Loan Agreement

(Justice for Business Project)

between

REPUBLIC OF CROATIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
LOAN AGREEMENT

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — LOAN

2.01. The Bank agrees to lend to the Borrower the amount of one hundred million Euro (€100,000,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing the Parts 1, 2.1, 2.2, 2.3 and 3.1 of the project described in Schedule 1 to this Agreement ("Project").

2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.

2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.

2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.

2.05. The interest rate is the Reference Rate plus the Fixed Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.

2.06. The Payment Dates are May 15 and November 15 in each year.

2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROJECT

3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out Part 1.1 of the Project through the MOEEC, Part 1.2 of the Project through the MOCPP, Part 3.2 (a) through MOEEC and MOCPP respectively, and Parts 2, 3.1 and 3.2 (b) of the Project through MOJ, all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.
ARTICLE IV — REMEDIES OF THE BANK

4.01. The Additional Event of Suspension consists of the following, namely that the Borrower's Courts Act and Courts Areas and Seats Act shall have been amended, suspended, abrogated, repealed or waived so as to affect, materially and adversely, in the opinion of the Bank, the ability of the Borrower to carry out the Project.

4.02. The Additional Event of Acceleration consists of the following, namely that the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of 60 days after notice of the event has been given by the Bank to the Borrower.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Condition of Effectiveness consists of the following, namely that the Borrower has established a Project Implementation Unit (PIU) under terms, conditions, composition, functions, and resources satisfactory to the Bank.

5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Borrower's Representative is the Minister in charge of finance.

6.02. For purposes of Section 10.01 of the General Conditions the Borrower’s address is:

    Ministry of Finance
    Katanciceva 5
    10000 Zagreb
    Republic of Croatia

    Facsimile: (385-1) 4922-598

6.03. For purposes of Section 10.01 of the General Conditions: (a) the Bank’s address is:

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

    (b) the Bank’s Electronic Address is:

    Facsimile: 1-202-477-6391
AGREED as of the Signature Date.

REPUBLIC OF CROATIA

By

Authorized Representative

Name: ZBANOČKO MALIĆ
Title: DEPUTY PRIME MINISTER AND MINISTER OF FINANCE
Date: 15 APRIL 2020

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

Authorized Representative

Elisabetta Capannelli
Title: Country Manager
Date: 14-Apr-2020
SCHEDULE 1

Project Description

The objective of the Project is to improve the business regulatory procedures and justice service standards for businesses and citizens.

The Project consists of the following parts:

Part 1 – Reducing the administrative burden for businesses to interact with government

1. Provision of financing of payments for Eligible Expenditure Programs (EEPs) to support the simplification and automatization of procedures to start and operate a business in the Borrower’s territory, through the carrying out of the following activities:

   (a) Implementing and expanding a single digital window to enable a one-stop-shop online registration of and key changes to Limited Liability Companies (LLCs) established in the Borrower’s territory.

   (b) Online publishing and consolidating of licensing requirements to start a business activity in the Borrower’s territory and digitalization of selected licenses procedures.

2. Provision of financing of payments for EEPs to support the simplification of construction permitting and improve availability of construction services, through:

   (a) The expanded use of E-Dozvola.

   (b) Simplification of the requirements for the provision of professional services in the construction sector.

Part 2 – Improving justice services for businesses and citizens

1. Provision of financing of payments for EEPs to support the expanded use of electronic services in the justice sector by justice sector users and interested stakeholders, including e-communication systems and the use of an integrated court management system (ICMS) by courts.

2. Provision of financing of payments for EEPs to support the reduction of: (a) the judiciary courts’ backlog of pending cases older than 10 years; and (b) the Disposition Time for the issuance of judicial decisions in cases before commercial courts, all through the adoption of procedural regulatory reforms, case management improvements, and facilitating access to management tools.

