isplati) Okvirnog sporazuma, uvjeti koji prethode isplati bespovratnih sredstava su sljedeći:

- *[unijeti ostale uvjete koji prethode prvoj i/ili sljedećoj uplati/uplatama] ako se primjenjuju pri isplati prve i /ili sljedeće rate bespovratnih sredstava na temelju bilo kojih uvjeta koje određuje Skupština donatora u trenutku odobrenja zahtjeva za dodjelu bespovratnih sredstava*

2.1.1 Prije isplate prve rate bespovratnih sredstava:

- Zemlja partner dostavlja pravno mišljenje na engleskom jeziku, zadovoljavajuće za Razvojnu banku Vijeća Europe koje obuhvaća sposobnost, moći i ovlasti Republike Hrvatske za sklapanje Okvirnog sporazuma i Sporazuma te kojim se potvrđuje da oba Sporazuma predstavljaju valjan, obvezujući i izvršiv pravni posao.
- Provedbena struktura zemlje partnera, kako je određeno u članku 4. Okvirnog sporazuma te kako je određeno u članku 4. niže, uspostavljena je zadovoljavajuće za Razvojnu banku Vijeća Europe, u skladu s kriterijima navedenima u Dodatku 3. Okvirnog sporazuma.
- Temeljem Smjernica za nabavu Razvojne banke Vijeća Europe, zemlja partner mora Razvojnoj banci Vijeća Europe dostaviti plan nabave u odnosu na potprojekt koji je odobrila Razvojna banka Vijeća Europe.

2.1.2 Prije isplate bilo koje sljedeće rate bespovratnih sredstava:

- Prije isplate bilo koje sljedeće rate bespovratnih sredstava zemlja partner mora Razvojnoj banci Vijeća Europe dostaviti informacije o napretku provedbe bespovratnih sredstava u obliku Izvješća o napretku temeljem članka 5., zadovoljavajućim za Razvojnu banku Vijeća Europe.

2.1.3 Prije isplate posljednje rate bespovratnih sredstava:

- Prije isplate posljednje rate bespovratnih sredstava, zemlja partner će Razvojnoj banci Vijeća Europe, osim Izvješća o napretku, dostaviti Izvješće o verifikaciji troškova temeljem članka 4.10.5. (Verifikacija troškova) Okvirnog sporazuma, koje će izraditi vanjski revizor koji će biti odabran te će Izvješće o verifikaciji troškova biti izrađeno u skladu s Opisom poslova utvrđenim u Prilogu F (Opis poslova za verifikaciju troškova bespovratnih sredstava iz Fonda RPSZ-a vezano za Regionalni program stambenog zbrinjavanja), oba zadovoljavajuća za Razvojnu banku Vijeća Europe.

Članak 3.

Uvjeti korištenja bespovratnih sredstava

3.1. Zemlja partner potvrđuje da ovaj Sporazum podliježe i uključuje, pozivajući se na njih, odredbe i uvjete Okvirnog sporazuma, uključujući i njegove Dodatke, u cijelosti. Posebice:

- Temeljem članka 2. (Uvjeti korištenja bespovratnih sredstava/Potpore NPSZ-u), bespovratna sredstva koja dodijeli Razvojna banka Vijeća Europe će se koristiti isključivo za potprojekt.
- Bespovratna sredstva se ne smiju koristiti za financiranje neprihvatljivih troškova kao što je navedeno u Dodatku G ovog Sporazuma.
- Potprojekt će se provoditi u skladu s člankom 2 (Uvjeti korištenja bespovratnih sredstava/Potpore NPSZ-u) i člankom 4. (Obveze u okviru Nacionalnog programa stambenog zbrinjavanja) Okvirnog sporazuma.
- Temeljem članka 7. (Posljedice neispunjavanja uvjeta) Okvirnog sporazuma, u slučaju nepoštivanja odredbi članka 2. (Uvjeti korištenja Bespovratnih sredstava/Potpore NPSZ-u) i članka 4. (Obveze u okviru Nacionalnog programa stambenog zbrinjavanja) Okvirnog sporazuma, Razvojna banka Vijeća Europe zadržava pravo obustave, otkaza ili zahtijevanja hitnog povrata Bespovratnih sredstava. Prije postavljanja takvog zahtjeva stranke će se međusobno konzultirati.

3.2. Dodjela rata bespovratnih sredstava: Temeljem članka 4.7.3. (Dodjela rata bespovratnih sredstava) Okvirnog sporazuma (i) svaku ratu bespovratnih sredstava zemlja partner mora dodijeliti sastavnim dijelovima potprojekta (utvrđenih pomoću Izvješća o napretku kao u obrascu iz Dodatka D ovog Sporazuma) u roku od 12 mjeseci od datuma njezine isplate ("Završetak dodjele") i (ii) svaki iznos koji nije dodijeljen na taj način mora biti vraćen na račun Fonda RPSZ-a kojim upravlja Razvojna banka Vijeća Europe u roku 3 mjeseca od Datuma završetka dodjele.

3.3. Posljednji rok za provedbu radova/dostava/usluga: Troškovi koji se financiraju temeljem ovog Sporazuma o dodjeli bespovratnih sredstava moraju nastati u razdoblju od stupanja na snagu ovog Sporazuma o dodjeli bespovratnim sredstvima do, i ne kasnije od, 30. studenoga 2017. ("Posljednji rok za provedbu radova/dostava/usluga"), podložno daljnjem produljenju. Izraz "nastali" znači pružene usluge, izvršene dostave ili izvedene radove.

3.4. Svaki iznos koji ne bude potrošen do Datuma završetka potprojekta ili svaki povrat bespovratnih sredstava u skladu s Okvirnim sporazumom i Sporazumom bit će položen u eurima na račun Fonda RPSZ-a u roku 6 mjeseci od Datuma završetka, osim ako je drugačije ugovoreno. Takav polog na račun Fonda RPSZ-a bit će izvršen putem euro računa otvorenog u ime Razvojne banke Vijeća Europe:

SWIFT code CEFP FR PP

IBAN DE44500700100928738400

BIC code DEUTDEFF

with DEUTSCHE BANK AG FRANKFURT

Taunusanlange 12,

60325 Frankfurt am Main

s naznakom za daljnje kredite u EUR za "Račun fonda RPSZ-a".

Članak 4.

Provedbena struktura podprojekta

4.1. Temeljem članka 4.1.1. (Vodeća institucija) Okvirnog sporazuma zemlja partner je imenovala Državni ured za obnovu i stambeno zbrinjavanje kao Vodeću instituciju u odnosu na Nacionalni program stambenog zbrinjavanja i potprojekta koji proizlazi iz tog Programa.

4.2. Temeljem članka 4.1.2. (Jedinica za provedbu projekta) Okvirnog sporazuma, zemlja partner povjerava provedbu potprojekta Jedinici za provedbu projekta koja djeluje u okviru Državnog ureda za obnovu i stambeno zbrinjavanje ("JPP"), a zadaću projektnog izvještavanja Razvojnoj banci Vijeća Europe povjerava Državnom uredu za obnovu i stambeno zbrinjavanje. U svakom slučaju, odgovornost je svake zemlje partner pridržavati se svih obveza ovog Sporazuma.

U svakom slučaju, odgovornost za usklađenosti sa svim obvezama prema Sporazumu ostaje na zemlji partneru.

4.3. Ako se očekuje ili ostvari nepredviđen porast troškova (bilo zbog inflatornih čimbenika, fluktuacije tečajeva, prirodnih i ljudskim faktorom izazvanih katastrofa ili drugih nepredviđenih događaja), zemlja partner mora o tome propisno i pravovremeno obavijestiti Razvojnu banku Vijeća Europe i postupiti temeljem članka 4.8. (Povećani ili izmijenjeni troškovi potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja) Okvirnog sporazuma. U svakom slučaju, temeljem članka 4.8. (Povećani ili izmijenjeni troškovi potprojekta u okviru Nacionalnog programa stambenog zbrinjavanja) Okvirnog sporazuma, Razvojna banka Vijeća Europe se ne obvezuje pokriti troškove u iznosu koji premašuje ukupan iznos bespovratnih sredstava utvrđen u članku 1. ovog Sporazuma.

Članak 5.

Izvještaj o napretku podprojekta

5.1 Izvješća o napretku: temeljem članka 4.10.2 (Izvješća o napretku potprojekata/Potpore NPSZ-u) Okvirnog sporazuma, zemlja partner će putem vodeće institucije osigurati četveromjesečno izvještavanje koje će uključivati razdoblja zaključno s datumima 30. travnja, 31. kolovoza i 31. prosinca svake godine do posljednjeg zahtjeva za isplatu prema ovom Sporazumu o dodjeli bespovratnih sredstava (svaki takav datum, "Zaključni datum"), te će se Izvješća podnositi na dan koji pada najkasnije 14 kalendarskih dana od Zaključnog datuma, a ako taj datum pada u dane vikenda ili državnog blagdana važećima u zemlji partneru, tada prvog sljedećeg radnog dana (svaki takav datum "Datum izvještavanja"), s time da će prvi Zaključni datum u okviru Sporazuma o dodjeli bespovratnih sredstava biti 30. travnja 2014. te će sukladno tome prvi datum izvještavanja prema ovom Sporazumu o dodjeli bespovratnih sredstava biti 14. svibnja 2014., dakle, zemlja partner će navedenom učestalosti dostaviti u okviru Izvješća o napretku informacije Razvojnoj banci Vijeća Europe o tijeku provedbe bespovratnih sredstava.

Uz redovna četveromjesečna Izvješća o napretku, zemlja partner će također dostaviti informacije Razvojnoj banci Vijeća Europe o tijeku provedbe bespovratnih sredstava, u okviru Izvješća o napretku, prije svakog zahtjeva za isplatu rata bespovratnih sredstava. Ako se vrijeme podnošenja zahtjeva za isplatu podudara s vremenom podnošenja redovnog četveromjesečnog Izvješća o napretku, tada će potonje biti dostatno. Prije bilo koje isplate, Razvojna banka Vijeća Europe mora Izvješća o napretku smatrati zadovoljavajućima.

[Prilog D ovog Sporazuma je predložak koji sadrži osnovne podatke koje Razvojna banka Vijeća Europe zahtijeva u izvještajima o napretku.]

U svakom slučaju, izvještaji o napretku trebaju sadržavati:

- detaljan opis djelatnosti, uključujući odabir korisnika i zaštitu osobnih podataka, provedenih tijekom izvještajnog razdoblja;
- napredak u ostavri vanju dobrih rezultata unatoč nizu nepovoljnih pokazatelja;
- vjerojatnost (ekonomskih, društvenih i ekoloških) utjecaja;
- održivost;
- stanje dodjele rata bespovratnih sredstava, koje Razvojna banka Vijeća Europe isplaćuje zemljama partner;
- napredak aktivnosti postupka javne nabave;
- nastale troškove i prognozu za buduće izdatke koji se očekuju da će nastati tijekom određenog vremenskog razdoblja; i
- aktivnosti vezane uz vidljivost.

Izvještavanje o troškovima mora biti izraženo u eurima ili, u slučaju da su uplate izvršene u nekoj drugoj valuti, o troškovima će se izvještavati u nacionalnoj valuti pretvaranjem odgovarajućih iznosa u eure prema tečaju na dan pretvaranja odgovarajuće rate bespovratnih sredstava u nacionalnu valutu.

5.2 Završno izvješće: temeljem članka 4.10.2 (Izvješća o napretku potprojekata/Potpore NPSZ-u) Okvirnog sporazuma, Završno izvješće, koje će biti dostavljeno Razvojnoj banci Vijeća Europe u roku tri (3) mjeseca nakon datuma završetka prema potprojektu, će uključivati sveukupnu ocjenu izvođenja potprojekta u odnosu na ostvarenje ciljeva, kao i ocjenu uporabe bespovratnih sredstava. Razvojna banka Vijeća Europe mora Izvješće o dovršetku smatrati zadovoljavajućim.

5.3. [*Upisati samo za posljednji sporazum o dodjeli bespovratnih sredstava za posljednji podprojekt u okviru Nacionalnog programa stambenog zbrinjavanja*: na temelju članka 4.10.3. Nacionalnog programa stambenog zbrinjavanja, zemlja partner dostavlja Razvojnoj banci Vijeća Europe završni izvještaj, koji, da bi se izbjegle sumnje, izvještava Razvojnu banku Vijeća Europe o cjelokupnosti svih podprojekata koji su financirani bespovratnim sredstvima iz Fonda RPSZ-a u okviru Nacionalnog programa stambenog zbrinjavanja, i koji sadrži osnovne podatke koje Razvojna banka Vijeća Europe zahtijeva u završnom izvještaju [kao što je i utvrđeno u Prilogu E ovog Sporazuma].]

Članak 6. Izjave i jamstva

Zemlja partner izjavljuje i jamči:

- da je ovlaštena sklopiti Sporazum te da je potpisniku (potpisnicima) dala ovlaštenje za isto, u skladu sa zakonima, uredbama, propisima i drugim aktima koji su na njega primjenjivi;
- da izrada i izvršenje Sporazuma nisu u suprotnosti sa zakonima, uredbama, propisima i drugim aktima koji su na njega primjenjivi.

Članak 7. Obavijesti

7.1 Bilo koja obavijest koja se želi isporučiti strankama u vezi Sporazuma uručuje se ili šalje pismom ili telefaksom putem adresa navedenih u nastavku. Adrese obiju stranaka mogu se mijenjati na način utvrđen ovom odredbom.

7.2 Sve obavijesti za Razvojnu banku Vijeća Europe upućuju se na:

Council of Europe Development Bank
55, avenue Kléber
75116 Paris – France

Prima: Director, Directorate for Loans and Social Development (RHP)
Faks: +33 1 47 55 37 52
E-mail: ceb-RHP@coebank.org

Kopija: Director, Directorate for European Cooperation and Strategy
Faks: +33 1 47 55 71 55
E-mail: ceb-donor-relations@coebank.org

7.3 Obavijesti za države članice upućuju se na:

[Ministarstvo [*upisati naziv ministarstva*]] [*upisati naziv ustanove*] Republike Hrvatske
[*upisati adresu*] ????

Prima: [*upisati ime i naziv*]
Faks: [*upisati broj faksa*]

Članak 8. Izmjene i dopune

8.1 Ovaj Sporazum može biti izmijenjen pisanom izmjenom i dopunom sklopljenom između Razvojne banke Vijeća Europe i zemalje partner.

Članak 9. Rješenje o sporovima

9.1 Svaki spor koji proizlazi iz ili je u vezi s Sporazumom, uključujući njegovo postojanje, valjanost, tumačenje ili prestanak, rješavat će se mirnim putem između stranaka.

9.2 U slučaju neuspjelog mirnog rješavanja spora, sporovi podliježu arbitraži u skladu s odredbama iz članka 11. (*Rješavanje sporova*) Okvirnog sporazuma.

Članak 10. Stupanje na snagu

10.1 Sporazum stupa na snagu kad ga stranke potpišu.

Članak 11.

Tumačenje

- 11.1 Zemlja partner potvrđuje da ovaj Sporazum u cijelosti podliježe i uključuje, pozivajući se na njih, odredbe Okvirnog sporazuma.
- 11.2 U slučaju odstupanja, nedosljednosti i/ili sukoba između odredbi Okvirnog sporazuma i ovog Sporazuma, navedeni akti će imati prvenstvo sljedećim redoslijedom: (i) ovaj Sporazum, (ii) Okvirni sporazum.

U POTVRDU TOGA, niže potpisani, za to propisno ovlašteni, potpisali su Sporazum na engleskom jeziku u dva (2) izvornika.

Potpisano u [●],

Dana [●]

.....
Za Razvojnu banku Vijeća Europe

[Upisati ime/naziv]

.....
Za Republiku Hrvatsku

[Upisati ime/naziv]

PRILOG A

[unijeti primjerak potpisanog Okvirnog sporazuma]

PRILOG B

PRILOG B-1

Opis podprojekta

Država partner	
Naziv podprojekta	
Datum podnošenja obrasca za prijavu podprojekta	
Ugovorna tijela	
Datum odobrenja od strane nacionalnog Upravnog odbora	
Datum procjene UNHCR/-a OESS-a ²	
Datum preporuke Tehničkog odbora	
Datum odobrenja od strane Skupštine donatora	
Odobreni iznos bespovratnih sredstava	
Zaključak Skupštine donatora	

Cilj	
Lokacija	
Vrsta stambenog rješenja	
Procijenjeni ukupan trošak podprojekta	
Nepravilnosti procijenjenog troška	
Procijenjeni financijski plan	
Planirani raspored provedbe projekta	
Provedbena struktura	

² OESS gdje je to moguće

PRILOG B-2

Logička matrica projekta

Opis podprojekta	Intervencijska logika	Pokazatelji	Izvori provjere	Pretpostavke i rizici
Opći cilj				
Posebni cilj/ciljevi				
Rezultati				
Djelatnosti				

Prilog C

Zahtjev za isplatu rate bespovratnih sredstava (Predložak)

<Datum, mjesto>

Na pažnju:

CEB RHP Secretariat

Council of Europe Development Bank

55 avenue Kléber

F – 75116 Paris

Naziv Sporazuma o dodjeli bespovratnih sredstava:

Referentni br. /Broj zahtjeva za isplatu:

Sklopljen između <naziv države partner> i Razvojne banke Vijeća Europe u okviru Okvirnog sporazuma u vezi s Regionalnim programom stambenog zbrinjavanja od <datum> sklopljen između <naziv zemlje partner> i Razvojne banke Vijeća Europe

Poštovani g. /gđo.

Ovim putem tražim <isplatu prve rate/isplatu X. rate/isplatu posljednje rate> temeljem iznad navedenog Sporazuma o dodjeli bespovratnih sredstava.

Iznos se zahtijeva u EUR <...>.

U prilogu možete naći sljedeće dokumente:

- izvještaj o napretku
- izvještaj o verifikaciji troškova [samo u vezi zahtjeva za iznos posljednje rate bespovratnih sredstava]

Isplata rate bespovratnih sredstava uplaćuje se na sljedeći žiro račun: <naziv i adresa banke, broj računa, SWIFT i IBAN kod>

Ovime potvrđujem da informacije u ovom zahtjevu za isplatu rata bespovratnih sredstava su potpune i pouzdane, te da troškovi nastali do danas, kao što je utvrđeno u izvještaju o napretku, ispunjavaju uvjete u skladu s odredbama i uvjetima utvrđenim u Okvirnom sporazumu i Sporazumu, te da je ovaj zahtjev za isplatu rate bespovratnih sredstava potkrijepljen odgovarajućim i pouzdanim popratnim dokumentima.

S poštovanjem,

<Ovlašteni potpisnik>

Prilog D

[unijeti predložak koji navodi osnovne podatke koje u izvještajima zahtijeva Razvojna banka Vijeća Europe]

[unijeti samo u posljednjem Sporazumu o dodjeli bespovratnih sredstava: Prilog E

***Unijeti predložak za završni izvještaj koji navodi osnovne podatke koje u završnom izvještaju
zahtijeva Razvojna banka Vijeća Europe]***

Prilog F

[Unijeti opis poslova za izvještaj verifikacije troškova]

Prilog 5: Standardni Sporazum Razvojne banke Vijeća Europe o dodjeli bespovratnih sredstava za tehničku pomoć Nacionalnom programu stambenog zbrinjavanja (predložak)

CHP tehnička pomoć br. [●] (upisati godinu)

**SPORAZUM O DODJELI BESPOVRATNIH SREDSTAVA ZA TEHNIČKU POMOĆ
NACIONALNOM PROGRAMU STAMBENOG ZBRINJAVANJA
između**

REPUBLIKE HRVATSKE

i

**RAZVOJNE BANKE VIJEĆA EUROPE
u vezi
REGIONALNOG PROGRAMA STAMBENOG ZBRINJAVANJA**

Stranke Sporazuma o dodjeli bespovratnih sredstava za tehničku pomoć Razvojne banke Vijeća Europe Nacionalnom programu stambenog zbrinjavanja (u daljnjem tekstu, „Sporazum“) su **REPUBLIKA HRVATSKA**, [Ministarstvo financija, Katančićeva 5, 10000 Zagreb, Hrvatska] i **RAZVOJNA BANKA VIJEĆA EUROPE**, međunarodna organizacija, s glavnim sjedištem u 55 Avenue Kléber, 75116 Pariz, Francuska („CEB“ ili „financijska institucija“); koje se zajedno spominju u daljnjem tekstu kao „stranke“, svaka „stranka“.

BUDUĆI DA

- (A) Razvojna banka Vijeća Europe i zemlje partneri sklopile su Okvirni sporazum koji stupa na snagu [*upisati datum*], i čiji primjerak se nalazi u Prilogu A ovog Sporazuma („Okvirni sporazum“).
- (B) Europska unija, koju zastupa Europska komisija, i Razvojna banka Vijeća Europe [*upisati datum*] 2013. sklopili su dvostrani sporazum o sufinanciranju u odnosu na RPSZ koji propisuje, između ostalog, da Razvojna banka Vijeća Europe upravlja određenim fondovima EU za provedbu pojedinih djelatnosti u okviru RPSZ-a u skladu s Sporazumom o sufinanciranju („EU Sporazum o sufinanciranju“), koji je izmjenjen i dopunjen s vremena na vrijeme.
- (C) Temeljem EU Sporazuma o sufinanciranju, Razvojna banka Vijeća Europe u svom svojstvu financijske institucije, će, između ostaloga, uspostaviti i podržati održivi razvoj svakog nacionalnog programa stambenog zbrinjavanja te će tako osigurati odgovarajućim zemljama partnerima sredstva iz EU fondova (i) tehničku pomoć i podršku za provedbene strukture zemalja partner i/ili (ii) financijsku potporu za sufinanciranje troškova provedbene strukture i/ili (iii) financijsku potporu za sufinanciranje rada Regionalnog koordinacijskog foruma, kao što je i opisano u Prilogu B ovoga dokumenta („*tehnička pomoć Nacionalnom programu stambenog zbrinjavanja*“), sukladno uvjetima iz EU Sporazuma o sufinanciranju.

- (D) Zemlja partner je u potpunosti suglasna s dodjelom bespovratnih sredstava za tehničku pomoć u okviru Nacionalnog programa stambenog zbrinjavanja (kao što je utvrđeno u nastavku), i s provedbom tehničke pomoći u okviru Nacionalnog programa stambenog zbrinjavanja.
- (E) Stranke su odlučile zaključiti ovaj Sporazum i odrediti uvjete u vezi (i) prijenosa i korištenja bespovratnih sredstava tehničke pomoći u okviru Nacionalnog programa stambenog zbrinjavanja (kao što je utvrđeno u nastavku) i (ii) u vezi provedbe tehničke potpore Nacionalnom programu stambenog zbrinjavanja.

STOGA stranke su se dogovorile kako slijedi:

Definicije

U ovom Sporazumu utvrđeni pojmovi i izrazi imaju isto značenje kao u Okvirnom sporazumu i sljedeći utvrđeni pojmovi i izrazi imaju sljedeće značenje, osim ako sadržaj ne zahtijeva drugačije.

Članak 1.

Dodjela bespovratnih sredstava za tehničku pomoć Nacionalnom programu stambenog zbrinjavanja

- 1.1 Razvojna banka Vijeća Europe će, na način koji se opisuje u stavku 1.2. ovog članka, staviti na raspolaganje zemljama partnerima bespovratna sredstva za tehničku pomoć Nacionalnom programu stambenog zbrinjavanja u ukupnom iznosu od [**unijeti iznos**].
- 1.2 U skladu s uvjetima ovog Sporazuma i u skladu sa svim niže navedenim preduvjetima za isplatu koji se moraju ispuniti temeljem članka 2 , Razvojna banka Vijeća Europe polaže bespovratna sredstva za tehničku pomoć Nacionalnom programu stambenog zbrinjavanja u najmanje [**unijeti broj rata dodijeljenih bespovratnih sredstava za tehničku pomoć Nacionalnom programu stambenog zbrinjavanja**] rate dodijeljenih bespovratnih sredstava za tehničku pomoć Nacionalnom programu stambenog zbrinjavanja na poseban račun (kao što je određeno u članku 3.4. (*poseban račun*) Okvirnog Sporazuma):

Broj računa IBAN: [**Molimo upisati**]
Ime vlasnika: [**Molimo upisati**]
Ref.: [**Molimo upisati**]
Naziv banke: [**Molimo upisati**]
Adresa banke: [**Molimo upisati**]
Kod SWIFT BIC: [**Molimo upisati**].

- 1.3 Bespovratna sredstva za tehničku pomoć Nacionalnom programu stambenog zbrinjavanja plaća se u eurima (EUR). Svi financijski izvještaji i računi će biti izraženi u EUR.

Članak 2.

Preduvjeti isplate

- 2.1 Sukladno članku 3.2. (*Preduvjeti isplate*) Okvirnog sporazuma, preduvjeti za isplatu bespovratnih sredstava za tehničku pomoć Nacionalnom programu stambenog zbrinjavanja su sljedeći:
- [**unijeti ako se primjenjuju ostali preduvjeti prve i/ili iduće rate dodijeljenih bespovratnih sredstava za tehničku pomoć Nacionalnom programu stambenog zbrinjavanja i navesti**

ako su primjenjive za prvu i/ili iduću ratu/e dodjeljenih bespovratnih sredstava za tehničku pomoć Nacionalnog programa stambenog zbrinjavanja]

- 2.1.4 Prije isplate prve rate bespovratnih sredstava za tehničku potporu Nacionalnom programu stambenog zbrinjavanja
- zemlja partner mora dostaviti pravno mišljenje na engleskom jeziku zadovoljavajuće od strane Razvojne banke Vijeća Europe koje pokriva pitanja sposobnosti, moći i autoriteta Republike Hrvatske za sklapanje Okvirnog sporazum i Sporazuma. Zemlja partner potvrđuje da navedeni sporazumi predstavljaju valjane, obvezujuće i provedive obveze.
- 2.1.5 Prije isplate bilo koje dodatne rate bespovratnih sredstava za tehničku pomoć Nacionalnom programu stambenog zbrinjavanja:
- [•]
- 2.1.6 Prije isplate posljednje rate bespovratnih sredstava za tehničku pomoć Nacionalnom programu stambenog zbrinjavanja:
- [•]

Članak 3.

Uvjeti za korištenje bespovratnih sredstava za tehničku pomoć Nacionalnog programa stambenog zbrinjavanja

3.1 Zemlja partner prihvaća da ovaj Sporazum podliježe i uključuje uvjete Okvirnog sporazuma, uključujući i njegove priloge. A naročito:

- sukladno članku 2. (*uvjeti za korištenje bespovratnih sredstava/bespovratnih sredstava za tehničku pomoć Nacionalnom programu stambenog zbrinjavanja*) bespovratna sredstva za tehničku pomoć Nacionalnom programu stambenog zbrinjavanja dostupna od strane Razvojne banke Vijeća Europe koriste se isključivo za tehničku pomoć Nacionalnom programu stambenog zbrinjavanja (kao što je opisano u Prilogu B ovog dokumenta).
- tehnička pomoć Nacionalnom programu stambenog zbrinjavanja se provodi u skladu s člankom 2. (*uvjeti za korištenje bespovratnih sredstava/bespovratnih sredstava za tehničku pomoć Nacionalnom programu stambenog zbrinjavanja*) i pravilima i procedurama Razvojne banke Vijeća Europe, uključujući osobito smjernice za nabavu Razvojne banke Vijeća Europe.

U slučaju nepoštivanja navedenih pravila i postupaka, Razvojna banka Vijeća Europe zadržava pravo obustaviti, otkazati ili zatražiti hitnu isplatu bespovratnih sredstava za tehničku pomoć Nacionalnom programu stambenog zbrinjavanja. Prije nego što se napravi takva žalba, održat će se savjetovanje između stranaka.

3.2 Bilo koji iznos neutrošenih sredstava nakon datuma završetka tehničke pomoći Nacionalnom programu stambenog zbrinjavanja (kao što je utvrđeno u Prilogu B ovog dokumenta) ili bilo koja otpлата bespovratnih sredstava za tehničku pomoć Nacionalnom programu stambenog zbrinjavanja u skladu s Okvirnim sporazumom i Sporazumom položiti će se u EUR na sljedeće račune Razvojne banke Vijeća Europe u roku od [*upišite vremensko razdoblje*] od datuma završetka, osim ako nije drugačije dogovoreno:

Broj računa IBAN: [Molimo upisati]
Ime vlasnika: Razvojna banka Vijeća Europe
Ref.: [Molimo upisati]
Naziv banke: [Molimo upisati]
Adresa banke: [Molimo upisati]
Kod SWIFT BIC: [Molimo upisati]

[unijeti Članak o vidljivosti u skladu i kada se sklopi EU Sporazum u sufinanciranju].

- 3.3 Izvještaji o napretku i završni izvještaj opisani u članku 6. Ovog Sporazuma sadrže (i) podatke o nabavi sredstava, radova i usluga u okviru tehničke pomoći Nacionalnom programu stambenog zbrinjavanja, i (ii) mjere koje poduzima zemlja partner kako bi osigurala vidljivost u skladu s [unijeti spomenuti članak o vidljivosti].

Članak 4.

Provedbena struktura tehničke pomoći Nacionalnom programu stambenog zbrinjavanja

- 4.1 Sukladno članku 4.1.1. (vodeća institucija) Okvirnog sporazuma zemlja partner je imenovala Državni ured za obnovu i stambeno zbrinjavanje kao vodeću instituciju u okviru Nacionalnog programa stambenog zbrinjavanja i tehničke pomoći Nacionalnom programu stambenog zbrinjavanja.
- 4.2 Sukladno članku 4.1.2. (Jedinica za provedbu projekta) Okvirnog sporazuma zemlja partner povjerava provedbu tehničke pomoći Nacionalnog programa stambenog zbrinjavanja [upisati naziv JPP] koja pripada Državnom uredu za obnovu i stambeno zbrinjavanje, Jedinici za provedbu projekata ("JPP") i izvještaj koji se treba predati Razvojnoj banci Vijeća Europe Državnom uredu za obnovu i stambeno zbrinjavanje.

U svakom slučaju, odgovornost je zemlje partner pridržavati se svih obveza Sporazuma.

Članak 5.

Provedba tehničke pomoći Nacionalnog programa stambenog zbrinjavanja

- 5.1 Bespovratna sredstva za tehničku pomoć u okviru Nacionalnog programa stambenog zbrinjavanja koja pripadaju Razvojnoj banci Vijeća Europe- u iznosu od eura[●] pokrivaju [●]% od iznosa tehničke pomoći Nacionalnom programu stambenog zbrinjavanja koji se navodi u Prilogu B.
- 5.2 Obveza je zemlje partner primijeniti pažnju i pozornost potrebnu za pravilnu provedbu tehničke pomoći Nacionalnom programu stambenog zbrinjavanja.
- 5.3 Ako se očekuju nepredviđena ili ostvarena povećanja troškova (bilo zbog inflacijskih čimbenika, fluktuacije tečaja, prirodnih i ljudskih katastrofa ili drugih nepredviđenih okolnosti), zemlja partner pravovremeno obavještava Razvojnu banku Vijeća Europe. U svakom slučaju, Razvojna banka Vijeća Europe se ne obvezuje pokrivati troškove čiji iznosi premašuju ukupan iznos bespovratnih sredstava za tehničku pomoć u okviru pomoći Nacionalnog programa stambenog zbrinjavanja navedeno u članku 1. ovog Sporazuma.

Članak 6.

Izveštaj o napretku tehničke pomoći u okviru Nacionalnog programa stambenog zbrinjavanja

6.1 *Izveštaji o napretku*: Sukladno članku 4.10.2. (*izveštaji o napretku podprojekata/tehničke pomoći u okviru Nacionalnog programa stambenog zbrinjavanja*) Okvirnog sporazuma zemlja partner [putem vodeće institucije] dostavlja svaka 4 mjeseca [*upisati dan i mjesec*], [*upisati dan i mjesec*] i [*upisati dan i mjesec*] svake godine do posljednje zahtjeva za isplatu sredstava temeljem ovog Sporazuma o tehničkoj pomoći u okviru Nacionalnog programa stambenog zbrinjavanja, a ako taj datum pada na vikend ili praznik u zemlji partner onda na sljedeći radni dan (svaki takav datum, „**datum izveštaja**“) s prvim datumom izvještavanja koji u skladu s ovim Sporazumom o tehničkoj pomoći u okviru Nacionalnog programa stambenog zbrinjavanja pada na [*upisati dan, mjesec i godinu*] podatke Razvojnoj banci Vijeća Europe, u vezi napredovanja provedbe tehničke pomoći Nacionalnog programa stambenog zbrinjavanja u okviru Izveštaja o napretku.

Izveštavanje o izdacima mora biti izraženo u eurima ili, plaćanja se mogu izvršiti u bilo kojoj drugoj valuti, pretvaranjem odgovarajućeg iznosa prema deviznom tečaju eura na datum uplate ugovaratelja, u valutu koja nije euro.

6.2 Zemlja partner, [putem vodeće institucije,] [putem JPP] vodi poslovne knjige vezano za tehničku pomoć u okviru Nacionalnog programa stambenog zbrinjavanja, koje su u skladu s međunarodnim standardima, te bilježi sva poslovanja i utvrđuje imovinu i usluge koje se financiraju iz bespovratnih sredstava tehničke pomoći u okviru Nacionalnog programa stambenog zbrinjavanja.

6.3 Razvojna banka Vijeća Europe može provesti reviziju računovodstva tehničke pomoći u okviru Nacionalnog programa stambenog zbrinjavanja koju provode jedan ili više konzultanata sukladno odluci Razvojne banke Vijeća Europe, na trošak zemlje partner u slučaju neispunjenja i nepoštivanja obveza iz Sporazuma.

6.4 Zemlja partner je dužna u razumnom razdoblju odgovoriti na bilo koji zahtjev za podacima od strane Razvojne banke Vijeća Europe i pružiti svu dokumentaciju koju Razvojna banka Vijeća Europe smatra potrebnom i koju može opravdano zatražiti, za pravilnu provedbu tehničke pomoći u okviru Nacionalnog programa stambenog zbrinjavanja, posebice što se tiče nadzora korištenja bespovratnih sredstava za tehničku pomoć u okviru Nacionalnog programa stambenog zbrinjavanja.

6.5 *Završni izveštaj*: Na temelju članka 4.10.2. (*izveštaj o napretku podprojekata/tehničke pomoći u okviru Nacionalnog programa stambenog zbrinjavanja*) Okvirnog sporazuma završni izveštaj, koji se dostavlja Razvojnoj banci Vijeća Europe u roku od [*upisati razdoblje*] nakon završnog datuma provedbe tehničke pomoći u okviru Nacionalnog programa stambenog zbrinjavanja (kao što je i navedeno u Prilogu B) obuhvaća procjenu korištenja i učinak korištenja bespovratnih sredstava za tehničku pomoć u okviru Nacionalnog programa stambenog zbrinjavanja. Razvojna banka Vijeća Europe mora smatrati završni izveštaj zadovoljavajućim.

