

## Nacrt

Na temelju članka 30. stavka 1. Zakona o sklapanju i izvršavanju međunarodnih ugovora (Narodne novine, broj: 28/96) Vlada Republike Hrvatske donijela je na sjednici održanoj \_\_\_\_\_, 2005.

**UREDBU  
o objavi Ugovora  
između Vlade Republike Hrvatske i  
Međunarodne banke za obnovu i razvoj  
o Darovnici za pripremu Projekta potpore obrazovnom sektoru**

### **Članak 1.**

Objavljuje se Ugovor o Darovnici za pripremu Projekta potpore obrazovnom sektoru potpisan u Zagrebu 22. prosinca 2004. godine u izvorniku na engleskom jeziku.

### **Članak 2.**

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

**World Bank**

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION

South Central Europe Regional Office  
Trg J.F.Kennedy 6B  
10000 Zagreb, Croatia

Tel:(385) 1 235-7222  
Fax:(385) 1 235-7293

December 22, 2004.

His Excellency  
Ivan Suker  
Minister of Finance  
Zagreb, Croatia

*Croatia: Japanese Grant for the Preparation of the Education Sector  
Support Project*

**Grant No. PHRD TF053149**

Dear Mr. Minister:

I am writing on behalf of the International Bank for Reconstruction and Development (the Bank) to indicate the Bank's agreement, as administrator of grant funds provided by Japan, to make a grant in an amount not exceeding seven hundred sixty six thousand and one hundred fifty United States Dollars (\$766,150) (the Grant) to the Republic of Croatia (the Recipient).

The Grant is made in response to the Recipient's request for financial assistance and for the purposes and on the terms and conditions set forth in the Annex to this Letter Agreement. The Recipient represents, by confirming its agreement below, that it is authorized to contract and withdraw the Grant for the said purposes and on the said terms and conditions.

Please note that it is the Bank's policy to make publicly available this Letter Agreement and any information related thereto, after this Letter Agreement has become effective and the Recipient has given its consent to such disclosure. The Recipient, by countersigning this Letter Agreement, confirms its consent to such disclosure.

Please confirm your agreement with the foregoing, on behalf of the Recipient, by signing, dating, and returning to us the enclosed copy of this Letter Agreement. Upon receipt by the Bank of the copy of this Letter Agreement countersigned by you, this Letter Agreement will become effective as of the date of the countersignature.

Very truly yours,  
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By \_\_\_\_\_  
Albert Martinez  
Operations Advisor  
Acting Country Manager

AGREED:

REPUBLIC OF CROATIA

By \_\_\_\_\_  
Name Ivan Šuker  
Title Minister of Finance  
Date December 22, 2004.

## **Purposes, Terms, and Conditions of the Grant**

### 1. Purposes and Activities

1.1 The purpose of the Grant is to assist the Recipient in the preparation of the Education Reform Project (the Project), which has as its main objective to improve the education system in Croatia. The Project shall: (i) support innovation-led growth and private sector development; (ii) enhance equity and equal access to good education, and (iii) strengthen efficiency, effectiveness, and accountability of the sector. The activities (the Activities) for which the Grant is given are as follows:

#### **(a) Analysis of Teacher Education Reform and Professional Development Needs**

Providing technical assistance to: (i) analyze the needs in pre-service teacher education and professional development of teachers, including teaching children with special needs and Roma; (ii) prepare a plan for comprehensive teacher education reform in Croatia; (iii) support stakeholder consultation; (iv) assess and identify technical and financial needs for the Project implementation plan, including design of activities, timing and costs, as well as terms of references for consultants (estimated to cost US\$148,700 equivalent).

#### **(b) Diagnostic Analysis and Plan of General Education Curriculum Reform**

Providing technical assistance to redesign the school curriculum for grades one to twelve (estimated to cost US\$126,650 equivalent).

#### **(c) Developing a Strategic Framework for Evaluation of Education Outcomes**

Providing technical assistance for: (i) preparation of a framework for evaluating educational outcomes in Croatia; (ii) conducting national assessments establishing educational achievements; (iii) consensus building and stakeholder consultations; (iv) terms of reference for consultants (estimated to cost US\$138,450 equivalent).

#### **(d) Assessment of Educational Management and Leadership Development Needs**

Providing technical assistance to assess technical requirements and professional development needs to strengthen education management in the MSES, regional and local education administration, making proposals for development and designing a proposal for a school principal training system. The grant shall finance stakeholder consultations (two workshops for MSES staff, regional and local education authorities, school principals and their deputies, and other stakeholders) and support

assessment and identification of technical and financial needs for the implementation plan, including design of activities, timing and costs, as well as terms of references for consultants (estimated to cost US\$141,825 equivalent).

#### Managing the Grant Coordination Team and Communicating the Education Reform

Providing technical assistance, training, and consultative workshops to (i) prepare a resource manual for understanding and managing education reform in Croatia; (ii) prepare policy guidelines for MSES aimed at raising public awareness of the reform and dissemination plan for the intended Project; and (iii) support institutional assessment of the MSES and other relevant agencies concerning their capacity to manage the Project establishing a financial and management information system for Project monitoring, including performance indicators, and procurement plan (estimated to cost US\$162,275 equivalent).

#### Other Studies

Conducting other studies needed for the preparation of the Project (estimated to cost US\$48,250 equivalent).

## 2. Implementation Generally

2.1. The Recipient, through MSES shall: (a) carry out the Activities with due diligence and efficiency; (b) promptly provide the funds, facilities, services and other resources required for that purpose; (c) furnish all information covering the Activities and the use of the proceeds of the Grant as the Bank shall reasonably request; (d) from time to time exchange views with the Bank's representatives on the progress and results of the Activities; and (e) take all necessary measures required to enable the Bank to visit the territory of Croatia for purposes related to the Grant. Without limitation on the foregoing, the Recipient shall, if the Bank shall so request, prepare and furnish to the Bank promptly upon completion of the Activities a report, in form and substance satisfactory to the Bank, on the results and impact of the Activities.