3. Provision of technical assistance, Training, goods and works to rehabilitate and upgrade selected judicial court facilities in Zagreb, Vinkovci, Kutina and Varazdin for better court
performance and user experience, including, as applicable, aspects related to: (a) standardized spaces for judges and courts; (b) user access and public spaces including separate circulation where feasible, and waiting areas for victims and court personnel; (c) inclusive design focused on gender aspects and people with disabilities; (d) environmentally friendly designs and features, including adoption of energy efficiency standards, waste and recycling management systems; (e) extensive use of information technology support systems for automated operations of the building and judicial services; and (f) security and safety standards and procedures for both internal and exterior areas and the use of safety related equipment as necessary.

4. Provision of technical assistance to strengthen public investment management practices on the judiciary to optimize infrastructure spending.

Part 3: Project Management

1. Provision of goods, technical assistance, Training, and Operating Costs to support the PIU in the overall day-to-day implementation of the Project, including procurement, financial management, monitoring, and evaluation, carrying out of audits, safeguards and carrying out of engagement surveys.

2. Provision of additional technical assistance to provide advisory services for the implementation of the Project in areas related to: (a) reducing the administrative burden for businesses to interact with government; and (b) improving justice services for businesses and citizens; as further elaborated in the Project Operations Manual.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Without limitation to the provisions of Article V of the General Conditions, and except as the Bank shall otherwise agree, the Borrower shall:

   (a) maintain at all times during the implementation of the Project, a PIU, within the MOJ, with composition, resources, terms of reference and functions acceptable to the Bank. The PIU shall be responsible for the day-to-day implementation of the Project including disbursement, procurement, monitoring and evaluation, reporting, carrying out engagement surveys, and ensuring safeguards compliance under the Project as further elaborated in the Project Operations Manual; and

   (b) establish by not later than three months following the Effective Date and thereafter maintain at all times during the implementation of the Project, a high-level Steering Committee, with composition, resources, terms of reference and functions acceptable to the Bank. The Steering Committee shall be responsible for providing strategic guidance, overall oversight of the Project and coordination and monitoring of the Project led initiatives and reforms among the various ministries and agencies involved in the implementation of the Project.

2. The Borrower shall by not later than 2 months following the Effective Date appoint the focal points within: (a) the MOEEC to support the implementation of Part 1.1 of the Project; (b) the MCPP to support the implementation of Part 1.2 of the Project; and (c) the MOJ to support the implementation of Parts 2 and 3.1 of the Project, all under terms of reference and functions acceptable to the Bank, and in line with the POM.

B. Project Operations Manual

1. The Borrower, through the PIU, shall adopt not later than two (2) months after the Effective Date, and thereafter carry out the Project, in accordance with a manual ("Project Operations Manual" or "POM"), satisfactory to the Bank, which shall include the rules, methods, guidelines, standard documents and procedures for the carrying out of the Project, including the following: (a) the detailed description of the Project activities and the institutional arrangements of the Project; (b) the description of DLIs and the criteria, detailed rules and procedures for DLIs implementation and monitoring; (c) the DLI Verification Protocols; (d) the Project accounting, auditing, reporting, financial, procurement and disbursement procedures; (e) the monitoring indicators for the Project; and (f) the detailed Project costs and financing.

2. The POM may not be assigned, amended, abrogated or waived, or permitted to be assigned, amended, abrogated or waived, or any provision thereof, in a manner which, in the opinion
of the Bank, may materially and adversely affect the implementation of the Project. The POM may only be amended in consultation with, and after approval of, the Bank. In case of any conflict between the terms of the POM and those of this Agreement, the terms of this Agreement shall prevail.

C. Annual Work Plan and Budget

The Borrower, through PIU, shall:

(a) unless otherwise agreed with the Bank, prepare and furnish to the Bank not later than October 15 of each year during the implementation of the Project, starting in 2020 a proposed Annual Work Plan and Budget for the next calendar year containing: (i) all activities to be carried out under the Project during that calendar year; and (ii) a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing; and

(b) provide the Bank a reasonable opportunity to exchange views with the Borrower on each such proposed Annual Work Plan and Budget, and shall thereafter ensure that the Project is implemented with due diligence during said following year, in accordance with such Annual Work Plan and Budget as shall have been approved by the Bank; and not make or allow to be made any change to the approved Annual Work Plan and Budget without the Bank’s prior written approval.