Članak 7.

Izjave i jamstva

Zemlja partner izjavljuje i jamči:

- da je ovlaštena za sklapanje Sporazuma i da je pružila potpisnici/cama odobrenje u tu svrhu, sukladno zakonima, uredbama, propisima i drugim aktima koji se primjenjuju na njega;
- da izrada i izvršenje Sporazuma nije u suprotnosti sa zakonima, uredbama, propisima i drugim aktima koje se primjenjuju na njega.

Članak 8. Obavijesti

8.1 Bilo koja obavijest koja se isporučuje strankama u vezi Sporazuma uručuje se ili šalje pismom ili telefaksom strankama putem adresa navedenih u nastavku. Adrese obiju stranaka mogu se mijenjati na način kako je određeno u ovoj odredbi.

8.2 Sve obavijesti za Razvojnu banku Vijeća Europe upućuju se na:

Council of Europe Development Bank
55, avenue Kléber
75116 Paris – France

Prima: Director, Directorate for Loans and Social Development (RHP)
Faks.: +33 1 47 55 37 52
E-mail: ceb-RHP@coebank.org

Kopija: Director, Directorate for European Cooperation and Strategy
Faks.: +33 1 47 55 71 55
E-mail: ceb-donor-relations@coebank.org

8.3 Obavijesti za zemlje partner upućuju se na:

[Ministarstvo [*upisati naziv ministarstva*]] [*upisati naziv ustanove*] Republike Hrvatske
[*upisati adresu*]

Prima: [*upisati ime i naziv*]
Faks: [*upisati broj faksa*]

Članak 9. Izmjene

9.1 Ovaj Sporazum može biti izmijenjen putem pismenih izmjena od strane Razvojne banke Vijeća Europe i zemalja partner.

Članak 10. Rješenje sporova

10.1 Bilo koji spor koji nastane iz ili u vezi s Sporazumom, uključujući njegovo postojanje, valjanost, tumačenje ili raskid rješava se sporazumno između stranaka.

10.2 Ako ne postoji mogućnost da se sporovi riješe postupkom mirenja, onda takvi sporovi podliježu arbitraži u skladu s uvjetima iz članka 11. (*rješavanje sporova*) Okvirnog sporazuma.

Članak 11.
Stupanje na snagu

11.1 Sporazum će stupiti na snagu nakon potpisivanja obiju ugovornih stranaka.

Članak 12.
Tumačenje

12.1 Zemlje partner priznaju da ovaj Sporazum podliježe i uključuje u cijelosti uvjete navedene u Okvirnog sporazumu.

12.2 U slučaju neslaganja, nedosljednosti i/ili sukoba između uvjeta navedenih u Okvirnom sporazumu i ovom Sporazumu dokumenti prevladavaju prema sljedećem redoslijedu: (i) ovaj Sporazum, (ii) Okvirni sporazum.

U ZNAK POTVRDE, niže potpisane ugovorne stranke, propisno ovlaštene, potpisale su Sporazum na engleskom jeziku u dva (2) izvornika.

Potpisano [●],

Dana [●]

.....
Za Razvojnu banku Vijeća Europe

[Upisati ime/naziv]

.....
Za Republiku Hrvatsku

[Upisati ime/naziv]

PRILOG A

[unijeti primjerak Okvirnog sporazuma]

PRILOG B

[unijeti opis tehničke pomoći u okviru Nacionalnog programa stambenog zbrinjavanja]

Prilog 6: Rješavanje sporova u vezi s dodjelom bespovratnih sredstava

POGLAVLJE 4.

Rješavanje sporova u vezi s zajmovima Banke ili odgovarajućim jamstvima

ČLANAK 4.1

Arbitraža

Svaki spor između stranaka vezano za sporazum o zajmu i, tamo gdje je primjenjivo, sporazum o jamstvu vezano za tumačenje ili izvršenje takvih sporazuma ili u odnosu na žalbu od strane jedne od spomenutih stranaka protiv druge koja proizlazi iz sporazuma o zajmu ili sporazuma o jamstvu ili ovih propisa, i koji nisu riješeni između stranaka podliježe arbitražnom postupku na način koji se propisan niže.

ČLANAK 4.2

Započinjanje arbitražnih postupaka

Arbitražni postupci mogu biti pokrenuti od strane bilo koje stranke navedene u prethodnom stavku putem zahtjeva koji se dostavlja svim strankama; zahtjev sadrži vrstu i predmet spora te nadalje žalbe koje su podnesene na arbitražu.

ČLANAK 4.3

Imenovanje Arbitražnog suda

U svim arbitražnim postupcima pokrenutim temeljem ovog članka, zajmoprimac ili jamac (ako ih ima) može biti stranka pored jamaca, odnosno zajmoprimca, ovisno o slučaju.

Za sve sporove koji su podneseni na arbitražu u skladu s ovim člankom, uspostavlja se arbitražni sud. Arbitražni sud sastoji se od tri arbitražna suca, kako slijedi:

- a) jednog arbitra kojeg imenuje Banka;
- b) drugog arbitra kojeg imenuje zajmoprimac, ili gdje je primjenjivo, prema dogovoru između zajmoprimca i jamca, ili ako takav dogovor nije moguć, jamca;
- c) trećeg arbitra, zvanog izabrani sudac, koji će djelovati u svojstvu predsjednika arbitražnog suda, kojeg se imenuje suglasno između stranaka ili, u nedostatku takve suglasnosti, od predsjednika Europskog suda za ljudska prava, ili u slučaju da ima isto državljanstvo kao zajmoprimac ili jamac, od potpredsjednika suda ili, ako je potpredsjednik suda u istoj situaciji, od viših sudaca Suda koji nemaju ni državljanstvo jamca ni zajmoprimca.
- d) postupak koji se opisuje u prethodnom stavku održava se, na zahtjev jedne od stranaka u sporu, ako, u roku od mjesec dana nakon obavijesti o zahtjevu za arbitražom, se ne postigne dogovor o imenovanju suca.
- e) ako jedna od stranaka ne imenuje arbitra, imenovat će ga izabrani sudac.

ČLANAK 4.4

Mjesto arbitraže

Prvo zasjedanje arbitražnog suda održava se se na takav datum i na takvom mjestu koje odredi izabrani sudac. Prema tome, sud će se odlučiti gdje i kada će se održati prvo zasjedanje.

ČLANAK 4.5

Zakon koji se primjenjuje kod arbitražnih postupaka

Arbitražni sud odlučuje o svim pitanjima iz svoje nadležnosti. Sud sam određuje svoja pravila postupka, te odabire primjenjivo pravo, osim ako se taj zakon navodi u ugovorima ili u arbitražnom sporazumu, imajući na umu odredbe članka 1. (3.) Trećeg protokola Općeg Sporazuma o povlasticama i imunitetima Vijeća Europe. Sve odluke suda donose se većinom glasova.

Domaće pravo se može primijeniti u posebnom slučaju, pod uvjetom da ne odstupa od Trećeg protokola Općeg Sporazuma o povlasticama i imunitetima Vijeća Europe i od članaka ovog Sporazuma.

ČLANAK 4.6

Odluka arbitražnog suda

Sve odluke arbitražnog suda sadrže razloge na temelju kojih je donesena takva odluka. One su konačne i obvezujuće za sve stranke koje se spominju u članku 4.3. One mogu biti donesene i u slučaju ogluhe.

ČLANAK 4.7

Troškovi arbitraže

Stranka protiv je odluka donesena snosi troškove arbitražnog postupka, osim ako arbitražni sud odluči drugačije ili ako su se stranke dogovorile drugačije u skladu s klauzulom sporazuma o zajmu ili sporazuma o jamstvu. Arbitražni sud daje konačnu odluku o bilo kojem sporu po pitanju troškova.

ČLANAK 4.8

Izvršenje arbitražne odluke

Sporazum o zajmu i sporazum o jamstvu moraju sadržavati sve potrebne odredbe kako bi se osiguralo, u odnosu na Banku i u odnosu na zajmoprimca i jamca, poštivanje svih odluka donesenih na temelju ovog poglavlja.

Ako unutar jednog mjeseca nakon što su izvornici odluke dostavljeni strankama, odluka nije izvršena, bilo koja od stranaka navedenih u članku 4.3. može pokrenuti postupak izvršenja odluke. Sud koji je nadležan za takve postupke bit će onaj određen pravilima građanskog postupka odnosno države.

FRAMEWORK AGREEMENT

between

THE REPUBLIC OF CROATIA

and

THE COUNCIL OF EUROPE DEVELOPMENT BANK

in relation to the

REGIONAL HOUSING PROGRAMME

Table of Contents

Article 1. Financing of the Country Housing Project.....	7
Article 2. Conditions for use of the Grant / CHP Support Grant	7
Article 3. The Grant / CHP Support Grant.....	8
Article 4. Country Housing Project undertakings	9
Article 5. Discharge of the Partner Country's obligations	15
Article 6. Representations and warranties.....	15
Article 7. Consequences of failure to comply.....	15
Article 8. Relations with third parties	16
Article 9. Interpretation of the Agreement.....	15
Article 10. Amendments	15
Article 11. Dispute resolution	16
Article 12. Execution of an arbitration award.....	16
Article 13. Notices	17
Article 14. Entry into force	17
Article 15. Originals of the Agreement.....	18
Appendix 1: Description of the Country Housing Projects under the Regional Housing Programme	19
Appendix 2: General Conditions.....	21
Appendix 3: Outline of Implementing Structure verification criteria	45
Appendix 4: CEB's standard Grant Agreement (template).....	46
Appendix 5: CEB's standard CHP Support Grant Agreement (template)	62
Appendix 6: Settlement of disputes in respect of Grants	68

The **REPUBLIC OF CROATIA** through the Ministry of Finance, Katančićeva 5, 10000 Zagreb, Croatia
(the “**Partner Country**”),

and

The **COUNCIL OF EUROPE DEVELOPMENT BANK**, International Organisation, with its headquarters at 55 avenue Kléber, 75116 Paris, France
(“**CEB**”)

jointly referred to hereinafter as the “**Parties**”, each a “**Party**”;

WHEREAS

- (A) The ‘Joint Regional Programme on Durable Solutions for Refugees and Displaced Persons’ (the “**Regional Housing Programme**” or the “**RHP**”) is a joint initiative of Bosnia and Herzegovina, Republic of Croatia, Montenegro and Republic of Serbia (each a “**Partner Country**” and together the “**Partner Countries**”).
- (B) The aim of this regional initiative, which is an integral part of the ‘Sarajevo Process on refugees and displaced persons’ initiated in 2005, re-launched in March 2010 at the Belgrade conference, and to which the Partner Countries have re-committed themselves with the November 2011 Belgrade Declaration, is to contribute towards resolving the protracted displacement situation of the most vulnerable refugees and displaced persons (DPs) following the 1991-1995 conflicts on the territory of former Yugoslavia, including internally displaced persons (IDPs) in Montenegro from 1999, by, inter alia, providing them with durable housing solutions.
- (C) The RHP aims to benefit close to 74,000 people or 27,000 households and its cost is estimated to be approximately €584 million over a five-year period. It shall comprise four country housing projects, one in each Partner Country each of which shall be implemented by the relevant Partner Country in several sub-projects and in several phases (each a “**Country Housing Project**” or a “**CHP**”).
- (D) The CEB was established on 16 April 1956 by the adoption of its Articles of Agreement, as amended, (the “**Articles of Agreement**”) by the Committee of Ministers of the Council of Europe, the decision-making body of the Council of Europe and has its origins in a Partial Agreement originally entered into between eight Council of Europe member states. The CEB is governed by the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe of March 6, 1959 (the “**Third Protocol**”), by its Articles of Agreement and by regulations issued pursuant to the Articles of Agreement.
- (E) The participation of CEB to the RHP and the establishment of a fund named ‘Regional Housing Programme Fund’ to pool donor contributions of at least € 250,000 (the “**RHP Fund**”) were approved on 27 January 2012 by the CEB’s administrative council by Resolution 1543(2012).
- (F) CEB accepted to administer the RHP Fund in accordance with the General Conditions of the RHP Fund which were accepted by the Donors by way of adherence agreement entered into between CEB and each Donor, respectively, as amended from time to time (the “**General Conditions**”). CEB’s role in respect of the RHP is that of RHP Secretariat, Fund Manager and Finance Institution and as further detailed in the General Conditions.

- (G) In its capacity of Finance Institution, CEB, *inter alia*, shall disburse investment subsidy grants from the RHP Fund resources to the Partner Countries for financing any sub-project under the Country Housing Projects that fulfils certain eligibility criteria as detailed in the General Conditions upon the decision of the Assembly of Donors (“**Grants**”) and in connection with any Grants may disburse loans from its own resources to the Partner Countries for financing the same sub-project under the Country Housing Projects that meets all of CEB’s conditions for financing upon the decision of CEB’s administrative council (“**Loans**”).
- (H) The European Union, represented by the European Commission, and the CEB shall enter into a bilateral contribution agreement in relation to the RHP which may stipulate, *inter alia*, that the CEB shall administer certain EU funds for the benefit of certain activities under the RHP in accordance with the contribution agreement, as amended from time to time (the “**EU Contribution Agreement**”).
- (I) Pursuant to the EU Contribution Agreement, CEB, in its capacity of Finance Institution, shall, *inter alia*, establish and support the implementation of each Country Housing Project and shall thus provide to the Partner Country from EU funds (i) technical assistance support to the Implementing Structure of the Partner Country and / or (ii) financial support to co-fund the operating expenses of the Implementing Structure and / or (iii) financial support to co-fund the operation of the Regional Coordination Office as further described in Article 1 under paragraph 1.3 below (the “**CHP Support**”).
- (J) The Parties have decided to conclude the present Framework Agreement (the “**Agreement**”) to set out the terms and conditions applicable to (i) any Grants and (ii) any CHP Support.

NOW THEREFORE the Parties hereby agree as follows:

Definitions

In this Agreement the following defined terms and expressions shall bear the following meaning, unless the context requires otherwise:

“**Allocation of a Tranche**” (hereinafter also “**Allocation**” or “**Allocated**”) means the commitment of a Tranche by the Partner Country to the component parts of the sub-project under the Country Housing Project (identified by means of a standard table appended to any Grant Agreement) even if such Tranche has not yet been paid out by the Partner Country for the sub-project under the Country Housing Project.

“**Assembly of Donors**” means the assembly of donors of the RHP Fund comprising one representative of each Donor and CEB in its capacity as the Fund Manager.

“**CEB’s Environmental Policy**” means the CEB’s Environmental policy as amended from time to time and as publically available on its website: www.coebank.org.

“**CEB’s Loan Regulations**” means the CEB’s ‘Loan regulations’ which are comprised in CEB’s Policy for Loan and Project Financing as amended from time to time and as publically available on its website: www.coebank.org.

“**CEB’s Policy for Loan and Project Financing**” means the CEB’s Overall policy framework for loan and project financing, as amended from time to time and as publically available on its website: www.coebank.org.

“**CEB’s Procurement Guidelines**” means the CEB’s ‘Guidelines for Procurement of supplies, works and services’, as amended from time to time, as publically available on its website: www.coebank.org.

“**CHP Support Grant**” means any grant the CEB provides to the Partner Country from EU funds in the form of financial support (i) to fund technical assistance to the Implementing Structure of the Partner Country and / or (ii) to co-fund the operating expenses of the Implementing Structure and / or (iii) to co-fund the operation of the Regional Coordination Office, subject to the terms and conditions of the EU Contribution Agreement and as documented by a CHP Support Grant Agreement.

“**CHP Support Grant Agreement/s**” means the grant agreement/s which document/s any CHP Support Grant to be entered into between the Parties, subject to the terms and conditions of the EU Contribution Agreement and substantially in the form appended hereto in Appendix 5.

“**Completion Report**” means the completion report on any of the sub-projects under the Country Housing Project as further described in 0 under paragraph 4.10.2 below.

“**Current State of Progress of Works**” means the progress in terms of physical advancement of works compared to the original work plan and the ratio of incurred eligible expenditure to total eligible cost of the sub-project under the Country Housing Project.

“**Donor/s**” means any state and / or institution that has made a minimum contribution of € 250,000 to the RHP Fund;

“**Feasibility Report**” means a country-specific feasibility report prepared by the Partner Country and approved by CEB and the European Commission which indicates in detail the institutional structures for the implementation of the respective CHP; specify implementation mechanisms and procedures and detail the general scope, quantities, costs and schedules.

“**Finance Institution**” means the CEB in its capacity as the finance institution where it (i) shall appraise Grant Requests and/or Loan Requests, (ii) shall disburse Grants to the Partner Countries, (iii) may provide Loans, subject to all CEB’s conditions for financing being met and (iv) shall monitor the implementation of sub-projects under the Country Housing Projects partially financed by either Grants and Loans or Grants;

“**Final Report**” means the final report on the Country Housing Project as further described in 0 under paragraph 0 below.

“**Framework Loan Agreement/s**” means the framework loan agreement/s which specifies/specify the Loan made available to the Partner Country for any sub-project under its Country Housing Project to be entered into between the Parties upon the approval of a Loan Request by CEB’s administrative council.

“**Grant Agreement/s**” means the grant agreement/s which specifies/specify the Grant made available to the Partner Country for any sub-project under its Country Housing Project to be entered into between the Parties following the approval of a Grant Request by the Assembly of Donors, substantially in the form appended hereto in Appendix 4.

“**Grant Request Assessment Criteria**” means the grant request assessment criteria prepared by the Technical Committee in consultation with the Partner Countries and approved by the Assembly of Donors, as amended from time to time, and shared with the Partner Countries.

“**Grant Tranche**” means an amount disbursed or to be disbursed from any Grant.

“**Implementing Structure**” means the structure in the Partner Country that implements a sub-project under the Country Housing Project as further described in 0 below.

“Lead Institution” means the Partner Country’s ministry or institution who, by delegation of the Partner Country, has the overall responsibility for the coordination and management of the Country Housing Project and any sub-project thereunder as further described in 0 under paragraph 4.1.1 below.

“Loan Disbursement Agreement/s” means the disbursement agreement/s which specifies/specify for each Loan Tranche, the amount, the interest rate, the currency, the disbursement date, the repayment period and each Party's accounts for remittance and shall be drawn up at the time of disbursement.

“Loan Tranche” means an amount disbursed or to be disbursed from any Loan.

“Progress Report” means any of the progress reports on (i) the sub-projects under the Country Housing Project and / or (ii) the CHP Support as further described in 0 under paragraph 4.10.2 below.

“Project Implementing Unit (PIU)” means the Partner Country’s team in charge of the preparation, the day-to-day implementation, physical and financial management and follow-up of any sub-project under the Country Housing Project.

“Projected State of Progress of Works” means the planned progress in terms of physical advancement of works for a determined period of time and the ratio of eligible expenditure expected to be incurred for a determined period of time to total eligible cost of the sub-project under the Country Housing Project.

“Regional Coordination Forum” means the regional coordination forum coordinating the RHP activities among the Partner Countries.

“Regional Coordination Office” or **“RCO”** means the structure to be established in one of the Partner Countries with the aim to enhance regional cooperation in the framework of the RHP implementation and to ensure that the regional aspects of the RHP are adequately addressed.

“RHP Secretariat” means the CEB in its capacity as RHP secretariat as described in paragraph 3.5 of the General Conditions.

“Technical Committee” means the technical committee of the RHP Fund comprising one representative of the European Commission, each Donor and group of Donors who has/have made one or more contributions to the RHP Fund totalling €5,000,000 or in excess thereof and CEB in its capacity as the RHP Secretariat.

Article 1. Financing of the Country Housing Project

This Agreement describes and governs (i) any Grant and (ii) any CHP Support that CEB, in its capacity of Finance Institution, may provide to the Partner Country.

1.2. Grant

If a Grant is requested by the Partner Country (“**Grant Request**”) and subsequently approved by the Assembly of Donors, such Grant is made and shall be disbursed to the Partner Country by CEB, in its capacity as Finance Institution, under the conditions set out in this Agreement and the relevant Grant Agreement.

If a Loan is requested by the Partner Country in connection with any sub-project under the Country Housing Project (“**Loan Request**”) and subsequently approved by the CEB’s administrative council, such Loan is made and shall be disbursed to the Partner Country by CEB under the general conditions of CEB’s Loan Regulations and under the special conditions fixed by the relevant Framework Loan Agreement and any Loan Disbursement Agreement thereto.

1.3. CHP Support

Pursuant to the EU Contribution Agreement, CEB, in its capacity of Finance Institution, shall, *inter alia*, support the implementation of the Country Housing Project, including the Implementing Structure as further described in 0, and shall thus provide:

- (iv) technical assistance support to the Implementing Structure of the Partner Country, and / or
- (v) financial support to co-fund the operating expenses of the Implementing Structure of the Partner Country[, and / or
- (vi) financial support to co-fund the operation of the Regional Coordination Office],

in each case subject to the terms and conditions of the EU Contribution Agreement and with respect to item (iii) above also subject to the terms of reference of the Regional Coordination Office to be developed and agreed between the Partner Countries, the European Commission on behalf of the EU and the CEB.

The terms of any such financial support shall be defined in a CHP Support Grant Agreement.

For the avoidance of doubt, the terms of any technical assistance shall be defined either (i) in a CHP Support Grant Agreement or (ii) in an agreement to be concluded by the CEB and the relevant consultant, subject to the terms and conditions of the EU Contribution Agreement. The Partner Country undertakes to accept the technical assistance.

Article 2. Conditions for use of the Grant / CHP Support Grant

Grants: Any Grants shall be provided by the CEB in consideration of the commitment that the Partner Country is making to apply such Grant/s solely to financing its Country Housing Project as further described in Appendix 1 and each sub-project thereunder as further described in the relevant Grant Agreement and to carry out its Country Housing Project and each sub-project thereunder. The Partner Country undertakes that should it, after implementation of any sub-project under the Country Housing Project, collect any revenues from any Grant it shall reinvest them in the Country Housing Project, unless otherwise decided between the Partner Country and the CEB.

In accordance with the General Conditions each Country Housing Project and each sub-project thereunder shall be implemented in accordance with (i) the General Conditions, (ii) CEB’s rules and procedures, including in particular:

- CEB's Procurement Guidelines;
- CEB's Environmental Policy; and
- CEB's Policy for Loan and Project Financing to the extent not indicated otherwise in the General Conditions,

and (iii) the Grant Request Assessment Criteria and (iv) any terms and conditions specified by the Assembly of Donors as reflected in the relevant Grant Agreement.

CHP Support Grants: Any CHP Support Grants shall be provided by the CEB subject to (i) the EU Contribution Agreement, (ii) CEB's rules and procedures, including in particular CEB's Procurement Guidelines.

Article 3. The Grant / CHP Support Grant

3.1. Financial conditions

The amount of any Grant shall be detailed in a Grant Agreement to be entered into between the Parties pursuant to this Agreement upon the approval by the Assembly of Donors of any Grant Request in respect of a sub-project under the Partner Country's Country Housing Project.

3.2. Conditions precedent for disbursement

The conditions precedent for disbursement of any Grant, including, *inter alia*, (i) a Legal opinion in the English language satisfactory to CEB covering the issues of capacity, power and authority of the Republic of Croatia to enter the Agreement and the relevant Grant Agreement and confirming that both Agreements constitute valid, binding and enforceable undertakings, (ii) an operational Implementing Structure as defined in Article 4 below has been established and is operational to the satisfaction of CEB in accordance with the criteria outlined in Appendix 3 hereto and (iii) a procurement plan with respect to the relevant sub-project satisfactory to CEB, shall be set out in the relevant Grant Agreement.

3.3. Completion Date

The Grant Agreement shall set out the sub-project specific completion date by which under the relevant sub-project (i) all the activities shall be completed and (ii) all of the Partner Country's payment obligations towards contractors engaged by the Partner Country during the process of sub-project implementation shall be settled (the "**Completion Date**"), subject to extension upon the CEB's approval following the Partner Country's written and duly justified request.

3.4. Special Account

The Ministry of Finance shall open at the Croatian National Bank a dedicated account for Regional Housing Programme to make all deposits for all sub-projects that receive Grants on this account and for deposit of all eventual CHP Support Grants. A unique code shall be defined for each sub-project Grant and each CHP Support Grant by which it would be possible to follow deposits and reimbursements for each sub-project and each CHP Support Grant. Payments shall be made from a Single Account of the Croatian State Budget. To provide analytical monitoring of the funds, the State Office for Reconstruction and Housing shall analytically guide all transactions through its records.

Article 4. Country Housing Project undertakings

4.1. Implementing Structure of the Country Housing Project

The Implementing Structure shall fulfil the criteria outlined in Appendix 3 hereto.

4.1.1. Lead Institution

The Partner Country designates the State Office for Reconstruction and Housing as the Lead Institution with respect to the Country Housing Project and any sub-project thereunder.

4.1.2. Project Implementing Unit (PIU)

The Partner Country shall establish and maintain an appropriately staffed and equipped PIU for the implementation of any sub-project under the Country Housing Project. The Partner Country entrusts the implementation of the Country Housing Project to the Project Implementation Unit situated within the State Office for Reconstruction and Housing (the “PIU”) and entrusts the project reporting to be made to CEB to the State Office for Reconstruction and Housing.

However, the responsibility to comply with all obligations under the Agreement remains with the Partner Country.

4.2. Integrity

4.2.1. Integrity Commitment

The Partner Country warrants and undertakes that no person shall commit a corrupt, fraudulent, coercive or collusive practice in connection with the implementation of its Country Housing Project and any sub-project thereunder, including the procurement and execution of contracts thereunder.

For the purposes of this Agreement:

- A “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
- A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- The knowledge of any member of the Lead Institution and PIU or the persons mentioned in 0 under paragraph 4.6 shall be deemed the knowledge of the Lead Institution and the PIU.

The Partner Country shall ensure that the Lead Institution and the PIU institute, maintain and comply with internal procedures and controls, in compliance with applicable national laws and international best practices, for the purposes of avoiding that the amount of any Grant under the Country Housing Project is used (i) with the aim of money laundering or (ii) with the aim of financing of terrorism, particularly, the Partner Country shall ensure that no transaction is entered with, or for the benefit of, any of the individuals or institutions named on the lists of sanctioned persons promulgated by the United Nations Security Council or its committees pursuant to Security Council Resolutions 1267

(1999), 1373 (2001) (available at <http://www.un.org/terrorism>), as updated from time to time, and/or by the Council of the European Union pursuant to its Common Positions 2001/931/CSFP and 2002/402/CSFP and their related or successor resolutions and/or implementing acts in connection with financing of terrorism matters.

The Partner Country shall ensure that the PIU and the Lead Institution undertakes:

- To inform CEB should it become aware of any alleged or suspected failure to comply with the above undertakings;
- To take such action as CEB may reasonably request to investigate and/or terminate any alleged or suspected act or failure to comply with the above undertakings;
- To facilitate any investigation that CEB may make in relation to any such act or failure to comply with the above undertakings; and
- To inform CEB of the measures taken to seek damages from the persons responsible for any loss resulting from any such act or failure to comply with the above undertakings.

4.3. Procurement

Pursuant to paragraph 3.9 of the General Conditions, procurement of supplies, works and services to be financed under the Country Housing Project and any sub-project thereunder shall (i) be prepared, awarded and managed by the Partner Country; and (ii) comply with the CEB's Procurement Guidelines.

As provided under the CEB's Procurement Guidelines, contracts shall be procured in accordance with public procurement legislation in force in the Partner Country. Contracts equal or above the thresholds applicable in the Partner Country shall be procured through international (open or restricted) procedures (requiring publication in the Official Journal of the EU ("OJEU")).

In accordance with the CEB's Procurement Guidelines, the Procurement Plan indicating the procurement methods for each contract shall be submitted to the CEB for approval prior to the disbursement of the first Grant Tranche under any Grant Agreement.

In particular, the Partner Country shall submit to CEB for approval a Procurement Plan setting forth:

- contracts for supplies, works, and/or services required to carry out any sub-project under its Country Housing Project during the initial period of any sub-project of at least eighteen (18) months;
- estimated cost of each contract;
- proposed procurement methods for each contract;

estimated launching date of each tender.

Upon receipt, the CEB shall inform the Partner Country of the scope of review that CEB shall carry out (including no-objection) for each contract envisaged under the Procurement Plan.

CEB shall not finance expenditures for goods, works and services which have not been procured in accordance with the above provisions. In such cases, CEB reserves the right to declare the corresponding contract ineligible for financing with the Fund Resources. In addition, if at any time CEB determines that procurement under any sub-project under the Country Housing Project is not

compliant with the above provisions, it reserves the right to review and determine whether such non-compliance gives rise to the suspension, cancellation or immediate repayment of any Grant.

4.4. Environment

The Country Housing Project and each sub-project thereunder shall comply with the CEB's Environmental Policy.

4.5. Human Rights

The implementation of the Country Housing Project and each sub-project thereunder shall not lead to a violation of the European Convention on Human Rights and of the European Social Charter.

4.6. Contact

Unless the Partner Country shall otherwise specify in writing to CEB, the Head of the Lead Institution shall be responsible for contacts with CEB for the purposes of 0 under paragraphs 4.2, 4.3, 4.4 and 4.5 above.

4.7. Use of the Grant

4.7.1. Eligible costs

The Grant Tranches must be allocated by the Partner Country to cover costs of any sub-project under its Country Housing Project that are (i) listed in paragraph 1.3(d) of the General Conditions and (ii) in accordance with the provisions of the relevant Grant Agreement.

4.7.2. Rules on taxes, customs duties and other levies having equivalent effect

The Partner Country undertakes to apply to contractors paid out of Grants, CHP Support Grants or with CHP Support (“**RHP contractors**”) the same rules on taxes, customs duties or other levies having equivalent effect arising for “EC contractors” from the relevant framework agreement between the Partner Country and the European Union on the Instrument for Pre-Accession Assistance (IPA) (the “**IPA Framework Agreement**”).

For the avoidance of doubt, the same rules shall apply to contractors when paid out of co-financing from the Partner Country or Loans granted by CEB.

Before the disbursement of Grants or CHP Support Grants or before the implementation of CHP Support, the Partner Country shall take if necessary relevant measures (i) to apply the above provisions (including the adaptation of the legislation implementing the IPA Framework Agreement or the introduction of specific legislation) and (ii) to ensure that adequate procedures (including to benefit from any applicable tax/duty exemptions) are in place.

4.7.3. Allocation of Grant Tranches

The Grant Agreement shall set out (i) within which period after each disbursement Grant Tranches must be Allocated by the Partner Country to the component parts of the sub-project under the Country Housing Project and (ii) within which period any amount not so Allocated must be repaid to the RHP Fund account managed by CEB.

4.8. Increased or revised cost of a sub-project under the Country Housing Project

The Partner Country co-finances the sub-projects under its Country Housing Project by allocating to the sub-projects under its Country Housing Project its own financial and/or in-kind contribution in an

overall amount at least equal to the corresponding own contribution specified in the “Budget” set out in Annex 2 to the “Joint Regional Programme on Durable Solutions for Refugees and Displaced Persons”. For the avoidance of doubt, Grant Requests can be approved by the Assembly of Donors, only if the available funding covers the cost of the relevant sub-project.

Should the costs of a sub-project under the Country Housing Project, as described in a Grant Agreement increase for whatever reason, the Partner Country shall ensure that the additional financial resources for the completion of such sub-project under the Country Housing Project are available.

4.9. Donor, RHP and CEB visibility

The Partner Country shall incorporate in all its promotional material related to the Country Housing Project and each sub-project thereunder a reference to the fact that it is financed by the RHP Fund managed by the CEB. The Partner Country shall ensure that information given to the press, the beneficiaries, and all related publicity material, official notices, reports and publications, shall acknowledge that the sub-project was financed by the RHP Fund and shall display the RHP logo in an appropriate way. All visibility actions shall comply with the RHP communication policy to be developed by the CEB and approved by the Donors.

4.10. Information requirements

4.10.1. Information concerning any sub-project under the Country Housing Project

The Partner Country undertakes (i) to retain, in a single location, for inspection during 6 (six) years from the conclusion of each contract financed by means of any Grant or CHP Support Grant the full terms of the contract itself, as well as all material documents pertaining to the procurement process and to the execution of the contract and (ii) to procure that CEB may inspect the contractual documents that the contractor is obliged to retain under its supply contract.

The Partner Country shall ensure the keeping of accounting records concerning any sub-project under the Country Housing Project or any project that receives CHP Support, which shall be in conformity with international standards, showing, at any point, the state of progress (i) of any sub-project under the Country Housing Project or (ii) any project that receives CHP Support, and which shall record all operations made, be backed by original supporting evidence and identify the assets and services financed with the help of any Grant or CHP Support Grant.

The Partner Country undertakes to respond within a reasonable period to any request for information from the CEB and to provide it with any documentation that the CEB should consider necessary and may reasonably request, for the proper implementation of (i) the Agreement and any Grant Agreement, particularly as concerns the monitoring of any sub-project under the Country Housing Project and the use of any Grant and (ii) the Agreement and any CHP Support Grant Agreement, particularly as concerns the use of any CHP Support Grant.

The Partner Country shall inform the CEB immediately of any legislative or regulatory change in the economic sector relevant to the Country Housing Project, and, in a general sense, of any event which may have a material adverse impact on the execution of its obligations under this Agreement and any Grant Agreement or any CHP Support Grant Agreement. Any event or the failure to inform the CEB thereof may give rise to the suspension, cancellation or immediate repayment of any Grant or any CHP Support Grant. Before such a claim is made, consultations shall be held between the Parties.

4.10.2. Progress Reports on sub-projects / CHP Support

Progress Reports: The Partner Country shall provide to the CEB regular information on the progress of the sub-projects and on the use of the CHP Support in the form of Progress Reports. The Grant Agreement shall set out in which frequency and when the Partner Country shall send to the CEB a

Progress Report commencing from the signature of any Grant Agreement until the Completion Date of the entire sub-project under the Country Housing Project.

The CHP Support Grant Agreement shall set out in which frequency and when the Partner Country shall send to the CEB a Progress Report whereby the reporting frequency and dates under the CHP Support Grant Agreement/s shall be the same as the reporting frequency and dates under the Grant Agreement/s. On any reporting date the Partner Country shall provide to the CEB one collective Progress Report on (i) the progress of all the sub-projects under the Country Housing Project in respect of which Grant/s have been disbursed by that reporting date and (ii) the use of all the CHP Support that has been disbursed by that reporting date.

The Partner Country shall also send a Progress Report prior to any disbursement request. These Progress Reports must be deemed satisfactory by the CEB before any disbursements may be made.

Any Grant Agreement shall provide the template specifying the minimum information required by CEB for Progress Reports on sub-projects and any CHP Support Grant Agreement shall provide the template specifying the minimum information required by CEB for Progress Reports on CHP Support.

Completion Report: Any Grant Agreement shall contain an obligation on the Partner Country to present a Completion Report to CEB which shall include an overall assessment of the performance of the sub-project against objectives, as well as an assessment of the use of the Grant.