## 3. Procurement

3.1. Except as the Bank shall otherwise agree, procurement of the consultants' services required for the carrying out of the Activities and to be financed out of the proceeds of the Grant shall be governed by the provisions of Attachment I to this Annex.

## 4. Withdrawal of Grant Proceeds

4.1. The amount of the Grant shall be credited to an account opened by the Bank on its books in the name of the Recipient (the Grant Account), and may be withdrawn therefrom by the Recipient in accordance with the provisions of this Section 4, for expenditures in respect of the reasonable cost of goods and services required for the Activities and to be financed out of the proceeds of the Grant.

4.2. The table below sets forth the Categories of items to be financed out of the proceeds of the Grant, the allocation of the amounts of the Grants to each Category, and the percentage of expenditures for items so to be financed in each Category:

Category	Amount of the Grant Allocated (in US Dollars)	% of Expenditures to be Financed
(1) Consultants' services	727,250	100%
(2) Training, workshops and stakeholder consultation	38,900	100%
TOTAL	766,150	

For purposes of this paragraph: (a) the term "training" means training events, including the cost of facilities, materials and supplies, and participant costs.

4.3. Notwithstanding the provisions of paragraph 4.2 above:

(a) No withdrawals shall be made from the Grant Account: (i) for payments made for expenditures prior to the date of signature of this Letter Agreement by the Bank, except that withdrawals, in an aggregate amount not exceeding US\$ 76,615 may be made on account of payments made for expenditures before that date but after April 20, 2004 (ii) for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the Bank's knowledge, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations;

(b) No withdrawals shall be made from the Grant Account after June 23, 2005, or such later date that the Bank shall establish by notice to the Recipient (the Closing Date). However, withdrawals may be made after the Closing Date for expenditures incurred prior to the Closing Date if the corresponding withdrawal application is received by the Bank within four months after the Closing Date, after which time any amount of the Grant remaining unwithdrawn from the Grant Account shall be canceled; and

(c) If, in the Bank's opinion, an amount of the Grant allocated to any of the items in the table in paragraph 4.2 above will be insufficient to finance the expenditures for such item, the Bank may, by written notice to the Recipient, reallocate to such item an amount of the Grant then allocated to another item which, in the Bank's opinion, will not be necessary to meet other expenditures.

4.4. When the Recipient shall desire to withdraw any amount from the Grant Account, it shall deliver to the Bank a written application for withdrawal of such amount in the form specified by the Bank. Withdrawal applications shall be: (a) signed on behalf of the Recipient by the Minister of Finance, or such other person as he or she shall have authorized in writing; and (b) accompanied by such evidence in support of the application as the Bank shall reasonably request. Authenticated specimen signatures of the person authorized to sign withdrawal applications shall be provided with the first application bearing his or her signature. Each withdrawal application for an amount of the Grant and its supporting evidence must be sufficient in form and substance to satisfy the Bank that the Recipient is entitled to withdraw such amount from the Grant Account and that such amount is to be used in the carrying out of the Activities. The Bank shall pay the amounts withdrawn by the Recipient from the Grant Account only to or on the order of the Recipient.

4.5. Withdrawals of the proceeds of the Grant shall be made in the currency of the Grant. The Bank, at the Recipient's request and acting as an agent of the Recipient, shall purchase with the currency of the Grant withdrawn from the Grant Account such currencies as shall be required to pay for expenditures to be financed out of the proceeds of the Grant. Whenever it shall be necessary, for the purposes of this Letter Agreement, to determine the value of one currency in terms of another, such value shall be as reasonably determined by the Bank.

4.6. The Bank may require withdrawals from the Grant Account to be made on the basis of statements of expenditure for expenditures under contracts for: (a) services of consulting firms costing less than US\$50,000 equivalent; (b) services of individual consultants costing less than US\$25,000 equivalent; all under such terms and conditions as the Bank shall specify by notice to the Recipient.

4.7. To facilitate the carrying out of the Activities, the Recipient may open and maintain in Dollars a special deposit account (the Special Account) in commercial bank on terms and conditions satisfactory to the Bank, including appropriate protection against set-off, seizure or attachment. Deposits into, and payments out of, the Special Account shall be made in accordance with the provisions of Attachment II to this Annex.

## 5. Accounts and Audits

5.1. (a) The Recipient shall maintain or cause to be maintained a financial management system, including records and accounts, and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, adequate to reflect the operations, resources and expenditures related to the Activities.

(b) The Recipient shall: (i) commencing with the fiscal year in which the grant becomes effective and including the fiscal year in which the last withdrawal from the Grant Account is made, have the financial statements referred to in subparagraph (a) above for each such fiscal year or other period agreed to by the Bank, audited, in accordance with consistently applied auditing standards, acceptable to the Bank, by independent auditors acceptable to the Bank; (ii) furnish to the Bank as soon as available, but in any case not later than six months after the end of each such year or such other period agreed to by the Bank, (A) certified copies of the financial statements referred to in subparagraph (a) above for such year or such other period agreed to by the Bank, as so audited, and (B) an opinion on such statements by said auditors, in scope and detail satisfactory to the Bank; and (iii) furnish to the Bank such other information concerning such records and accounts and the audit of such financial

statements, and concerning said auditors, as the Bank shall have reasonably requested.