D. Environmental and Social Standards

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

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

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

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

(c) policies, procedures and qualified staff are maintained to enable it to implement the ESCP, as further specified in the ESCP; and

(d) the ESCP or any provision thereof, is not amended, revised or waived, except as the Bank shall otherwise agree in writing and the Borrower has, thereafter, disclosed the revised ESCP.

In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
3. The Borrower, through the PIU, shall:
   
   (a) take all measures necessary on its part to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the management tools and instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

   (b) promptly notify the Bank of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the instruments referenced therein and the Environmental and Social Standards.

4. The Borrower, through the PIU, shall maintain and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Bank, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Bank.

Section II. Project Monitoring Reporting and Evaluation

The Borrower, through the PIU, shall furnish to the Bank each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of Loan Proceeds

A. General

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

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in Euro)</th>
<th>Percentage of Expenditures to be financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) EEP under Parts 1, 2.1 and 2.2 of the Project</td>
<td>50,000,000</td>
<td>Up to 100% subject to the provisions of Part B of this Section</td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for:

   (a) payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed twenty million Euro (€20,000,000) may be made for payments made prior to this date but on or after February 1, 2020, for Eligible Expenditures under Category (2); or

   (b) for payments made under Category (1) unless: (i) the Borrower, through the PIU, has furnished evidence, in form and substance satisfactory to the Bank, of EEPs incurred, as presented in the corresponding EEPs Spending Report; and (ii) the Bank has determined, on the basis of the evidence furnished by the Borrower, through the PIU, as set forth in the Verification Protocols, that the DLIs, as set forth in the Schedule 4 to this Agreement, have been satisfactorily achieved, as further elaborated in the POM and in the Disbursement and Financial Information Letter.

2. Notwithstanding the provisions of paragraphs B.1(b) of this Section, if the Bank is not satisfied that a DLI, as set forth in Schedule 4 to this Agreement, under Category (1) has been achieved, or partially achieved, the Bank may at any time, and by notice to the Borrower, through the PIU, decide, in its sole discretion, to:

   (a) In respect of Scalable DLIs:

      (i) authorize that the withdrawal of a reduced amount of the unwithdrawn proceeds of the Loan allocated to the Scalable DLI which, in the opinion of the Bank, corresponds to the degree of achievement of said Scalable DLI calculated as set forth in the Verification Protocols;

      (ii) authorize that the unwithdrawn amount corresponding to the portion of the allocated amount not disbursed due to partial achievement of any Scalable DLI be carried forward to the immediately subsequent withdrawal, pending further achievement of the respective Scalable DLI; or

      (iii) cancel all or a portion of the proceeds of the Loan then allocated to said Scalable DLI.

   (b) In respect of any DLI which is not a Scalable DLI:
(i) withhold the unwithdrawn proceeds of the Loan then allocated to said DLI until the Bank is satisfied that said DLI has been fully achieved; or

(ii) (A) at the Borrower’s request, through the PIU, and providing there is a justification acceptable to the Bank, reallocate all or a portion of the proceeds of the Loan then allocated to said DLI to any other DLI; (B) adjust or replace said DLI for another DLI; or (C) cancel all or a portion of the proceeds of the Loan then allocated to said DLI.

2. The Closing Date is June 30, 2025.
SCHEDULE 3

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

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Installment Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each May 15 and November 15</td>
<td>10%</td>
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<tr>
<td>Beginning May 15, 2025, through November 15, 2029</td>
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</tbody>
</table>
### Part 1: Reducing the administrative burden for businesses to interact with Government