Any CHP Support Grant Agreement shall contain an obligation on the Partner Country to present a Completion Report to CEB which shall include an assessment of the use of the CHP Support Grant.

Any of these Completion Reports must be deemed satisfactory by the CEB.

4.10.3. Country Housing Project Final Report

Upon physical completion of the entire Country Housing Project, the Partner Country shall present a Final Report, for the avoidance of doubt, reporting on the entirety of all sub-projects under the Country Housing Project that received a Grant from the RHP Fund, to CEB containing an appraisal of the Country Housing Project's economic, financial, social and environmental effects. This Final Report must be deemed satisfactory by the CEB.

4.10.4. Monitoring missions

The Partner Country undertakes to favourably receive any monitoring missions carried out by employees of (i) the CEB and (ii) any of the Donors whose Contribution to the RHP Fund benefits the Republic of Croatia's Country Housing Project, in particular the European Union, or (iii) outside consultants hired by the CEB, and to provide all the necessary co-operation for their monitoring missions, by facilitating any possible visits to the site of the sub-project under the Country Housing Project.

4.10.5. Expenditure verification

The Partner Country undertakes to provide to the CEB, prior to the disbursement of the last Grant Tranche under any Grant Agreement, an expenditure verification report provided by an external auditor whereby such auditor shall have been chosen and such report shall have been prepared in accordance with the terms of reference set out in Appendix F to each Grant Agreement (each such report, an "**Expenditure Verification Report**") satisfactory to the CEB. Any Expenditure Verification Report shall be produced by an external auditor contracted by the Partner Country in compliance with CEB's Procurement Guidelines and subject to CEB's ex-ante approval.

4.10.6. Audit

Grants: The Partner Country undertakes to favourably receive any audit carried out by employees of (i) the CEB and (ii) any of the Donors whose Contribution to the RHP Fund benefits the Republic of Croatia's Country Housing Project, in particular the European Union, including its Court of Auditors, or (iii) external auditors employed by the CEB, and to provide all the necessary co-operation for their audit, by facilitating any possible visits to the site of the sub-project under the Country Housing Project. In particular, the CEB and any of the Donors whose Contribution to the RHP Fund benefits the Republic of Croatia's Country Housing Project, in particular the European Union, including its Court of Auditors, the EU Anti-Fraud Office (OLAF), the European Commission and any other competent EU body, may have an on-site audit of the sub-project under the Country Housing Project carried out by one or more consultants of its choice, including in the case of default by the Partner Country in respect of any of its obligations under this Agreement.

CHP Support Grants: The Partner Country undertakes to favourably receive any audit carried out by employees of the CEB and the European Union, including its Court of Auditors, the EU Anti-Fraud Office (OLAF), the European Commission and any other competent EU body, or external auditors employed by the CEB, and to provide all the necessary co-operation for their audit.

4.10.7. Mid-term review and final evaluation of the Country Housing Project

The Partner Country undertakes to favourably receive any missions carried out by outside consultants hired by the CEB who, pursuant to paragraph 3.9 of the General Conditions, are mandated to carry out (i) a mid-term review of the Country Housing Project should the Assembly of Donors so decide at mid-term of the Country Housing Project and (ii) a final evaluation of the Country Housing Project's results at the completion of the Country Housing Project, whereby, for the avoidance of doubt, the entirety of all sub-projects under the Country Housing Project that received a Grant from the RHP Fund would be the subject of (i) a mid-term review and/or (ii) a final evaluation, as the case may be.

Article 5. Discharge of the Partner Country's obligations

With respect to any Grant upon:

- disbursement by CEB of the full Grant in accordance with the Grant Agreement; and
- full utilisation of the Grant, or eventual refund to the RHP Fund account of any balance remaining unspent on the Completion Date of any sub-project under the Country Housing Project; and
- presentation of a Completion Report on the relevant sub-project (as defined under the Grant Agreement) by the Partner Country to CEB and CEB's approval of such Completion Report in accordance with the Grant Agreement; and

With respect to the last Grant upon:

- presentation of (i) a Completion Report on the last sub-project (as defined under the last Grant Agreement) by the Partner Country to CEB and CEB's approval of such Completion Report in accordance with the last Grant Agreement and (ii) a Final Report on the entire Country Housing Project, for the avoidance of doubt, reporting on the entirety of all sub-projects under the Country Housing Project that received a Grant from the RHP Fund (as defined under the last Grant Agreement) by the Partner Country to CEB and CEB's approval of such Final Report in accordance with the last Grant Agreement,

the Partner Country shall be fully released from its obligations towards the CEB, with the exception of

those set out in 0 under paragraphs 4.10.1, 4.10.4 and 4.10.6 above for the purposes of an evaluation of the Country Housing Project's results as set out in 0 under paragraph 0.

Article 6. Representations and warranties

The Partner Country represents and warrants:

- that it is authorised to enter into the Agreement and it has given the signatory(ies) the authorisation therefor, in accordance with the laws, decrees, regulations and other texts applicable to it;
- that the drawing up and execution of the Agreement does not contravene the laws, decrees, regulations and other texts applicable to it.

Article 7. Consequences of failure to comply

Grants: In the event of (i) failure to comply with the conditions for the use of the Grant set out in 0 above and/or (ii) any violation of the covenants set out in 0 under paragraphs 4.2, 4.3, 4.4 and 4.5 above, CEB reserves the right to suspend, cancel or request immediate repayment of the Grant. Before such a claim is made, consultations shall be held between the Parties.

Article 8. Relations with third parties

The Partner Country may not raise any fact relating, within the scope of the use of any Grant or CHP Support Grant to its relations with third parties in order to avoid fulfilling, either totally or partially, the obligations resulting from the Agreement and the Grant or the CHP Support Grant.

The CEB may not be involved in disputes which might arise between the Partner Country and third parties and the costs, whatever their nature, incurred by the CEB due to any claims, and in particular all legal or court costs, shall be at the expense of the Partner Country.

Article 9. Interpretation of the Agreement

The headings of the paragraphs, sections, and chapters of the Agreement shall not serve for its interpretation. In no case shall it be presumed that the CEB has tacitly waived any right granted to it by the Agreement.

With respect to any Grant or any CHP Support Grant, as the case may be, where there is a contradiction between any provision whatsoever of this Agreement, and any provision whatsoever of the Grant Agreement or the CHP Support Grant Agreement, as the case may be, the provision of the Grant Agreement or the CHP Support Grant Agreement, as the case may be, shall prevail.

Article 10. Amendments

This Agreement may be modified by written amendment entered into by CEB and the Partner Country.

Article 11. Dispute resolution

Any dispute arising out of or in connection with the Agreement, including its existence, validity, interpretation or termination shall be settled amicably between the Parties.

In default of amicable settlement, disputes between the Parties with respect to the Agreement in relation to any Grant or any CHP Support Grant, as the case may be, shall be subject to arbitration under the conditions laid down in Appendix 6 hereto.

For the purposes of Appendix 6, in the context of a Grant or a CHP Support Grant, as the case may be, the following terms shall be read as follows:

- “loans” shall be deleted and replaced by “Grants” or “CHP Support Grants”, as the case may be;
- “loan agreement and, where applicable, the guarantee agreement” and “loan contract or the guarantee contract” shall be deleted and replaced by “Grant Agreement” or “CHP Support Grant Agreement”, as the case may be; and
- “the borrower” and “the borrower or the guarantor (if any)” shall be deleted and replaced by “the Partner Country”.

Article 12. Execution of an arbitration award

The contracting Parties agree not to take advantage of any privilege, immunity or legislation before any jurisdictional or other authority, whether domestic or international, in order to object to the enforcement of an award handed down under the conditions laid down in Appendix 6 hereto.

Article 13. Notices

Any notice or other communication to be given or made under this Agreement to CEB or the Partner Country shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand, airmail or facsimile by one Party to the other at such Party's address as specified below.

For the Partner Country:

State Office for Reconstruction and Housing
Radnička 22, 10 000 Zagreb
Croatia

Attention: Head of State Office

Fax: 00 385 1 6184-707

For the CEB:

Council of Europe Development Bank
55 avenue Kléber
75116 Paris, France

Attention: Directorate General for Loans and Social Development, Director RHP

Fax: +33.1.4755.3752

Email: ceb-RHP@coebank.org

All communications to be given or made, for the avoidance of doubt including all Progress Reports, all Completion Reports and the Final Report, shall be in English or French or, if in another language, shall be accompanied by an English or French certified translation thereof, when so required by the CEB.

Article 14. Entry into force

Following its signature by the CEB and the Partner Country the Agreement shall enter into force on the first day of the month following the date on which the Republic of Croatia has notified CEB on the completion of internal procedures necessary for that purpose.

This Agreement shall be provisionally applied from the date of signature.

Article 15. Originals of the Agreement

The Agreement is drawn up in two originals in English, each of which is equally valid.

One original is kept by each of the contracting Parties.

IN WITNESS WHEREOF, the undersigned duly authorised thereto, have signed this Agreement,

For the REPUBLIC OF CROATIA

For the COUNCIL OF EUROPE
DEVELOPMENT BANK

Place and date

Place and date

Signature

Signature

Name and title in block letters

Name and title in block letters

A. Appendix 1: Description of the Country Housing Projects under the Regional Housing Programme³

**Joint Regional Programme on Durable Solutions for Refugees and Displaced Persons
Country Housing Project of Bosnia and Herzegovina, Montenegro,
Republic of Croatia and Republic of Serbia**

As per the “Joint Regional Programme on Durable Solutions for Refugees and Displaced Persons – Framework Programme”, which is an integral part of the Joint Ministerial Declaration signed on 7 November 2011, the RHP aims to benefit close to 74,000 people or 27,000 households and its cost is estimated to be approximately €584 million over a five-year period. The RHP shall comprise four Country Housing Projects, each of which shall be implemented by the relevant Partner Country in several sub-projects and in several phases. Further information on the CHPs, such as described in the “Joint Regional Programme on Durable Solutions for Refugees and Displaced Persons – Framework Programme”, is provided in the tables below.

Table 1. Beneficiary population by category and country

Country	BIH		MONTENEGRO		CROATIA		SERBIA		TOTAL REGION	
	Households	Individuals	Households	Individuals	Households	Individuals	Households	Individuals	Households	Individuals
I	250	800	305	1,061	242	461	400	750	1,197	3,072
II	350	900	111	300	307	518	16,380	44,250	17,148	45,968
III	2,400	5,000	-	-	2,747	7,032	-	-	5,147	12,032
IV	-	-	-	-	245	518	-	-	245	518
V	2,400	7,300	-	-	-	-	-	-	2,400	7,300
VI	-	-	761	4,702	-	-	-	-	761	4,702
I - VI	5,400	14,000	1,177	6,063	3,541	8,529	16,780	45,000	26,898	73,592

*The RHP includes six categories of beneficiaries, namely:

- **CATEGORY I** includes all 1991-1995 refugees, regardless of their status, who are residents of collective centers or other forms of collective accommodations, either formal or informal ones.
- **CATEGORY II** includes all 1991-1995 vulnerable refugees, accommodated privately and all former occupancy right holders without a durable solution in their country of origin or reception country. For the purpose of the joint Programme, the vulnerability criteria applied by UNHCR in regional countries are also to be used here.
- **CATEGORY III** includes all vulnerable returnees to Bosnia and Herzegovina and Croatia and all vulnerable returnees who have already returned to Croatia but do not have a durable solution whether in the country of origin or in the reception country.
- **CATEGORY IV** applies to displaced persons accommodated in collective centers and private accommodations in Croatia.

³

For the avoidance of doubt, the figures set out in the tables in this Appendix 1 are indicative only and there may be some variation with respect to them and the actual figures following the implementation of the RHP.

- **CATEGORY V** includes vulnerable displaced persons outside collective centers in Bosnia and Herzegovina.
- **CATEGORY VI** includes 1999 vulnerable displaced persons in Montenegro. This was especially agreed by the participating countries given that the joint Programme in other countries deals only with 1991-1995 refugees.

Table 2. Indicative implementation timeframe and indicative funding sources

Timeframe/ Country	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total		National Funds*		Donor Funds	
						000 EURO	Ratio	000 EURO	Ratio	000 EURO	Ratio
BiH	2%	49%	49%	-		101,043	17%	15,150	15%	85,893	85%
Montenegro	-	45%	34%	21%		27,696	5%	4,154	15%	23,542	85%
Croatia	33%	34%	33%	-		119,703	21%	29,926	25%	89,777	75%
Serbia	10%	26%	26%	25%	14%	335,220	57%	33,522	10%	301,698	90%
Total in 000 EURO	73,301	189,771	185,018	89,546	46,025	583,661	100%	82,752	14%	500,909	86%
Ratio	13%	33%	32%	15%	8%	100%					

*Country contributions consist of resources that each country shall provide towards completion of the project, including infrastructural equipped land, connection to primary and secondary infrastructure facilities, technical acceptance of construction, various permits, supervision of work, as well as certain financial contribution towards other activities from the project.

B. Appendix 2: General Conditions
C.



GENERAL CONDITIONS

OF THE

REGIONAL HOUSING PROGRAMME FUND

Dated: 24 September 2012

Table of Contents

1.	<u>GENERAL PROVISIONS</u>	4
1.1	<u>Definitions</u>	4
1.2	<u>Purpose of the RHP Fund</u>	6
1.3	<u>Eligibility Criteria of Grant Requests</u>	6
1.4	<u>Application of General Conditions</u>	9
2.	<u>FUND RESOURCES</u>	9
2.1	<u>Fund Resources</u>	9
2.2	<u>Contributions</u>	9
2.3	<u>Payment of Contributions</u>	10
2.4	<u>Earmarking of Contributions</u>	10
2.5	<u>The Fund Manager’s acknowledgment of Contributions</u>	10
2.6	<u>Separation of Resources</u>	10
3.	<u>GOVERNANCE AND ADMINISTRATION OF THE RHP FUND</u>	11
3.1	<u>General Principles of Governance</u>	11
3.2	<u>The Assembly of Donors</u>	11
3.3	<u>The Technical Committee</u>	13
3.4	<u>Management and Administration of the RHP Fund - Role of the Fund Manager</u>	14
3.5	<u>The Role of the RHP Secretariat</u>	15
3.6	<u>Management Fee</u>	16
3.7	<u>Remuneration of the Fund Account</u>	16
3.8	<u>Accounts and Audit</u>	16
3.9	<u>Policies and procedures applicable to the implementation of Grants approved for financing with the Fund Resources</u>	17
3.10	<u>Liability</u>	18
3.11	<u>Review</u>	18
4.	<u>TERMINATION</u>	18
4.1	<u>Termination of a Contribution Agreement</u>	19
4.2	<u>Termination of the RHP Fund</u>	19
4.3	<u>Disposal of the Resources on Termination of the RHP Fund</u>	19
4.4	<u>Disposal of Fund Resources on Termination of a Contribution Agreement</u>	20
5.	<u>COMMUNICATIONS AND NOTICES</u>	21
6.	<u>AMENDMENTS</u>	21
7.	<u>DISPUTE RESOLUTION</u>	21
7.1	<u>Disputes with members of CEB</u>	21
7.2	<u>Disputes with non-members of CEB</u>	21
	<u>ANNEX - FORM OF ADHERENCE AGREEMENT</u>	22
	<u>(ANNEX I TO THE ADHERENCE AGREEMENT)</u>	25

GENERAL CONDITIONS OF THE REGIONAL HOUSING PROGRAMME FUND

WHEREAS

- (L) The ‘Joint Regional Programme on Durable Solutions for Refugees and Displaced Persons’ (the "**Regional Housing Programme**" or the "**RHP**") is a joint initiative of Bosnia and Herzegovina, Republic of Croatia, Montenegro and Republic of Serbia (each a "**Partner Country**" and together the "**Partner Countries**").
- (M) The aim of this regional initiative, which is an integral part of the ‘Sarajevo Process on refugees and displaced persons’ initiated in 2005, re-launched in March 2010 at the Belgrade conference, and to which the Partner Countries have re-committed themselves with the November 2011 Belgrade Declaration, is to contribute towards resolving the protracted displacement situation of the most vulnerable refugees and displaced persons (DPs) following the 1991-1995 conflicts on the territory of former Yugoslavia, including internally displaced persons (IDPs) in Montenegro from 1999, by, inter alia, providing them with durable housing solutions.
- (N) The RHP aims to benefit close to 74,000 people or 27,000 households and its cost is estimated to be approximately €584 million over a five-year period. It will comprise four country housing projects, one in each Partner Country each of which will be implemented by the relevant Partner Country in several sub-projects and in several phases (each a "**Country Housing Project**" or a "**CHP**").
- (O) The regional initiative, as part of the overall 'Sarajevo process', is endorsed by the international community, including the European Union represented by the European Commission (the "**Commission**"), the United States of America ("**USA**"), the Council of Europe Development Bank ("**CEB**"), the United Nations High Commissioner for Refugees ("**UNHCR**") and the Organization for Security and Co-operation in Europe ("**OSCE**").
- (P) A donors’ conference took place in Sarajevo on 24 April 2012 (the "**Donors’ Conference**") where the Commission, the Governments of the USA, Germany, Italy, the Kingdom of Norway, the Swiss Federation, the Kingdom of Denmark, Turkey, Luxembourg, Cyprus, Czech Republic, Romania, Hungary, Slovak Republic and the former United Nations High Commissioner for Refugees, Ms. Sadako Ogata pledged contributions for the Regional Housing Programme in a total of EUR 261 million.
- (Q) The CEB was established on 16 April 1956 by the adoption of its Articles of Agreement, as amended, (the "**Articles**") by the Committee of Ministers of the Council of Europe, the decision-making body of the Council of Europe and has its origins in a Partial Agreement originally entered into between eight Council of Europe member states. The CEB is governed by the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe of March 6, 1959 (the "**Protocol**"), by its Articles and by regulations issued pursuant to the Articles.

- (R) The CEB is empowered under Article VII Section 3 of the Articles to open and manage trust accounts and such accounts may receive contributions from CEB, members of the CEB and of the Council of Europe.
- (S) The participation of CEB to the RHP and the establishment of a fund named ‘Regional Housing Programme Fund’ (the “**RHP Fund**”) were approved on 27 January 2012 by the CEB’s Administrative Council by Resolution 1543(2012).
- (T) By Resolution 399 (2012) of its Governing Board of 30 March 2012 the CEB is authorised to receive voluntary contributions from non-member states of the CEB and international institutions in the framework of the Regional Housing Programme.
- (U) CEB's role in respect of the RHP will be that of RHP Secretariat, Fund Manager and Finance Institution as further detailed herein.
- (V) CEB’s management fee (as defined in Paragraph 3.6 below) has been determined so as to cover, together with the bilateral contributions the CEB receives from the Commission directly, the total of CEB’s management costs in respect of the RHP until the termination date (as defined in Paragraph 4.2(a) below).

ACCORDINGLY, the CEB accepted to administer the RHP Fund, in accordance with these General Conditions.

1. GENERAL PROVISIONS

1.1 Definitions

In these General Conditions the following defined terms and expressions will bear the following meaning, unless the context requires otherwise:

“**Adherence Agreement**” means the agreement to be entered into between each Donor and the Fund Manager, pursuant to which the parties to any such Adherence Agreement agree that the General Conditions will govern the management of the RHP Fund;

“**Assembly of Donors**” means the Assembly of Donors described in Paragraph 3.2 of these General Conditions;

“**CEB Procurement Guidelines**” means the CEB’s ‘Guidelines for Procurement of supplies, works and services’ as publically available on its website: www.coebank.org;

“**CEB Public Information Policy**” means CEB’s Public Information Policy as publically available on its website: www.coebank.org;

“**Contribution/s**” means resources contributed to the RHP Fund, subject to the conclusion of a Contribution Agreement and governed by the terms set out therein and as described in Paragraph 2.2 of these General Conditions;

“**Contribution Agreement**” means the written understanding or agreement to be entered into between a Donor and the CEB, which will specify the amount committed by the Donor, the currency of such Contribution, the date(s) on which and the manner in which payments thereof will be made to the Fund Account and may contain such other administrative matters as may be

required and are permitted by the General Conditions, and will be in the form attached to the Adherence Agreement;

“**Donor/s**” means any state and / or institution that has made a Contribution to the RHP Fund;

“**Donor Group**” means group of Donors whose Contributions taken together amount to €5,000,000 or in excess thereof;

“**Effective Date**” means the date on which the first Contribution has been received by the RHP Fund as confirmed by the CEB to the Donors who as at such date have entered into a Contribution Agreement.

“**Euro**”, “**€**”, “**euro**” and “**EUR**” each means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the Treaty on the Functioning of the European Union (TFEU);

“**Finance Institution**” means the CEB in its capacity as the finance institution where it (i) will appraise Grant Requests and/or Loan Requests, (ii) will disburse Grants to the Partner Countries, (iii) may provide Loans, subject to all CEB’s conditions for financing being met and (iv) will monitor the implementation of sub-projects under the Country Housing Projects financed by either Grants and Loans or Grants;

“**Fund Account**” means the account/s and, to the extent applicable, the sub-account/s, opened and maintained by the Fund Manager in CEB’s books, to which Contributions will be transferred and out of which the Fund Manager will disburse the Fund Resources, as required;

“**Fund Manager**” means the CEB in its capacity as fund manager as further described in Paragraph 3.4;

“**Fund Resources**” means the Contributions made to the RHP Fund and other amounts as described in Paragraph 2.1 of these General Conditions;

“**General Conditions**” means the general conditions of the RHP Fund set out herein;

“**Grant/s**” means any investment subsidy grant to be disbursed by the Finance Institution from the Fund Resources to the Partner Countries for any sub-project under the Country Housing Projects that fulfils the Eligibility Criteria set out in Paragraph 1.3 of these General Conditions upon the decision of the Assembly of Donors;

“**Grant Request**” means any Partner Country’s request for a Grant;

“**Grant Request Assessment Criteria**” means the grant request assessment criteria, as described in Paragraph 1.3(f) of these General Conditions;

“**Initial Contribution Minimum Amount**” means the minimum amount of €250,000 in respect of the initial Contribution by each Donor;

“**Loan**” means a loan to be disbursed upon the decision of the CEB by the CEB from its resources to such Partner Country for financing any sub-project under the Country Housing Projects;

“**Loan Request**” means any Partner Country’s request for a loan to be disbursed upon the decision of the CEB by the CEB from its resources to such Partner Country for financing any sub-project under the Country Housing Projects;

“**Project Implementation Unit**” or “**PIU**” means any unit which will implement sub-projects under any Country Housing Project;

“**Regional Coordination Forum**” means the regional coordination forum coordinating the RHP activities within the Partner Countries;

“**RHP Secretariat**” means the CEB in its capacity as RHP secretariat as described in Paragraph 3.5 of these General Conditions;

“**RHP Steering Committee**” means the RHP steering committee comprising the Partner Countries, UNHCR, OSCE, the Donors and the RHP Secretariat;

“**Subsequent Contribution Minimum Amount**” means the minimum amount of €250,000 in respect of each subsequent Contribution by each Donor;

“**Technical Committee**” means the technical committee, as described in Paragraph 3.3 of these General Conditions;

“**U.S. dollars**”, “**\$**” or “**USD**” are references to United States dollars.

1.2 Purpose of the RHP Fund

- (a) The purpose of the RHP Fund is to allocate Fund Resources within the framework of the Regional Housing Programme as follows:
 - (i) for providing support in the form of Grants;
 - (ii) for such other activities as the Assembly of Donors may approve, from time to time, on recommendation of the Technical Committee,
- (b) Grant Requests will be made by each Partner Country via the RHP Secretariat and subject to assessment by the Technical Committee after pre-assessment by the Finance Institution. The allocation of Fund Resources for financing such sub-projects under the Country Housing Projects will be subject to a decision to that effect, taken by the Assembly of Donors in accordance with the decision-making procedure set out in Paragraph 3.2(g).
- (c) The Fund Resources will also be used to pay (i) the Management Fee in accordance with Paragraph 3.5, (ii) the costs of the audit of the financial statements of the RHP Fund in accordance with Paragraph 3.8(b) and costs of recovery in accordance with Paragraph 3.4(c) of these General Conditions.

1.3 Eligibility Criteria of Grant Requests

To be eligible for the support by the RHP Fund, Grant Requests will comply with the following eligibility criteria (the “**Eligibility Criteria**”):

- (a) *Geographical coverage*: The sub-projects under any of the Country Housing Projects must be implemented on the territory of the Partner Countries.
- (b) *Eligible beneficiaries*: The sub-projects under any of the Country Housing Projects must benefit vulnerable refugees and/or displaced persons, including internally displaced persons (IDPs) in Montenegro from 1999, within Partner Countries who fit one of the following six categories (the “**Eligible Beneficiaries**”):
- (i) Category I: All 1991-1995 refugees, regardless of their status, who are residents of collective centres or other forms of collective accommodations, either formal or informal.
 - (ii) Category II: All 1991-1995 vulnerable refugees accommodated privately and all former occupancy right holders without a durable solution in their country of origin or reception country. For the purpose of the Regional Housing Programme, the vulnerability criteria applied by UNHCR in countries in the region are also to be applied here.
 - (iii) Category III: All vulnerable returnees to Bosnia and Herzegovina and Croatia and all vulnerable returnees who have already returned to Croatia but who do not have a durable solution either in the country of origin or in the reception country.
 - (iv) Category IV: Displaced persons accommodated in collective centres and private accommodations in Croatia.
 - (v) Category V: Vulnerable displaced persons outside collective centres in Bosnia and Herzegovina.
 - (vi) Category VI: Vulnerable persons displaced in Montenegro in 1999. This was especially agreed by the participating countries given that the Regional Housing Programme in other countries deals only with 1991-1995 refugees.
- (c) *Eligible housing solutions*: The sub-projects under any of the Country Housing Projects must provide the Eligible Beneficiaries with a durable housing solution. The housing solutions to be provided include:
- (i) Provision of flats and houses through building, reconstruction, renovation or purchase;
 - (ii) Provision of construction materials;
 - (iii) Accommodation in social welfare institutions.

Refugees and displaced persons will be provided with the choice of either: voluntary return and reintegration in their place of origin, or integration in their place of current residence.

- (d) *Eligible costs*: The following represents a non-exhaustive list of cost elements of the sub-projects which are eligible:

- (i) the cost of surveys or studies (technical, economic or commercial, engineering) as well as the cost of technical supervision of the sub-projects;
 - (ii) the preparation of the land;
 - (iii) the construction/renovation/modernization or purchase of buildings or provision of building material directly linked to a sub-project;
 - (iv) the installation of basic infrastructure such as sewerage, water supply, electricity and telecommunications networks, waste disposal and waste water treatment, roads, etc.;
 - (v) the purchase of materials and equipment;
 - (vi) contingencies for unanticipated costs (technical and/or price increases) in respect of possible changes in the quantity of work required, in the type and quantity of equipment to be purchased or in the method of carrying out the sub-project which may represent up to 10 per cent of the total cost of the sub-project.
- (e) *Non-eligible costs*: The following represents a non-exhaustive list of cost elements of the sub-projects which are not eligible:
- (i) the acquisition of land;
 - (ii) financial costs of investments (payment of debts, refinancing, interest charges etc.);
 - (iii) value added tax paid in the EU Member States or in the Partner Countries; and
 - (iv) any other costs which are not eligible under CEB's policy for loans and project financing.
- (f) *Grant request assessment criteria*: Specific technical information on each sub-project will be further detailed in the relevant Grant Request based on and in compliance with the grant request assessment criteria to be prepared by the Technical Committee in consultation with the Partner Countries and approved by the Assembly of Donors (the "**Grant Request Assessment Criteria**").
- (g) *Blending Grants and own resources*: The Fund Resources are intended to be used within the framework of the Regional Housing Programme to support sub-projects co-financed by the Partner Countries. The relevant Partner Country will allocate to its sub-project its own financial and/or in-kind contribution in an amount at least equal to the corresponding own contribution specified in the "Budget" set out in Annex 2 to the "Joint Regional Programme on Durable Solutions for Refugees and Displaced Persons". For the avoidance of doubt, Grant Requests will be approved, only if the available funding covers the cost of the relevant sub-project.

1.4 Application of General Conditions

- (a) As and from the Effective Date, the operation of the RHP Fund and the Fund Resources will be governed by, and such Fund Resources will be received, administered, used and disposed of in accordance with these General Conditions. The General Conditions may be supplemented by Procedures and Implementing Guidelines to be adopted by the Assembly of Donors in agreement with the Fund Manager. Without prejudice to the foregoing, where discrepancies or conflicts are identified between or among the provisions of the General Conditions and the provisions of any supplementary Procedures and/or Implementing Guidelines, adopted by the Assembly of Donors, the General Conditions will prevail.
- (b) Each Donor will conclude with the Fund Manager an Adherence Agreement at the time when it makes its first Contribution to the RHP Fund. The conclusion of the Adherence Agreement will be a prerequisite for making a Contribution to the RHP Fund and participation in the RHP Fund. By adhering to the General Conditions each Donor agrees to participate in the Assembly of Donors according to the provisions set out herein.

2. FUND RESOURCES

2.1 Fund Resources

The Fund Resources will consist of:

- (a) Contributions made by Donors pursuant to Paragraphs 2.2 and 2.3 below;
- (b) interest accrued on the Fund Resources in accordance with Paragraph 3.7; and
- (c) amounts recovered under proceedings taken pursuant to Paragraph 3.4(c) below.

2.2 Contributions

- (a) Subject to the provisions of Paragraphs 1.4(b) above and 2.2(b) below, any Donor may make a Contribution to the RHP Fund by entering into a Contribution Agreement. By entering into a Contribution Agreement the relevant Donor irrevocably undertakes to make the Contribution described therein available on the relevant date/s specified therein in accordance with Paragraph 2.3 below.
- (b) The minimum amount of the initial Contributions by each Donor will be €250,000 (the “**Initial Contribution Minimum Amount**”) and each subsequent Contribution will be made in an amount of at least €250,000 (the “**Subsequent Contribution Minimum Amount**”).
- (c) A Donor may, at any time, increase the amount of its Contribution. The provisions of the General Conditions relating to the Contribution will apply equally to any additional amounts so contributed.

2.3 Payment of Contributions

- (a) Each Contribution will be in Euro or U.S. dollars and will be transferred to the Fund Account within three months following the signing of the relevant Contribution Agreement at the latest. Payments may be made (i) as a single instalment, or (ii) where the Contributions are of €5,000,000 or in excess thereof in several instalments with a maximum of two per calendar year, whereby the first instalment is payable within three months following the signing of the relevant Contribution Agreement as set out in the relevant Contribution Agreement.
- (b) All payments made in U.S. dollars will be converted upon receipt into Euro by the Fund Manager and the amount of Euro so received will be deemed to be the amount of the relevant Contribution.

2.4 Earmarking of Contributions

Un-earmarked Contributions to the RHP Fund (covering all four Country Housing Projects) are preferred. However, a Donor may earmark its Contribution for a specific Country Housing Project or specific Country Housing Projects, by specifying the earmarking in the Contribution Agreement.

2.5 The Fund Manager's acknowledgment of Contributions

First Contribution: Following receipt of the first Contribution in the Fund Account, the Fund Manager will issue to each Donor who at such date has entered into a Contribution Agreement a statement including (a) details of such first Contribution and (b) a confirmation of the commencement of the RHP Fund's activities specifying the Effective Date.

Further Contributions: Following receipt of any further signed Contribution Agreement, the Fund Manager will issue to each Donor a statement including details of such Contribution.

On the occasion of each Assembly of Donors, the Fund Manager will issue a table showing the aggregate Contributions effectively received from each Donor and the voting rights thus acquired in the Assembly of Donors (see Paragraph 3.2(g)).

2.6 Separation of Resources

- (a) The Fund Resources will at all times and in all respects be kept in a separate Fund Account.
- (b) Under no circumstances will the resources of the CEB be charged with, or used to discharge, losses or liabilities arising out of the operations or other activities of the RHP Fund.
- (c) In the operation and other activities of the RHP Fund, the liability of the CEB will be limited to the Fund Resources which are at the disposal of the CEB.

3. GOVERNANCE AND ADMINISTRATION OF THE RHP FUND

3.1 General Principles of Governance

The RHP Fund has no separate legal personality and thus will be managed by the Fund Manager on behalf of the Donors in accordance with these General Conditions and under the supervision of the Assembly of Donors and the RHP Steering Committee.

The Assembly of Donors is the governing body of the RHP Fund and, in particular, decides on the use and allocation of the Fund Resources.

The RHP Steering Committee is the high coordinating body of the RHP.

The role and the functioning of the RHP Steering Committee is described in the Rules of Procedure of the RHP Steering Committee which will be endorsed by the participants to the RHP Steering Committee prior to the RHP Steering Committee's first meeting.

3.2 The Assembly of Donors

- (a) The Assembly of Donors of the RHP Fund will be composed of the following:
 - (i) one (1) representative of each Donor;
 - (ii) the Fund Manager having a non-voting status,
 and it will be co-chaired by the Commission on a permanent basis (the "**Chair of the Assembly of Donors**") and another Donor on an annual rotation basis being, at any given time, the same Donor who will act as co-chair of the RHP Steering Committee (the "**Co-Chair of the Assembly of Donors**").
- (b) The Assembly of Donors of the RHP Fund will:
 - (i) approve Grants in accordance with the decision making procedure described in Paragraph 3.2(g) below.
 - (ii) monitor the payment of the committed Contributions to the RHP Fund, having regard to implementation of Country Housing Projects to be supported with Fund Resources;
 - (iii) decide on measures to be taken, pursuant to Paragraph 3.2(i) below;
 - (iv) approve the annual financial statements of the RHP Fund;
 - (v) monitor financial flows of the RHP Fund, including upon the cancellation of any Contribution Agreement and/or the winding up of the RHP Fund;
 - (vi) take decisions pursuant to Paragraph 3.2(j) below; and
 - (vii) on an exceptional basis, approve the use of Fund Resources by the Finance Institution for such other activities as the Assembly of Donors may decide within the framework of the Regional Housing Programme in accordance with the decision making procedure described in Paragraph 3.2(g) below.