(c) For all expenditures with respect to which withdrawals from the Grant Account were made on the basis of statements of expenditure, the Recipient shall: (i) retain, until at least one year after the Bank has received the audit report for or covering the fiscal year in which the last withdrawal from the Grant Account was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures; (ii) enable the Bank's representatives to examine such records; and (iii) ensure that such statements of expenditure are included in the audit for each fiscal year, or other period agreed to by the Bank, referred to in subparagraph (b) above.

## 6. Suspension and Cancellation

6.1. The Bank may at any time, by notice to the Recipient, suspend the right of the Recipient to make further withdrawals from the Grant Account if any of the following events has occurred and is continuing: (a) the Recipient has failed to comply with any of its obligations herein specified; or (b) the right of the Recipient, or any other entity to which the Bank has made a loan with the guarantee of Recipient, to make withdrawals under any loan agreement with the Bank shall have been suspended.

6.2. The Bank may, by written notice to the Recipient, terminate the right of the Recipient to make further withdrawals from the Grant Account: (a) at any time after the right of the Recipient to make withdrawals from the Grant Account shall have been suspended pursuant to the provisions of paragraph 6.1 above; or (b) if the Recipient shall have failed to take action, satisfactory to the Bank, within six months after the effective date hereof, to carry out the activities listed in paragraph 1.2 of this Annex, (c) if the Bank has decided, at any time after consultation with the Recipient, to withdraw its support to the Activities; or (d) if the Recipient has withdrawn its request for the Bank's assistance in financing the Activities.



## Procurement

### Section I. Consultants' Services

#### Part A: General

Consultants' services shall be procured in accordance with the provisions of Sections I and IV of the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers", dated May 2004 (the Consultant Guidelines), paragraph 1 of Appendix 1 thereto, Appendix 2 thereto, and the following provisions of this Section.

#### Part B: Procedures for the Selection of Consultants

##### 1. Selection Based on Consultants' Qualifications

Services for social and environmental assessments, economic analysis, and Project validation under paragraphs 1.1 (c) (d) and (e) of the Annex estimated to cost less than US\$100,000 equivalent per contract may be procured under contracts awarded in accordance with the provisions of paragraphs 3.1 and 3.7 of the Consultant Guidelines.

##### 2. Individual Consultants

Services of individual consultants that meet the requirements set forth in paragraph 5.1 of the Consultant Guidelines shall be procured under contracts awarded in accordance with the provisions of paragraphs 5.1 through 5.3 of the Consultant Guidelines. Under the circumstances described in paragraph 5.4 of the Consultant Guidelines, such contracts may be awarded to individual consultants on a sole-source basis, subject to prior approval of the Bank.

#### Part C: Review by the Bank of the Selection of Consultants

##### 1. Selection Planning

A plan for the selection of consultants, which shall include contract cost estimates, contract packaging, and applicable selection criteria and procedures, shall be furnished to the Bank for its review and approval prior to the issuance to consultants of any requests for proposals. Such plan shall be updated every 6 months during the execution of the Activities, and each such updating shall be furnished to the Bank for its review and approval. Selection of all consultants' services shall be undertaken in accordance with such selection plan (as updated from time to time) as shall have been approved by the Bank.

##### 2. Prior Review

(a) With respect to each contract for the employment of consulting firms estimated to cost the equivalent of US\$50,000 or more, the procedures set forth in paragraphs 2, 3 and 5 of Appendix 1 to the Consultant Guidelines shall apply.

(b) With respect to each contract for the employment of individual consultants to be selected on a sole source basis, or estimated to cost the equivalent of US\$25,000 or more,

the report on the comparison of the qualifications and experience of candidates, the qualifications, experience and terms of reference and terms of employment of the consultants shall be furnished to the Bank for its prior review and approval. The contract shall be awarded only after said approval shall have been given. The provisions of paragraph 3 of Appendix 1 to the Consultant Guidelines shall also apply to such contracts.

3. Post Review

With respect to each contract not governed by paragraph 2 of this Part, the procedures set forth in paragraph 4 of Appendix 1 to the Consultant Guidelines shall apply.

**Special Account**

1. For the purposes of this Attachment:
  - (a) the term "eligible items" means the items set forth in the table in paragraph 4.2 of the Annex to this Letter Agreement;
  - (b) the term "eligible expenditures" means expenditures in respect of the reasonable cost of goods and services required for the Activities and to be financed out of the proceeds of the Grant; and
  - (c) the term "Authorized Allocation" means an amount equivalent to US\$75,000 to be withdrawn from the Grant Account and deposited into the Special Account pursuant to paragraph 3 (a) of this Attachment.
2. Payments out of the Special Account shall be made exclusively for eligible expenditures in accordance with the provisions of this Attachment.
3. After the Bank has received evidence satisfactory to it that the Special Account has been duly opened, withdrawals of the Authorized Allocation and subsequent withdrawals to replenish the Special Account shall be made as follows:
  - (a) The Recipient shall furnish to the Bank a request or requests for a deposit into the Special Account of an amount or amounts which do not exceed the aggregate amount of the Authorized Allocation. On the basis of such request or requests, the Bank shall, on behalf of the Recipient, withdraw from the Grant Account and deposit into the Special Account such amount or amounts as the Recipient shall have requested.
  - (b)
    - (i) For replenishment of the Special Account, the Recipient shall furnish to the Bank requests for deposits into the Special Account at such intervals as the Bank shall specify.
    - (ii) Prior to or at the time of each such request, the Recipient shall furnish to the Bank the documents and other evidence required pursuant to paragraph 4 of this Attachment for the payment or payments in respect of which replenishment is requested. On the basis of each such request, the Bank shall, on behalf of the Recipient, withdraw from the Grant Account and deposit into the Special Account such amount as the Recipient shall have requested and as shall have been shown by said documents and other evidence to have been paid out of the Special Account for eligible expenditures. All such deposits shall be withdrawn by the Bank from the Grant Account under the eligible item(s), and in the respective equivalent amounts, as shall have been justified by said documents and other evidence.
4. For each payment made by the Recipient out of the Special Account, the Recipient shall, at such time as the Bank shall reasonably request, furnish to the Bank such documents and other evidence showing that such payment was made exclusively for eligible expenditures.
5. Notwithstanding the provisions of paragraph 3 of this Attachment, the Bank shall not be required to make further deposits into the Special Account:

(a) if, at any time, the Bank shall have determined that all further withdrawals should be made by the Recipient directly from the Grant Account;

(b) if the Recipient shall have failed to furnish to the Bank, within the period of time specified in paragraph 5.1 (b) (ii) of the Annex to this Letter Agreement, any of the audit reports required to be furnished to the Bank pursuant to said paragraph in respect of the audit of the records and accounts for the Special Account;

(c) if, at any time, the Bank shall have notified the Recipient of its intention to suspend in whole or in part the right of the Recipient to make withdrawals from the Grant Account pursuant to the provisions of paragraph 6.1 of the Annex to this Letter Agreement; or

(d) once the total unwithdrawn amount of the Grant shall equal the equivalent of twice the amount of the Authorized Allocation.

Thereafter, withdrawals from the Grant Account of the remaining unwithdrawn amount of the Grant shall follow such procedures as the Bank shall specify by notice to the Recipient. Such further withdrawals shall be made only after and to the extent that the Bank shall have been satisfied that all such amounts remaining on deposit in the Special Account as of the date of such notice will be utilized in making payments for eligible expenditures.

6. (a) If the Bank shall have determined at any time that any payment out of the Special Account: (i) was made for an expenditure or in an amount not eligible pursuant to paragraph 2 of this Attachment; or (ii) was not justified by the evidence furnished to the Bank, the Recipient shall, promptly upon notice from the Bank: (A) provide such additional evidence as the Bank may request; or (B) deposit into the Special Account (or, if the Bank shall so request, refund to the Bank) an amount equal to the amount of such payment or the portion thereof not so eligible or justified. Unless the Bank shall otherwise agree, no further deposit by the Bank into the Special Account shall be made until the Recipient has provided such evidence or made such deposit or refund, as the case may be.

(b) If the Bank shall have determined at any time that any amount outstanding in the Special Account will not be required to cover further payments for eligible expenditures, the Recipient shall, promptly upon notice from the Bank, refund to the Bank such outstanding amount.

22. prosinac 2004.

Njegova Ekselencija  
Ivan Šuker  
Ministar financija  
Zagreb, Croatia

*Hrvatska: Japanska Darovnica za pripremu Projekta potpore  
obrazovnom sektoru*

**Darovnica br. PHRD TF053149**

Poštovani g. Ministre:

Pišem Vam u ime *Međunarodne banke za obnovu i razvoj* (Banka) kako bih naznačio suglasnost Banke, kao upravitelja sredstava darovnice koje daje Japan, na davanje darovnice u iznosu koji neće prelaziti sedam stotina šezdeset šest tisuća i sto pedeset dolara (\$766.150) (Darovnica) Republici Hrvatskoj (Primatelj).

Darovnica se daje temeljem Primateljevog zahtjeva za financijskom pomoći i u svrhu i pod uvjetima koji su utvrđeni u Dodatku ovom Pismu - Ugovoru. Primatelj izjavljuje, niže potvrđujući svoju suglasnost, da je ovlašten ugovoriti i povući Darovnicu u navedene svrhe i pod navedenim uvjetima.

Molim Vas da uzmete u obzir da je politika Banke učiniti dostupnim javnosti ovo Pismo – Ugovor i bilo koju informaciju koja se na njega odnosi, nakon što je ovo Pismo – Ugovor stupilo na snagu i Primatelj dao svoj pristanak na takvu obznanu. Primatelj, supotpisom ovog Pisma – Ugovora, potvrđuje suglasnost na takvu obznanu.

Molim Vas da u ime Primatelja potvrdite Vašu suglasnost s prethodno navedenim potpisom, datiranjem i vraćanjem priloženog primjerka ovog Pisma – Ugovora. Po primitku od strane Banke primjerka ovog Pisma - Ugovora kojeg ste vi supotpisali, ovo Pismo Ugovor stupit će na snagu danom supotpisa ugovora.

S poštovanjem,  
MEĐUNARODNA BANKA ZA OBNOVU I RAZVOJ

Zastupa \_\_\_\_\_  
Albert Martinez  
v.d. Voditelja ureda

SUGLASNI:

REPUBLIKA HRVATSKA

Zastupa \_\_\_\_\_  
Ime \_\_\_\_\_  
Funkcija \_\_\_\_\_  
Datum \_\_\_\_\_

## **Svrha i uvjeti Darovnice**

### **1. Svrha i aktivnosti**

1.1 Svrha Darovnice je pomoći Primatelju pripremu Projekta potpore obrazovnom sektoru (Projekt), koja ima za glavni cilj poboljšanje obrazovnog sustava u Hrvatskoj. Projekt će: (i) podržati rast vođen inovacijom i razvoj privatnog sektora; (ii) poboljšati pravednost i jednakog pristupa dobrom obrazovanju, (iii) pojačati efikasnost i odgovornost sektora. Aktivnosti (Aktivnosti) za koje se daje Darovnica su sljedeći:

a) Analiza reforme obrazovanja učitelja i nastavnika i profesionalnih razvojnih potreba

