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**LOAN NUMBER 8021-HR**

# **Loan Agreement**

**(European Union Natura 2000 Integration Project)**

**between**

**REPUBLIC OF CROATIA**

**and**

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT**

**Dated February 22, 2011**

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**LOAN NUMBER 8021-HR**

**LOAN AGREEMENT**

Agreement dated February 22, 2011, between REPUBLIC OF CROATIA (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank hereby agree as follows:

**ARTICLE I - GENERAL CONDITIONS; DEFINITIONS**

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

**ARTICLE II - LOAN**

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of twenty million and eight hundred thousand Euro (EURO 20,800,000) (“Loan”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The interest payable by the Borrower for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Fixed Spread. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty (30) days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02 (e) of the General Conditions.
- 2.05. The Payment Dates are May 15 and November 15 in each year.
- 2.06. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in 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 the Project, through MOC in accordance with the provisions of Article V of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**ARTICLE IV - EFFECTIVENESS; TERMINATION**

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

**ARTICLE V - REPRESENTATIVE; ADDRESSES**

- 5.01. The Borrower's Representative is Minister of Finance.
- 5.02. The Borrower's Address is:

Ministry of Finance  
Katančičeva 5  
10000 Zagreb  
Republic of Croatia

Telex:

Facsimile:

862-21215  
862-21833

(385-1) 4922-598

- 5.03. The Bank's Address is:

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

Cable address:

Telex:

Facsimile:

INTBAFRAD  
Washington, D.C.

248423(MCI) or  
64145(MCI)

1-202-477-6391

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

REPUBLIC OF CROATIA

By /s/ Martina Dalic

Authorized Representative

INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT

By /s/ Petter Harrold

Authorized Representative

## **SCHEDULE 1**

### **Project Description**

The objectives of the Project are to: (i) support Park and County Public Institutions to implement Natura 2000 objectives in investment programs; (ii) strengthen capacity for EU-compliant reporting and biodiversity monitoring; and (iii) introduce programs that involve a wider group of stakeholders in Natura 2000 network management.

The Project consists of the following parts:

#### **Part I: Ecological Network Investments**

(i) Provision of works, goods, consultants' services for supporting selected protected area and national ecological network site driven investments in order to help demonstrate and strengthen integration of Natura 2000 objectives.

(ii) Purchasing the necessary fire prevention equipment for coastal nature and national parks, as identified in the POM, and priority technical equipment for MOC and its nature related institutions.

#### **Part II: Ecological Network Data Systems**

Provision of goods and consultants' services for: strengthening SINP capacity to help plan, prioritize, and organize biological inventory and populate data systems to fulfill the EU reporting requirements; carrying out of field work to perform biological inventory of species and habitat mapping and monitoring services; consultant services to harmonize data systems with a central geo-portal to meet EU INSPIRE Directive requirements; and provision of computer hardware and software upgrades.

#### **Part III: Ecological Network Capacity Building**

(i) Assistance for development of agri-environment measures for Natura 2000 sites designed to: (a) establish the minimum criteria for cross-compliance relating to Natura 2000 sites; (b) develop an efficient and effective inspection system for adherence to cross-compliance; (c) develop additional conservation measures for habitats and species of European interest; and (d) develop the methodology for calculating the agri-environment payment levels.

(ii) Improving protected areas border delineations, through organizing a pilot program at two selected protected areas.

(iii) Introducing and developing a Park Volunteer Program.

(iv) Assessment of various financing mechanisms for protected areas and improvement of systems to track and diversify protected areas financing.

(v) Supporting a program for long-term and continuous training of protected areas civil servant staff on access to EU grant programs for nature protection and tools to improve park management; learning through study tours and seminars; a public information campaign; and re-design and implement the MOC ranger training program.

(vi) Project management, including support for the financial management and procurement functions, monitoring and evaluation.

## **SCHEDULE 2**

### **Project Execution**

#### **Section I. Implementation Arrangements**

##### **A. Institutional Arrangements**

1. The Borrower, through MOC, shall assign the overall oversight and implementation of the Project to the Nature Protection Directorate (NPD).
2. The Borrower shall ensure that MOC carries out the Project in accordance with the provisions of the POM and the EMF, and shall not amend, waive or abrogate any provisions of the POM or EMF without the Bank's prior approval.
3. The Borrower shall maintain, during and until the completion of the Project, the Project Coordination Committee (PCC) chaired by the State Secretary for Nature Protection of MOC and formed, as described in the MOC Decision no. 612-07/09-44/3 dated November 26, 2009, by representatives from different government bodies, a representative of civil society and representatives of the State Institute for Nature Protection, the National Parks, Nature Parks, and County Public Institutions. The PCC shall be responsible for: (i) monitoring and supervising implementation of Project activities; (ii) coordination of Project activities with program activities of institutions represented in the PCC, and (iii) exchange of information.
4. The Borrower, through MOC, shall maintain, until the completion of the Project, a Project Implementation Unit (PIU), located within the Department for Strategic Planning in Nature Conservation and European Integration (DSPNCEI) under the NPD, and ensure that the PIU functions at all times in a manner satisfactory to the Bank. The PIU shall report to a Project Director who is the head of NPD and it shall be comprised of a full time project coordinator, full time procurement specialist, full time financial management specialist, a full time specialist in economics and monitoring and evaluation.
5. The Borrower, through MOC, shall maintain, until completion of the Project, a Project Support Unit (PSU) within the State Institute for Nature Protection (SINP) to provide the MOC with expertise knowledge, information for planning and procurement, and to actively help with implementation of tasks under Part II of the Project. The PSU shall be lead by the Director of SINP and shall consist of SINP experts.