- (c) Subject to Paragraph 2.2(b), each Donor will have the right to be represented in the Assembly of Donors of the RHP Fund, to participate in their meetings provided that such Donor has, on the date of the meeting of the Assembly of Donors of the RHP Fund, met its obligations under its Contribution Agreement(s).
- (d) Each Donor's representative to the Assembly of Donors of the RHP Fund will be at the service of such Donor without remuneration from the RHP Fund. Each representative may be accompanied by up to one (1) advisory staff while the Chair of the Assembly of Donors and the Co-Chair of the Assembly of Donors may be accompanied by up to two (2) advisory staff each also without remuneration from the RHP Fund. The same representative of each Donor to the Assembly of Donors of the RHP Fund will act as its representative to the RHP Steering Committee. Participants to the Assembly of Donors of the RHP Fund will cover their own costs of participation. An individual may at the same time serve as representative of more than one Donor in the Assembly of Donors of the RHP Fund if such Donors will have so agreed and notified the Fund Manager, in writing and in advance of the meeting.
- (e) The Assembly of Donors of the RHP Fund will meet a minimum of two (2) times per year, except for in the first and last year of the operation of the RHP Fund where the Assembly of Donors will meet a minimum of one (1) time per year, to perform the activities set out in Paragraph 3.2(b).
- (f) In addition, the Assembly of Donors of the RHP Fund may hold special meetings to review the implementation of the RHP Fund. Such meetings of the Assembly of Donors may be called by the Chair of the Assembly of Donors, at the request of CEB or of the Donors, which account for not less than one-third of the aggregate amount of all paid in Contributions to the RHP Fund at the date on which such request will have been made to the CEB.
- (g) As and when required, the Assembly of Donors will endeavour to take decisions by consensus of all Donors present at the meeting when the relevant decision is taken.

Where consensus cannot be reached, such decision will be taken by the Assembly of Donors by vote. *Quorum*: The quorum is established at the start of each Assembly of Donors meeting. The Assembly of Donors will be quorate if the Donors in attendance (A) account for at least one fourth of the Donors who have delivered a Contribution Agreement to the Fund Manager and (B) represent at least 2/3 of the total amount of the paid-in Contributions at the time of the meeting. *Voting Rules*: A decision will be adopted if a majority of not less than 2/3 of the Donors voting, vote in favour of such a decision, provided that the total amount of all paid-in Contributions to the RHP Fund by the Donors voting in favour of a decision represents not less than 2/3 of the total amount of the paid-in Contributions.

- (h) *Written Procedure*: On an exceptional basis, for any urgent business concerning the RHP Fund, the Assembly of Donors may take decisions, in accordance with the decision-making procedure described in Paragraph 3.2(g) above, on the basis of written resolutions, in the absence of a meeting. Such a resolution will be approved if all Donors entitled to participate in the decision-making process, confirm their agreement with the written resolution. If a Donor does not submit its response with respect to the written resolution within the

timeframe provided for this purpose, its vote will be counted in favour of the written resolution. A minimum of fifteen (15) calendar days will be given for each request for response.

If one or more Donors reject the proposal within fifteen (15) calendar days following receipt of the written request for a decision accompanied by relevant supporting documents, such rejection to be made in writing addressed to the Chair of the Assembly of Donors and the Fund Manager, the Chair of the Assembly of Donors will upon receipt of such a rejection call for a meeting of the Assembly of Donors to discuss the relevant resolution.

- (i) If failure by a Donor to meet its obligations under its Contribution Agreement will, in the judgement of the Fund Manager, materially interfere with or prejudice the operations of the RHP Fund, in whole or in part, the Fund Manager may request that the Chair of the preceding Assembly of Donors call a special meeting of the Assembly of Donors to consider the taking of appropriate measures.
- (j) Subject to the provisions of Paragraph 3.2(g), the Assembly of Donors of the RHP Fund may decide on its own rules of procedure and guidelines. Such rules of procedure and guidelines will be in line with the General Conditions.

3.3 The Technical Committee

- (a) The Technical Committee will consist of one (1) representative of the following:
 - (i) the Commission;
 - (ii) each Donor who has made one or more Contributions totalling €5,000,000 or in excess thereof;
 - (iii) each Donor Group; and
 - (iv) RHP Secretariat,
and it will be chaired by the RHP Secretariat (the “**Chair of the Technical Committee**”).
- (b) The Technical Committee will:
 - (i) prepare the Grant Request Assessment Criteria;
 - (ii) screen and assess Grant Requests;
 - (iii) submit Grant Requests for approval to the Assembly of Donors; and
 - (iv) discuss implementation related issues based on information provided by RHP Secretariat, including the progress of the Programme.
- (c) Except for the RHP Secretariat, each member’s representative to the Technical Committee will be at the service of such member without remuneration from the RHP/RHP Fund. Each representative may be accompanied by advisory staff also without remuneration from the RHP/RHP Fund. Participants to the Technical Committee will cover their own costs of participation. An individual may at the same time serve as representative of more than one member in the Technical Committee if such members will have so agreed and notified the RHP Secretariat, in writing and in advance of the meeting.

- (d) The Technical Committee will meet a minimum of two (2) times per year, except for in the first and last year of the operation of the RHP Fund where the Technical Committee will meet a minimum of one (1) time per year, to perform the activities set out in Paragraph 3.3(b). The meetings will be called by the Chair of the Technical Committee. The meetings will be held in the headquarters of the CEB in Paris. The RHP Secretariat will draft the agenda for these meetings and distribute it to the members of the Technical Committee no later than one week prior the scheduled date of the meeting.
- (e) The Technical Committee, in consultation with the Chair of the Technical Committee, may invite representatives of governments, other institutions and entities to attend specific agenda items of meetings of the Technical Committee as observers.

3.4 Management and Administration of the RHP Fund - Role of the Fund Manager

- (a) The Fund Manager will manage the RHP Fund in accordance with these General Conditions. In particular, it will fulfil its role as follows, it will:
 - (i) open and maintain the Fund Account for the RHP Fund in which it will record the receipt of Contributions, the disbursement of the Fund Resources, all remuneration received and payment of the Management Fee in accordance with Paragraph 3.6 and all other operations affecting the Fund Resources;
 - (ii) prepare the annual financial statements of the RHP Fund and report on the activities financed with the Fund Resources for review and approval by the Assembly of Donors;
 - (iii) liaise with the Donors, to the extent necessary to fulfil its managerial role with respect to all issues related to the Assembly of Donors, including maintaining the records of contributions, voting rights and grants;
 - (iv) prepare the meetings of the Assembly of Donors;
 - (v) submit to the Assembly of Donors all necessary reports and technical documentation, including an Annual Report of Fund operations, which will include information provided by the RHP Secretariat and audited financial statements;
 - (vi) submit to Donors written resolutions for approval and inform the Donors of the results from such approval process; and
 - (vii) carry out such other functions as may be necessary for the efficient administration of the RHP Fund as deemed necessary by the Assembly of Donors.
- (b) In managing the RHP Fund and the Fund Resources, the CEB will exercise the same amount of care and diligence as it exercises with respect to its own capital resources and will have no further liability to any Donor in respect thereof.

- (c) In case of misuse, or alleged misuse of Fund Resources, the Fund Manager, after consultation with the Assembly of Donors, may undertake recovery proceedings as are approved by the Assembly of Donors, in accordance with the provisions of Paragraphs 3.2(g) herein above, in a manner consistent with the care and diligence applied in CEB projects financed out of its resources and taking into consideration any concerns, opinions, views, recommendations, advice of the Assembly of Donors. The cost of such proceedings will be charged to the Fund Resources, pro-rata to each Donor based on the size of its Contribution to the RHP Fund.
- (d) The Fund Manager may adopt such operating procedures, compatible with the General Conditions, as may be considered necessary or appropriate for the efficient administration of the RHP Fund.
- (e) Documents and materials, compiled by the Fund Manager, relating to individual sub-projects submitted for financing by the RHP Fund or relating to activities of the RHP Fund will be provided to the Donors to the extent that such disclosure will be consistent with CEB Public Information Policy.

3.5 The Role of the RHP Secretariat

The RHP Secretariat will:

- (a) prepare the meetings of and provide support to the RHP Steering Committee as further detailed in the Rules of Procedure of the RHP Steering Committee;
- (b) liaise with the Partner Countries, the Donors, the UNHCR and the OSCE to the extent necessary to fulfil its role with respect to all issues related to the RHP Steering Committee;
- (c) prepare the meetings of and provide support to the Technical Committee, including as described in Paragraph 3.3(d) above;
- (d) chair the Technical Committee;
- (e) collect all incoming Grant Requests as described in Paragraph 1.2(b) above which it will transmit to the Technical Committee;
- (f) ensure that in relevant CEB publications, communications with recipient Partner Countries, other entities and the media, appropriate visibility is given to the RHP Fund and its Donors, save that, when developing and implementing such visibility measures, the RHP Secretariat, as informed by the Fund Manager, will take due account of the relative size of the Contributions to the RHP Fund made by each Donor;
- (g) in the context of the RHP prepare the meetings of and provide support to the Regional Coordination Forum as further detailed in the Regional Coordination Forum's terms of reference;
- (h) in the context of the RHP co-chair the Regional Coordination Forum as further detailed in the Regional Coordination Forum's terms of reference; and

- (i) any other tasks deemed necessary by the RHP Steering Committee and/or the Technical Committee and/or the Assembly of Donors to achieve efficient implementation of the Regional Housing Programme.

3.6 Management Fee

In order to defray the costs to the CEB in its capacity as Fund Manager and RHP Secretariat as well as all ancillary costs for the management and administrative support of the RHP Fund and the RHP, the CEB will receive a management fee, corresponding to 2.5 per cent. of the total amount of Contributions paid into the RHP Fund (the “**Management Fee**”). The Management Fee will be payable to the CEB out of each Contribution upon its transfer to the Fund Account.

Given that any costs CEB incurs prior to 1 January 2013 in respect of the management and administrative support of the RHP Fund and the RHP will be funded by bilateral contributions to the CEB from the Commission, only costs incurred by CEB in its capacity as Fund Manager and RHP Secretariat from 1 January 2013 will be funded by the Management Fee.

The Management Fee may be reviewed pursuant to the Paragraph 3.11 herein below.

3.7 Remuneration of the Fund Account

The Fund Manager will pay interest to the Fund Account on the daily outstanding credit balances. Such interest is calculated on the basis of the monthly average of the Euro Overnight Index Average (EONIA) defined as the reference rate calculated by the European Central Bank and published on Reuters page “EONIA” minus 30 basis points (-0.30%). For non-business days the reference EONIA rate of the preceding working business day will apply. The interest amount is calculated on an actual/360 day-count-fraction. Interest is credited at the end of each month as the sole remuneration.

In case of negative interest resulting from the remuneration formula stated above, Fund Resources will decrease accordingly.

3.8 Accounts and Audit

- (a) The Fund Manager will maintain the accounts of the RHP Fund in Euro in accordance with the same accounting principles it follows in respect of its other fiduciary accounts.
- (b) The financial statements of the RHP Fund will be audited on an annual basis before the end of June of the following year by CEB’s external auditors in a manner consistent with that applied to CEB’s resources. The costs of the audit will be paid from the Fund Resources.
- (c) The fiscal year of the RHP Fund will be the calendar year. Unless otherwise agreed with the Assembly of Donors, the first fiscal period of the RHP Fund will end on 31 December immediately following the Effective Date.

3.9 Policies and procedures applicable to the implementation of Grants approved for financing with the Fund Resources

Grants approved by the Assembly of Donors for financing from the Fund Resources will be implemented and monitored in accordance with the applicable policies and procedures of the Finance Institution. This includes the procurement of goods, works and services, including consulting services, necessary for the implementation of the CHPs and financed with the Fund Resources.

Partner Countries will carry out procurement in accordance with CEB Procurement Guidelines.

Procurement under each CHP will comply with the principles of transparency, proportionality, sound financial management, equal treatment and non-discrimination, lack of conflicts of interests and respect of internationally accepted standards.

The contracting authorities of the Partner Countries will in particular guarantee that non-discrimination is ensured among tenderers in all stages of the public procurement procedure and regarding in particular circumstances which might lead to locational, material or personal discrimination of tenderers, or discrimination originating from the classification of activities performed by the tenderer.

CEB will ensure that partner countries set up systems that will allow them to provide reasonable assurance of the respect of the above mentioned principles. In particular CEB will carry out regular checks throughout the procurement cycle, ranging from pre-reviews (ex-ante) with the issuance of no-objection, to post-reviews (ex-post). These verifications will entail both desk reviews and field missions. CEB will establish specific circuits for the approval of procurement plans and of all steps of procurement procedures.

CEB will require the Partner Countries to set up systems which will guarantee an adequate control environment and ensure that their contracting authorities carry out public procurement in such a manner that it guarantees economic, effective and efficient use of the financing provided by the RHP Fund and successfully attains the goals of the RHP

Monitoring and evaluation: With respect to monitoring and evaluation of the CHPs, CEB will perform both regular desk reviews and field visits in line with CEB's policy for loans and project financing. On-site monitoring missions will be carried out jointly with Donors upon request.

The RHP monitoring and evaluation framework will be based on a two-tier structure:

- (a) Internal monitoring will be carried out by:
 - (i) the UNHCR and the OSCE who will monitor beneficiary-related issues and the CEB who will supervise overall implementation of the CHPs;
 - (ii) consultants, who will be deployed on short- or long-term missions to provide support to the project implementation units (the "PIUs") and / or address specific issues;
 - (iii) the four (4) PIUs, who will be in charge of implementing the Country Housing Projects in accordance with best practices.
- (b) External monitoring will be carried out by:

- (i) independent auditors, who will conduct regular audits;
- (ii) specialised consultants and/or institutions, who will provide independent evaluation of CHPs' outcomes.

Monitoring and evaluation outcomes and reports will also be outlined with agreed key development impact indicators (baseline data and targets for each country), to be provided periodically during the whole implementation period and at the project completion.

An independent evaluation of the results will take place at the completion of each CHP. A mid-term review, the timing and scope of which are to be decided by the Assembly of Donors, may be carried out.

3.10 Liability

No Donor will assume liability in respect of (i) any third party claims for damages arising out of the implementation of sub-project financed from the Fund Resources, or (ii) any damage or injury sustained by the staff or property of CEB arising out of the management and/or administration of the RHP Fund.

3.11 Review

The Fund Manager may, *inter alia*, at any time, add as an item on the agenda of a meeting of the Assembly of Donors a review regarding:

- (a) the amount of the Management Fee being paid by the Donors, with a view of adjusting such amount, if required, taking into account:
 - (i) the actual costs for management and administration of the RHP Fund, incurred by the Fund Manager and the RHP Secretariat for the period from the Effective Date until the date of the review, and the total value of all Contributions made for the same period; and/or
 - (ii) the actual duration of the RHP following a possible extension of the termination date (as defined in Paragraph 4.2(a) below); and/or
 - (iii) the actual Contributions to the extent that they exceed the amounts pledged at the Donors' Conference; and/or
- (b) changes required to the governance of the RHP Fund, if any; and/or
- (c) the total value of all Contributions made to the RHP Fund for the period from the Effective Date until the date of the review.

Any decisions taken by the Assembly of Donors will be taken in accordance with the decision-making procedure, described in Paragraph 3.2(g) of these General Conditions. If such decisions are inconsistent with, or in any other way necessitate changes to, the terms of these General Conditions, then the decisions and the resulting changes to the General Conditions will only become effective upon the entry into force of a formal amendment to the General Conditions, executed pursuant to the provisions of Clause 6 herein below.

4. TERMINATION

4.1 Termination of a Contribution Agreement

- (a) Subject to Paragraph 4.1(b) and Paragraph 4.4 below, each Donor may at any time terminate its Contribution Agreement upon sixty (60) days prior written notice.
- (b) As from the effective date of termination of a Contribution Agreement, the relevant Donor will have no rights or obligations in respect of the RHP Fund except those set forth in this Clause 4. The Donor will be relieved of any liability to pay to the RHP Fund any amounts of its Contribution under the relevant Contribution Agreement, not yet fully committed. “Fully committed” means commitments in respect of sub-projects, approved by the Assembly of Donors regardless of whether a transfer from the Fund Account has been made by the CEB.

4.2 Termination of the RHP Fund

- (a) The RHP Fund will remain active until 30 June 2018 (the “**Termination Date**”), subject to extension upon the Assembly of Donors’ approval following the Fund Manager’s request based on a request from the RHP Secretariat. If not all of the Fund Resources have been disbursed by the Termination Date, the Fund Manager will make a final re-distribution of the Fund Resources to all Donors on the Termination Date.
- (b) Notwithstanding Paragraph 4.2(a) above and subject to Paragraph 4.3 below, the RHP Fund may be terminated at any time by a decision of the Assembly of Donors, taken with the unanimous consent of Donors, and the agreement of the Fund Manager.
- (c) The RHP Fund will terminate automatically upon termination by CEB of its operations pursuant to Article XV of the Articles.
- (d) The Fund Manager may cease to perform the functions conferred upon it pursuant to these General Conditions upon six (6) months’ notice to the Assembly of Donors, given following consultation with the RHP Steering Committee.

4.3 Disposal of the Resources on Termination of the RHP Fund

Upon termination of the RHP Fund, the following provisions will apply with respect to the disposal of the Fund Resources:

- (a) CEB will immediately cease all activities relating to such Fund Resources, except those incidental to the orderly realisation, conservation and preservation of such Fund Resources and the settlement of the direct or contingent obligations to which they may be subject.
- (b) Subject to Paragraph 4.3(c) below, CEB will distribute the total net assets of the RHP Fund (as shown in the books of the CEB as of the date of termination) among the Donors in proportion to the amounts respectively contributed to the RHP Fund. Such distribution will be effected at such times and in such currencies and types of assets

as CEB determines, and as approved by the Assembly of Donors. For the avoidance of doubt, the currency of such distribution may be Euro even if the relevant Contribution/s was/were made in U.S. dollars. If an amount in Euro is converted into its U.S. dollars equivalent by the CEB before effecting the distribution, the exchange rate as at the day of conversion will be applicable.

- (c) No distribution will be made until all liabilities of the RHP Fund (including payments due to CEB) will have been discharged or provided for. Any distribution to a Donor will be subject to prior settlement of all outstanding claims by CEB against such Donor in respect of its Contribution.
- (d) Until final distribution of the net assets of the RHP Fund, all rights and obligations of CEB under these General Conditions and of the Donors under this Clause 4 of the General Conditions will continue unimpaired.

4.4 Disposal of Fund Resources on Termination of a Contribution Agreement

Upon termination of a Contribution Agreement, the following provisions will apply with respect to the Contribution made pursuant to such Contribution Agreement:

- (a) CEB will immediately cease all activities relating to such Contribution, except those incidental to the orderly realisation, conservation and preservation of such Contribution and the settlement of the direct or contingent obligations to which it may be subject.
- (b) Subject to Paragraph 4.4(c) below, CEB will distribute any funds received pursuant to the relevant Contribution Agreement and not yet committed at the time of termination of the Contribution Agreement to the relevant Donor. Such distribution will be effected at such times and in such currencies as CEB determines, and as approved by the Assembly of Donors. For the avoidance of doubt, the currency of such distribution may be Euro even if the relevant Contribution/s was/were made in U.S. dollars. If an amount in Euro is converted into its U.S. dollars equivalent by the CEB before effecting the distribution, the exchange rate as at the day of conversion will be applicable.
- (c) No distribution will be made until the pro-rata share of all liabilities (including payments due to CEB) in respect of such Contribution have been discharged or provided for. Any distribution to a Donor will be subject to prior settlement of all outstanding claims by CEB against such Donor in respect of its Contribution.
- (d) In the event of release or return to the RHP Fund of any funds committed to a sub-project, approved for financing with Fund Resources, such Donor's pro-rata share of such released or returned funds will be disbursed to such Donor.
- (e) Until final reimbursement to the relevant Donor, all rights and obligations of CEB under these General Conditions and of the Donors under this Clause 4 of the General Conditions will continue unimpaired.

5. COMMUNICATIONS AND NOTICES

All communications and notices required or permitted under the General Conditions will be sent in writing by the most expedient means available. All communications and notices, required or permitted under the General Conditions, may be submitted by means of electronic mail.

6. AMENDMENTS

A proposal to amend these General Conditions may be made by any member of the Assembly of Donors. Such proposal, including the rationale and justifications for the proposed amendment of the General Conditions, will be submitted to the Assembly of Donors by the Fund Manager.

These General Conditions may be amended only pursuant to a decision of the Assembly of Donors taken by consensus and with the agreement of the Fund Manager. Amendments to the General Conditions will be implemented in accordance with their provisions or, absent any particular provision, upon the later of the approval by the Assembly of Donors and the agreement of the Fund Manager to such amendments.

7. DISPUTE RESOLUTION

7.1 Disputes with members of CEB

If a disagreement should arise between the CEB and any Donor who is a member of the CEB concerning any matter arising out of or in connection with the Contribution of the Donor, and such dispute cannot be amicably settled by consultation between them, such disagreement will be resolved between the Governor of the CEB and the representative of the Donor concerned.

7.2 Disputes with non-members of CEB

If a disagreement should arise between the CEB, and a Donor who is not a member of the CEB in connection with the Contribution of that Donor, and such dispute cannot be settled amicably by the parties, such disagreement will be settled by arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of the Contribution Agreement.

ANNEX - FORM OF ADHERENCE AGREEMENT

ADHERENCE AGREEMENT

with respect to the Regional Housing Programme Fund

THIS ADHERENCE AGREEMENT (the “**Adherence Agreement**”) is made between

The [*NAME OF COUNTRY/ENTITY*] (the “**Donor**”); and

The **COUNCIL OF EUROPE DEVELOPMENT BANK**, International Organisation, with its headquarters at 55 Avenue Kléber, 75116 Paris, France (the “**CEB**”, or the “**Fund Manager**”);

jointly referred to hereinafter as the “**Parties**”, each a “**Party**”;

in respect of the Donor’s participation and contribution to the Regional Housing Programme Fund (the “**RHP Fund**”);

WHEREAS

- (A) As part of the joint initiative of Bosnia and Herzegovina, Republic of Croatia, Montenegro and Republic of Serbia (the “**Partner Countries**”) under the Sarajevo process on refugees and displaced persons to create ‘Durable Solutions for Refugees and Displaced Persons (DPs) in the Western Balkans’ (the “**Regional Housing Programme**” or “**RHP**”), the RHP Fund has been established to be managed by the CEB.
- (B) The purpose of the RHP Fund is to pool resources, contributed by states and institutions, to be used for the purposes of providing Grants to the Partner Countries in respect of their respective Country Housing Project under the Regional Housing Programme.
- (C) The CEB will manage the RHP Fund, and all Fund Resources will be accepted, held, used, committed, expended or otherwise disposed of, in accordance with the General Conditions of the RHP Fund (attached) as may be amended, from time to time, in accordance with the terms for amendment, provided therein (the “**General Conditions**”).
- (D) The Donor now wishes to confirm (i) its commitment to contribute to the RHP Fund; (ii) that it agrees that the use and management of any Contribution made by it to the RHP Fund will be done in accordance with the General Conditions and this Adherence Agreement; (iii) its participation in the Assembly of Donors in accordance with the General Conditions and (iv) its participation in the RHP Steering Committee in accordance with the Rules of Procedure of the RHP Steering Committee.

NOW THEREFORE the Parties hereto agree as follows:

1. General Conditions of the RHP Fund

The Donor hereby (i) acknowledges receipt of a copy of the General Conditions (comprising its Annex), as in force as of the date of entry into force of this Adherence Agreement; and (ii) agrees that the General Conditions will apply to any Contribution made by it to the RHP Fund (any such Contribution to be made by way of a Contribution Agreement, substantially in the form of the Annex I hereto), as if incorporated therein in full.

2. Contributions

The Donor confirms its commitment to contribute to the RHP Fund, for the purposes of which it will enter into a Contribution Agreement with the CEB in the form of the Annex I hereto.

3. Notices

All matters relating to the RHP Fund will be addressed, as and when required, to the following representatives of the Parties, as appropriate:

For the Donor:

[NAME]
[TITLE]
[NAME OF COUNTRY/ENTITY]
[ADDRESS]

Tel: [●]
Fax: [●]
Email: [●]

For the Fund Manager:

Director of the Central Directorate for Studies
and International Relations
Council of Europe Development Bank
55, avenue Kléber
75116 Paris, France

Tel: +331 47 55 71 51
Fax: +331 47 55 71 55
Email: CEB-donor-relations@coebank.org

4. General

- (b) All capitalised terms used herein have the meaning attributed to them in the General Conditions as in force at the time of entry into force of this Adherence Agreement.
- (b) Any disputes arising out of or in connection with this Adherence Agreement will be resolved in accordance with the terms of Clause 7 (Dispute Resolution) of the General Conditions.
- (c) This Adherence Agreement will enter into force on upon signature by both Parties.

Signed in the English language, in two originals, one for each of the Parties,

For the [DONOR'S NAME]

Name:

Title:

Date:

For the Council of Europe Development Bank

Name:

Title:

Date:

(Annex I to the Adherence Agreement)

**FORM OF CONTRIBUTION AGREEMENT
with respect to the Regional Housing Programme Fund**

[LETTERHEAD OF DONOR]

Director of the Central Directorate for Studies and International Relations
Council of Europe Development Bank
55, avenue Kléber
75116 Paris
France

Date:

Dear Mr [],

I refer to the Adherence Agreement in respect to the Regional Housing Programme Fund (the “**RHP Fund**”) between [NAME OF COUNTRY/ENTITY] (the “**Donor**”) and the Council of Europe Development Bank, in force as of [date].

[NOTE (to be deleted): if the Contribution Agreement pertains to an increase of Contribution, the following reference should also be made here, separated by a comma from the reference to the Adherence Agreement: “our Contribution Agreement(s) dated [...], [...] and [...].”]

I am pleased to inform you that [NAME OF COUNTRY/ENTITY] wishes to [make a Contribution] OR [increase its Contribution] to the RHP Fund [in] OR [with] the aggregate amount of [AMOUNT] [Euro][U.S. dollars].

The Contribution will be paid in cash, in [Euro] [U.S. dollars]
[in one instalment on [DATE]]* OR
[in [X] instalments, with the first one of [AMOUNT] on [DATE], the second one of [AMOUNT] on [DATE] etc.]* OR
[in [X] instalments, of [AMOUNT] each on [DATES/PERIOD, E.G. QUARTERLY ON...]]* OR
[in several instalments, with the first one of [AMOUNT] on [DATE] and the amount/s and payment date/s of all subsequent instalments to be notified by the Donor to the Fund Manager as soon as possible in advance of making the payment and no later than [two weeks] in advance of making the payment]* (the “**Payment Date/s**”).

**DELETE THE OPTION WHICH DOES NOT APPLY.*

The Donor will notify the Fund Manager two business days prior the [relevant] Payment Date that its Contribution will be made with value date on the Payment Date. Such notice will be made by email and will be addressed to the Fund Manager:

Director of the Central Directorate for Studies and International Relations
Council of Europe Development Bank
55, avenue Kléber
75116 Paris, France

Tel: +331 47 55 71 51

Fax: +331 47 55 71 55

Email: CEB-donor-relations@coebank.org

[The Contribution will be deposited into the Fund Account via the Euro account opened in the name of the Council of Europe Development Bank:

SWIFT code CEFP FR PP

IBAN DE44500700100928738400

BIC code DEUTDEFF

with DEUTSCHE BANK AG FRANKFURT

Taunusanlange 12,

60325 Frankfurt am Main

with indication for further credit in EUR on the “RHP Fund Account”.] *OR*

[The Contribution will be deposited into the Fund Account via the U.S. dollar account opened in the name of the Council of Europe Development Bank:

SWIFT code CEFP FR PP

Account number 04405734

BIC code BKTRUS33

with DEUTSCHE BANK TRUST COMPANY AMERICAS NEW YORK

60 Wall Street

New York NY 10005

with indication for further credit in EUR on the “RHP Fund Account”.]

The Contribution is made without earmarking for a specific Country Housing Project. *OR* [The Contribution is earmarked for the/ following Country Housing Project/s in [*NAME OF PARTNER COUNTRY/COUNTRIES*]].

I confirm that the terms used herein have the meaning attributed to them in the General Conditions of the RHP Fund (the “**General Conditions**”). [*NAME OF COUNTRY/ENTITY*] acknowledges that this Contribution Agreement is subject to and incorporates by reference the terms and conditions of the General Conditions in full.

Sincerely yours,

Name:

Title:

Date:

D. Appendix 3: Outline of Implementing Structure verification criteria

1. Implementing Structure verification process

The Implementing Structure verification process aims at providing a reasonable assurance to CEB, and ultimately to the Donors, that the Country Housing Project is being implemented respecting the principles of legality and regularity. The Implementing Structure must guarantee economic, effective and efficient use of the funds provided by the RHP Fund in compliance with the General Conditions and all rules and regulations applicable by virtue of this Framework Agreement.

Accordingly, prior to the disbursement of the first Grant Tranche under the Grant Agreement to be entered into with respect to the first sub-project under the Country Housing Project, CEB shall carry out a verification of the Implementing Structure in charge of implementing the Country Housing Project. This verification shall review the Implementing Structure's systems, policies and operational procedures as well as its staff competencies.

After the first verification, CEB reserves the right to carry out further verifications should it be deemed necessary. In case of a negative assessment, CEB may not disburse any Grant Tranche or any CHP Support Grant Tranche until corrective action satisfactory to the CEB has been taken by the Implementing Structure.

2. Implementing Structure verification criteria

The main Implementing Structure verification criteria are outlined below:

C1 – Implementing Structure legal set up

The Implementing Structure should work within a clearly defined legal framework.

C2 – Implementing Structure's organization and functional competencies

The Implementing Structure should have the necessary competencies relevant to implementation and management of sub-projects under the Country Housing Project throughout the entire project cycle, including in the fields of project management, technical/engineering, environmental, procurement, accounting and finance, social and economic.

C3 – Implementing Structure project implementation capacity

The Implementing Structure should be adequately staffed and equipped based on a workload analysis, which shall be provided in the context of the Feasibility Report. The e Implementing Structure should ensure appropriate resource planning and identify all steps needed to deliver set objectives.

C4 – Implementing Structure control environment

The Implementing Structure should have systems that guarantee an adequate control environment and ensure that there is sufficient assurance that public procurement shall be carried out in such a manner that it guarantees the legality and regularity of all transaction aiming at economic, effective and efficient use of the resources provided by the RHP Fund.

C5 – Implementing Structure reporting and monitoring

The Implementing Structure, being responsible for reporting on progress in sub-project implementation, should have the capacities, procedures and systems in place to ensure satisfactory and regular reporting to CEB.

C6 – Implementing Structure risk management

The Implementing Structure should ensure that risks are identified and managed, and that adequate control resources are applied in all areas.

Appendix 4: CEB's standard Grant Agreement (template)

Project n° [●] (*insert year*)

GRANT AGREEMENT

between

THE REPUBLIC OF CROATIA

and

THE COUNCIL OF EUROPE DEVELOPMENT BANK

in relation to the

REGIONAL HOUSING PROGRAMME

The parties to this Grant Agreement (hereinafter, the “**Agreement**”) are the **REPUBLIC OF CROATIA** [redacted] (the “**Partner Country**”) and the **COUNCIL OF EUROPE DEVELOPMENT BANK**, International Organisation, with its headquarters at 55 avenue Kléber, 75116 Paris, France (“**CEB**” or the “**Finance Institution**”), jointly referred to hereinafter as the “**Parties**”, each a “**Party**”.

WHEREAS

- (A) CEB and the Partner Country entered into a Framework Agreement effective as of [*insert date*], a copy of which is appended as Appendix A hereto (the “**Framework Agreement**”).
- (B) The Assembly of Donors approved on [*insert date*] an investment subsidy grant to the Partner Country from the RHP Fund resources, as further described under Article 1 (the “**Grant**”) for financing the sub-project under the Partner Country’s Country Housing Project called [*insert name*], as further described under Appendix B (the “**Sub-Project**”).
- (C) The Partner Country has given its full agreement to the Grant and to the implementation of the Sub-Project.
- (D) The Parties have decided to conclude the Agreement to set out the terms and conditions concerning (i) the transfer and utilisation of the Grant; and (ii) the implementation of the Sub-Project.

NOW THEREFORE the Parties hereby agree as follows:

Definitions

In this Agreement the defined terms and expressions shall bear the same meaning as given to them in the Framework Agreement and the following defined terms and expressions shall bear the following meaning, unless the context requires otherwise.

“**Final Beneficiaries**” means the final beneficiaries of the Sub-Project as defined in Appendix B hereto.

Article 1 The Grant

- 1.1 CEB shall, in the manner referred to in Paragraph 1.2 of this Article, place at the disposal of the Partner Country the Grant in an aggregate amount of EUR [*insert amount*].
- 1.2 Subject to the terms of this Agreement and to all conditions precedent for disbursement set out in Article 2 below being fulfilled, CEB shall deposit the Grant in a minimum of two (2) Grant Tranches in the Special Account (as defined in Article 3.4 (*Special Account*) of the Framework Agreement):
- | | |
|------------------|---------------------------|
| Account n° IBAN: | [<i>Please insert</i>] |
| Holder name: | [<i>Please insert</i>] |
| Ref: | [<i>Please insert</i>] |
| Bank's name: | [<i>Please insert</i>] |
| Bank's address: | [<i>Please insert</i>] |
| SWIFT BIC: | [<i>Please insert</i>]. |
- 1.3 The Grant shall be paid in EURO (EUR). All financial accounts and statements shall be expressed in EUR.
- 1.4 The first Grant Tranche, representing an advance payment, shall be in the amount of € [*insert amount*] (thus not exceeding 30% of the approved Grant amount). It shall be disbursed to the Partner Country following the signature of the Agreement, subject to all conditions precedent for disbursement set out in Article 2 below being fulfilled.
- 1.5 The amount of each subsequent Grant Tranche shall be determined according to the Current State of Progress of Works and the Projected State Progress of Works, as presented by the Partner Country in the Progress Reports pursuant to 0.
- 1.6 Each of the subsequent Grant Tranches can be disbursed only after the Partner Country presents a Progress Report to the CEB, subject to compliance with Article 5 below, confirming that 70% of the previous Grant Tranches have been disbursed in accordance with the provisions of the Framework Agreement and the Agreement.
- 1.7 Pursuant to Article 3.3 (*Completion Date*) of the Framework Agreement the Completion Date with respect to the Sub-Project is [*insert date*] [defined in Appendix B hereto].

Article 2 Conditions precedent for disbursement

- 2.1 Pursuant to Article 3.2 (*Conditions precedent for disbursement*) of the Framework Agreement the conditions precedent for disbursement of the Grant are the following:
- [*other conditions precedent for the first and/or subsequent Grant Tranche[s] indicating whether they are applicable for the first and/or subsequent Grant Tranche[s] to be inserted as applicable based on any terms and conditions specified by the Assembly of Donors at the point of Grant Request approval*]

2.1.1 Prior to the disbursement of the first Grant Tranche:

- The Partner Country shall deliver a Legal opinion in the English language satisfactory to CEB covering the issues of capacity, power and authority of the Republic of Croatia to enter into the Framework Agreement and the Agreement and confirming that both Agreements constitute valid, binding and enforceable undertakings.
- The Partner Country's Implementing Structure as defined in Article 4 of the Framework Agreement and as further specified in Article 4 below has been established and is operational to the satisfaction of CEB in accordance with the criteria outlined in Appendix 3 to the Framework Agreement.
- Pursuant CEB's Procurement Guidelines the Partner Country shall provide to CEB a procurement plan with respect to the Sub-Project approved by CEB.