<table>
<thead>
<tr>
<th>Objectives</th>
<th>Scalability</th>
<th>2020 In million euros</th>
<th>2021 In million euros</th>
<th>2022 In million euros</th>
<th>2023 In million euros</th>
<th>2024 In million euros</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DLI 1</strong>: Implementation of a single digital window for LLCs</td>
<td>Not scalable</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A single digital window enables completion of all the formalities required by the 5 agencies (Commercial Court Registry, Tax Administration, Statistics, Pension and Health Insurance) to start an LLC, through a single application form, either online, or through FINA physical access points.</td>
<td></td>
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<tr>
<td>The data of LLCs registered through the court registry physical access points will be automatically made available to the single digital window.</td>
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<td></td>
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<tr>
<td>2.0</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The data of LLCs registered through the court registry</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>A single digital window, which can be accessed from different entry points, is the only system for the completion of all the formalities required by the 5 agencies (Commercial Court Registry, Tax Administration, Statistics, Pension and Health Insurance) to start an LLC and registration of at least five types of changes.</td>
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<td></td>
<td></td>
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<tr>
<td>8.0</td>
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</tbody>
</table>

*(Calendar years of completion of DLIs are indicative; DLIs may be achieved prior to the expected completion date set out in Schedule IV or after said date.)*
| DLI 2: Licensing requirements are published online, and selected licenses are digitalized | scalable | A horizontal business process management tool enabling automation of licensing is integrated into the E-Government Infrastructure. | 2.0 | An online information portal with licensing requirements is operational; and licensing for 15 business activities is digitalized and transactional. | 3.0 |
| DLI 3a: Simplifying construction permitting | not scalable | E-Dozvola platform is fully operational; (b) an action plan for the simplification of construction permitting procedures is adopted by the inter-ministerial Working Group for Improvement of Business Environment | 2.0 | E-Dozvola platform reflects simplified construction permitting procedures and is upgraded to include the “E-Construction Logbook” and issuance of the use permit | 5.0 |
| DLI 3b: Simplifying the requirements for the provision of professional services in the construction sector. | Scalable | At least one requirement for each of the two professions in the construction sector is simplified. | 1.0 | At least one requirement for each of the four additional professions in the construction sector is simplified. | 2.0 |
| Part 2: Improving justice services for businesses | | | | | |
| DLI 4: Increased uptake of e-Justice tools | not scalable | At least nineteen municipal courts use the e-communication system and the The high Administrative Court is connected to | | | |
following courts are connected to ICMS:
(a) All misdemeanor departments at municipal courts, (b) municipal misdemeanor court in Zagreb and Split, and (c) High Misdemeanor Court.

2.0

ICMS; and at least nine additional municipal courts use the e-communication system.

The four (4) Administrative Courts are connected to ICMS

3.0

| DLI 5: Reduction of court backlog of cases older than 10 years | scalable | 10 percent net reduction with respect to the baseline of 9,131 cases. | 4.0 | 20 percent net reduction with respect to the baseline of 9,131 cases. | 4.0 | 30 percent net reduction with respect to the baseline of 9,131 cases. | 2.0 |
|---|---|---|---|---|---|---|

| DLI 6: Reduction of Disposition Time for the issuance of judicial decisions in cases before commercial courts. | scalable | 284 days representing a 11 percent reduction from the baseline of 320 days. | 4.0 | 240 days representing a 25 percent reduction from the baseline of 320 days. | 6.0 |
APPENDIX

Definitions

1. “Annual Work Plan and Budget” means the work plan and budget prepared annually by the Borrower and approved by the Borrower in accordance with Section LC of Schedule 2 to this Agreement; “Annual Work Plans and Budgets” means more than one such Annual Work Plan and Budget.

2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.

3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

4. “Courts Act” means the Borrower’s law on organization of the courts in Croatia and their administration, internal organization and jurisdictions, pursuant to the Official Gazette (OG), 28/13; OG 33/15; OG 82/15; OG 67/18; OG 126/2019.

5. “Courts Areas and Seats Act” means the Borrower’s law establishing county, municipal, commercial and administrative courts and determining the areas of their jurisdiction and the way in which they will operate, pursuant to the OG 67/18.

6. “Disbursement-Linked Indicators” or “DLIs” means the set of indicators set forth in Schedule 4 to this Agreement, and for which the operational definitions and respective verification mechanisms are included in the Verification Protocols and in Project Operations Manual (as defined hereinafter).

7. “Disposition Time” means the ratio between the number of unresolved cases during the observed calendar year and the number of resolved cases at the end of the calendar year. The ratio measures how frequently commercial courts turn over the cases received on the basis of projections. (365/Case Turnover Ratio (Case Turnover Ratio= Number of Resolved cases/number of unresolved cases)).