Pružanje tehničke pomoći u: (i) analizi potreba u dodiplomskom obrazovanju učitelja i nastavnika i profesionalnom razvoju učitelja i nastavnika, uključujući podučavanje djece sa posebnim potrebama i Roma; (ii) pripremi plana za opsežnu reformu obrazovanja učitelja i nastavnika u Hrvatskoj; (iii) potpori konzultacijama zainteresiranih; (iv) procjena i identificiranje financijskih potreba za Projekt implementacije plana, uključujući plan aktivnosti, rokove i troškove, kao i uvjeti angažmana za konzultante (procijenjen trošak koji odgovara (US\$148.700).

b) Dijagnostička analiza i plan kurikularne reforme općeg obrazovanja

Pružanje tehničke pomoći za reprogramiranje školskog kurikulumu za razrede od prvog do dvanaestog (procijenjen trošak koji odgovara US\$126.650).

c) Razvijanje strateškog okvira za evaluaciju ishoda obrazovanja

Pružanje tehničke pomoći za: (i) pripremu okvira za evaluaciju ishoda obrazovanja u Hrvatskoj; (ii) vođenje nacionalnih procjena koje uspostavljaju obrazovna dostignuća; (iii) stvaranje konsenzusa i konzultacije s zainteresiranima; (iv) uvjeti angažmana (procijenjen trošak koji odgovara US\$138.450).

d) Procjena upravljanja obrazovanjem i potrebe razvoja vodstva

Pružanje tehničke pomoći za procjenu tehničkih zahtjeva i potreba za profesionalnim razvojem za ojačanje obrazovnog upravljanja u MZOŠ, regionalna i lokalna obrazovna uprava, davanje prijedloga za razvoj i izrada prijedloga za sustav usavršavanja ravnatelja škola. Darovnicom će se financirati konzultacije zainteresiranih (dvije radionice za osoblje MZOŠ, regionalne i lokalne vlasti, ravnatelje škola i njihove zamjenike, te druge zainteresirane) i potpora u evaluaciji i prepoznavanju tehničkih i financijskih potreba za implementacijski plan, uključujući nacrt aktivnosti, rokove i trošak, kao i uvjete angažmana za konzultante (procijenjeni trošak jednak US\$141.825).

e) Upravljanje Timom za koordinaciju Darovnice i komuniciranje reforme obrazovanja

Pružanje tehničke pomoći, usavršavanja i savjetodavnih radionica radi (i) pripreme resornog priručnika za razumijevanje i upravljanje reformom obrazovanja u Hrvatskoj; (ii) pripreme smjernica politike MZOŠ s ciljem podizanja javne svijesti o

reformi i plan širenja informacija za navedeni Projekt; i (iii) potpore institucionalnoj procjeni MZOŠ i drugih relevantnih agencija koje se tiču njihove sposobnosti da upravljaju Projektom ustanovljavanjem financijskog sustava i sustava upravljanja informacijama za praćenje Projekta, uključujući pokazatelje učinka i plan nabave (procijenjeni trošak US\$162.275).

#### f) Druge studije

Upravljanje drugim studijama koje su potrebne za pripremu Projekta (procijenjeni trošak jednak US\$48.250).

## 2. O provedbi općenito

2.1. Primatelj, preko MZOŠ će: (a) provoditi aktivnosti s dužnom pažnjom i efikasnošću; (b) promptno osigurati financijska sredstva, sredstva, usluge i druge resurse potrebne za tu svrhu; (c) osigurati takve informacije koje se odnose na Aktivnosti i uporabu sredstava iz Darovnice koje će Banka razumno zahtijevati; (d) povremeno razmjenjivati mišljenja s predstavnicima Banke o napretku i rezultatima Aktivnosti; i (e) poduzeti sve nužne mjere koje su potrebne da bi Banka mogla vršiti posjete na području Hrvatske u svrhe koje se odnose na Darovnicu. Bez ograničenja u pogledu prethodno navedenog, Primatelj će, ako to Banka zatraži, pripremiti i dostaviti Banci odmah po okončanju Aktivnosti izvješće, u obliku i sadržaju koji će zadovoljavati Banku, o rezultatu i utjecajima Aktivnosti.

## 3. Nabava

3.1. Osim ako Banka ne pristane drugačije, nabava usluga konzultanata potrebnih za izvršavanje Aktivnosti i koje će se financirati iz sredstava Darovnice vršit će se prema odredbama Priloga I ovome Aneksu.

## 4. Povlačenje sredstava Darovnice

4.1. Iznos Darovnice doznačit će se na račun koji je otvoren kod Banke u njenim knjigama na ime Primatelja (Račun Darovnice), te ga Primatelj od tamo može povući u skladu s ovim Odjeljkom 4, za izdatke u pogledu razumnog troška roba i usluga potrebnih za Aktivnosti i koje će se financirati iz sredstava Darovnice.

4.2. Niže navedena tabela utvrđuje Kategorije stavaka koje će se financirati iz sredstava Darovnice, raspored iznosa Darovnica na svaku Kategoriju, te postotak izdataka za stavke koje će se tako financirati u svakoj Kategoriji:

Kategorija	Iznos Darovnice alociran (u US dolarima)	% Troškova koje treba financirati
(1) Konzultantske usluge	727.250	100%
(2) Usavršavanje, radionice i konzultacije zainteresiranih	38.900	100%
UKUPNO	766.150	

U svrhu ovog stavka: (a) pojam “usavršavanje” znači sam događaj usavršavanja, uključujući trošak prostorija, materijala i potrepština i trošak sudionika.