2.1.2 Prior to the disbursement of any subsequent Grant Tranches:

- Prior to the disbursement of any subsequent Grant Tranches the Partner Country shall provide to the CEB information on the Grant implementation progress in the form of the Progress Report pursuant to 0 satisfactory to the CEB.

2.1.3 Prior to the disbursement of last Grant Tranche:

- Prior to the disbursement of the last Grant Tranche the Partner Country shall provide to the CEB in addition to the Progress Report an Expenditure Verification Report pursuant to Article 4.10.5 (*Expenditure verification*) of the Framework Agreement both satisfactory to the CEB.

Article 3

Conditions for use of the Grant

3.1 The Partner Country acknowledges that this Agreement is subject to and incorporates by reference the terms and conditions of the Framework Agreement, including its Appendices, in full. In particular:

- Pursuant to Article 2 (*Conditions for use of the Grant/CHP Support Grant*) the Grant made available by CEB shall be used exclusively for the Sub-Project.
- The Sub-Project shall be implemented in accordance with Article 2 (*Conditions for use of the Grant/CHP Support Grant*) and Article 4 (*Country Housing Project undertakings*) of the Framework Agreement.
- Pursuant to Article 7 (*Consequences of failure to comply*) of the Framework Agreement in the event of failure to comply with the provisions of Article 2 (*Conditions for use of the Grant/CHP Support Grant*) and Article 4 (*Country Housing Project undertakings*) of the Framework Agreement, CEB reserves the right to suspend, cancel or request immediate repayment of the Grant. Before such a claim is made, consultations shall be held between the Parties.

3.2 *Allocation of Grant Tranches*: Pursuant to Article 4.7.3 (*Allocation of Grant Tranches*) of the Framework Agreement (i) each Grant Tranche must be Allocated by the Partner Country to the component parts of the Sub-Project (identified by means of the Progress Reports as in the form set

out in Appendix D hereto) within 12 months from its disbursement date (the “**Allocation End Date**”) and (ii) any amount not so Allocated must be repaid to the RHP Fund account managed by CEB within 3 months from the Allocation End Date.

- 3.3 Any balance remaining unspent upon the Completion Date of the Sub-Project or any repayment of the Grant in accordance with the Framework Agreement and the Agreement shall be deposited in EUR in the RHP Fund account within 6 months from the Completion Date, unless otherwise agreed. Such deposit into the RHP Fund account shall be made via the EUR account opened in the name of the Council of Europe Development Bank:

SWIFT code CEFP FR PP
IBAN DE44500700100928738400
BIC code DEUTDEFF
with DEUTSCHE BANK AG FRANKFURT
Taunusanlange 12,
60325 Frankfurt am Main
with indication for further credit in EUR on the “RHP Fund Account”.

Article 4 **Implementing Structure of the Sub-Project**

- 4.1 Pursuant to Article 4.1.1 (*Lead Institution*) of the Framework Agreement the Partner Country has designated the State Office for Reconstruction and Housing as the Lead Institution with respect to the Country Housing Project and this Sub-Project thereunder.
- 4.2 Pursuant to Article 4.1.2 (*Project Implementing Unit*) of the Framework Agreement the Partner Country entrusts the implementation of the Sub-Project to [*insert name of the PIU*] situated within the State Office for Reconstruction and Housing, the Project Implementation Unit (the “**PIU**”) and the project reporting to be made to CEB to the State Office for Reconstruction and Housing.

In any event, the responsibility to comply with all obligations under the Agreement remains with the Partner Country.

- 4.3 If unforeseen increases in expenditures are expected or realised (whether due to inflationary factors, fluctuation in exchange rates, natural and human-made disasters or other unforeseen contingencies), the Partner Country shall duly inform CEB on a timely basis and proceed in accordance with Article 4.8 (*Increased or revised cost of a sub-project under the Country Housing Project*) of the Framework Agreement. In any event, pursuant to Article 4.8 (*Increased or revised cost of a sub-project under the Country Housing Project*) of the Framework Agreement CEB does not undertake to cover any expenses in excess of the aggregate amount of the Grant set out in Article 1 of the Agreement.

Article 5 **Progress Reports on the Sub-Project**

- 5.1 *Progress Reports*: Pursuant to Article 4.10.2 (*Progress Reports on sub-projects/CHP Support*) of the Framework Agreement the Partner Country [through the Lead Institution,] shall provide on a 4-monthly basis on [*insert dd.mm*], on [*insert dd.mm*] and on [*insert dd.mm*] of every year until the last disbursement request under this Grant Agreement and if such date falls on a weekend or public holiday in the Partner Country then on the next following business day (each such date, a “**Reporting Date**”) with the first Reporting Date under this Grant Agreement falling on [*insert*

dd.mm.yyyy] information to CEB on the Grant implementation progress in the framework of the Progress Reports.

In addition to the regular 4-monthly Progress Reports, the Partner Country shall also provide information to the CEB on the Grant implementation progress, in the form of the Progress Report, prior to any request for disbursement of Grant Tranches. If the timing of the submission of the request for disbursement coincides with the timing of the submission of the regular 4-monthly Progress Report, then the later shall suffice. These Progress Reports shall be deemed satisfactory by the CEB before any disbursement may be made.

[Appendix D hereto is a template specifying the minimum information required by CEB for Progress Reports.]

In any case, the Progress Reports shall address:

- detailed description of activities, including beneficiary selection and protection elements, carried out during the reporting period;
- progress in the achievement of results against a set of indicators;
- impact (economic, social and environmental) prospects;
- sustainability;
- state of Allocation of the Grant Tranches, which are disbursed to the Partner Country by CEB;
- progress of the procurement related activities;
- incurred expenditure and forecast for future expenditure expected to be incurred for a determined period of time; and
- visibility actions.

Reporting on expenditure shall be expressed in EUR or, should payments be made in any other currency, by converting the corresponding amounts into EUR at the exchange rate of the date of payment to the contractor in the non-EUR currency.

5.2 *Completion Report*: Pursuant to Article 4.10.2 (*Progress Reports on sub-projects/CHP Support*) of the Framework Agreement the Completion Report, which shall be provided to CEB within three (3) months following the Completion Date under the Sub-Project, shall include an overall assessment of the performance of the Sub-Project against objectives, as well as an assessment of the use of the Grant. The Completion Report must be deemed satisfactory by the CEB.

5.3 [*insert only in the last Grant Agreement for the last Sub-Project under the Country Housing Project*]: Pursuant to Article 4.10.3 (*Country Housing Project Final Report*) of the Framework Agreement upon the physical completion of the entire Country Housing Project the Partner Country shall present to CEB a Final Report, for the avoidance of doubt, reporting on the entirety of all sub-projects under the Country Housing Project that received a Grant from the RHP Fund, containing the minimum information required by CEB for such a Final Report [as set out in Appendix E hereto].]

Article 6 **Representations and warranties**

The Partner Country represents and warrants:

- that it is authorised to enter into the Agreement and it has given the signatory(ies) the authorisation therefor, in accordance with the laws, decrees, regulations and other texts applicable to it;
- that the drawing up and execution of the Agreement does not contravene the laws, decrees, regulations and other texts applicable to it.

Article 7 **Notices**

7.1 Any notice to be given to either Party with respect to the Agreement shall be effectively given or sent by letter or facsimile to the Parties as addressed below. The address of either Party may be changed by notices in the manner set out in this provision.

7.2 Any notice to CEB shall be addressed to:

Council of Europe Development Bank
55, avenue Kléber
75116 Paris – France

Attention: Director, Directorate for Loans and Social Development (RHP)
Fax: +33 1 47 55 37 52
Email: ceb-RHP@coebank.org

Copy to: Director, Directorate for European Cooperation and Strategy
Fax: +33 1 47 55 71 55
Email: ceb-donor-relations@coebank.org

7.3 Any notice to the Partner Country shall be addressed to:

[Ministry of *[insert name of Ministry]*] *[insert name of institution]* of the Republic of Croatia
[insert address]

Attention: *[insert name and title]*
Fax: *[insert fax number]*

Article 8 **Amendments**

8.1 This Agreement may be modified by written amendment entered into by CEB and the Partner Country.

Article 9
Dispute resolution

- 9.1 Any dispute arising out of or in connection with the Agreement, including its existence, validity, interpretation or termination shall be settled amicably between the Parties.
- 9.2 In default of amicable settlement, disputes shall be subject to arbitration in accordance with the terms of Article 11 (*Dispute resolution*) of the Framework Agreement.

Article 10
Entry into force

- 10.1 The Agreement shall enter into force upon signature by the Parties.

Article 11
Interpretation

- 11.1 The Partner Country acknowledges that this Agreement is subject to and incorporates by reference the terms and conditions of the Framework Agreement in full.
- 11.2 In the event of discrepancies, inconsistencies and/or conflicts between the terms of the Framework Agreement and this Agreement, the documents shall prevail in the following order: (i) this Agreement; (ii) the Framework Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the Agreement in the English language in two (2) originals.

Signed in [●],
On [●]

.....
For the **Council of Europe Development Bank**
[Insert name/title]

.....
For the **Republic of Croatia**
[Insert name/title]

APPENDIX A

[insert copy of the signed Framework Agreement]

APPENDIX B

APPENDIX B-1

Sub-project description

Partner Country	
Sub-Project name	
Date of submission of Sub-Project Application Form	
Contracting Authorities	
Date of approval by National Steering Committee	
Date of the UNHCR/OSCE ⁴ evaluation	
Date of the Technical Committee recommendation	
Date of the Assembly of Donors approval	
Grant amount approved	
Conclusions of the Assembly of Donors	

Objective	
Location	
Type of housing solutions	
Estimated total cost of the sub-project	
Estimated cost breakdown	
Estimated financing plan	
Planned schedule of project implementation	
Grant implementation structure	

⁴ OSCE where applicable

APPENDIX B-2

Logical Framework Matrix

Sub-Project Description	Intervention logic	Indicators	Sources of verification	Assumptions and risks
Overall objective				
Specific objective(s)				
Results				
Activities				

Appendix C

Request for Grant Tranche disbursement (Template)

<Date, place>

To the attention of:
CEB RHP Secretariat
Council of Europe Development Bank
55 avenue Kléber
F – 75116 Paris

Title of the Grant Agreement:

Reference no / Request for disbursement number:

entered into between <name of the Partner Country> and the CEB under the Framework Agreement in relation to the Regional Housing Programme dated <date> entered into between <name of the Partner Country> and the CEB

Dear Sir/Madam,

I hereby request <disbursement of the first tranche/disbursement of the xth tranche/disbursement of the last tranche> under the Grant Agreement mentioned above.

The amount requested is EUR <...>.

Please find attached the following supporting documents:

- Progress Report
- Expenditure Verification Report [only with respect of disbursement request of the last Grant Tranche]

The disbursement of the Grant Tranche should be made to the following bank account: < name and address of the bank, account number, SWIFT and IBAN code >.

I hereby certify that the information contained in this Request for Grant Tranche disbursement is complete and reliable, and that the costs incurred to date as set out in the Progress Report are eligible in accordance with the terms and conditions set out in the Framework Agreement and the Grant Agreement, and that this Request for Grant Tranche disbursement is substantiated by appropriate and verifiable supporting documents.

Yours faithfully,

<Authorised Signatory>

Appendix D

[insert template specifying the minimum information required by CEB for reports]

[insert only in the last Grant Agreement: Appendix E

insert template for a Final Report setting out the minimum information required by CEB for such a Final Report]

Appendix F

[insert Terms of Reference for an Expenditure Verification Report]

Appendix 5: CEB's standard CHP Support Grant Agreement (template)

CHP Support n° [●] (insert year)

**CHP SUPPORT GRANT AGREEMENT
between**

THE REPUBLIC OF CROATIA

and

**THE COUNCIL OF EUROPE DEVELOPMENT BANK
in relation to the
REGIONAL HOUSING PROGRAMME**

The parties to this CHP Support Grant Agreement (hereinafter, the “**Agreement**”) are the **REPUBLIC OF CROATIA** and the **COUNCIL OF EUROPE DEVELOPMENT BANK**, International Organisation, with its headquarters at 55 avenue Kléber, 75116 Paris, France (“**CEB**” or the “**Finance Institution**”);

jointly referred to hereinafter as the “**Parties**”, each a “**Party**”.

WHEREAS

- (A) CEB and the Partner Country entered into a Framework Agreement effective as of [*insert date*], a copy of which is appended as Appendix A hereto (the “**Framework Agreement**”).
- (B) The European Union, represented by the European Commission, and the CEB on [*insert date*] 2013 entered into a bilateral contribution agreement in relation to the RHP which stipulates, *inter alia*, that the CEB shall administer certain EU funds for the benefit of certain activities under the RHP in accordance with the contribution agreement, as amended from time to time (the “**EU Contribution Agreement**”).
- (C) Pursuant to the EU Contribution Agreement, CEB, in its capacity of Finance Institution, shall, *inter alia*, establish and support the functional running of each Country Housing Project and shall thus provide to the Partner Country from EU funds (i) technical assistance support to the Implementing Structure of the Partner Country and / or (ii) financial support to co-fund the operating expenses of the Implementing Structure and / or (iii) financial support to co-fund the operation of the Regional Coordination Office, as further described under Appendix B hereto (the “**CHP Support**”), subject to the terms and conditions of the EU Contribution Agreement.
- (D) The Partner Country has given its full agreement to the CHP Support Grant (as defined below) and to the implementation of the CHP Support.
- (E) The Parties have decided to conclude the Agreement to set out the terms and conditions concerning (i) the transfer and utilisation of the CHP Support Grant (as defined below); and (ii) the implementation of the CHP Support.

NOW THEREFORE the Parties hereby agree as follows:

Definitions

In this Agreement the defined terms and expressions shall bear the same meaning as given to them in the Framework Agreement and the following defined terms and expressions shall bear the following meaning, unless the context requires otherwise.

Article 1 The CHP Support Grant

- 1.1 CEB shall, in the manner referred to in Paragraph 1.2 of this Article, place at the disposal of the Partner Country the CHP Support Grant in an aggregate amount of EUR [*insert amount*].
- 1.2 Subject to the terms of this Agreement and to all conditions precedent for disbursement set out in Article 2 below being fulfilled, CEB shall deposit the CHP Support Grant in a minimum of [*insert number of CHP Support Grant Tranches*] CHP Support Grant Tranches in the Special Account (as defined in Article 3.4 (*Special Account*) of the Framework Agreement):
- Account n° IBAN: [*Please insert*]
Holder name: [*Please insert*]
Ref: [*Please insert*]
Bank's name: [*Please insert*]
Bank's address: [*Please insert*]
SWIFT BIC: [*Please insert*].
- 1.3 The CHP Support Grant shall be paid in EURO (EUR). All financial accounts and statements shall be expressed in EUR.

Article 2 Conditions precedent for disbursement

2.1 Pursuant to Article 3.2 (*Conditions precedent for disbursement*) of the Framework Agreement the conditions precedent for disbursement of the CHP Support Grant are the following:

- [*other conditions precedent for the first and/or subsequent CHP Support Grant Tranche[s] indicating whether they are applicable for the first and/or subsequent CHP Support Grant Tranche[s] to be inserted as applicable*]

2.1.4 Prior to the disbursement of the first CHP Support Grant Tranche:

- The Partner Country shall deliver a Legal opinion in the English language satisfactory to CEB covering the issues of capacity, power and authority of the Republic of Croatia to enter into the Framework Agreement and the Agreement and confirming that both Agreements constitute valid, binding and enforceable undertakings.

2.1.5 Prior to the disbursement of any subsequent CHP Support Grant Tranches:

[•]

- 2.1.6 Prior to the disbursement of last CHP Support Grant Tranche:
[•]

Article 3

Conditions for use of the CHP Support Grant

3.1 The Partner Country acknowledges that this Agreement is subject to and incorporates by reference the terms and conditions of the Framework Agreement, including its Appendices, in full. In particular:

- Pursuant to Article 2 (*Conditions for use of the Grant/CHP Support Grant*) the CHP Support Grant made available by CEB shall be used exclusively for the CHP Support (as described in Appendix B hereto).
- The CHP Support shall be implemented in accordance with Article 2 (*Conditions for use of the Grant/CHP Support Grant*) and CEB's rules and procedures, including in particular CEB's Procurement Guidelines.

In the event of failure to comply with the above rules and procedures, CEB reserves the right to suspend, cancel or request immediate repayment of the CHP Support Grant. Before such a claim is made, consultations shall be held between the Parties.

3.2 Any balance remaining unspent upon the Completion Date of the CHP Support (as defined under Appendix B hereto) or any repayment of the CHP Support Grant in accordance with the Framework Agreement and the Agreement shall be deposited in EUR in the following CEB's account within [*insert time period*] from the Completion Date, unless otherwise agreed:

Account n° IBAN:	[<i>Please insert</i>]
Holder name:	Council of Europe Development Bank
Ref:	[<i>Please insert</i>]
Bank's name:	[<i>Please insert</i>]
Bank's address:	[<i>Please insert</i>]
SWIFT BIC:	[<i>Please insert</i>]

[*insert Article on visibility in accordance EU Contribution Agreement once entered into*].

3.3 The Progress Reports and the Completion Report described under Article 6 of the Agreement shall include (i) information on the procurement of supplies, works and services under the CHP Support; and (ii) the measures taken by the Partner Country to ensure visibility in accordance with [*insert reference Article on visibility*].

Article 4

Implementing Structure of the CHP Support

4.1 Pursuant to Article 4.1.1 (*Lead Institution*) of the Framework Agreement the Partner Country has designated the State Office for Reconstruction and Housing as the Lead Institution with respect to the Country Housing Project and this CHP Support.

4.2 Pursuant to Article 4.1.2 (*Project Implementing Unit*) of the Framework Agreement the Partner Country entrusts the implementation of the CHP Support to [*insert name of the PIU*] situated within the State Office for Reconstruction and Housing, the Project Implementation Unit (the

“PIU”)and the reporting to be made to CEB to the State Office for Reconstruction and Housing.

In any event, the responsibility to comply with all obligations under the Agreement remains with the Partner Country.

Article 5

CHP Support implementation

- 5.1 The CHP Support Grant from CEB amounting to EUR [●] shall cover up to [●]% of the CHP Support cost indicated under Appendix B.
- 5.2 The Partner Country shall apply all care and diligence needed for the proper implementation of the CHP Support.
- 5.3 If unforeseen increases in expenditures are expected or realised (whether due to inflationary factors, fluctuation in exchange rates, natural and human-made disasters or other unforeseen contingencies), the Partner Country shall duly inform CEB on a timely basis. In any event CEB does not undertake to cover any expenses in excess of the aggregate amount of the CHP Support Grant defined under Article 1 of the Agreement.

Article 6

Progress Reports on the CHP Support

- 6.1 *Progress Reports:* Pursuant to Article 4.10.2 (*Progress Reports on sub-projects/CHP Support*) of the Framework Agreement the Partner Country [through the Lead Institution,] shall provide on a 4-monthly basis on [insert dd.mm], on [insert dd.mm] and on [insert dd.mm] of every year until the last disbursement request under this CHP Support Agreement and if such date falls on a weekend or public holiday in the Partner Country then on the next following business day (each such date, a “**Reporting Date**”) with the first Reporting Date under this CHP Support Grant Agreement falling on [insert dd.mm.yyyy] information to CEB on the CHP Support Grant implementation progress in the framework of the Progress Reports.

Reporting on expenditure shall be expressed in EUR or, should payments be made in any other currency, by converting the corresponding amounts into EUR at the exchange rate of the date of payment to the contractor in the non-EUR currency.

- 6.2 The Partner Country, [through the Lead Institution,] [through the PIU,] shall keep accounting records concerning the CHP Support, which shall be in conformity with international standards, and which shall record all operations made and identify the assets and services financed with the help of the CHP Support Grant.
- 6.3 CEB may have an on-site audit of the CHP Support's accounting carried out by one or more consultants of its choice, at the expense of the Partner Country in the event of default by the latter in respect of any of its obligations under the Agreement.
- 6.4 The Partner Country undertakes to respond within a reasonable period to any request for information from the CEB and to provide it with any documentation that CEB should consider necessary and may reasonably request, for the proper implementation of the CHP Support, particularly as concerns the monitoring of the use of the CHP Support Grant.
- 6.5 *Completion Report:* Pursuant to Article 4.10.2 (*Progress Reports on sub-projects/CHP Support*) of the Framework Agreement the Completion Report, which shall be provided to CEB within [insert

time period] following the Completion Date under the CHP Support (as defined under Appendix B), shall include an assessment of the use and the impact of the CHP Support Grant. The Completion Report must be deemed satisfactory by the CEB.

Article 7 **Representations and warranties**

The Partner Country represents and warrants:

- that it is authorised to enter into the Agreement and it has given the signatory(ies) the authorisation therefor, in accordance with the laws, decrees, regulations and other texts applicable to it;
- that the drawing up and execution of the Agreement does not contravene the laws, decrees, regulations and other texts applicable to it.

Article 8 **Notices**

8.1 Any notice to be given to either Party with respect to the Agreement shall be effectively given or sent by letter or facsimile to the Parties as addressed below. The address of either Party may be changed by notices in the manner set out in this provision.

8.2 Any notice to CEB shall be addressed to:

Council of Europe Development Bank
55, avenue Kléber
75116 Paris – France

Attention: Director, Directorate for Loans and Social Development (RHP)
Fax: +33 1 47 55 37 52
Email: ceb-RHP@coebank.org

Copy to: Director, Directorate for European Cooperation and Strategy
Fax: +33 1 47 55 71 55
Email: ceb-donor-relations@coebank.org

8.3 Any notice to the Partner Country shall be addressed to:

[Ministry of *[insert name of Ministry]*] *[insert name of institution]* of the Republic of Croatia
[insert address]

Attention: *[insert name and title]*
Fax: *[insert fax number]*

Article 9 **Amendments**

9.1 This Agreement may be modified by written amendment entered into by CEB and the Partner Country.

Article 10
Dispute resolution

- 10.1 Any dispute arising out of or in connection with the Agreement, including its existence, validity, interpretation or termination shall be settled amicably between the Parties.
- 10.2 In default of amicable settlement, disputes shall be subject to arbitration in accordance with the terms of Article 11 (*Dispute resolution*) of the Framework Agreement.

Article 11
Entry into force

- 11.1 The Agreement shall enter into force upon signature by the Parties.

Article 12
Interpretation

- 12.1 The Partner Country acknowledges that this Agreement is subject to and incorporates by reference the terms and conditions of the Framework Agreement in full.
- 12.2 In the event of discrepancies, inconsistencies and/or conflicts between the terms of the Framework Agreement and this Agreement, the documents shall prevail in the following order: (i) this Agreement; (ii) the Framework Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the Agreement in the English language in two (2) originals.

Signed in [●],
On [●]

.....
For the **Council of Europe Development Bank**
[Insert name/title]

.....
For the **Republic of Croatia**
[Insert name/title]

APPENDIX A

[insert copy of the Framework Agreement]

APPENDIX B

[insert CHP Support description]

Appendix 6: Settlement of disputes in respect of Grants

CHAPTER 4

Settlement of disputes in respect of loans from the Bank or guarantees pertaining thereto

ARTICLE 4.1

Arbitration

Any dispute between the parties to the loan agreement and, where applicable, the guarantee agreement in respect of the interpretation or execution of such agreements or in respect of a claim by one of the said parties against another arising out of the loan agreement, the guarantee agreement, or these regulations, which has not been settled by agreement between the parties shall be submitted for arbitration in the manner prescribed below.

ARTICLE 4.2

Commencement of arbitration proceedings

Arbitration proceedings may be instituted by any one of the parties specified in the preceding section by means of a request notified to all the other parties; the request shall state the nature and subject of the dispute and set forth the claims to be submitted for arbitration.

ARTICLE 4.3

Appointment of the arbitral tribunal

In any arbitration proceedings instituted in pursuance of this article, the borrower or the guarantor (if any) may be a party alongside the guarantor or the borrower as the case may be.

For any dispute submitted for arbitration in pursuance of this article, an arbitral tribunal shall be set up. It shall consist of three arbitrators appointed as follows:

- (a) one arbitrator shall be appointed by the Bank;
- (b) a second arbitrator shall be appointed by the borrower or, where applicable, by agreement between the borrower and the guarantor or, failing such agreement, by the guarantor;
- (c) a third arbitrator, called the umpire, who shall act as President of the arbitral tribunal, shall be appointed by common consent between the parties or, failing such consent, by the President of the European Court of Human Rights or, should the latter have the nationality of the guarantor or be of the same nationality as the borrower, by the Vice-President of the Court or, if the latter is in the same situation, by the senior of those Judges of the Court who neither have the nationality of the guarantor nor are of the same nationality of the borrower;
- (d) the procedure described in the preceding paragraph shall take place, at the instance of one of the parties to the dispute, if, within one month after notice has been given of the request for arbitration, no agreement has been reached regarding the appointment of an umpire;
- (e) where one of the parties appoints no arbitrator, the umpire shall appoint the said arbitrator.

ARTICLE 4.4

Place of arbitration

The arbitral tribunal shall hold its first sitting on such date and at such place as shall be appointed by the umpire. Thereafter, the tribunal shall decide itself where and when it shall sit.

ARTICLE 4.5

Law applicable to arbitration proceedings

The arbitral tribunal shall decide all questions relating to its competence. It shall lay down its own rules of procedure and shall choose the law which shall be applicable, unless that law is specified in the contracts or in the arbitration agreement, bearing in mind the provisions of Article 1 (3) of the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe. All decisions of the tribunal shall be by majority vote.

Domestic law may apply in a particular case provided that it does not derogate from the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe and from the Articles of Agreement.

ARTICLE 4.6

Award of the arbitral tribunal

All awards of the arbitral tribunal shall set out the grounds for the decision. They shall be final and binding upon all the parties referred to in Article 4.3. They may be rendered in default of submissions.

ARTICLE 4.7

Cost of arbitration

The party against whom the award is made shall bear the costs of the arbitration proceedings unless the arbitral tribunal decides otherwise or the parties have agreed otherwise by a clause in the loan contract or the guarantee contract. The arbitral tribunal shall give a final ruling on any dispute in respect of costs.

ARTICLE 4.8

Enforcement of arbitral awards

The loan agreement and the guarantee agreement shall contain whatever provisions are required to ensure, in respect of the Bank and in respect of the borrower and the guarantor, compliance with any awards made in pursuance of this chapter.

If, within one month after the originals of the award have been delivered to the parties, the award has not been complied with, any of the parties specified in Article 4.3 may institute proceedings for the enforcement of the award. The court which shall have jurisdiction for such proceedings shall be that designated by the rules of civil procedure of the State concerned.

Članak 3.

Sredstva za financijske obveze, u iznosu od 24.100.000,00 kuna koje nastaju za Republiku Hrvatsku na temelju Okvirnog sporazuma iz članka 1. ovoga Zakona osigurati će se u okviru proračunskih sredstava na poziciji Državnog ureda za obnovu i stambeno zbrinjavanje.

Članak 4.

Provedba ovoga Zakona u djelokrugu je središnjeg tijela državne uprave nadležnoga za poslove obnove i stambenog zbrinjavanja.

Članak 5.

Na dan stupanja na snagu ovoga Zakona Okvirni sporazum iz članka 1. ovoga Zakona nije na snazi već se privremeno primjenjuje od datuma potpisivanja te će se podaci o njegovom stupanju na snagu objaviti, u skladu s odredbom članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

Članak 6.

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

OBRAZLOŽENJE

Uz članak 1.

Člankom 1. ovoga Zakona utvrđuje se da Hrvatski sabor potvrđuje Okvirni sporazum između Vlade Republike i Razvojne banke Vijeća Europe u vezi s Regionalnim programom stambenog zbrinjavanja sukladno odredbama članka 140. Ustava Republike Hrvatske (Narodne novine, broj 85/2010 – pročišćeni tekst i 5/2014 – Odluka Ustavnog suda Republike Hrvatske), čime se iskazuje formalni pristanak Republike Hrvatske da bude vezana ovim Okvirnim sporazumom, na temelju čega će ovaj pristanak biti iskazan i u odnosima s drugom ugovornom strankom.

Uz članak 2.

U članku 2. sadržan je tekst Okvirnog sporazuma u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik.

Uz članak 3.

Članak 3. sadrži odredbe o osiguranju financijskih sredstava potrebnih radi izvršavanja Okvirnog sporazuma.

Uz članak 4.

Člankom 4. utvrđuje se da je provedba Zakona u djelokrugu središnjeg tijela državne uprave nadležnoga za poslove obnove i stambenog zbrinjavanja.

Uz članak 5.

Člankom 5. utvrđuje se da se na dan stupanja na snagu ovoga Zakona, Okvirni sporazum privremeno primjenjuje od datuma potpisivanja te da će se podaci o njegovom stupanju na snagu objaviti, u skladu s odredbom članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

Uz članak 6.

Člankom 6. uređeno je stupanje na snagu ovog Zakona.

PRILOG: Preslika teksta Okvirnog sporazuma u izvorniku na engleskom jeziku



FRAMEWORK AGREEMENT

between

THE REPUBLIC OF CROATIA

and

THE COUNCIL OF EUROPE DEVELOPMENT BANK

in relation to the

REGIONAL HOUSING PROGRAMME

Table of Contents

Article 1. Financing of the Country Housing Project	7
Article 2. Conditions for use of the Grant / CHP Support Grant	7
Article 3. The Grant / CHP Support Grant	8
Article 4. Country Housing Project undertakings	9
Article 5. Discharge of the Partner Country's obligations	14
Article 6. Representations and warranties	15
Article 7. Consequences of failure to comply	15
Article 8. Relations with third parties	15
Article 9. Interpretation of the Agreement	15
Article 10. Amendments	15
Article 11. Dispute resolution	15
Article 12. Execution of an arbitration award	16
Article 13. Notices	16
Article 14. Entry into force	17
Article 15. Originals of the Agreement	17
Appendix 1: Description of the Country Housing Projects under the Regional Housing Programme	18
Appendix 2: General Conditions	20
Appendix 3: Outline of Implementing Structure verification criteria	45
Appendix 4: CEB's standard Grant Agreement (template)	46
Appendix 5: CEB's standard CHP Support Grant Agreement (template)	60
Appendix 6: Settlement of disputes in respect of Grants	68

The **REPUBLIC OF CROATIA** through the Ministry of Finance, Katančičeva 5, 10000 Zagreb, Croatia
(the “**Partner Country**”),

and

The **COUNCIL OF EUROPE DEVELOPMENT BANK**, International Organisation, with its headquarters at 55 avenue Kléber, 75116 Paris, France
(“**CEB**”)

jointly referred to hereinafter as the “**Parties**”, each a “**Party**”;

WHEREAS

- (A) The ‘Joint Regional Programme on Durable Solutions for Refugees and Displaced Persons’ (the “**Regional Housing Programme**” or the “**RHP**”) is a joint initiative of Bosnia and Herzegovina, Republic of Croatia, Montenegro and Republic of Serbia (each a “**Partner Country**” and together the “**Partner Countries**”).
- (B) The aim of this regional initiative, which is an integral part of the ‘Sarajevo Process on refugees and displaced persons’ initiated in 2005, re-launched in March 2010 at the Belgrade conference, and to which the Partner Countries have re-committed themselves with the November 2011 Belgrade Declaration, is to contribute towards resolving the protracted displacement situation of the most vulnerable refugees and displaced persons (DPs) following the 1991-1995 conflicts on the territory of former Yugoslavia, including internally displaced persons (IDPs) in Montenegro from 1999, by, *inter alia*, providing them with durable housing solutions.
- (C) The RHP aims to benefit close to 74,000 people or 27,000 households and its cost is estimated to be approximately €584 million over a five-year period. It shall comprise four country housing projects, one in each Partner Country each of which shall be implemented by the relevant Partner Country in several sub-projects and in several phases (each a “**Country Housing Project**” or a “**CHP**”).
- (D) The CEB was established on 16 April 1956 by the adoption of its Articles of Agreement, as amended, (the “**Articles of Agreement**”) by the Committee of Ministers of the Council of Europe, the decision-making body of the Council of Europe and has its origins in a Partial Agreement originally entered into between eight Council of Europe member states. The CEB is governed by the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe of March 6, 1959 (the “**Third Protocol**”), by its Articles of Agreement and by regulations issued pursuant to the Articles of Agreement.
- (E) The participation of CEB to the RHP and the establishment of a fund named ‘Regional Housing Programme Fund’ to pool donor contributions of at least € 250,000 (the “**RHP Fund**”) were approved on 27 January 2012 by the CEB’s administrative council by Resolution 1543(2012).
- (F) CEB accepted to administer the RHP Fund in accordance with the General Conditions of the RHP Fund which were accepted by the Donors by way of adherence agreement entered into between CEB and each Donor, respectively, as amended from time to time (the “**General Conditions**”). CEB’s role in respect of the RHP is that of RHP Secretariat, Fund Manager and Finance Institution and as further detailed in the General Conditions.
- (G) In its capacity of Finance Institution, CEB, *inter alia*, shall disburse investment subsidy grants from the RHP Fund resources to the Partner Countries for financing any sub-project under the

Country Housing Projects that fulfils certain eligibility criteria as detailed in the General Conditions upon the decision of the Assembly of Donors (“**Grants**”) and in connection with any Grants may disburse loans from its own resources to the Partner Countries for financing the same sub-project under the Country Housing Projects that meets all of CEB’s conditions for financing upon the decision of CEB’s administrative council (“**Loans**”).

- (H) The European Union, represented by the European Commission, and the CEB shall enter into a bilateral contribution agreement in relation to the RHP which may stipulate, *inter alia*, that the CEB shall administer certain EU funds for the benefit of certain activities under the RHP in accordance with the contribution agreement, as amended from time to time (the “**EU Contribution Agreement**”).
- (I) Pursuant to the EU Contribution Agreement, CEB, in its capacity of Finance Institution, shall, *inter alia*, establish and support the implementation of each Country Housing Project and shall thus provide to the Partner Country from EU funds (i) technical assistance support to the Implementing Structure of the Partner Country and / or (ii) financial support to co-fund the operating expenses of the Implementing Structure and / or (iii) financial support to co-fund the operation of the Regional Coordination Office as further described in Article 1 under paragraph 1.2 below (the “**CHP Support**”).
- (J) The Parties have decided to conclude the present Framework Agreement (the “**Agreement**”) to set out the terms and conditions applicable to (i) any Grants and (ii) any CHP Support.

NOW THEREFORE the Parties hereby agree as follows:

Definitions

In this Agreement the following defined terms and expressions shall bear the following meaning, unless the context requires otherwise:

“**Allocation of a Tranche**” (hereinafter also “**Allocation**” or “**Allocated**”) means the commitment of a Tranche by the Partner Country to the component parts of the sub-project under the Country Housing Project (identified by means of a standard table appended to any Grant Agreement) even if such Tranche has not yet been paid out by the Partner Country for the sub-project under the Country Housing Project.

“**Assembly of Donors**” means the assembly of donors of the RHP Fund comprising one representative of each Donor and CEB in its capacity as the Fund Manager.