##### **B. Anti-Corruption**

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

**C. Safeguards**

1. The Borrower shall implement the Project activities in accordance with the Environmental Management Framework (EMF) and shall conduct the activities described in Schedule 1, Part I in accordance with the EMF and the specific site EMPs adopted for each investment site involving civil works.

2. The Borrower shall: (a) prior to tendering of works for investments to be financed under Part I of the Project, develop and adopt site specific EMPs for each of the respective site in accordance with the template incorporated in the EMF; (b) disclose such EMPs and conduct proper consultations in accordance with the EMF; and (c) carry out the Project activities under Part I in accordance with the EMF and the respective EMP.

3. The Borrower shall conduct the activities described in Schedule 1, Part I in accordance with the Ecological Network Impact Assessment (or Appropriate Assessment).

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

**A. Project Reports**

The Borrower, through MOC, shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of the indicators acceptable to the Bank. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Bank not later than one (1) month after the end of the period covered by such report.

**B. Financial Management, Financial Reports and Audits**

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

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

3. The Borrower shall have its Financial Statements audited in accordance with the provisions of Section 5.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Borrower, commencing with the fiscal year in which the first withdrawal was made under the Preparation Advance for the Project. The audited Financial Statements for each such period shall be

furnished to the Bank not later than six (6) months after the end of such period and made publicly available in a manner acceptable to the Bank.

**Section III. Procurement**

**A. General**

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

**B. Particular Methods of Procurement of Goods and Works**

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

<b>Procurement Method</b>
(a) National Competitive Bidding, subject to the additional procedures stipulated in the Annex to this Schedule
(b) Shopping
(c) Direct Contracting

**C. Particular Methods of Procurement of Consultants' Services**

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

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

<b>Procurement Method</b>	
(a)	Quality Based Selection
(b)	Fixed Budget Selection
(c)	Least Cost Selection
(d)	Selection based on Consultant Qualification
(e)	Single Source Selection
(f)	Selection of Individual Consultants under procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines
(g)	Sole-source selection of individual consultants

**D. Review by the Bank of Procurement Decisions**

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

**Section IV. Withdrawal of Loan Proceeds**

**A. General**

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

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

<b>Category</b>	<b>Amount of the Loan Allocated (expressed in EUR)</b>	<b>Percentage of Expenditures to be financed</b>
(1) Goods, Works, Consultants' Services, Training, and Operating Costs for the Project	20,339,000	100%
(2) Refund of the Preparation Advance	409,000	Amount payable pursuant to Section 2.07 (a) of the General Conditions
(3) Front-end Fee	52,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
<b>TOTAL AMOUNT</b>	<b><u>20,800,000</u></b>	

3. For the purpose of this Schedule, the terms: (i) "Training" means expenditures incurred by the Borrower for activities under Part III of the Project, such as trainer honoraria; hotel, transport, travel, and per diems for trainees; and study tour expenses; and (ii) "Operating Costs" means expenditures incurred by the Borrower on account of the Project implementation for office supplies, utilities, bank charges, communication tools, advertisement fees, translation and interpretation services, transportation, insurance for goods and salaries for PIU staff, including qualified social charges, but excluding salaries for the Borrower's civil servants.

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made from the Loan Account for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed Euro five hundred thousand (EUR 500,000) may be made for payments made prior to this date but on or after December 15, 2010, for Eligible Expenditures under Category (1).

2. The Closing Date is April 30, 2016.

**Annex to Schedule 2**  
**Additional Provisions for National Competitive Bidding**

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

(i) Procedures

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

(ii) Participation of Government-owned Enterprises

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

(iii) Bidding Documents

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

(iv) Bid Submission, Opening and Evaluation

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

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

(v) Price Adjustment

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

(vi) Rejection of All Bids

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

(vii) Securities

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

### SCHEDULE 3

#### Amortization Schedule

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

<b>Principal Payment Date</b>	<b>Installment Share (Expressed as a Percentage)</b>
On each May 15 and November 15 Beginning May 15, 2016 through November 15, 2030	3.33%
On November 15, 2030	3.43%

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

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

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

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

on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.