#### 4.3. Neovisno o odredbama gornjeg stavka 4.2:

(a) Neće biti povlačenja s Računa Darovnice: (i) za plaćanja učinjena za izdatke prije datuma potpisa ovog Pisma – Ugovora od strane Banke, osim povlačenja, koja u ukupnom iznosu ne prelaze US\$ 76.615 koja se mogu vršiti na temelju plaćanja učinjenih za izdatke prije tog datuma, ali nakon 20. travnja 2004. godine (ii) u svrhu bilo kakvog plaćanja fizičkim ili pravnim osobama, ili za bilo kakav uvoz roba, ako je takvo plaćanje ili uvoz, prema saznanju Banke, zabranjeno odlukom Vijeća sigurnosti Ujedinjenih naroda donesenom sukladno Poglavlju VII Povelje Ujedinjenih naroda;

(b) Neće biti povlačenja s Računa Darovnice nakon 23. lipnja 2005. godine, ili takvog kasnijeg datuma kojeg Banka može utvrditi putem obavijesti Primatelju (Datum Zatvaranja). Međutim, povlačenja se mogu vršiti nakon Datuma Zatvaranja za troškove koji su nastali prije Datuma Zatvaranja ako je Banka primila zahtjev za odgovarajuće povlačenje unutar četiri mjeseca nakon Datuma Zatvaranja, nakon kojeg vremena će bilo koji iznos Darovnice koji nije povučen s Računa Darovnice biti otkazan; i

(c) Ako će, prema mišljenju Banke, neki od iznosa Darovnice alociran na bilo koju od stavaka u gornjoj tabeli u stavku 4.2. biti nedostatan za financiranje izdataka za takvu stavku, Banka može, putem pisane obavijesti Primatelju, prerasporediti za takvu stavku iznos Darovnice alociran na drugu stavku za koju, prema mišljenju Banke, neće biti nužno da odgovara ostalim izdacima.

4.4. Kad Primatelj želi povući bilo koji iznos s Računa Darovnice, dostavit će Banci pisani zahtjev za povlačenje takvog iznosa u obliku kojeg utvrđuje Banka. Zahtjev za povlačenje će biti: (a) potpisan u ime Primatelja od strane Ministra financija, ili takve druge osobe koju će on ili ona ovlastiti pisanim putem; i (b) popraćen takvih dokazom koji podržava zahtjev i kojeg će Banka će razumno tražiti. Potvrđeni uzorci potpisa osobe ovlaštene na potpis zahtjeva za povlačenje dat će se s prvom prijavom koja će nositi njegov ili njezin potpis. Svaki zahtjev za povlačenje iznosa Darovnice i dokaz koji ga podupire mora biti dostatan u obliku i sadržajem zadovoljiti Banku da je Primatelj ovlašten povlačiti takav iznos s Računa Darovnice i da će takav iznos biti korišten u izvršavanju Aktivnosti. Banka će platiti iznose koje Primatelj povlači s Računa Darovnice jedino Primatelju ili na nalog Primatelja.



4.5. Povlačenje sredstava Darovnice učinit će se u valuti Darovnice. Banka, na zahtjev Primatelja i djelujući kao agent Primatelja, kupit će valutom Darovnice koju je povukla s Računa Darovnice takve valute koje će biti potrebne za plaćanje izdataka koje je potrebno financirati sredstvima Darovnice. Kada god bude potrebno, za potrebe ovog Pisma – Ugovora, utvrditi vrijednost jedne valute u odnosu na drugu, takvu vrijednost će razumno utvrditi Banka.

4.6. Banka može zatražiti da se povlačenja s Računa Darovnice vrše temeljem troškovnika za izdatke iz ugovora za: (a) usluge konzultantskih tvrtki koje koštaju manje od ekvivalenta US\$50.000; (b) usluge pojedinih konzultanata koje koštaju manje od ekvivalenta US\$25.000; sve pod uvjetima koje Banka može utvrditi temeljem obavijesti Primatelju.

4.7. Radi olakšavanja izvršavanja Aktivnosti, Primatelj može otvoriti i držati u dolarima poseban račun za polog (Poseban Račun) u komercijalnoj banci pod uvjetima koji zadovoljavaju Banku, uključujući odgovarajuću zaštitu od prijeboja, zapljene ili ovrhe. Polozi na i plaćanja s Posebnog Računa vršit će se u skladu s odredbama Priloga II ovom Aneksu.

## 5. Računi i revizije

5.1. (a) Primatelj će održavati ili osigurati da se održava sustav financijskog upravljanja, uključujući knjige i račune, i pripreme financijska izvješća u skladu s konzistentno prihvaćenim računovodstvenim standardima prihvatljivim Banci, koji adekvatno odražavaju poslovanje, sredstva i izdatke koji se odnose na Aktivnosti.

(b) Primatelj će: (i) s početkom u fiskalnoj godini u kojoj Darovnica stupa na snagu i uključujući fiskalnu godinu u kojoj se vrši zadnje povlačenje s Računa Darovnice, imati financijska izvješća navedena u gornjem podstavku (a) za svaku fiskalnu godinu ili drugo razdoblje na koje Banka pristane, revidirana, u skladu s konzistentno primijenjenim revizorskim standardima, prihvatljivima Banci, od strane neovisnih revizora prihvatljivih Banci; (ii) dostaviti Banci čim budu dostupni, ali niti u kojem slučaju ne kasnije od šest mjeseci nakon kraja svake godine ili takvog drugog razdoblja na koji Banka pristane, (A) ovjerene kopije financijskih izvješća koja se navode u gornjem podstavku (a) za takvu godinu ili takvo drugo razdoblje na koje Banka pristane, revidirane na taj način, i (B) mišljenje o takvim izvješćima od strane navedenih revizora, u opsegu i detaljima koji zadovoljavaju Banku; i (iii) dostavi Banci takve druge informacije koje se odnose na takve knjige i račune i revizije takvih financijskih izvješća, i koji se odnose na navedene revizore, koje Banka razumno zatraži.