“**CEB’s Environmental Policy**” means the CEB’s Environmental policy as amended from time to time and as publically available on its website: www.coebank.org.

“**CEB’s Loan Regulations**” means the CEB’s ‘Loan regulations’ which are comprised in CEB’s Policy for Loan and Project Financing as amended from time to time and as publically available on its website: www.coebank.org.

“**CEB’s Policy for Loan and Project Financing**” means the CEB’s Overall policy framework for loan and project financing, as amended from time to time and as publically available on its website: www.coebank.org.

“**CEB’s Procurement Guidelines**” means the CEB’s ‘Guidelines for Procurement of supplies, works and services’, as amended from time to time, as publically available on its website: www.coebank.org.

“**CHP Support Grant**” means any grant the CEB provides to the Partner Country from EU funds in the form of financial support (i) to fund technical assistance to the Implementing Structure of the Partner Country and / or (ii) to co-fund the operating expenses of the Implementing Structure and / or (iii) to co-fund the operation of the Regional Coordination Office, subject to the terms and conditions of the EU Contribution Agreement and as documented by a CHP Support Grant Agreement.

“**CHP Support Grant Agreement/s**” means the grant agreement/s which document/s any CHP Support Grant to be entered into between the Parties, subject to the terms and conditions of the EU Contribution Agreement and substantially in the form appended hereto in Appendix 5.

“**Completion Report**” means the completion report on any of the sub-projects under the Country Housing Project as further described in Article 4 under paragraph 4.10.2 below.

“**Current State of Progress of Works**” means the progress in terms of physical advancement of works compared to the original work plan and the ratio of incurred eligible expenditure to total eligible cost of the sub-project under the Country Housing Project.

“**Donor/s**” means any state and / or institution that has made a minimum contribution of € 250,000 to the RHP Fund;

“**Feasibility Report**” means a country-specific feasibility report prepared by the Partner Country and approved by CEB and the European Commission which indicates in detail the institutional structures for the implementation of the respective CHP; specify implementation mechanisms and procedures and detail the general scope, quantities, costs and schedules.

“**Finance Institution**” means the CEB in its capacity as the finance institution where it (i) shall appraise Grant Requests and/or Loan Requests, (ii) shall disburse Grants to the Partner Countries, (iii) may provide Loans, subject to all CEB’s conditions for financing being met and (iv) shall monitor the implementation of sub-projects under the Country Housing Projects partially financed by either Grants and Loans or Grants;

“**Final Report**” means the final report on the Country Housing Project as further described in Article 4 under paragraph 4.10.3 below.

“**Framework Loan Agreement/s**” means the framework loan agreement/s which specifies/specify the Loan made available to the Partner Country for any sub-project under its Country Housing Project to be entered into between the Parties upon the approval of a Loan Request by CEB’s administrative council.

“**Grant Agreement/s**” means the grant agreement/s which specifies/specify the Grant made available to the Partner Country for any sub-project under its Country Housing Project to be entered into between the Parties following the approval of a Grant Request by the Assembly of Donors, substantially in the form appended hereto in Appendix 4.

“**Grant Request Assessment Criteria**” means the grant request assessment criteria prepared by the Technical Committee in consultation with the Partner Countries and approved by the Assembly of Donors, as amended from time to time, and shared with the Partner Countries.

“**Grant Tranche**” means an amount disbursed or to be disbursed from any Grant.

“**Implementing Structure**” means the structure in the Partner Country that implements a sub-project under the Country Housing Project as further described in Article 4 below.

“**Lead Institution**” means the Partner Country’s ministry or institution who, by delegation of the Partner Country, has the overall responsibility for the coordination and management of the Country

Housing Project and any sub-project thereunder as further described in Article 4 under paragraph 4.1.1 below.

“Loan Disbursement Agreement/s” means the disbursement agreement/s which specifies/specify for each Loan Tranche, the amount, the interest rate, the currency, the disbursement date, the repayment period and each Party's accounts for remittance and shall be drawn up at the time of disbursement.

“Loan Tranche” means an amount disbursed or to be disbursed from any Loan.

“Progress Report” means any of the progress reports on (i) the sub-projects under the Country Housing Project and / or (ii) the CHP Support as further described in Article 4 under paragraph 4.10.2 below.

“Project Implementing Unit (PIU)” means the Partner Country's team in charge of the preparation, the day-to-day implementation, physical and financial management and follow-up of any sub-project under the Country Housing Project.

“Projected State of Progress of Works” means the planned progress in terms of physical advancement of works for a determined period of time and the ratio of eligible expenditure expected to be incurred for a determined period of time to total eligible cost of the sub-project under the Country Housing Project.

“Regional Coordination Forum” means the regional coordination forum coordinating the RHP activities among the Partner Countries.

“Regional Coordination Office” or **“RCO”** means the structure to be established in one of the Partner Countries with the aim to enhance regional cooperation in the framework of the RHP implementation and to ensure that the regional aspects of the RHP are adequately addressed.

“RHP Secretariat” means the CEB in its capacity as RHP secretariat as described in paragraph 3.5 of the General Conditions.

“Technical Committee” means the technical committee of the RHP Fund comprising one representative of the European Commission, each Donor and group of Donors who has/have made one or more contributions to the RHP Fund totalling €5,000,000 or in excess thereof and CEB in its capacity as the RHP Secretariat.

Article 1. Financing of the Country Housing Project

This Agreement describes and governs (i) any Grant and (ii) any CHP Support that CEB, in its capacity of Finance Institution, may provide to the Partner Country.

1.1. Grant

If a Grant is requested by the Partner Country (“**Grant Request**”) and subsequently approved by the Assembly of Donors, such Grant is made and shall be disbursed to the Partner Country by CEB, in its capacity as Finance Institution, under the conditions set out in this Agreement and the relevant Grant Agreement.

If a Loan is requested by the Partner Country in connection with any sub-project under the Country Housing Project (“**Loan Request**”) and subsequently approved by the CEB’s administrative council, such Loan is made and shall be disbursed to the Partner Country by CEB under the general conditions of CEB’s Loan Regulations and under the special conditions fixed by the relevant Framework Loan Agreement and any Loan Disbursement Agreement thereto.

1.2. CHP Support

Pursuant to the EU Contribution Agreement, CEB, in its capacity of Finance Institution, shall, *inter alia*, support the implementation of the Country Housing Project, including the Implementing Structure as further described in Article 4, and shall thus provide:

- (i) technical assistance support to the Implementing Structure of the Partner Country, and / or
- (ii) financial support to co-fund the operating expenses of the Implementing Structure of the Partner Country[, and / or
- (iii) financial support to co-fund the operation of the Regional Coordination Office],

in each case subject to the terms and conditions of the EU Contribution Agreement and with respect to item (iii) above also subject to the terms of reference of the Regional Coordination Office to be developed and agreed between the Partner Countries, the European Commission on behalf of the EU and the CEB.

The terms of any such financial support shall be defined in a CHP Support Grant Agreement.

For the avoidance of doubt, the terms of any technical assistance shall be defined either (i) in a CHP Support Grant Agreement or (ii) in an agreement to be concluded by the CEB and the relevant consultant, subject to the terms and conditions of the EU Contribution Agreement. The Partner Country undertakes to accept the technical assistance.

Article 2. Conditions for use of the Grant / CHP Support Grant

Grants: Any Grants shall be provided by the CEB in consideration of the commitment that the Partner Country is making to apply such Grant/s solely to financing its Country Housing Project as further described in Appendix I and each sub-project thereunder as further described in the relevant Grant Agreement and to carry out its Country Housing Project and each sub-project thereunder. The Partner Country undertakes that should it, after implementation of any sub-project under the Country Housing Project, collect any revenues from any Grant it shall reinvest them in the Country Housing Project, unless otherwise decided between the Partner Country and the CEB.

In accordance with the General Conditions each Country Housing Project and each sub-project thereunder shall be implemented in accordance with (i) the General Conditions, (ii) CEB’s rules and procedures, including in particular:

- CEB's Procurement Guidelines;
- CEB's Environmental Policy; and
- CEB's Policy for Loan and Project Financing to the extent not indicated otherwise in the General Conditions,

and (iii) the Grant Request Assessment Criteria and (iv) any terms and conditions specified by the Assembly of Donors as reflected in the relevant Grant Agreement.

CHP Support Grants: Any CHP Support Grants shall be provided by the CEB subject to (i) the EU Contribution Agreement, (ii) CEB's rules and procedures, including in particular CEB's Procurement Guidelines.

Article 3. The Grant / CHP Support Grant

3.1. Financial conditions

The amount of any Grant shall be detailed in a Grant Agreement to be entered into between the Parties pursuant to this Agreement upon the approval by the Assembly of Donors of any Grant Request in respect of a sub-project under the Partner Country's Country Housing Project.

3.2. Conditions precedent for disbursement

The conditions precedent for disbursement of any Grant, including, *inter alia*, (i) a Legal opinion in the English language satisfactory to CEB covering the issues of capacity, power and authority of the Republic of Croatia to enter the Agreement and the relevant Grant Agreement and confirming that both Agreements constitute valid, binding and enforceable undertakings, (ii) an operational Implementing Structure as defined in Article 4 below has been established and is operational to the satisfaction of CEB in accordance with the criteria outlined in Appendix 3 hereto and (iii) a procurement plan with respect to the relevant sub-project satisfactory to CEB, shall be set out in the relevant Grant Agreement.

3.3. Completion Date

The Grant Agreement shall set out the sub-project specific completion date by which under the relevant sub-project (i) all the activities shall be completed and (ii) all of the Partner Country's payment obligations towards contractors engaged by the Partner Country during the process of sub-project implementation shall be settled (the "**Completion Date**"), subject to extension upon the CEB's approval following the Partner Country's written and duly justified request.

3.4. Special Account

The Ministry of Finance shall open at the Croatian National Bank a dedicated account for Regional Housing Programme to make all deposits for all sub-projects that receive Grants on this account and for deposit of all eventual CHP Support Grants. A unique code shall be defined for each sub-project Grant and each CHP Support Grant by which it would be possible to follow deposits and reimbursements for each sub-project and each CHP Support Grant. Payments shall be made from a Single Account of the Croatian State Budget. To provide analytical monitoring of the funds, the State Office for Reconstruction and Housing shall analytically guide all transactions through its records.

Article 4. Country Housing Project undertakings

4.1. Implementing Structure of the Country Housing Project

The Implementing Structure shall fulfil the criteria outlined in Appendix 3 hereto.

4.1.1. Lead Institution

The Partner Country designates the State Office for Reconstruction and Housing as the Lead Institution with respect to the Country Housing Project and any sub-project thereunder.

4.1.2. Project Implementing Unit (PIU)

The Partner Country shall establish and maintain an appropriately staffed and equipped PIU for the implementation of any sub-project under the Country Housing Project. The Partner Country entrusts the implementation of the Country Housing Project to the Project Implementation Unit situated within the State Office for Reconstruction and Housing (the “PIU”) and entrusts the project reporting to be made to CEB to the State Office for Reconstruction and Housing.

However, the responsibility to comply with all obligations under the Agreement remains with the Partner Country.

4.2. Integrity

4.2.1. Integrity Commitment

The Partner Country warrants and undertakes that no person shall commit a corrupt, fraudulent, coercive or collusive practice in connection with the implementation of its Country Housing Project and any sub-project thereunder, including the procurement and execution of contracts thereunder.

For the purposes of this Agreement:

- A “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
- A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- The knowledge of any member of the Lead Institution and PIU or the persons mentioned in Article 4 under paragraph 4.6 shall be deemed the knowledge of the Lead Institution and the PIU.

The Partner Country shall ensure that the Lead Institution and the PIU institute, maintain and comply with internal procedures and controls, in compliance with applicable national laws and international best practices, for the purposes of avoiding that the amount of any Grant under the Country Housing Project is used (i) with the aim of money laundering or (ii) with the aim of financing of terrorism, particularly, the Partner Country shall ensure that no transaction is entered with, or for the benefit of, any of the individuals or institutions named on the lists of sanctioned persons promulgated by the United Nations Security Council or its committees pursuant to Security Council Resolutions 1267

(1999), 1373 (2001) (available at <http://www.un.org/terrorism>), as updated from time to time, and/or by the Council of the European Union pursuant to its Common Positions 2001/931/CSFP and 2002/402/CSFP and their related or successor resolutions and/or implementing acts in connection with financing of terrorism matters.

The Partner Country shall ensure that the PIU and the Lead Institution undertakes:

- To inform CEB should it become aware of any alleged or suspected failure to comply with the above undertakings;
- To take such action as CEB may reasonably request to investigate and/or terminate any alleged or suspected act or failure to comply with the above undertakings;
- To facilitate any investigation that CEB may make in relation to any such act or failure to comply with the above undertakings; and
- To inform CEB of the measures taken to seek damages from the persons responsible for any loss resulting from any such act or failure to comply with the above undertakings.

4.3. Procurement

Pursuant to paragraph 3.9 of the General Conditions, procurement of supplies, works and services to be financed under the Country Housing Project and any sub-project thereunder shall (i) be prepared, awarded and managed by the Partner Country; and (ii) comply with the CEB's Procurement Guidelines.

As provided under the CEB's Procurement Guidelines, contracts shall be procured in accordance with public procurement legislation in force in the Partner Country. Contracts equal or above the thresholds applicable in the Partner Country shall be procured through international (open or restricted) procedures (requiring publication in the Official Journal of the EU ("OJEU")).

In accordance with the CEB's Procurement Guidelines, the Procurement Plan indicating the procurement methods for each contract shall be submitted to the CEB for approval prior to the disbursement of the first Grant Tranche under any Grant Agreement.

In particular, the Partner Country shall submit to CEB for approval a Procurement Plan setting forth:

- contracts for supplies, works, and/or services required to carry out any sub-project under its Country Housing Project during the initial period of any sub-project of at least eighteen (18) months;
- estimated cost of each contract;
- proposed procurement methods for each contract;

estimated launching date of each tender.

Upon receipt, the CEB shall inform the Partner Country of the scope of review that CEB shall carry out (including no-objection) for each contract envisaged under the Procurement Plan.

CEB shall not finance expenditures for goods, works and services which have not been procured in accordance with the above provisions. In such cases, CEB reserves the right to declare the corresponding contract ineligible for financing with the Fund Resources. In addition, if at any time CEB determines that procurement under any sub-project under the Country Housing Project is not compliant with the above provisions, it reserves the right to review and determine whether such non-compliance gives rise to the suspension, cancellation or immediate repayment of any Grant.

4.4. Environment

The Country Housing Project and each sub-project thereunder shall comply with the CEB's Environmental Policy.

4.5. Human Rights

The implementation of the Country Housing Project and each sub-project thereunder shall not lead to a violation of the European Convention on Human Rights and of the European Social Charter.

4.6. Contact

Unless the Partner Country shall otherwise specify in writing to CEB, the Head of the Lead Institution shall be responsible for contacts with CEB for the purposes of Article 4 under paragraphs 4.2, 4.3, 4.4 and 4.5 above.

4.7. Use of the Grant

4.7.1. Eligible costs

The Grant Tranches must be allocated by the Partner Country to cover costs of any sub-project under its Country Housing Project that are (i) listed in paragraph 1.3(d) of the General Conditions and (ii) in accordance with the provisions of the relevant Grant Agreement.

4.7.2. Rules on taxes, customs duties and other levies having equivalent effect

The Partner Country undertakes to apply to contractors paid out of Grants, CHP Support Grants or with CHP Support ("RHP contractors") the same rules on taxes, customs duties or other levies having equivalent effect arising for "EC contractors" from the relevant framework agreement between the Partner Country and the European Union on the Instrument for Pre-Accession Assistance (IPA) (the "IPA Framework Agreement").

For the avoidance of doubt, the same rules shall apply to contractors when paid out of co-financing from the Partner Country or Loans granted by CEB.

Before the disbursement of Grants or CHP Support Grants or before the implementation of CHP Support, the Partner Country shall take if necessary relevant measures (i) to apply the above provisions (including the adaptation of the legislation implementing the IPA Framework Agreement or the introduction of specific legislation) and (ii) to ensure that adequate procedures (including to benefit from any applicable tax/duty exemptions) are in place.

4.7.3. Allocation of Grant Tranches

The Grant Agreement shall set out (i) within which period after each disbursement Grant Tranches must be Allocated by the Partner Country to the component parts of the sub-project under the Country Housing Project and (ii) within which period any amount not so Allocated must be repaid to the RHP Fund account managed by CEB.

4.8. Increased or revised cost of a sub-project under the Country Housing Project

The Partner Country co-finances the sub-projects under its Country Housing Project by allocating to the sub-projects under its Country Housing Project its own financial and/or in-kind contribution in an overall amount at least equal to the corresponding own contribution specified in the "Budget" set out in Annex 2 to the "Joint Regional Programme on Durable Solutions for Refugees and Displaced

Persons⁷⁷. For the avoidance of doubt, Grant Requests can be approved by the Assembly of Donors, only if the available funding covers the cost of the relevant sub-project.

Should the costs of a sub-project under the Country Housing Project, as described in a Grant Agreement increase for whatever reason, the Partner Country shall ensure that the additional financial resources for the completion of such sub-project under the Country Housing Project are available.

4.9. Donor, RHP and CEB visibility

The Partner Country shall incorporate in all its promotional material related to the Country Housing Project and each sub-project thereunder a reference to the fact that it is financed by the RHP Fund managed by the CEB. The Partner Country shall ensure that information given to the press, the beneficiaries, and all related publicity material, official notices, reports and publications, shall acknowledge that the sub-project was financed by the RHP Fund and shall display the RHP logo in an appropriate way. All visibility actions shall comply with the RHP communication policy to be developed by the CEB and approved by the Donors.

4.10. Information requirements

4.10.1. Information concerning any sub-project under the Country Housing Project

The Partner Country undertakes (i) to retain, in a single location, for inspection during 6 (six) years from the conclusion of each contract financed by means of any Grant or CHP Support Grant the full terms of the contract itself, as well as all material documents pertaining to the procurement process and to the execution of the contract and (ii) to procure that CEB may inspect the contractual documents that the contractor is obliged to retain under its supply contract.

The Partner Country shall ensure the keeping of accounting records concerning any sub-project under the Country Housing Project or any project that receives CHP Support, which shall be in conformity with international standards, showing, at any point, the state of progress (i) of any sub-project under the Country Housing Project or (ii) any project that receives CHP Support, and which shall record all operations made, be backed by original supporting evidence and identify the assets and services financed with the help of any Grant or CHP Support Grant.

The Partner Country undertakes to respond within a reasonable period to any request for information from the CEB and to provide it with any documentation that the CEB should consider necessary and may reasonably request, for the proper implementation of (i) the Agreement and any Grant Agreement, particularly as concerns the monitoring of any sub-project under the Country Housing Project and the use of any Grant and (ii) the Agreement and any CHP Support Grant Agreement, particularly as concerns the use of any CHP Support Grant.

The Partner Country shall inform the CEB immediately of any legislative or regulatory change in the economic sector relevant to the Country Housing Project, and, in a general sense, of any event which may have a material adverse impact on the execution of its obligations under this Agreement and any Grant Agreement or any CHP Support Grant Agreement. Any event or the failure to inform the CEB thereof may give rise to the suspension, cancellation or immediate repayment of any Grant or any CHP Support Grant. Before such a claim is made, consultations shall be held between the Parties.

4.10.2. Progress Reports on sub-projects / CHP Support

Progress Reports: The Partner Country shall provide to the CEB regular information on the progress of the sub-projects and on the use of the CHP Support in the form of Progress Reports. The Grant Agreement shall set out in which frequency and when the Partner Country shall send to the CEB a Progress Report commencing from the signature of any Grant Agreement until the Completion Date of the entire sub-project under the Country Housing Project.

The CHP Support Grant Agreement shall set out in which frequency and when the Partner Country shall send to the CEB a Progress Report whereby the reporting frequency and dates under the CHP Support Grant Agreement/s shall be the same as the reporting frequency and dates under the Grant Agreement/s. On any reporting date the Partner Country shall provide to the CEB one collective Progress Report on (i) the progress of all the sub-projects under the Country Housing Project in respect of which Grant/s have been disbursed by that reporting date and (ii) the use of all the CHP Support that has been disbursed by that reporting date.

The Partner Country shall also send a Progress Report prior to any disbursement request. These Progress Reports must be deemed satisfactory by the CEB before any disbursements may be made.

Any Grant Agreement shall provide the template specifying the minimum information required by CEB for Progress Reports on sub-projects and any CHP Support Grant Agreement shall provide the template specifying the minimum information required by CEB for Progress Reports on CHP Support.

Completion Report: Any Grant Agreement shall contain an obligation on the Partner Country to present a Completion Report to CEB which shall include an overall assessment of the performance of the sub-project against objectives, as well as an assessment of the use of the Grant.

Any CHP Support Grant Agreement shall contain an obligation on the Partner Country to present a Completion Report to CEB which shall include an assessment of the use of the CHP Support Grant.

Any of these Completion Reports must be deemed satisfactory by the CEB.

4.10.3. Country Housing Project Final Report

Upon physical completion of the entire Country Housing Project, the Partner Country shall present a Final Report, for the avoidance of doubt, reporting on the entirety of all sub-projects under the Country Housing Project that received a Grant from the RHP Fund, to CEB containing an appraisal of the Country Housing Project's economic, financial, social and environmental effects. This Final Report must be deemed satisfactory by the CEB.

4.10.4. Monitoring missions

The Partner Country undertakes to favourably receive any monitoring missions carried out by employees of (i) the CEB and (ii) any of the Donors whose Contribution to the RHP Fund benefits the Republic of Croatia's Country Housing Project, in particular the European Union, or (iii) outside consultants hired by the CEB, and to provide all the necessary co-operation for their monitoring missions, by facilitating any possible visits to the site of the sub-project under the Country Housing Project.

4.10.5. Expenditure verification

The Partner Country undertakes to provide to the CEB, prior to the disbursement of the last Grant Tranche under any Grant Agreement, an expenditure verification report provided by an external auditor whereby such auditor shall have been chosen and such report shall have been prepared in accordance with the terms of reference set out in Appendix F to each Grant Agreement (each such report, an "Expenditure Verification Report") satisfactory to the CEB. Any Expenditure Verification Report shall be produced by an external auditor contracted by the Partner Country in compliance with CEB's Procurement Guidelines and subject to CEB's ex-ante approval.

4.10.6. Audit

Grants: The Partner Country undertakes to favourably receive any audit carried out by employees of (i) the CEB and (ii) any of the Donors whose Contribution to the RHP Fund benefits the Republic of Croatia's Country Housing Project, in particular the European Union, including its Court of Auditors,

or (iii) external auditors employed by the CEB, and to provide all the necessary co-operation for their audit, by facilitating any possible visits to the site of the sub-project under the Country Housing Project. In particular, the CEB and any of the Donors whose Contribution to the RHP Fund benefits the Republic of Croatia's Country Housing Project, in particular the European Union, including its Court of Auditors, the EU Anti-Fraud Office (OLAF), the European Commission and any other competent EU body, may have an on-site audit of the sub-project under the Country Housing Project carried out by one or more consultants of its choice, including in the case of default by the Partner Country in respect of any of its obligations under this Agreement.

CHP Support Grants: The Partner Country undertakes to favourably receive any audit carried out by employees of the CEB and the European Union, including its Court of Auditors, the EU Anti-Fraud Office (OLAF), the European Commission and any other competent EU body, or external auditors employed by the CEB, and to provide all the necessary co-operation for their audit.

4.10.7. Mid-term review and final evaluation of the Country Housing Project

The Partner Country undertakes to favourably receive any missions carried out by outside consultants hired by the CEB who, pursuant to paragraph 3.9 of the General Conditions, are mandated to carry out (i) a mid-term review of the Country Housing Project should the Assembly of Donors so decide at mid-term of the Country Housing Project and (ii) a final evaluation of the Country Housing Project's results at the completion of the Country Housing Project, whereby, for the avoidance of doubt, the entirety of all sub-projects under the Country Housing Project that received a Grant from the RHP Fund would be the subject of (i) a mid-term review and/or (ii) a final evaluation, as the case may be.

Article 5. Discharge of the Partner Country's obligations

With respect to any Grant upon:

- disbursement by CEB of the full Grant in accordance with the Grant Agreement; and
- full utilisation of the Grant, or eventual refund to the RHP Fund account of any balance remaining unspent on the Completion Date of any sub-project under the Country Housing Project; and
- presentation of a Completion Report on the relevant sub-project (as defined under the Grant Agreement) by the Partner Country to CEB and CEB's approval of such Completion Report in accordance with the Grant Agreement; and

With respect to the last Grant upon:

- presentation of (i) a Completion Report on the last sub-project (as defined under the last Grant Agreement) by the Partner Country to CEB and CEB's approval of such Completion Report in accordance with the last Grant Agreement and (ii) a Final Report on the entire Country Housing Project, for the avoidance of doubt, reporting on the entirety of all sub-projects under the Country Housing Project that received a Grant from the RHP Fund (as defined under the last Grant Agreement) by the Partner Country to CEB and CEB's approval of such Final Report in accordance with the last Grant Agreement,

the Partner Country shall be fully released from its obligations towards the CEB, with the exception of those set out in Article 4 under paragraphs 4.10.1, 4.10.4 and 4.10.6 above for the purposes of an evaluation of the Country Housing Project's results as set out in Article 4 under paragraph 4.10.7.

Article 6. Representations and warranties

The Partner Country represents and warrants:

- that it is authorised to enter into the Agreement and it has given the signatory(ies) the authorisation therefor, in accordance with the laws, decrees, regulations and other texts applicable to it;
- that the drawing up and execution of the Agreement does not contravene the laws, decrees, regulations and other texts applicable to it.

Article 7. Consequences of failure to comply

Grants: In the event of (i) failure to comply with the conditions for the use of the Grant set out in Article 2 above and/or (ii) any violation of the covenants set out in Article 4 under paragraphs 4.2, 4.3, 4.4 and 4.5 above, CEB reserves the right to suspend, cancel or request immediate repayment of the Grant. Before such a claim is made, consultations shall be held between the Parties.

Article 8. Relations with third parties

The Partner Country may not raise any fact relating, within the scope of the use of any Grant or CHP Support Grant to its relations with third parties in order to avoid fulfilling, either totally or partially, the obligations resulting from the Agreement and the Grant or the CHP Support Grant.

The CEB may not be involved in disputes which might arise between the Partner Country and third parties and the costs, whatever their nature, incurred by the CEB due to any claims, and in particular all legal or court costs, shall be at the expense of the Partner Country.

Article 9. Interpretation of the Agreement

The headings of the paragraphs, sections, and chapters of the Agreement shall not serve for its interpretation. In no case shall it be presumed that the CEB has tacitly waived any right granted to it by the Agreement.

With respect to any Grant or any CHP Support Grant, as the case may be, where there is a contradiction between any provision whatsoever of this Agreement, and any provision whatsoever of the Grant Agreement or the CHP Support Grant Agreement, as the case may be, the provision of the Grant Agreement or the CHP Support Grant Agreement, as the case may be, shall prevail.

Article 10. Amendments

This Agreement may be modified by written amendment entered into by CEB and the Partner Country.

Article 11. Dispute resolution

Any dispute arising out of or in connection with the Agreement, including its existence, validity, interpretation or termination shall be settled amicably between the Parties.

In default of amicable settlement, disputes between the Parties with respect to the Agreement in relation to any Grant or any CHP Support Grant, as the case may be, shall be subject to arbitration under the conditions laid down in Appendix 6 hereto.

For the purposes of Appendix 6, in the context of a Grant or a CHP Support Grant, as the case may be, the following terms shall be read as follows:

- "loans" shall be deleted and replaced by "Grants" or "CHP Support Grants", as the case may be;
- "loan agreement and, where applicable, the guarantee agreement" and "loan contract or the guarantee contract" shall be deleted and replaced by "Grant Agreement" or "CHP Support Grant Agreement", as the case may be; and
- "the borrower" and "the borrower or the guarantor (if any)" shall be deleted and replaced by "the Partner Country".

Article 12. Execution of an arbitration award

The contracting Parties agree not to take advantage of any privilege, immunity or legislation before any jurisdictional or other authority, whether domestic or international, in order to object to the enforcement of an award handed down under the conditions laid down in Appendix 6 hereto.

Article 13. Notices

Any notice or other communication to be given or made under this Agreement to CEB or the Partner Country shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand, airmail or facsimile by one Party to the other at such Party's address as specified below.

For the Partner Country:

State Office for Reconstruction and Housing
Radnička 22, 10 000 Zagreb
Croatia

Attention: Head of State Office

Fax: 00 385 1 6184-707

For the CEB:

Council of Europe Development Bank
55 avenue Kléber
75116 Paris, France

Attention: Directorate General for Loans and Social Development, Director RHP

Fax: +33.1.4755.3752

Email: ceb-RHP@coebank.org

All communications to be given or made, for the avoidance of doubt including all Progress Reports, all Completion Reports and the Final Report, shall be in English or French or, if in another language, shall be accompanied by an English or French certified translation thereof, when so required by the CEB.

Article 14. Entry into force

Following its signature by the CEB and the Partner Country the Agreement shall enter into force on the first day of the month following the date on which the Republic of Croatia has notified CEB on the completion of internal procedures necessary for that purpose.

This Agreement shall be provisionally applied from the date of signature.

Article 15. Originals of the Agreement

The Agreement is drawn up in two originals in English, each of which is equally valid.

One original is kept by each of the contracting Parties.

IN WITNESS WHEREOF, the undersigned duly authorised thereto, have signed this Agreement,

For the REPUBLIC OF CROATIA

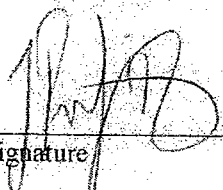
For the COUNCIL OF EUROPE
DEVELOPMENT BANK

Paris, 3 December 2013

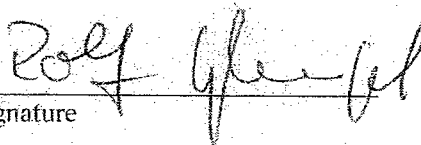
Paris, 3 December 2013

Place and date

Place and date



Signature



Signature

Name and title in block letters
Mr. Jakša PULJIZ
Ph.D., Deputy Minister of
Regional Development
and EU Funds

Name and title in block letters
Mr. Rolf WENZEL
Governor

Appendix 1: Description of the Country Housing Projects under the Regional Housing Programme¹

Joint Regional Programme on Durable Solutions for Refugees and Displaced Persons Country Housing Project of Bosnia and Herzegovina, Montenegro, Republic of Croatia and Republic of Serbia

As per the "Joint Regional Programme on Durable Solutions for Refugees and Displaced Persons – Framework Programme", which is an integral part of the Joint Ministerial Declaration signed on 7 November 2011, the RHP aims to benefit close to 74,000 people or 27,000 households and its cost is estimated to be approximately €584 million over a five-year period. The RHP shall comprise four Country Housing Projects, each of which shall be implemented by the relevant Partner Country in several sub-projects and in several phases. Further information on the CHPs, such as described in the "Joint Regional Programme on Durable Solutions for Refugees and Displaced Persons – Framework Programme", is provided in the tables below.

Table 1. Beneficiary population by category and country

Country	BIH		MONTENEGRO		CROATIA		SERBIA		TOTAL REGION	
	Households	Individuals	Households	Individuals	Households	Individuals	Households	Individuals	Households	Individuals
I	250	800	305	1,061	242	461	400	750	1,197	3,072
II	350	900	111	300	307	518	16,380	44,250	17,148	45,968
III	2,400	5,000	-	-	2,747	7,032	-	-	5,147	12,032
IV	-	-	-	-	245	518	-	-	245	518
V	2,400	7,300	-	-	-	-	-	-	2,400	7,300
VI	-	-	761	4,702	-	-	-	-	761	4,702
I-VI	5,400	14,000	1,177	6,063	3,541	8,529	16,780	45,000	26,898	73,592

*The RHP includes six categories of beneficiaries, namely:

- **CATEGORY I** includes all 1991-1995 refugees, regardless of their status, who are residents of collective centers or other forms of collective accommodations, either formal or informal ones.
- **CATEGORY II** includes all 1991-1995 vulnerable refugees, accommodated privately and all former occupancy right holders without a durable solution in their country of origin or reception country. For the purpose of the joint Programme, the vulnerability criteria applied by UNHCR in regional countries are also to be used here.
- **CATEGORY III** includes all vulnerable returnees to Bosnia and Herzegovina and Croatia and all vulnerable returnees who have already returned to Croatia but do not have a durable solution whether in the country of origin or in the reception country.
- **CATEGORY IV** applies to displaced persons accommodated in collective centers and private accommodations in Croatia.

¹

For the avoidance of doubt, the figures set out in the tables in this Appendix 1 are indicative only and there may be some variation with respect to them and the actual figures following the implementation of the RHP.

- **CATEGORY V** includes vulnerable displaced persons outside collective centers in Bosnia and Herzegovina.
- **CATEGORY VI** includes 1999 vulnerable displaced persons in Montenegro. This was especially agreed by the participating countries given that the joint Programme in other countries deals only with 1991-1995 refugees.

Table 2. Indicative implementation timeframe and indicative funding sources

Timeframe/ Country	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	Total		National Funds*		Donor Funds	
						000 EURO	Ratio	000 EURO	Ratio	000 EURO	Ratio
<i>BiH</i>	2%	49%	49%	-		101,043	17%	15,150	15%	85,893	85%
<i>Montenegro</i>	-	45%	34%	21%		27,696	5%	4,154	15%	23,542	85%
<i>Croatia</i>	33%	34%	33%	-		119,703	21%	29,926	25%	89,777	75%
<i>Serbia</i>	10%	26%	26%	25%	14%	335,220	57%	33,522	10%	301,698	90%
Total in 000 EURO	73,301	189,771	185,018	89,546	46,025	583,661	100%	82,752	14%	500,909	86%
Ratio	13%	33%	32%	15%	8%	100%					

*Country contributions consist of resources that each country shall provide towards completion of the project, including infrastructural equipped land, connection to primary and secondary infrastructure facilities, technical acceptance of construction, various permits, supervision of work, as well as certain financial contribution towards other activities from the project.