8. “E-Dozvola” means a single information system of the MOCPP (as defined hereinafter) to issue construction permits and perform related procedures pursuant to the Borrower’s Physical Planning Act published in the OG (OG 153/13; OG 65/17; OG 114/18; OG 39/19; OG 98/19) and Building Act published in the OG (OG 153/13; OG 20/17; OG 39/19; OG 125/19).

9. “EEPs Spending Report” means the report prepared by the Borrower, through the PIU (as defined hereinafter), in accordance with the Disbursement and Financial Information Letter and set forth in the POM (as defined hereinafter), on the spending status of the EEPs.
10. “E-justice tools” means the set of automated platforms and information systems provided by the MOJ (as defined hereinafter) in Croatia to support the work of the judicial sector in the Borrower’s territory.

11. “Eligible Expenditure Programs” or “EEPs” means a set of defined expenditures, acceptable to the Bank which are related to transfers to the Borrower for payment of non-procurable expenditures related to the activities under Parts 1, 2.1 and 2.2 of the Project, as further described in the Disbursement and Financial Information Letter and in the POM (as defined hereinafter) (and these expenditures constitute a subset of the Eligible Expenditures defined in the General Conditions).

12. “Environmental and Social Commitment Plan” or “ESCP” means the Borrower’s environmental and social commitment plan, acceptable to the Bank, dated February 12, 2020, which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Project, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written agreement of the Bank, and such term includes any annexes or schedules to such plan.


17. “LLC” means the limited liability Company (including in its simplified form), established in the Borrower’s territory pursuant to the Borrower’s Companies Act published in the OG 40/19.

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18. “Ministry of Construction and Physical Plan” or “MOCPP” means the Borrower’s Ministry of Construction and Physical Planning, or any successor thereto acceptable to the Bank.

19. “Ministry of Economy, Entrepreneurship and Craft” or “MOEEC” means the Borrower’s Ministry of Economy, Entrepreneurship and Craft or any successor thereto acceptable to the Bank.

20. “Ministry of Finance” or “MOF” means the Borrower’s Ministry of Finance, or any successor thereto acceptable to the Bank.

21. “Ministry of Justice” or “MOJ” means the Borrower’s Ministry of Justice, or any successor thereto acceptable to the Bank.

22. “Operating Costs” means expenditures incurred by the Borrower on account of the Project implementation including for office supplies, utilities, bank charges, communication tools, advertisement fees, translation and interpretation services, car rental and fuel costs, office rental and maintenance, moving expenses, equipment insurance, maintenance and repair, printing and publications, travel per diem allowances and accommodation costs for PIU staff, and salaries for PIU staff, including social charges, but excluding salaries for the Borrower’s civil servants.

23. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.

24. “Project Operations Manual” or “PoM” means the Borrower’s manual prepared by the Borrower, through the PIU, referred to in Section 1.B of Schedule 2 to this Agreement, as said manual may be amended from time to time by the Borrower, through the PIU, with the agreement of the Bank.

25. “Scalable DLIs” means DLIs 2, 3(b), 5 and 6 set forth in Schedule 4 to this Agreement, which, in case of non-achievement, or partial achievement thereof, may be disbursed proportionally to its degree of achievement and carried forward to a subsequent withdrawal period as set forth in Section III.B.2 (a) of Schedule 2 to this Agreement.

26. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.

27. “Steering Committee” means the committee to be established for the Project by the Borrower in accordance with Section 1.A, paragraph (b) of Schedule 2 to this Agreement.

28. “Training” means the Project related study tours, training courses, seminars, workshops and other training activities, including costs of training materials, space and equipment rental, travel, accommodation and per diem costs of trainees and trainers, trainers’ fees, and other training related miscellaneous costs.
29. "Verification Protocols" means the set of protocols setting forth the actions and mechanisms required for verification of DLIs, prepared by the Borrower through the PIU and agreed with the Bank, and included in the POM and in the Disbursement and Financial Information Letter, as the same may be amended from time to time with the agreement of the Bank.