(c) Za sve izdatke u odnosu na koje su se vršila povlačenja s Računa Darovnice na temelju troškovnika, Primatelj će: (i) zadržati, barem jednu godinu nakon što je Banka primila izvješće revizora za ili koje obuhvaća fiskalnu godinu u kojoj je izvršeno zadnje povlačenje s Računa Darovnice, sve knjige (ugovore, narudžbe, račune, fakture, obračune i druge isprave) koji dokazuju takve izdatke; i (iii) osigurati da takvi troškovnici budu uključeni u reviziju za svaku fiskalnu godinu, ili drugo razdoblje na koje Banka pristane, navedeno gore u podstavku (b).

## 6. Obustava i otkazivanje

6.1. Banka može u bilo koje doba, putem obavijesti Primatelju, obustaviti pravo Primatelja na daljnja povlačenja s Računa Darovnice u slučaju da se bilo koji od sljedećih događaja dese i traju: (a) Primatelj nije uspio izvršiti bilo koju od svojih obveza koje su ovdje opisane; ili (b) pravo Primatelja, ili bilo koje druge pravne osobe kojoj je Banka dala zajam uz jamstvo Primatelja, da vrši povlačenje prema bilo kojem ugovoru o zajmu s Bankom bude obustavljeno.

6.2. Banka može, temeljem pisane obavijesti Primatelju, ukinuti pravo Primatelja da traži daljnja povlačenja s Računa Darovnice: (a) u bilo koje doba nakon što je pravo Primatelja da povlači sredstva s Računa Darovnice obustavljeno temeljem odredaba gornjeg stavka 6.1; ili (b) ako Primatelj propusti poduzeti radnju koja zadovoljava Banku, u roku od šest mjeseci od stupanja na snagu ove isprave, radi izvršavanja aktivnosti navedenih u stavku 1.2 ovog Aneksa, (c) ako je Banka odlučila, u bilo koje doba nakon konzultacije s Primateljem, prekinuti svoju potporu Aktivnostima; ili (d) Primatelj je povukao svoj zahtjev Banci za pomoć u financiranju Aktivnosti.

## Nabava

### Odjeljak I. Usluge konzultanata

#### Dio A: Opće

Usluge konzultanata nabavljat će se sukladno odredbama Odjeljaka I i IV "Smjernica: Odabir i angažiranje konzultanata od strane zajmoprimaca Svjetske banke", iz svibnja 2004 (Konzultantske smjernice), stavak 1. njihovog Dodatka 1, njihov Dodatak 2, i sljedećih odredaba ovog Odjeljka.

#### Dio B: Postupci za odabir konzultanata

##### 1. Odabir utemeljen na kvalifikacijama konzultanata

Usluge za socijalnu i ekološku procjenu, ekonomske analize i potvrđivanje Projekta prema stavcima 1.1. (c) (d) i (e) Aneksa procijenjene da koštaju manje od ekvivalenta US\$100,000 po ugovoru mogu se nabavljati ugovorima dodijeljenim u skladu s odredbama stavaka 3.1 i 3.7 Konzultantskih smjernica.

##### 2. Individualni konzultanti

Usluge individualnih konzultanata koje odgovaraju zahtjevima utvrđenim u stavku 5.1 Konzultantskih smjernica nabavljat će se ugovorima dodijeljenim sukladno odredbama stavaka 5.1 do 5.3 Konzultantskih Smjernica. Pod okolnostima opisanim u stavku 5.4 Konzultantskih smjernica, takvi ugovori mogu se dodijeliti individualnim konzultantima po osnovi jedinog izvora, uz prethodno odobrenje Banke.

#### Dio C: Pregled odabranih konzultanata od strane Banke

##### 1. Planiranje odabira

Plan za odabir konzultanata koji će uključivati procjenu troškova ugovora, paket ugovora i primjenjive kriterije odabira i postupaka dostavit će se Banci na pregled i odobrenje prije davanja konzultantima bilo kakvih zahtjeva za prijedloge. Takav plan će se ažurirati svakih 6 mjeseci za vrijeme izvršenja takvih Aktivnosti, te će se svako takvo ažuriranje dostavljati Banci na pregled i odobrenje. Odabir usluga svih konzultanata vršit će se sukladno takvom planu odabira (ažuriran s vremena na vrijeme) kako je odobren od strane Banke.

##### 2. Prethodan pregled

(a) Na svaki ugovor za angažiranje konzultantskih tvrtki čiji procijenjeni trošak je ekvivalent US\$50.000 ili više primjenjivat će se postupci navedeni u stavcima 2,3 i 5 Dodatka 1 Konzultantskim smjernicama.

(b) Obzirom na svaki ugovor za zapošljavanje pojedinačnih konzultanta koji se biraju po osnovi jedinog izvora, ili procijenjeni trošak kojih je ekvivalent US\$25.000 ili više, izvješće o usporedbi kvalifikacijama i uvjetima za angažman i uvjetima angažiranja konzultanata dostavit će se Banci na njen prethodan pregled i odobrenje. Ugovor će se dodijeliti tek nakon davanja navedenog odobrenja. Odredbe stavka 3. Dodatka 1 Konzultantskim smjericama također će se primjenjivati na takve ugovore.

### 3. Nakon pregleda

U odnosu na svaki ugovor na koji se ne primjenjuje stavak 2 ovog Dijela, primjenjivat će se postupci navedeni u stavku 4. Dodatka 1 Konzultantskim smjericama.