GENERAL CONDITIONS

OF THE

REGIONAL HOUSING PROGRAMME FUND

Dated: 24 September 2012

Table of Contents

1.	GENERAL PROVISIONS	4
1.1	Definitions	4
1.2	Purpose of the RHP Fund	6
1.3	Eligibility Criteria of Grant Requests	6
1.4	Application of General Conditions	8
2.	FUND RESOURCES	9
2.1	Fund Resources	9
2.2	Contributions	9
2.3	Payment of Contributions	9
2.4	Earmarking of Contributions	9
2.5	The Fund Manager's acknowledgment of Contributions	10
2.6	Separation of Resources.....	10
3.	GOVERNANCE AND ADMINISTRATION OF THE RHP FUND	10
3.1	General Principles of Governance	10
3.2	The Assembly of Donors	10
3.3	The Technical Committee.....	12
3.4	Management and Administration of the RHP Fund - Role of the Fund Manager	13
3.5	The Role of the RHP Secretariat.....	14
3.6	Management Fee.....	15
3.7	Remuneration of the Fund Account.....	15
3.8	Accounts and Audit	15
3.9	Policies and procedures applicable to the implementation of Grants approved for financing with the Fund Resources.....	16
3.10	Liability.....	17
3.11	Review	17
4.	TERMINATION	18
4.1	Termination of a Contribution Agreement	18
4.2	Termination of the RHP Fund	18
4.3	Disposal of the Resources on Termination of the RHP Fund	18
4.4	Disposal of Fund Resources on Termination of a Contribution Agreement.....	19
5.	COMMUNICATIONS AND NOTICES	19
6.	AMENDMENTS	20
7.	DISPUTE RESOLUTION	20
7.1	Disputes with members of CEB.....	20
7.2	Disputes with non-members of CEB	20
	ANNEX - FORM OF ADHERENCE AGREEMENT	21
	(ANNEX I TO THE ADHERENCE AGREEMENT)	24

**GENERAL CONDITIONS OF THE
REGIONAL HOUSING PROGRAMME FUND**

WHEREAS

- (A) The 'Joint Regional Programme on Durable Solutions for Refugees and Displaced Persons' (the "**Regional Housing Programme**" or the "**RHP**") is a joint initiative of Bosnia and Herzegovina, Republic of Croatia, Montenegro and Republic of Serbia (each a "**Partner Country**" and together the "**Partner Countries**").
- (B) The aim of this regional initiative, which is an integral part of the 'Sarajevo Process on refugees and displaced persons' initiated in 2005, re-launched in March 2010 at the Belgrade conference, and to which the Partner Countries have re-committed themselves with the November 2011 Belgrade Declaration, is to contribute towards resolving the protracted displacement situation of the most vulnerable refugees and displaced persons (DPs) following the 1991-1995 conflicts on the territory of former Yugoslavia, including internally displaced persons (IDPs) in Montenegro from 1999, by, inter alia, providing them with durable housing solutions.
- (C) The RHP aims to benefit close to 74,000 people or 27,000 households and its cost is estimated to be approximately €584 million over a five-year period. It will comprise four country housing projects, one in each Partner Country each of which will be implemented by the relevant Partner Country in several sub-projects and in several phases (each a "**Country Housing Project**" or a "**CHP**").
- (D) The regional initiative, as part of the overall 'Sarajevo process', is endorsed by the international community, including the European Union represented by the European Commission (the "**Commission**"), the United States of America ("**USA**"), the Council of Europe Development Bank ("**CEB**"), the United Nations High Commissioner for Refugees ("**UNHCR**") and the Organization for Security and Co-operation in Europe ("**OSCE**").
- (E) A donors' conference took place in Sarajevo on 24 April 2012 (the "**Donors' Conference**") where the Commission, the Governments of the USA, Germany, Italy, the Kingdom of Norway, the Swiss Federation, the Kingdom of Denmark, Turkey, Luxembourg, Cyprus, Czech Republic, Romania, Hungary, Slovak Republic and the former United Nations High Commissioner for Refugees, Ms. Sadako Ogata pledged contributions for the Regional Housing Programme in a total of EUR 261 million.
- (F) The CEB was established on 16 April 1956 by the adoption of its Articles of Agreement, as amended, (the "**Articles**") by the Committee of Ministers of the Council of Europe, the decision-making body of the Council of Europe and has its origins in a Partial Agreement originally entered into between eight Council of Europe member states. The CEB is governed by the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe of March 6, 1959 (the "**Protocol**"), by its Articles and by regulations issued pursuant to the Articles.
- (G) The CEB is empowered under Article VII Section 3 of the Articles to open and manage trust accounts and such accounts may receive contributions from CEB, members of the CEB and of the Council of Europe.

- (H) The participation of CEB to the RHP and the establishment of a fund named 'Regional Housing Programme Fund' (the "**RHP Fund**") were approved on 27 January 2012 by the CEB's Administrative Council by Resolution 1543(2012).
- (I) By Resolution 399 (2012) of its Governing Board of 30 March 2012 the CEB is authorised to receive voluntary contributions from non-member states of the CEB and international institutions in the framework of the Regional Housing Programme.
- (J) CEB's role in respect of the RHP shall be that of RHP Secretariat, Fund Manager and Finance Institution as further detailed herein.
- (K) CEB's management fee (as defined in Paragraph 3.6 below) has been determined so as to cover, together with the bilateral contributions the CEB receives from the Commission directly, the total of CEB's management costs in respect of the RHP until the termination date (as defined in Paragraph 4.2(a) below).

ACCORDINGLY, the CEB accepted to administer the RHP Fund, in accordance with these General Conditions.

1. GENERAL PROVISIONS

1.1 Definitions

In these General Conditions the following defined terms and expressions shall bear the following meaning, unless the context requires otherwise:

"Adherence Agreement" means the agreement to be entered into between each Donor and the Fund Manager, pursuant to which the parties to any such Adherence Agreement agree that the General Conditions shall govern the management of the RHP Fund;

"Assembly of Donors" means the Assembly of Donors described in Paragraph 3.2 of these General Conditions;

"CEB Procurement Guidelines" means the CEB's 'Guidelines for Procurement of supplies, works and services' as publically available on its website: www.coebank.org;

"CEB Public Information Policy" means CEB's Public Information Policy as publically available on its website: www.coebank.org;

"Contribution/s" means resources contributed to the RHP Fund, subject to the conclusion of a Contribution Agreement and governed by the terms set out therein and as described in Paragraph 2.2 of these General Conditions;

"Contribution Agreement" means the written understanding or agreement to be entered into between a Donor and the CEB, which will specify the amount committed by the Donor, the currency of such Contribution, the date(s) on which and the manner in which payments thereof will be made to the Fund Account and may contain such other administrative matters as may be required and are permitted by the General Conditions, and will be in the form attached to the Adherence Agreement;

"Donor/s" means any state and / or institution that has made a Contribution to the RHP Fund;

"Donor Group" means group of Donors whose Contributions taken together amount to €5,000,000 or in excess thereof;

“**Effective Date**” means the date on which the first Contribution has been received by the RHP Fund as confirmed by the CEB to the Donors who as at such date have entered into a Contribution Agreement.

“**Euro**”, “**€**”, “**euro**” and “**EUR**” each means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the Treaty on the Functioning of the European Union (TFEU);

“**Finance Institution**” means the CEB in its capacity as the finance institution where it (i) shall appraise Grant Requests and/or Loan Requests, (ii) shall disburse Grants to the Partner Countries, (iii) may provide Loans, subject to all CEB’s conditions for financing being met and (iv) shall monitor the implementation of sub-projects under the Country Housing Projects financed by either Grants and Loans or Grants;

“**Fund Account**” means the account/s and, to the extent applicable, the sub-account/s, opened and maintained by the Fund Manager in CEB’s books, to which Contributions will be transferred and out of which the Fund Manager shall disburse the Fund Resources, as required;

“**Fund Manager**” means the CEB in its capacity as fund manager as further described in Paragraph 3.4;

“**Fund Resources**” means the Contributions made to the RHP Fund and other amounts as described in Paragraph 2.1 of these General Conditions;

“**General Conditions**” means the general conditions of the RHP Fund set out herein;

“**Grant/s**” means any investment subsidy grant to be disbursed by the Finance Institution from the Fund Resources to the Partner Countries for any sub-project under the Country Housing Projects that fulfils the Eligibility Criteria set out in Paragraph 1.3 of these General Conditions upon the decision of the Assembly of Donors;

“**Grant Request**” means any Partner Country’s request for a Grant;

“**Grant Request Assessment Criteria**” means the grant request assessment criteria, as described in Paragraph 1.3(f) of these General Conditions;

“**Initial Contribution Minimum Amount**” means the minimum amount of €250,000 in respect of the initial Contribution by each Donor;

“**Loan**” means a loan to be disbursed upon the decision of the CEB by the CEB from its resources to such Partner Country for financing any sub-project under the Country Housing Projects;

“**Loan Request**” means any Partner Country’s request for a loan to be disbursed upon the decision of the CEB by the CEB from its resources to such Partner Country for financing any sub-project under the Country Housing Projects;

“**Project Implementation Unit**” or “**PIU**” means any unit which will implement sub-projects under any Country Housing Project;

“**Regional Coordination Forum**” means the regional coordination forum coordinating the RHP activities within the Partner Countries;

“**RHP Secretariat**” means the CEB in its capacity as RHP secretariat as described in Paragraph 3.5 of these General Conditions;

“**RHP Steering Committee**” means the RHP steering committee comprising the Partner Countries, UNHCR, OSCE, the Donors and the RHP Secretariat;

“**Subsequent Contribution Minimum Amount**” means the minimum amount of €250,000 in respect of each subsequent Contribution by each Donor;

“**Technical Committee**” means the technical committee, as described in Paragraph 3.3 of these General Conditions;

“**U.S. dollars**”, “**S**” or “**USD**” are references to United States dollars.

1.2 Purpose of the RHP Fund

- (a) The purpose of the RHP Fund is to allocate Fund Resources within the framework of the Regional Housing Programme as follows:
 - (i) for providing support in the form of Grants;
 - (ii) for such other activities as the Assembly of Donors may approve, from time to time, on recommendation of the Technical Committee,
- (b) Grant Requests will be made by each Partner Country via the RHP Secretariat and subject to assessment by the Technical Committee after pre-assessment by the Finance Institution. The allocation of Fund Resources for financing such sub-projects under the Country Housing Projects will be subject to a decision to that effect, taken by the Assembly of Donors in accordance with the decision-making procedure set out in Paragraph 3.2(g).
- (c) The Fund Resources will also be used to pay (i) the Management Fee in accordance with Paragraph 3.5, (ii) the costs of the audit of the financial statements of the RHP Fund in accordance with Paragraph 3.8(b) and costs of recovery in accordance with Paragraph 3.4(c) of these General Conditions.

1.3 Eligibility Criteria of Grant Requests

To be eligible for the support by the RHP Fund, Grant Requests shall comply with the following eligibility criteria (the “**Eligibility Criteria**”):

- (a) *Geographical coverage*: The sub-projects under any of the Country Housing Projects must be implemented on the territory of the Partner Countries.
- (b) *Eligible beneficiaries*: The sub-projects under any of the Country Housing Projects must benefit vulnerable refugees and/or displaced persons, including internally displaced persons (IDPs) in Montenegro from 1999, within Partner Countries who fit one of the following six categories (the “**Eligible Beneficiaries**”):
 - (i) Category I: All 1991-1995 refugees, regardless of their status, who are residents of collective centres or other forms of collective accommodations, either formal or informal.

- (ii) Category II: All 1991-1995 vulnerable refugees accommodated privately and all former occupancy right holders without a durable solution in their country of origin or reception country. For the purpose of the Regional Housing Programme, the vulnerability criteria applied by UNHCR in countries in the region are also to be applied here.
 - (iii) Category III: All vulnerable returnees to Bosnia and Herzegovina and Croatia and all vulnerable returnees who have already returned to Croatia but who do not have a durable solution either in the country of origin or in the reception country.
 - (iv) Category IV: Displaced persons accommodated in collective centres and private accommodations in Croatia.
 - (v) Category V: Vulnerable displaced persons outside collective centres in Bosnia and Herzegovina.
 - (vi) Category VI: Vulnerable persons displaced in Montenegro in 1999. This was especially agreed by the participating countries given that the Regional Housing Programme in other countries deals only with 1991-1995 refugees.
- (c) *Eligible housing solutions:* The sub-projects under any of the Country Housing Projects must provide the Eligible Beneficiaries with a durable housing solution. The housing solutions to be provided include:
- (i) Provision of flats and houses through building, reconstruction, renovation or purchase;
 - (ii) Provision of construction materials;
 - (iii) Accommodation in social welfare institutions.

Refugees and displaced persons will be provided with the choice of either: voluntary return and reintegration in their place of origin, or integration in their place of current residence.

- (d) *Eligible costs:* The following represents a non-exhaustive list of cost elements of the sub-projects which are eligible:
- (i) the cost of surveys or studies (technical, economic or commercial, engineering) as well as the cost of technical supervision of the sub-projects;
 - (ii) the preparation of the land;
 - (iii) the construction/renovation/modernization or purchase of buildings or provision of building material directly linked to a sub-project;
 - (iv) the installation of basic infrastructure such as sewerage, water supply, electricity and telecommunications networks, waste disposal and waste water treatment, roads, etc.;
 - (v) the purchase of materials and equipment;
 - (vi) contingencies for unanticipated costs (technical and/or price increases) in respect of possible changes in the quantity of work required, in the type and

quantity of equipment to be purchased or in the method of carrying out the sub-project which may represent up to 10 per cent of the total cost of the sub-project.

- (e) *Non-eligible costs*: The following represents a non-exhaustive list of cost elements of the sub-projects which are not eligible:
 - (i) the acquisition of land;
 - (ii) financial costs of investments (payment of debts, refinancing, interest charges etc.);
 - (iii) value added tax paid in the EU Member States or in the Partner Countries; and
 - (iv) any other costs which are not eligible under CEB's policy for loans and project financing.
- (f) *Grant request assessment criteria*: Specific technical information on each sub-project shall be further detailed in the relevant Grant Request based on and in compliance with the grant request assessment criteria to be prepared by the Technical Committee in consultation with the Partner Countries and approved by the Assembly of Donors (the "**Grant Request Assessment Criteria**").
- (g) *Blending Grants and own resources*: The Fund Resources are intended to be used within the framework of the Regional Housing Programme to support sub-projects co-financed by the Partner Countries. The relevant Partner Country shall allocate to its sub-project its own financial and/or in-kind contribution in an amount at least equal to the corresponding own contribution specified in the "Budget" set out in Annex 2 to the "Joint Regional Programme on Durable Solutions for Refugees and Displaced Persons". For the avoidance of doubt, Grant Requests shall be approved, only if the available funding covers the cost of the relevant sub-project.

1.4 Application of General Conditions

- (a) As and from the Effective Date, the operation of the RHP Fund and the Fund Resources will be governed by, and such Fund Resources will be received, administered, used and disposed of in accordance with these General Conditions. The General Conditions may be supplemented by Procedures and Implementing Guidelines to be adopted by the Assembly of Donors in agreement with the Fund Manager. Without prejudice to the foregoing, where discrepancies or conflicts are identified between or among the provisions of the General Conditions and the provisions of any supplementary Procedures and/or Implementing Guidelines, adopted by the Assembly of Donors, the General Conditions will prevail.
- (b) Each Donor will conclude with the Fund Manager an Adherence Agreement at the time when it makes its first Contribution to the RHP Fund. The conclusion of the Adherence Agreement will be a prerequisite for making a Contribution to the RHP Fund and participation in the RHP Fund. By adhering to the General Conditions each Donor agrees to participate in the Assembly of Donors according to the provisions set out herein.

2. FUND RESOURCES

2.1 Fund Resources

The Fund Resources will consist of:

- (a) Contributions made by Donors pursuant to Paragraphs 2.2 and 2.3 below;
- (b) interest accrued on the Fund Resources in accordance with Paragraph 3.7; and
- (c) amounts recovered under proceedings taken pursuant to Paragraph 3.4(c) below.

2.2 Contributions

- (a) Subject to the provisions of Paragraphs 1.4(b) above and 2.2(b) below, any Donor may make a Contribution to the RHP Fund by entering into a Contribution Agreement. By entering into a Contribution Agreement the relevant Donor irrevocably undertakes to make the Contribution described therein available on the relevant date/s specified therein in accordance with Paragraph 2.3 below.
- (b) The minimum amount of the initial Contributions by each Donor will be €250,000 (the “**Initial Contribution Minimum Amount**”) and each subsequent Contribution will be made in an amount of at least €250,000 (the “**Subsequent Contribution Minimum Amount**”).
- (c) A Donor may, at any time, increase the amount of its Contribution. The provisions of the General Conditions relating to the Contribution will apply equally to any additional amounts so contributed.

2.3 Payment of Contributions

- (a) Each Contribution will be in Euro or U.S. dollars and will be transferred to the Fund Account within three months following the signing of the relevant Contribution Agreement at the latest. Payments may be made (i) as a single instalment, or (ii) where the Contributions are of €5,000,000 or in excess thereof in several instalments with a maximum of two per calendar year, whereby the first instalment is payable within three months following the signing of the relevant Contribution Agreement as set out in the relevant Contribution Agreement.
- (b) All payments made in U.S. dollars will be converted upon receipt into Euro by the Fund Manager and the amount of Euro so received will be deemed to be the amount of the relevant Contribution.

2.4 Earmarking of Contributions

Un-earmarked Contributions to the RHP Fund (covering all four Country Housing Projects) are preferred. However, a Donor may earmark its Contribution for a specific Country Housing Project or specific Country Housing Projects, by specifying the earmarking in the Contribution Agreement.

2.5 The Fund Manager's acknowledgment of Contributions

First Contribution: Following receipt of the first Contribution in the Fund Account, the Fund Manager shall issue to each Donor who at such date has entered into a Contribution Agreement a statement including (a) details of such first Contribution and (b) a confirmation of the commencement of the RHP Fund's activities specifying the Effective Date.

Further Contributions: Following receipt of any further signed Contribution Agreement, the Fund Manager shall issue to each Donor a statement including details of such Contribution.

On the occasion of each Assembly of Donors, the Fund Manager shall issue a table showing the aggregate Contributions effectively received from each Donor and the voting rights thus acquired in the Assembly of Donors (see Paragraph 3.2(g)).

2.6 Separation of Resources

- (a) The Fund Resources will at all times and in all respects be kept in a separate Fund Account.
- (b) Under no circumstances will the resources of the CEB be charged with, or used to discharge, losses or liabilities arising out of the operations or other activities of the RHP Fund.
- (c) In the operation and other activities of the RHP Fund, the liability of the CEB shall be limited to the Fund Resources which are at the disposal of the CEB.

3. GOVERNANCE AND ADMINISTRATION OF THE RHP FUND

3.1 General Principles of Governance

The RHP Fund has no separate legal personality and thus will be managed by the Fund Manager on behalf of the Donors in accordance with these General Conditions and under the supervision of the Assembly of Donors and the RHP Steering Committee.

The Assembly of Donors is the governing body of the RHP Fund and, in particular, decides on the use and allocation of the Fund Resources.

The RHP Steering Committee is the high coordinating body of the RHP.

The role and the functioning of the RHP Steering Committee is described in the Rules of Procedure of the RHP Steering Committee which will be endorsed by the participants to the RHP Steering Committee prior to the RHP Steering Committee's first meeting.

3.2 The Assembly of Donors

- (a) The Assembly of Donors of the RHP Fund will be composed of the following:
 - (i) one (1) representative of each Donor;
 - (ii) the Fund Manager having a non-voting status,and it will be co-chaired by the Commission on a permanent basis (the "Chair of the Assembly of Donors") and another Donor on an annual rotation basis being, at any

given time, the same Donor who will act as co-chair of the RHP Steering Committee (the “Co-Chair of the Assembly of Donors”).

- (b) The Assembly of Donors of the RHP Fund will:
 - (i) approve Grants in accordance with the decision making procedure described in Paragraph 3.2(g) below.
 - (ii) monitor the payment of the committed Contributions to the RHP Fund, having regard to implementation of Country Housing Projects to be supported with Fund Resources;
 - (iii) decide on measures to be taken, pursuant to Paragraph 3.2(i) below;
 - (iv) approve the annual financial statements of the RHP Fund;
 - (v) monitor financial flows of the RHP Fund, including upon the cancellation of any Contribution Agreement and/or the winding up of the RHP Fund;
 - (vi) take decisions pursuant to Paragraph 3.2(j) below; and
 - (vii) on an exceptional basis, approve the use of Fund Resources by the Finance Institution for such other activities as the Assembly of Donors may decide within the framework of the Regional Housing Programme in accordance with the decision making procedure described in Paragraph 3.2(g) below.
- (c) Subject to Paragraph 2.2(b), each Donor will have the right to be represented in the Assembly of Donors of the RHP Fund, to participate in their meetings provided that such Donor has, on the date of the meeting of the Assembly of Donors of the RHP Fund, met its obligations under its Contribution Agreement(s).
- (d) Each Donor’s representative to the Assembly of Donors of the RHP Fund will be at the service of such Donor without remuneration from the RHP Fund. Each representative may be accompanied by up to one (1) advisory staff while the Chair of the Assembly of Donors and the Co-Chair of the Assembly of Donors may be accompanied by up to two (2) advisory staff each also without remuneration from the RHP Fund. The same representative of each Donor to the Assembly of Donors of the RHP Fund will act as its representative to the RHP Steering Committee. Participants to the Assembly of Donors of the RHP Fund will cover their own costs of participation. An individual may at the same time serve as representative of more than one Donor in the Assembly of Donors of the RHP Fund if such Donors will have so agreed and notified the Fund Manager, in writing and in advance of the meeting.
- (e) The Assembly of Donors of the RHP Fund will meet a minimum of two (2) times per year, except for in the first and last year of the operation of the RHP Fund where the Assembly of Donors will meet a minimum of one (1) time per year, to perform the activities set out in Paragraph 3.2(b).
- (f) In addition, the Assembly of Donors of the RHP Fund may hold special meetings to review the implementation of the RHP Fund. Such meetings of the Assembly of Donors may be called by the Chair of the Assembly of Donors, at the request of CEB or of the Donors, which account for not less than one-third of the aggregate amount

of all paid in Contributions to the RHP Fund at the date on which such request will have been made to the CEB.

- (g) As and when required, the Assembly of Donors will endeavour to take decisions by consensus of all Donors present at the meeting when the relevant decision is taken.

Where consensus cannot be reached, such decision will be taken by the Assembly of Donors by vote. *Quorum*: The quorum is established at the start of each Assembly of Donors meeting. The Assembly of Donors shall be quorate if the Donors in attendance (A) account for at least one fourth of the Donors who have delivered a Contribution Agreement to the Fund Manager and (B) represent at least 2/3 of the total amount of the paid-in Contributions at the time of the meeting. *Voting Rules*: A decision will be adopted if a majority of not less than 2/3 of the Donors voting, vote in favour of such a decision, provided that the total amount of all paid-in Contributions to the RHP Fund by the Donors voting in favour of a decision represents not less than 2/3 of the total amount of the paid-in Contributions.

- (h) *Written Procedure*: On an exceptional basis, for any urgent business concerning the RHP Fund, the Assembly of Donors may take decisions, in accordance with the decision-making procedure described in Paragraph 3.2(g) above, on the basis of written resolutions, in the absence of a meeting.

Such a resolution will be approved if all Donors entitled to participate in the decision-making process, confirm their agreement with the written resolution. If a Donor does not submit its response with respect to the written resolution within the timeframe provided for this purpose, its vote will be counted in favour of the written resolution. A minimum of fifteen (15) calendar days will be given for each request for response.

If one or more Donors reject the proposal within fifteen (15) calendar days following receipt of the written request for a decision accompanied by relevant supporting documents, such rejection to be made in writing addressed to the Chair of the Assembly of Donors and the Fund Manager, the Chair of the Assembly of Donors shall upon receipt of such a rejection call for a meeting of the Assembly of Donors to discuss the relevant resolution.

- (i) If failure by a Donor to meet its obligations under its Contribution Agreement will, in the judgement of the Fund Manager, materially interfere with or prejudice the operations of the RHP Fund, in whole or in part, the Fund Manager may request that the Chair of the preceding Assembly of Donors call a special meeting of the Assembly of Donors to consider the taking of appropriate measures.
- (j) Subject to the provisions of Paragraph 3.2(g), the Assembly of Donors of the RHP Fund may decide on its own rules of procedure and guidelines. Such rules of procedure and guidelines will be in line with the General Conditions.

3.3 The Technical Committee

- (a) The Technical Committee will consist of one (1) representative of the following:
- (i) the Commission;
 - (ii) each Donor who has made one or more Contributions totalling €5,000,000 or in excess thereof;
 - (iii) each Donor Group; and
 - (iv) RHP Secretariat.

and it will be chaired by the RHP Secretariat (the “**Chair of the Technical Committee**”).

- (b) The Technical Committee will:
 - (i) prepare the Grant Request Assessment Criteria;
 - (ii) screen and assess Grant Requests;
 - (iii) submit Grant Requests for approval to the Assembly of Donors; and
 - (iv) discuss implementation related issues based on information provided by RHP Secretariat, including the progress of the Programme.
- (c) Except for the RHP Secretariat, each member’s representative to the Technical Committee will be at the service of such member without remuneration from the RHP/RHP Fund. Each representative may be accompanied by advisory staff also without remuneration from the RHP/RHP Fund. Participants to the Technical Committee will cover their own costs of participation. An individual may at the same time serve as representative of more than one member in the Technical Committee if such members will have so agreed and notified the RHP Secretariat, in writing and in advance of the meeting.
- (d) The Technical Committee will meet a minimum of two (2) times per year, except for in the first and last year of the operation of the RHP Fund where the Technical Committee will meet a minimum of one (1) time per year, to perform the activities set out in Paragraph 3.3(b). The meetings will be called by the Chair of the Technical Committee. The meetings will be held in the headquarters of the CEB in Paris. The RHP Secretariat shall draft the agenda for these meetings and distribute it to the members of the Technical Committee no later than one week prior the scheduled date of the meeting.
- (e) The Technical Committee, in consultation with the Chair of the Technical Committee, may invite representatives of governments, other institutions and entities to attend specific agenda items of meetings of the Technical Committee as observers.

3.4 Management and Administration of the RHP Fund - Role of the Fund Manager

- (a) The Fund Manager will manage the RHP Fund in accordance with these General Conditions. In particular, it will fulfil its role as follows, it will:
 - (i) open and maintain the Fund Account for the RHP Fund in which it will record the receipt of Contributions, the disbursement of the Fund Resources, all remuneration received and payment of the Management Fee in accordance with Paragraph 3.6 and all other operations affecting the Fund Resources;
 - (ii) prepare the annual financial statements of the RHP Fund and report on the activities financed with the Fund Resources for review and approval by the Assembly of Donors;
 - (iii) liaise with the Donors, to the extent necessary to fulfil its managerial role with respect to all issues related to the Assembly of Donors, including maintaining the records of contributions, voting rights and grants;

- (f) ensure that in relevant CEB publications, communications with recipient Partner Countries, other entities and the media, appropriate visibility is given to the RHP Fund and its Donors, save that, when developing and implementing such visibility measures, the RHP Secretariat, as informed by the Fund Manager, will take due account of the relative size of the Contributions to the RHP Fund made by each Donor;
- (g) in the context of the RHP prepare the meetings of and provide support to the Regional Coordination Forum as further detailed in the Regional Coordination Forum's terms of reference;
- (h) in the context of the RHP co-chair the Regional Coordination Forum as further detailed in the Regional Coordination Forum's terms of reference; and
- (i) any other tasks deemed necessary by the RHP Steering Committee and/or the Technical Committee and/or the Assembly of Donors to achieve efficient implementation of the Regional Housing Programme.

3.6 Management Fee

In order to defray the costs to the CEB in its capacity as Fund Manager and RHP Secretariat as well as all ancillary costs for the management and administrative support of the RHP Fund and the RHP, the CEB will receive a management fee, corresponding to 2.5 per cent. of the total amount of Contributions paid into the RHP Fund (the "Management Fee"). The Management Fee will be payable to the CEB out of each Contribution upon its transfer to the Fund Account.

Given that any costs CEB incurs prior to 1 January 2013 in respect of the management and administrative support of the RHP Fund and the RHP will be funded by bilateral contributions to the CEB from the Commission, only costs incurred by CEB in its capacity as Fund Manager and RHP Secretariat from 1 January 2013 will be funded by the Management Fee.

The Management Fee may be reviewed pursuant to the Paragraph 3.11 herein below.

3.7 Remuneration of the Fund Account

The Fund Manager shall pay interest to the Fund Account on the daily outstanding credit balances. Such interest is calculated on the basis of the monthly average of the Euro Overnight Index Average (EONIA) defined as the reference rate calculated by the European Central Bank and published on Reuters page "EONIA" minus 30 basis points (-0.30%). For non-business days the reference EONIA rate of the preceding working business day shall apply. The interest amount is calculated on an actual/360 day-count-fraction. Interest is credited at the end of each month as the sole remuneration.

In case of negative interest resulting from the remuneration formula stated above, Fund Resources will decrease accordingly.

3.8 Accounts and Audit

- (a) The Fund Manager will maintain the accounts of the RHP Fund in Euro in accordance with the same accounting principles it follows in respect of its other fiduciary accounts.

- (b) The financial statements of the RHP Fund will be audited on an annual basis before the end of June of the following year by CEB's external auditors in a manner consistent with that applied to CEB's resources. The costs of the audit will be paid from the Fund Resources.
- (c) The fiscal year of the RHP Fund will be the calendar year. Unless otherwise agreed with the Assembly of Donors, the first fiscal period of the RHP Fund will end on 31 December immediately following the Effective Date.

3.9 Policies and procedures applicable to the implementation of Grants approved for financing with the Fund Resources

Grants approved by the Assembly of Donors for financing from the Fund Resources will be implemented and monitored in accordance with the applicable policies and procedures of the Finance Institution. This includes the procurement of goods, works and services, including consulting services, necessary for the implementation of the CHPs and financed with the Fund Resources.

Partner Countries will carry out procurement in accordance with CEB Procurement Guidelines.

Procurement under each CHP shall comply with the principles of transparency, proportionality, sound financial management, equal treatment and non-discrimination, lack of conflicts of interests and respect of internationally accepted standards.

The contracting authorities of the Partner Countries shall in particular guarantee that non-discrimination is ensured among tenderers in all stages of the public procurement procedure and regarding in particular circumstances which might lead to locational, material or personal discrimination of tenderers, or discrimination originating from the classification of activities performed by the tenderer.

CEB will ensure that partner countries set up systems that will allow them to provide reasonable assurance of the respect of the above mentioned principles. In particular CEB will carry out regular checks throughout the procurement cycle, ranging from pre-reviews (ex-ante) with the issuance of no-objection, to post-reviews (ex-post). These verifications will entail both desk reviews and field missions. CEB will establish specific circuits for the approval of procurement plans and of all steps of procurement procedures.

CEB will require the Partner Countries to set up systems which will guarantee an adequate control environment and ensure that their contracting authorities carry out public procurement in such a manner that it guarantees economic, effective and efficient use of the financing provided by the RHP Fund and successfully attains the goals of the RHP

Monitoring and evaluation: With respect to monitoring and evaluation of the CHPs, CEB will perform both regular desk reviews and field visits in line with CEB's policy for loans and project financing. On-site monitoring missions will be carried out jointly with Donors upon request.

The RHP monitoring and evaluation framework will be based on a two-tier structure:

- (a) Internal monitoring will be carried out by:
 - (i) the UNHCR and the OSCE who will monitor beneficiary-related issues and the CEB who will supervise overall implementation of the CHPs;

- (ii) consultants, who will be deployed on short- or long-term missions to provide support to the project implementation units (the "PIUs") and / or address specific issues;
 - (iii) the four (4) PIUs, who will be in charge of implementing the Country Housing Projects in accordance with best practices.
- (b) External monitoring will be carried out by:
- (i) independent auditors, who will conduct regular audits;
 - (ii) specialised consultants and/or institutions, who will provide independent evaluation of CHPs' outcomes.

Monitoring and evaluation outcomes and reports will also be outlined with agreed key development impact indicators (baseline data and targets for each country), to be provided periodically during the whole implementation period and at the project completion.

An independent evaluation of the results will take place at the completion of each CHP. A mid-term review, the timing and scope of which are to be decided by the Assembly of Donors, may be carried out.

3.10 Liability

No Donor will assume liability in respect of (i) any third party claims for damages arising out of the implementation of sub-project financed from the Fund Resources, or (ii) any damage or injury sustained by the staff or property of CEB arising out of the management and/or administration of the RHP Fund.

3.11 Review

The Fund Manager may, *inter alia*, at any time, add as an item on the agenda of a meeting of the Assembly of Donors a review regarding:

- (a) the amount of the Management Fee being paid by the Donors, with a view of adjusting such amount, if required, taking into account:
 - (i) the actual costs for management and administration of the RHP Fund, incurred by the Fund Manager and the RHP Secretariat for the period from the Effective Date until the date of the review, and the total value of all Contributions made for the same period; and/or
 - (ii) the actual duration of the RHP following a possible extension of the termination date (as defined in Paragraph 4.2(a) below); and/or
 - (iii) the actual Contributions to the extent that they exceed the amounts pledged at the Donors' Conference; and/or
- (b) changes required to the governance of the RHP Fund, if any; and/or
- (c) the total value of all Contributions made to the RHP Fund for the period from the Effective Date until the date of the review.

Any decisions taken by the Assembly of Donors shall be taken in accordance with the decision-making procedure, described in Paragraph 3.2(g) of these General Conditions. If such decisions are inconsistent with, or in any other way necessitate changes to, the terms of these General Conditions, then the decisions and the resulting changes to the General

Conditions shall only become effective upon the entry into force of a formal amendment to the General Conditions, executed pursuant to the provisions of Clause 6 herein below.

4. TERMINATION

4.1 Termination of a Contribution Agreement

- (a) Subject to Paragraph 4.1(b) and Paragraph 4.4 below, each Donor may at any time terminate its Contribution Agreement upon sixty (60) days prior written notice.
- (b) As from the effective date of termination of a Contribution Agreement, the relevant Donor will have no rights or obligations in respect of the RHP Fund except those set forth in this Clause 4. The Donor will be relieved of any liability to pay to the RHP Fund any amounts of its Contribution under the relevant Contribution Agreement, not yet fully committed. "Fully committed" means commitments in respect of sub-projects, approved by the Assembly of Donors regardless of whether a transfer from the Fund Account has been made by the CEB.

4.2 Termination of the RHP Fund

- (a) The RHP Fund will remain active until 30 June 2018 (the "Termination Date"), subject to extension upon the Assembly of Donors' approval following the Fund Manager's request based on a request from the RHP Secretariat. If not all of the Fund Resources have been disbursed by the Termination Date, the Fund Manager will make a final re-distribution of the Fund Resources to all Donors on the Termination Date.
- (b) Notwithstanding Paragraph 4.2(a) above and subject to Paragraph 4.3 below, the RHP Fund may be terminated at any time by a decision of the Assembly of Donors, taken with the unanimous consent of Donors, and the agreement of the Fund Manager.
- (c) The RHP Fund will terminate automatically upon termination by CEB of its operations pursuant to Article XV of the Articles.
- (d) The Fund Manager may cease to perform the functions conferred upon it pursuant to these General Conditions upon six (6) months' notice to the Assembly of Donors, given following consultation with the RHP Steering Committee.