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

## APPENDIX

### **Section I. Definitions**

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 with the modifications set forth in Section II of this Appendix.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised in October 2006 and May 2010.
4. “DSPNCEI” means the Department for Strategic Planning in Nature Conservation and European Integration established under Nature Protection Directorate (as hereinafter defined) of MOC (as hereinafter defined).
5. “Ecological Network Impact Assessment (or Appropriate Assessment)” means the assessment of any plan or program proposed to ascertain its implications for a Natura 2000 site in view of the site’s conservation objectives in line with requirements of Article 6(3) of the EU Habitats Directive no. 92/43/EEC dated May 21, 1992.
6. “EMF” means the Environmental Management Framework prepared by the Borrower for the benefit of the Project that identifies and assesses the Project’s potential environmental impacts, shortly describes the Project, provides information about legislative and institutional framework for the Project implementation, defines the general context of the site specific EMPs, describes the consultation with the public process, identifies six subproject groups (buildings, tracks / paths, buildings and paths, caves, sea investments – anchoring, and other), and for those groups identifies the potential environmental impacts and mitigation measures during construction and operation phase.
7. “EMPs” means Environmental Management Plans developed or to be developed for each investment site involving civil works, in accordance with the sample presented in the EMF, which includes appropriate environmental monitoring and mitigation plans and up-dated provisions regarding construction permit requirements.
8. “EU” means the European Union.

9. “EU INSPIRE Directive” means the Directive no. 2007/2/EC of the European Parliament and the Council dated March 14, 2007 regarding Infrastructure for Spatial Data Information in the European Communities.
10. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for Loans”, dated July 31, 2010.
11. “MOC” means the Borrower’s Ministry of Culture or any successor thereto.
12. “Natura 2000” means the European Union network of nature conservation areas established under the EU Habitats Directive no. 92/43/EEC dated May 21, 1992.
13. “NPD” means the Nature Protection Directorate established within MOC.
14. “Park and County Public Institutions” means the Borrower’s public institutions for management of national parks and nature parks and other protected areas, as well as for management of the ecological network.
15. “Park Volunteer Program” means a program for introduction of volunteers in the nature protection system focused on strengthening capacities of institutions for development of volunteer programs and management of volunteers, and pilot and educate the first volunteers.
16. “PCC” means Project Coordination Committee as established through a MOC Decision No.612-07/09-44/3 dated November 26, 2009.
17. “POM” means the Project Operation Manual prepared by the Borrower and satisfactory to the Bank, referring to in paragraph I.A.2 of Schedule 2 of this Agreement, setting forth the operational and administrative responsibilities, procedures and rules for the implementation of the Project, and including the Environmental Management Framework, and financial management arrangements for the Project, as the same may be amended and supplemented from time to time with the Bank’s prior written approval.
18. “PIU” means Project Implementation Unit of the Borrower.
19. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October 2006 and May 2010.
20. “Procurement Plan” means the Borrower’s procurement plan for the Project, dated December 1, 2010 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

21. “PSU” means the Borrower’s Project Support Unit within the SINP, consisting of experts working in direct support to the Project activities related to SINP, as referred to in Schedule 2, Section I.A.5 in this Agreement.
22. “SINP” means the Borrower’s State Institute for Nature Protection or any successor thereto.
23. “Structural Funds” means a European Union Grant Program for eligible EU Member States comprised of the European Regional Development Fund and European Social Fund.

## **Section II. Modifications to the Anti-Corruption Guidelines**

The modifications to the Anti-Corruption Guidelines are as follows:

1. Section 5 is re-numbered as Section 5(a) and a new Section 5(b) is added to read as follows:

“... (b) These Guidelines also provide for the sanctions and related actions to be imposed by the Bank on Borrowers (other than the Member Country) and all other individuals or entities who are recipients of Loan proceeds, in the event that the Borrower or the individual or entity has been debarred by another financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”
2. Section 11(a) is modified to read as follows:

“... (a) sanction in accordance with prevailing Bank’s sanctions policies and procedures (fn13) a Borrower (other than a Member Country) (fn 14) or an individual or entity, including (but not limited to) declaring such Borrower, individual or entity ineligible publicly, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; (ii) to benefit from a Bank-financed contract, financially or otherwise, for example as a sub-contractor; and (iii) to otherwise participate in the preparation or implementation of the project or any other project financed, in whole or in part, by the Bank, if at any time the Bank determines (fn 15) that such Borrower, individual or entity has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in connection with the use of loan proceeds, or if another financier with which the Bank has entered into an agreement for the mutual enforcement of debarment decisions has declared such person or entity ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Borrower or the individual or entity has

engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

Footnotes:

“13. An individual or entity may be declared ineligible to be awarded a Bank financed contract upon completion of sanctions proceedings pursuant to the Bank’s sanctions policies and procedures, or under the procedures of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding, or following a sanction by another financier with whom the Bank has entered into a cross debarment agreement, as a result of a determination by such financier that the firm or individual has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

“14. Member Country includes officials and employees of the national government or of any of its political or administrative subdivisions, and government owned enterprises and agencies that are not eligible to bid under paragraph 1.8(b) of the Procurement Guidelines or participate under paragraph 1.11(c) of the Consultant Guidelines.”

“15. The Bank has established a Sanctions Board, and related procedures, for the purpose of making such determinations. The procedures of the Sanctions Board sets forth the full set of sanctions available to the Bank. In addition, the Bank has adopted an internal protocol outlining the process to be followed in implementing debarments by other financiers, and explaining how cross-debarments will be posted on the Bank’s website and otherwise be made known to staff and other stakeholders.”