**Poseban Račun**

1. Za potrebe ovog Priloga:

(a) izraz "dozvoljene stavke" znači stavke navedene u tabeli u stavku 4.2 Aneksa ovom Pismu - Ugovoru;

(b) izraz "dozvoljeni izdaci" znači izdaci u pogledu razumnih troškova roba i usluga potrebnih za Aktivnosti i koji će se financirati iz sredstava Darovnice; i

(c) izraz "Dozvoljena Alokacija" znači iznos jednak US\$75.000 koji se povlači s Računa Darovnice i polaže na Poseban Račun sukladno stavku 3 (a) ovog Priloga.

2. Plaćanja s Posebnog Računa vršit će se isključivo za dozvoljene račune sukladno odredbama ovog Priloga.

3. Nakon što Banka primi dokaz koji je zadovoljava da je Poseban Račun valjano otvoren, povlačenja Dozvoljene Alokacije i naknadna povlačenja za nadopunu Posebnog Računa vršit će se kako slijedi:

(a) Primatelj će dostaviti Banci zahtjev ili zahtjeve za polog na poseban Račun iznosa koji ne prelaze ukupan iznos Dozvoljene Alokacije. Na temelju takvog zahtjeva ili temeljem više zahtjeva, Banka će, u ime Primatelja, povući s Računa Darovnice i položiti na Poseban Račun takav iznos ili iznose koje Primatelj zatraži.

(b) (i) Za nadopunu Posebnog Računa, Primatelj će dostaviti Banci zahtjeve za pologe na Poseban Račun u takvim intervalima koje će Banka specificirati.

(ii) Prije ili u vrijeme svakog takvog zahtjeva, Primatelj će dostaviti Banci takve isprave i druge dokaze potrebne prema stavku 4. ovog Priloga za plaćanje ili plaćanja za koja je zatražena nadopuna. Temeljem svakog takvog zahtjeva, Banka će, za Primatelja, povući s Računa Darovnice i položiti na Poseban Račun takav iznos kojeg Primatelj zatraži i za kojeg se navedenim ispravama i drugim dokazom pokaže da je plaćen s Posebnog Računa za dozvoljene izdatke. Svi takvi polozi povlačit će se od strane Banke s Računa Darovnice prema dozvoljenoj stavci (stavkama) i u odnosnim ekvivalentnim iznosima kako je navedeno u navedenim ispravama ili drugom dokazu.

4. Za svako plaćanje koje Primatelj učini s Posebnog Računa Primatelj će, u roku kojeg Banka razumno zatraži, dostaviti Banci takve isprave i drugi dokaz koji pokazuju da je takvo plaćanje učinjeno isključivo za dozvoljene izdatke.

5. Neovisno od odredaba stavka 3 ovog Priloga, Banka neće biti obvezna davati daljnje pologe na Poseban Račun:

(a) ako u bilo koje doba Banka utvrdi da bi Primatelj trebao vršiti sva buduća povlačenja izravno s Računa Darovnice;

(b) ako Primatelj propusti dostaviti Banci, u roku koji je utvrđen u stavku 5.1 (b) (ii) Aneksa ovog Pisma – Ugovora bilo koje od izvješća revizije koje treba dostaviti Banci prema navedenom stavku glede revizije knjiga i računa za Poseban Račun;

(c) ako, u bilo koje doba, Banka obavijesti Primatelja o svojoj namjeri da odgodi u cijelosti ili u dijelu pravo Primatelja da povlači sredstva s Računa Darovnice prema stavku 6.1 Aneksa ovom Pismu - Ugovoru; ili

(d) kada ukupni nepovučeni iznos Darovnice bude jednak dvostrukom iznosu Dopuštene Alokacije.

Nakon toga, povlačenja s Računa Darovnice preostalog nepovučenog iznosa Darovnice vršit će se prema procedurama koje će Banka priopćiti Primatelju. Takva daljnja povlačenja vršit će se jedino nakon i u mjeri u kojoj Banka bude zadovoljna da će svi takvi iznosi koji preostaju na pologu na Posebnom Računu na datum takve obavijesti biti iskorišteni za plaćanja za dozvoljene izdatke.

6. (a) Ukoliko Banka utvrdi u bilo koje doba da je neko plaćanje s Posebnog Računa: (i) učinjeno za neki izdatak ili u iznosu koji nije dozvoljen prema stavku 2 ovog Priloga; ili (ii) nije opravdano dokazom koji je dostavljen Banci, Primatelj će, odmah po obavijesti Banke: (A) osigurati takve dodatne dokaze koje Banka može zatražiti; ili (B) položiti na Poseban Račun (ili, ako Banka to zatraži, vratiti banci) iznos jednak iznosu takvog plaćanja ili njegovom dijelu koji nije dozvoljen ili opravdan. Osim ako Banka ne pristane drugačije, Banka neće stavljati daljnje pologe na Poseban Račun dok Primatelj ne da takav dokaz ili ne da takav polog, ovisno o slučaju.

(b) Ukoliko Banka utvrdi u bilo koje doba da bilo koji iznos koji je preostao na Posebnom Računu nije potreban za daljnja plaćanja za dopuštene izdatke, Primatelj će, odmah po obavijesti Banke, vratiti takav preostali iznos Banci.

### Članak 3.

Za izvršenje Ugovora iz članka 1. ove Uredbe nadležno je Ministarstvo znanosti, obrazovanja i športa koje je korisnik sredstava Darovnice.

### Članak 4.

Ugovor iz članka 1. ove Uredbe stupio je na snagu 22. prosinca 2004. godine.

### Članak 5.

Ova Uredba stupa na snagu danom objave u Narodnim novinama.

Klasa:

Urbroj:

Zagreb \_\_\_\_\_

Predsjednik Vlade RH

dr. sc. Ivo Sanader