4.3 Disposal of the Resources on Termination of the RHP Fund

Upon termination of the RHP Fund, the following provisions will apply with respect to the disposal of the Fund Resources:

- (a) CEB will immediately cease all activities relating to such Fund Resources, except those incidental to the orderly realisation, conservation and preservation of such Fund Resources and the settlement of the direct or contingent obligations to which they may be subject.
- (b) Subject to Paragraph 4.3(c) below, CEB will distribute the total net assets of the RHP Fund (as shown in the books of the CEB as of the date of termination) among the Donors in proportion to the amounts respectively contributed to the RHP Fund. Such distribution will be effected at such times and in such currencies and types of assets as CEB determines, and as approved by the Assembly of Donors. For the avoidance

(any such Contribution to be made by way of a Contribution Agreement, substantially in the form of the Annex I hereto), as if incorporated therein in full.

2. Contributions

The Donor confirms its commitment to contribute to the RHP Fund, for the purposes of which it shall enter into a Contribution Agreement with the CEB in the form of the Annex I hereto.

3. Notices

All matters relating to the RHP Fund shall be addressed, as and when required, to the following representatives of the Parties, as appropriate:

For the Donor:

[NAME]
[TITLE]
[NAME OF COUNTRY/ENTITY]
[ADDRESS]

Tel: [●]
Fax: [●]
Email: [●]

For the Fund Manager:

Director of the Central Directorate for Studies
and International Relations
Council of Europe Development Bank
55, avenue Kléber
75116 Paris, France

Tel: +331 47 55 71 51
Fax: +331 47 55 71 55
Email: CEB-donor-relations@coebank.org

4. General

- (a) All capitalised terms used herein have the meaning attributed to them in the General Conditions as in force at the time of entry into force of this Adherence Agreement.
- (b) Any disputes arising out of or in connection with this Adherence Agreement shall be resolved in accordance with the terms of Clause 7 (Dispute Resolution) of the General Conditions.
- (c) This Adherence Agreement shall enter into force on upon signature by both Parties.

Signed in the English language, in two originals, one for each of the Parties,

For the [DONOR'S NAME]

Name:

Title:

Date:

For the Council of Europe Development Bank

Name:

Title:

Date:

(Annex I to the Adherence Agreement)

**FORM OF CONTRIBUTION AGREEMENT
with respect to the Regional Housing Programme Fund**

[LETTERHEAD OF DONOR]

Director of the Central Directorate for Studies and International Relations
Council of Europe Development Bank
55, avenue Kléber
75116 Paris
France

Date:

Dear Mr [],

I refer to the Adherence Agreement in respect to the Regional Housing Programme Fund (the "RHP Fund") between [NAME OF COUNTRY/ENTITY] (the "Donor") and the Council of Europe Development Bank, in force as of [date].

[NOTE (to be deleted): if the Contribution Agreement pertains to an increase of Contribution, the following reference should also be made here, separated by a comma from the reference to the Adherence Agreement: "our Contribution Agreement(s) dated [...], [...] and [...]."]

I am pleased to inform you that [NAME OF COUNTRY/ENTITY] wishes to [make a Contribution] OR [increase its Contribution] to the RHP Fund [in] OR [with] the aggregate amount of [AMOUNT] [Euro][U.S. dollars].

The Contribution will be paid in cash, in [Euro] [U.S. dollars]
[in one instalment on [DATE]]* OR
[in [X] instalments, with the first one of [AMOUNT] on [DATE], the second one of [AMOUNT] on [DATE] etc.]* OR
[in [X] instalments, of [AMOUNT] each on [DATES/PERIOD, E.G. QUARTERLY ON...]]* OR
[in several instalments, with the first one of [AMOUNT] on [DATE] and the amount/s and payment date/s of all subsequent instalments to be notified by the Donor to the Fund Manager as soon as possible in advance of making the payment and no later than [two weeks] in advance of making the payment]* (the "Payment Date/s").

**DELETE THE OPTION WHICH DOES NOT APPLY.*

The Donor will notify the Fund Manager two business days prior the [relevant] Payment Date that its Contribution will be made with value date on the Payment Date. Such notice shall be made by email and shall be addressed to the Fund Manager:

Director of the Central Directorate for Studies and International Relations
Council of Europe Development Bank
55, avenue Kléber

75116 Paris, France

Tel: +331 47 55 71 51

Fax: +331 47 55 71 55

Email: CEB-donor-relationships@coebank.org

[The Contribution will be deposited into the Fund Account via the Euro account opened in the name of the Council of Europe Development Bank:

SWIFT code CEFP FR PP

IBAN DE44500700100928738400

BIC code DEUTDEFF

with DEUTSCHE BANK AG FRANKFURT

Taunusanlange 12,

60325 Frankfurt am Main

with indication for further credit in EUR on the "RHP Fund Account".] *OR*

[The Contribution will be deposited into the Fund Account via the U.S. dollar account opened in the name of the Council of Europe Development Bank:

SWIFT code CEFP FR PP

Account number 04405734

BIC code BKTRUS33

with DEUTSCHE BANK TRUST COMPANY AMERICAS NEW YORK

60 Wall Street

New York NY 10005

with indication for further credit in EUR on the "RHP Fund Account".]

The Contribution is made without earmarking for a specific Country Housing Project. *OR* [The Contribution is earmarked for the/ following Country Housing Project/s in *[NAME OF PARTNER COUNTRY/COUNTRIES]*].

I confirm that the terms used herein have the meaning attributed to them in the General Conditions of the RHP Fund (the "**General Conditions**"). *[NAME OF COUNTRY/ENTITY]* acknowledges that this Contribution Agreement is subject to and incorporates by reference the terms and conditions of the General Conditions in full.

Sincerely yours,

Name:

Title:

Date:

Appendix 3: Outline of Implementing Structure verification criteria

1. Implementing Structure verification process

The Implementing Structure verification process aims at providing a reasonable assurance to CEB, and ultimately to the Donors, that the Country Housing Project is being implemented respecting the principles of legality and regularity. The Implementing Structure must guarantee economic, effective and efficient use of the funds provided by the RHP Fund in compliance with the General Conditions and all rules and regulations applicable by virtue of this Framework Agreement.

Accordingly, prior to the disbursement of the first Grant Tranche under the Grant Agreement to be entered into with respect to the first sub-project under the Country Housing Project, CEB shall carry out a verification of the Implementing Structure in charge of implementing the Country Housing Project. This verification shall review the Implementing Structure's systems, policies and operational procedures as well as its staff competencies.

After the first verification, CEB reserves the right to carry out further verifications should it be deemed necessary. In case of a negative assessment, CEB may not disburse any Grant Tranche or any CHP Support Grant Tranche until corrective action satisfactory to the CEB has been taken by the Implementing Structure.

2. Implementing Structure verification criteria

The main Implementing Structure verification criteria are outlined below:

C1 – Implementing Structure legal set up

The Implementing Structure should work within a clearly defined legal framework.

C2 – Implementing Structure's organization and functional competencies

The Implementing Structure should have the necessary competencies relevant to implementation and management of sub-projects under the Country Housing Project throughout the entire project cycle, including in the fields of project management, technical/engineering, environmental, procurement, accounting and finance, social and economic.

C3 – Implementing Structure project implementation capacity

The Implementing Structure should be adequately staffed and equipped based on a workload analysis, which shall be provided in the context of the Feasibility Report. The Implementing Structure should ensure appropriate resource planning and identify all steps needed to deliver set objectives.

C4 – Implementing Structure control environment

The Implementing Structure should have systems that guarantee an adequate control environment and ensure that there is sufficient assurance that public procurement shall be carried out in such a manner that it guarantees the legality and regularity of all transaction aiming at economic, effective and efficient use of the resources provided by the RHP Fund.

C5 – Implementing Structure reporting and monitoring

The Implementing Structure, being responsible for reporting on progress in sub-project implementation, should have the capacities, procedures and systems in place to ensure satisfactory and regular reporting to CEB.

C6 – Implementing Structure risk management

The Implementing Structure should ensure that risks are identified and managed, and that adequate control resources are applied in all areas.

Appendix 4: CEB's standard Grant Agreement (template)

Project n° [●] (*insert year*)

GRANT AGREEMENT
between

THE REPUBLIC OF CROATIA

and

THE COUNCIL OF EUROPE DEVELOPMENT BANK

in relation to the
REGIONAL HOUSING PROGRAMME

The parties to this Grant Agreement (hereinafter, the "Agreement") are the **REPUBLIC OF CROATIA** through [] (the "Partner Country" and the **COUNCIL OF EUROPE DEVELOPMENT BANK**, International Organisation, with its headquarters at 55 avenue Kléber, 75116 Paris, France ("CEB" or the "Finance Institution"), jointly referred to hereinafter as the "Parties", each a "Party".

WHEREAS

- (A) CEB and the Partner Country entered into a Framework Agreement effective as of [*insert date*], a copy of which is appended as Appendix A hereto (the "Framework Agreement").
- (B) The Assembly of Donors approved on [*insert date*] an investment subsidy grant to the Partner Country from the RHP Fund resources, as further described under Article 1 (the "Grant") for financing the sub-project under the Partner Country's Country Housing Project called [*insert name*], as further described under Appendix B (the "Sub-Project").
- (C) The Partner Country has given its full agreement to the Grant and to the implementation of the Sub-Project.
- (D) The Parties have decided to conclude the Agreement to set out the terms and conditions concerning (i) the transfer and utilisation of the Grant; and (ii) the implementation of the Sub-Project.

NOW THEREFORE the Parties hereby agree as follows:

Definitions

In this Agreement the defined terms and expressions shall bear the same meaning as given to them in the Framework Agreement and the following defined terms and expressions shall bear the following meaning, unless the context requires otherwise.

"**Final Beneficiaries**" means the final beneficiaries of the Sub-Project as defined in Appendix B hereto.

Article 1 The Grant

- 1.1 CEB shall, in the manner referred to in Paragraph 1.2 of this Article, place at the disposal of the Partner Country the Grant in an aggregate amount of EUR *[insert amount]*.
- 1.2 Subject to the terms of this Agreement and to all conditions precedent for disbursement set out in Article 2 below being fulfilled, CEB shall deposit the Grant in a minimum of two (2) Grant Tranches in the Special Account (as defined in Article 3.4 (*Special Account*) of the Framework Agreement):
- | | |
|------------------|--------------------------|
| Account n° IBAN: | <i>[Please insert]</i> |
| Holder name: | <i>[Please insert]</i> |
| Ref: | <i>[Please insert]</i> |
| Bank's name: | <i>[Please insert]</i> |
| Bank's address: | <i>[Please insert]</i> |
| SWIFT BIC: | <i>[Please insert]</i> . |
- 1.3 The Grant shall be paid in EURO (EUR). All financial accounts and statements shall be expressed in EUR.
- 1.4 The first Grant Tranche, representing an advance payment, shall be in the amount of € *[insert amount]* (thus not exceeding 30% of the approved Grant amount). It shall be disbursed to the Partner Country following the signature of the Agreement, subject to all conditions precedent for disbursement set out in Article 2 below being fulfilled.
- 1.5 The amount of each subsequent Grant Tranche shall be determined according to the Current State of Progress of Works and the Projected State Progress of Works, as presented by the Partner Country in the Progress Reports pursuant to Article 5.
- 1.6 Each of the subsequent Grant Tranches can be disbursed only after the Partner Country presents a Progress Report to the CEB, subject to compliance with Article 5 below, confirming that 70% of the previous Grant Tranches have been disbursed in accordance with the provisions of the Framework Agreement and the Agreement.
- 1.7 Pursuant to Article 3.3 (*Completion Date*) of the Framework Agreement the Completion Date with respect to the Sub-Project is *[insert date]* [defined in Appendix B hereto].

Article 2 Conditions precedent for disbursement

- 2.1 Pursuant to Article 3.2 (*Conditions precedent for disbursement*) of the Framework Agreement the conditions precedent for disbursement of the Grant are the following:
- *[other conditions precedent for the first and/or subsequent Grant Tranche[s] indicating whether they are applicable for the first and/or subsequent Grant Tranche[s] to be inserted as applicable based on any terms and conditions specified by the Assembly of Donors at the point of Grant Request approval]*

2.1.1 Prior to the disbursement of the first Grant Tranche:

- The Partner Country shall deliver a Legal opinion in the English language satisfactory to CEB covering the issues of capacity, power and authority of the Republic of Croatia to enter into the Framework Agreement and the Agreement and confirming that both Agreements constitute valid, binding and enforceable undertakings.
- The Partner Country's Implementing Structure as defined in Article 4 of the Framework Agreement and as further specified in Article 4 below has been established and is operational to the satisfaction of CEB in accordance with the criteria outlined in Appendix 3 to the Framework Agreement.
- Pursuant CEB's Procurement Guidelines the Partner Country shall provide to CEB a procurement plan with respect to the Sub-Project approved by CEB.

2.1.2 Prior to the disbursement of any subsequent Grant Tranches:

- Prior to the disbursement of any subsequent Grant Tranches the Partner Country shall provide to the CEB information on the Grant implementation progress in the form of the Progress Report pursuant to Article 5 satisfactory to the CEB.

2.1.3 Prior to the disbursement of last Grant Tranche:

- Prior to the disbursement of the last Grant Tranche the Partner Country shall provide to the CEB in addition to the Progress Report an Expenditure Verification Report pursuant to Article 4.10.5 (*Expenditure verification*) of the Framework Agreement both satisfactory to the CEB.

Article 3

Conditions for use of the Grant

3.1 The Partner Country acknowledges that this Agreement is subject to and incorporates by reference the terms and conditions of the Framework Agreement, including its Appendices, in full. In particular:

- Pursuant to Article 2 (*Conditions for use of the Grant/CHP Support Grant*) the Grant made available by CEB shall be used exclusively for the Sub-Project.
- The Sub-Project shall be implemented in accordance with Article 2 (*Conditions for use of the Grant/CHP Support Grant*) and Article 4 (*Country Housing Project undertakings*) of the Framework Agreement.
- Pursuant to Article 7 (*Consequences of failure to comply*) of the Framework Agreement in the event of failure to comply with the provisions of Article 2 (*Conditions for use of the Grant/CHP Support Grant*) and Article 4 (*Country Housing Project undertakings*) of the Framework Agreement, CEB reserves the right to suspend, cancel or request immediate repayment of the Grant. Before such a claim is made, consultations shall be held between the Parties.

3.2 *Allocation of Grant Tranches*: Pursuant to Article 4.7.3 (*Allocation of Grant Tranches*) of the Framework Agreement (i) each Grant Tranche must be Allocated by the Partner Country to the component parts of the Sub-Project (identified by means of the Progress Reports as in the form set

dd.mm.yyyy] information to CEB on the Grant implementation progress in the framework of the Progress Reports.

In addition to the regular 4-monthly Progress Reports, the Partner Country shall also provide information to the CEB on the Grant implementation progress, in the form of the Progress Report, prior to any request for disbursement of Grant Tranches. If the timing of the submission of the request for disbursement coincides with the timing of the submission of the regular 4-monthly Progress Report, then the later shall suffice. These Progress Reports shall be deemed satisfactory by the CEB before any disbursement may be made.

[Appendix D hereto is a template specifying the minimum information required by CEB for Progress Reports.]

In any case, the Progress Reports shall address:

- detailed description of activities, including beneficiary selection and protection elements, carried out during the reporting period;
- progress in the achievement of results against a set of indicators;
- impact (economic, social and environmental) prospects;
- sustainability;
- state of Allocation of the Grant Tranches, which are disbursed to the Partner Country by CEB;
- progress of the procurement related activities;
- incurred expenditure and forecast for future expenditure expected to be incurred for a determined period of time; and
- visibility actions.

Reporting on expenditure shall be expressed in EUR or, should payments be made in any other currency, by converting the corresponding amounts into EUR at the exchange rate of the date of payment to the contractor in the non-EUR currency.

5.2 *Completion Report*: Pursuant to Article 4.10.2 (*Progress Reports on sub-projects/CHP Support*) of the Framework Agreement the Completion Report, which shall be provided to CEB within three (3) months following the Completion Date under the Sub-Project, shall include an overall assessment of the performance of the Sub-Project against objectives, as well as an assessment of the use of the Grant. The Completion Report must be deemed satisfactory by the CEB.

5.3 *[insert only in the last Grant Agreement for the last Sub-Project under the Country Housing Project]*: Pursuant to Article 4.10.3 (*Country Housing Project Final Report*) of the Framework Agreement upon the physical completion of the entire Country Housing Project the Partner Country shall present to CEB a Final Report, for the avoidance of doubt, reporting on the entirety of all sub-projects under the Country Housing Project that received a Grant from the RHP Fund, containing the minimum information required by CEB for such a Final Report [as set out in Appendix E hereto].]

Article 6

Representations and warranties

The Partner Country represents and warrants:

- that it is authorised to enter into the Agreement and it has given the signatory(ies) the authorisation therefor, in accordance with the laws, decrees, regulations and other texts applicable to it;
- that the drawing up and execution of the Agreement does not contravene the laws, decrees, regulations and other texts applicable to it.

Article 7

Notices

7.1 Any notice to be given to either Party with respect to the Agreement shall be effectively given or sent by letter or facsimile to the Parties as addressed below. The address of either Party may be changed by notices in the manner set out in this provision.

7.2 Any notice to CEB shall be addressed to:

Council of Europe Development Bank
55, avenue Kléber
75116 Paris – France

Attention: Director, Directorate for Loans and Social Development (RHP)
Fax: +33 1 47 55 37 52
Email: ceb-RHP@coebank.org

Copy to: Director, Directorate for European Cooperation and Strategy
Fax: +33 1 47 55 71 55
Email: ceb-donor-relations@coebank.org

7.3 Any notice to the Partner Country shall be addressed to:

[Ministry of *[insert name of Ministry]*] *[insert name of institution]* of the Republic of Croatia
[insert address]

Attention: *[insert name and title]*
Fax: *[insert fax number]*

Article 8

Amendments

8.1 This Agreement may be modified by written amendment entered into by CEB and the Partner Country.

Article 9
Dispute resolution

- 9.1 Any dispute arising out of or in connection with the Agreement, including its existence, validity, interpretation or termination shall be settled amicably between the Parties.
- 9.2 In default of amicable settlement, disputes shall be subject to arbitration in accordance with the terms of Article 11 (*Dispute resolution*) of the Framework Agreement.

Article 10
Entry into force

- 10.1 The Agreement shall enter into force upon signature by the Parties.

Article 11
Interpretation

- 11.1 The Partner Country acknowledges that this Agreement is subject to and incorporates by reference the terms and conditions of the Framework Agreement in full.
- 11.2 In the event of discrepancies, inconsistencies and/or conflicts between the terms of the Framework Agreement and this Agreement, the documents shall prevail in the following order: (i) this Agreement; (ii) the Framework Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the Agreement in the English language in two (2) originals.

Signed in [●],

On [●]

.....
For the **Council of Europe Development Bank**
[Insert name/title]

.....
For the **Republic of Croatia**
[Insert name/title]

APPENDIX A

[insert copy of the signed Framework Agreement]

APPENDIX B

APPENDIX B-1

Sub-project description

Partner Country	
Sub-Project name	
Date of submission of Sub-Project Application Form	
Contracting Authorities	
Date of approval by National Steering Committee	
Date of the UNHCR/OSCE² evaluation	
Date of the Technical Committee recommendation	
Date of the Assembly of Donors approval	
Grant amount approved	
Conclusions of the Assembly of Donors	

Objective	
Location	
Type of housing solutions	
Estimated total cost of the sub-project	
Estimated cost breakdown	
Estimated financing plan	
Planned schedule of project implementation	
Grant implementation structure	

² OSCE where applicable

APPENDIX B-2

Logical Framework Matrix

Sub-Project Description	Intervention logic	Indicators	Sources of verification	Assumptions and risks
Overall objective				
Specific objective(s)				
Results				
Activities				

Appendix F

[insert Terms of Reference for an Expenditure Verification Report]

Appendix 5: CEB's standard CHP Support Grant Agreement (template)

CHP Support n° [●] (insert year)

CHP SUPPORT GRANT AGREEMENT
between

THE REPUBLIC OF CROATIA

and

THE COUNCIL OF EUROPE DEVELOPMENT BANK
in relation to the
REGIONAL HOUSING PROGRAMME

The parties to this CHP Support Grant Agreement (hereinafter, the “**Agreement**”) are the **REPUBLIC OF CROATIA** through [] and the **COUNCIL OF EUROPE DEVELOPMENT BANK**, International Organisation, with its headquarters at 55 avenue Kléber, 75116 Paris, France (“**CEB**” or the “**Finance Institution**”);

jointly referred to hereinafter as the “**Parties**”, each a “**Party**”.

WHEREAS

- (A) CEB and the Partner Country entered into a Framework Agreement effective as of [*insert date*], a copy of which is appended as Appendix A hereto (the “**Framework Agreement**”).
- (B) The European Union, represented by the European Commission, and the CEB on [*insert date*] 2013 entered into a bilateral contribution agreement in relation to the RHP which stipulates, *inter alia*, that the CEB shall administer certain EU funds for the benefit of certain activities under the RHP in accordance with the contribution agreement, as amended from time to time (the “**EU Contribution Agreement**”).
- (C) Pursuant to the EU Contribution Agreement, CEB, in its capacity of Finance Institution, shall, *inter alia*, establish and support the functional running of each Country Housing Project and shall thus provide to the Partner Country from EU funds (i) technical assistance support to the Implementing Structure of the Partner Country and / or (ii) financial support to co-fund the operating expenses of the Implementing Structure and / or (iii) financial support to co-fund the operation of the Regional Coordination Office, as further described under Appendix B hereto (the “**CHP Support**”), subject to the terms and conditions of the EU Contribution Agreement.
- (D) The Partner Country has given its full agreement to the CHP Support Grant (as defined below) and to the implementation of the CHP Support.
- (E) The Parties have decided to conclude the Agreement to set out the terms and conditions concerning (i) the transfer and utilisation of the CHP Support Grant (as defined below); and (ii) the implementation of the CHP Support.

NOW THEREFORE the Parties hereby agree as follows:

Definitions

In this Agreement the defined terms and expressions shall bear the same meaning as given to them in the Framework Agreement and the following defined terms and expressions shall bear the following meaning, unless the context requires otherwise.

Article 1 The CHP Support Grant

- 1.1 CEB shall, in the manner referred to in Paragraph 1.2 of this Article, place at the disposal of the Partner Country the CHP Support Grant in an aggregate amount of EUR *[insert amount]*.
- 1.2 Subject to the terms of this Agreement and to all conditions precedent for disbursement set out in Article 2 below being fulfilled, CEB shall deposit the CHP Support Grant in a minimum of *[insert number of CHP Support Grant Tranches]* CHP Support Grant Tranches in the Special Account (as defined in Article 3.4 (*Special Account*) of the Framework Agreement):
- | | |
|------------------|--------------------------|
| Account n° IBAN: | <i>[Please insert]</i> |
| Holder name: | <i>[Please insert]</i> |
| Ref: | <i>[Please insert]</i> |
| Bank's name: | <i>[Please insert]</i> |
| Bank's address: | <i>[Please insert]</i> |
| SWIFT BIC: | <i>[Please insert]</i> . |
- 1.3 The CHP Support Grant shall be paid in EURO (EUR). All financial accounts and statements shall be expressed in EUR.

Article 2 Conditions precedent for disbursement

- 2.1 Pursuant to Article 3.2 (*Conditions precedent for disbursement*) of the Framework Agreement the conditions precedent for disbursement of the CHP Support Grant are the following:
- *[other conditions precedent for the first and/or subsequent CHP Support Grant Tranche[s] indicating whether they are applicable for the first and/or subsequent CHP Support Grant Tranche[s] to be inserted as applicable]*
- 2.1.4 Prior to the disbursement of the first CHP Support Grant Tranche:
- The Partner Country shall deliver a Legal opinion in the English language satisfactory to CEB covering the issues of capacity, power and authority of the Republic of Croatia to enter into the Framework Agreement and the Agreement and confirming that both Agreements constitute valid, binding and enforceable undertakings.
- 2.1.5 Prior to the disbursement of any subsequent CHP Support Grant Tranches:
- *[•]*

2.1.6 Prior to the disbursement of last CHP Support Grant Tranche:

[•]

Article 3

Conditions for use of the CHP Support Grant

3.1 The Partner Country acknowledges that this Agreement is subject to and incorporates by reference the terms and conditions of the Framework Agreement, including its Appendices, in full. In particular:

- Pursuant to Article 2 (*Conditions for use of the Grant/CHP Support Grant*) the CHP Support Grant made available by CEB shall be used exclusively for the CHP Support (as described in Appendix B hereto).
- The CHP Support shall be implemented in accordance with Article 2 (*Conditions for use of the Grant/CHP Support Grant*) and CEB's rules and procedures, including in particular CEB's Procurement Guidelines.

In the event of failure to comply with the above rules and procedures, CEB reserves the right to suspend, cancel or request immediate repayment of the CHP Support Grant. Before such a claim is made, consultations shall be held between the Parties.

3.2 Any balance remaining unspent upon the Completion Date of the CHP Support (as defined under Appendix B hereto) or any repayment of the CHP Support Grant in accordance with the Framework Agreement and the Agreement shall be deposited in EUR in the following CEB's account within [insert time period] from the Completion Date, unless otherwise agreed:

Account n° IBAN:	[Please insert]
Holder name:	Council of Europe Development Bank
Ref:	[Please insert]
Bank's name:	[Please insert]
Bank's address:	[Please insert]
SWIFT BIC:	[Please insert]

[insert Article on visibility in accordance EU Contribution Agreement once entered into].

3.3 The Progress Reports and the Completion Report described under Article 6 of the Agreement shall include (i) information on the procurement of supplies, works and services under the CHP Support; and (ii) the measures taken by the Partner Country to ensure visibility in accordance with [insert reference Article on visibility].

Article 4

Implementing Structure of the CHP Support

4.1 Pursuant to Article 4.1.1 (*Lead Institution*) of the Framework Agreement the Partner Country has designated the State Office for Reconstruction and Housing as the Lead Institution with respect to the Country Housing Project and this CHP Support.

4.2 Pursuant to Article 4.1.2 (*Project Implementing Unit*) of the Framework Agreement the Partner Country entrusts the implementation of the CHP Support to [insert name of the PIU] situated within the State Office for Reconstruction and Housing, the Project Implementation Unit (the

“PIU”) and the reporting to be made to CEB to the State Office for Reconstruction and Housing.

In any event, the responsibility to comply with all obligations under the Agreement remains with the Partner Country.

Article 5

CHP Support implementation

- 5.1 The CHP Support Grant from CEB amounting to EUR [●] shall cover up to [●]% of the CHP Support cost indicated under Appendix B.
- 5.2 The Partner Country shall apply all care and diligence needed for the proper implementation of the CHP Support.
- 5.3 If unforeseen increases in expenditures are expected or realised (whether due to inflationary factors, fluctuation in exchange rates, natural and human-made disasters or other unforeseen contingencies), the Partner Country shall duly inform CEB on a timely basis. In any event CEB does not undertake to cover any expenses in excess of the aggregate amount of the CHP Support Grant defined under Article 1 of the Agreement.

Article 6

Progress Reports on the CHP Support

- 6.1 *Progress Reports*: Pursuant to Article 4.10.2 (*Progress Reports on sub-projects/CHP Support*) of the Framework Agreement the Partner Country [through the Lead Institution,] shall provide on a 4-monthly basis on [insert dd.mm], on [insert dd.mm] and on [insert dd.mm] of every year until the last disbursement request under this CHP Support Agreement and if such date falls on a weekend or public holiday in the Partner Country then on the next following business day (each such date, a “**Reporting Date**”) with the first Reporting Date under this CHP Support Grant Agreement falling on [insert dd.mm.yyyy] information to CEB on the CHP Support Grant implementation progress in the framework of the Progress Reports.

Reporting on expenditure shall be expressed in EUR or, should payments be made in any other currency, by converting the corresponding amounts into EUR at the exchange rate of the date of payment to the contractor in the non-EUR currency.

- 6.2 The Partner Country, [through the Lead Institution,] [through the PIU,] shall keep accounting records concerning the CHP Support, which shall be in conformity with international standards, and which shall record all operations made and identify the assets and services financed with the help of the CHP Support Grant.
- 6.3 CEB may have an on-site audit of the CHP Support's accounting carried out by one or more consultants of its choice, at the expense of the Partner Country in the event of default by the latter in respect of any of its obligations under the Agreement.
- 6.4 The Partner Country undertakes to respond within a reasonable period to any request for information from the CEB and to provide it with any documentation that CEB should consider necessary and may reasonably request, for the proper implementation of the CHP Support, particularly as concerns the monitoring of the use of the CHP Support Grant.
- 6.5 *Completion Report*: Pursuant to Article 4.10.2 (*Progress Reports on sub-projects/CHP Support*) of the Framework Agreement the Completion Report, which shall be provided to CEB within [insert

time period] following the Completion Date under the CHP Support (as defined under Appendix B), shall include an assessment of the use and the impact of the CHP Support Grant. The Completion Report must be deemed satisfactory by the CEB.

Article 7 Representations and warranties

The Partner Country represents and warrants:

- that it is authorised to enter into the Agreement and it has given the signatory(ies) the authorisation therefor, in accordance with the laws, decrees, regulations and other texts applicable to it;
- that the drawing up and execution of the Agreement does not contravene the laws, decrees, regulations and other texts applicable to it.

Article 8 Notices

8.1 Any notice to be given to either Party with respect to the Agreement shall be effectively given or sent by letter or facsimile to the Parties as addressed below. The address of either Party may be changed by notices in the manner set out in this provision.

8.2 Any notice to CEB shall be addressed to:

Council of Europe Development Bank
55, avenue Kléber
75116 Paris – France

Attention: Director, Directorate for Loans and Social Development (RHP)
Fax: +33 1 47 55 37 52
Email: ceb-RHP@coebank.org

Copy to: Director, Directorate for European Cooperation and Strategy
Fax: +33 1 47 55 71 55
Email: ceb-donor-relations@coebank.org

8.3 Any notice to the Partner Country shall be addressed to:

[Ministry of *[insert name of Ministry]*] *[insert name of institution]* of the Republic of Croatia
[insert address]

Attention: *[insert name and title]*
Fax: *[insert fax number]*

Article 9 Amendments

9.1 This Agreement may be modified by written amendment entered into by CEB and the Partner Country.

Article 10
Dispute resolution

- 10.1 Any dispute arising out of or in connection with the Agreement, including its existence, validity, interpretation or termination shall be settled amicably between the Parties.
- 10.2 In default of amicable settlement, disputes shall be subject to arbitration in accordance with the terms of Article 11 (*Dispute resolution*) of the Framework Agreement.

Article 11
Entry into force

- 11.1 The Agreement shall enter into force upon signature by the Parties.

Article 12
Interpretation

- 12.1 The Partner Country acknowledges that this Agreement is subject to and incorporates by reference the terms and conditions of the Framework Agreement in full.
- 12.2 In the event of discrepancies, inconsistencies and/or conflicts between the terms of the Framework Agreement and this Agreement, the documents shall prevail in the following order: (i) this Agreement; (ii) the Framework Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the Agreement in the English language in two (2) originals.

Signed in [●],
On [●]

.....
For the Council of Europe Development Bank
[Insert name/title]

.....
For the Republic of Croatia
[Insert name/title]

APPENDIX A

[insert copy of the Framework Agreement]

APPENDIX B

[insert CHP Support description]

Appendix 6: Settlement of disputes in respect of Grants

CHAPTER 4

Settlement of disputes in respect of loans from the Bank or guarantees pertaining thereto

ARTICLE 4.1

Arbitration

Any disputes between the parties to the loan agreement and, where applicable, the guarantee agreement in respect of the interpretation or execution of such agreements or in respect of a claim by one of the said parties against another arising out of the loan agreement the guarantee agreement, or these regulations, which has not been settled by agreement between the parties shall be submitted for arbitration in the manner prescribed below.

ARTICLE 4.2

Commencement of arbitration proceedings

Arbitration proceedings may be instituted by any one of the parties specified in the preceding section by means of a request notified to all the other parties; the request shall state the nature and subject of the dispute and set forth the claims to be submitted for arbitration.

ARTICLE 4.3

Appointment of the arbitral tribunal

In any arbitration proceedings instituted in pursuance of this article, the borrower or the guarantor (if any) may be a party alongside the guarantor or the borrower as the case may be.

For any dispute submitted for arbitration in pursuance of this article, an arbitral tribunal shall be set up. It shall consist of three arbitrators appointed as follows:

- (a) one arbitrator shall be appointed by the Bank;
- (b) a second arbitrator shall be appointed by the borrower or, where applicable, by agreement between the borrower and the guarantor or, failing such agreement, by the guarantor;
- (c) a third arbitrator, called the umpire, who shall act as President of the arbitral tribunal, shall be appointed by common consent between the parties or, failing such consent, by the President of the European Court of Human Rights or, should the latter have the nationality of the guarantor or be of the same nationality as the borrower, by the Vice-President of the Court or, if the latter is in the same situation, by the senior of those Judges of the Court who neither have the nationality of the guarantor nor are of the same nationality of the borrower;
- (d) the procedure described in the preceding paragraph shall take place, at the instance of one of the parties to the dispute, if, within one month after notice has been given of the request for arbitration, no agreement has been reached regarding the appointment of an umpire;
- (e) where one of the parties appoints no arbitrator, the umpire shall appoint the said arbitrator.

ARTICLE 4.4

Place of arbitration

The arbitral tribunal shall hold its first sitting on such date and at such place as shall be appointed by the umpire. Thereafter, the tribunal shall decide itself where and when it shall sit.

ARTICLE 4.5

Law applicable to arbitration proceedings

The arbitral tribunal shall decide all questions relating to its competence. It shall lay down its own rules of procedure and shall choose the law which shall be applicable, unless that law is specified in the contracts or in the arbitration agreement, bearing in mind the provisions of Article 1 (3) of the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe. All decisions of the tribunal shall be by majority vote.

Domestic law may apply in a particular case provided that it does not derogate from the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe and from the Articles of Agreement.

ARTICLE 4.6

Award of the arbitral tribunal

All awards of the arbitral tribunal shall set out the grounds for the decision. They shall be final and binding upon all the parties referred to in Article 4.3. They may be rendered in default of submissions.

ARTICLE 4.7

Cost of arbitration

The party against whom the award is made shall bear the costs of the arbitration proceedings unless the arbitral tribunal decides otherwise or the parties have agreed otherwise by a clause in the loan contract or the guarantee contract. The arbitral tribunal shall give a final ruling on any dispute in respect of costs.

ARTICLE 4.8

Enforcement of arbitral awards

The loan agreement and the guarantee agreement shall contain whatever provisions are required to ensure, in respect of the Bank and in respect of the borrower and the guarantor, compliance with any awards made in pursuance of this chapter.

If, within one month after the originals of the award have been delivered to the parties, the award has not been complied with, any of the parties specified in Article 4.3 may institute proceedings for the enforcement of the award. The court which shall have jurisdiction for such proceedings shall be that designated by the rules of civil procedure of the State concerned.