

OFFICIAL
DOCUMENTS

LOAN NUMBER 9048-BA

Project Agreement

(Additional Financing to the Real Estate Registration Project)

between

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

and

REPUBLIKA SRPSKA

PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") and REPUBLIKA SRPSKA ("Project Implementing Entity") ("Project Agreement") in connection with the Loan Agreement ("Loan Agreement") of the Signature Date between BOSNIA AND HERZEGOVINA ("Borrower") and the Bank, concerning Loan No. 9048-BA. The Bank and the Project Implementing Entity hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to the Loan 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 Loan Agreement or the General Conditions.

ARTICLE II — PROJECT

- 2.01. The Project Implementing Entity declares its commitment to the objective of the Project. To this end, the Project Implementing Entity shall carry out Part 2 of the Project in accordance with the provisions of Article V of the General Conditions and the Schedule to this Agreement, and shall provide, promptly as needed, the funds, facilities, services and other resources required for its Respective Part of the Project.

ARTICLE III — REPRESENTATIVE; ADDRESSES

- 3.01. The Project Implementing Entity's Representative is its Minister of Finance.
- 3.02. For purposes of Section 10.01 of the General Conditions: (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

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

- 3.03. For purposes of Section 10.01 of the General Conditions:

(a) the Project Implementing Entity's address is:

Ministry of Finance of Republika Srpska
Trg Republika Srpske 1

78000 Banja Luka
Bosnia and Herzegovina; and

(b) the Project Implementing Entity's Electronic Address is:

Facsimile:

E-mail:

387 51 339 645

mf@mf.vladars.net

AGREED as of the later of the two dates written below.

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By



Authorized Representative

Name: EMANUEL SALINAS MUNOZ

Title: COUNTRY MANAGER

Date: JULY 7, 2020

REPUBLIKA SRPSKA

By



Authorized Representative

Name: ZORA VIDOVIC

Title: MINISTER OF FINANCE

Date: JULY 7, 2020

SCHEDULE

Execution of the Project Implementing Entity's Respective Part of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Project Implementing Entity shall carry out Part 2 of the Project through the RS PIU, established within the RS GA, which shall be responsible for the day-to-day implementation, including procurement and financial management, of Part 2 of the Project.
2. The Project Implementing Entity shall, through the RS GA, operate and maintain a Project Implementation Unit (PIU) at all times during the implementation of the Project, with sufficient resources, competent staff in adequate numbers and responsibilities, and operated based on adequate procedures, all acceptable to the Bank and as set forth in the RS OM.
3. The Project Implementing Entity shall ensure, throughout Project implementation, participation in the Project Coordination Board of representatives from RS GA and RS MOF.
4. The Project Implementing Entity, through the RS PIU, shall submit, on December 1 of each year and starting on December 1, 2020, to the Bank for review and approval an annual training plan for the Project for the following calendar year.
5. The Project Implementing Entity shall ensure that legislation affecting land administration is not amended, suspended, abrogated, repealed or waived so as to materially affect the carrying out of the Project.
6. No later than six (6) months before the Closing Date, the Project Implementing Entity shall submit to the Bank the results of the study on the financial sustainability of the Project Implementing Entity's real estate registration system in a manner and with contents acceptable to the Bank.
7. Prior to carrying out Part 2A(v) of the Project, the Project Implementing Entity shall: (a) adopt the rulebook on surveys; and (b) prepare detailed technical specifications for the surveys, all in a manner and with contents satisfactory to the Bank.

B. Operations Manual

1. The Project Implementing Entity shall, no later than one (1) month after the Effective Date, update, and thereafter carry out throughout the implementation of the Project its Respective Part of the Project in accordance with the provisions of a manual ("Operations Manual") acceptable to the Bank and containing, *inter alia*: (a) the activities and implementation plan to be carried out under its Respective Part of the Project; (b) the respective roles and responsibilities of the institutions involved in the implementation of its Respective Part of the Project; (c) the composition and responsibilities of the RS PIU; (d) the fiduciary,

technical, environmental and social safeguards, and operational aspects and procedures for implementation of its Respective Part of the Project, including the financial management procedures (including budgeting, accounting and internal control, disbursement and flow of funds, financial reporting, annual reports, internal and external audit arrangements, contract termination and contract extension procedures); (e) the performance indicators of the Project; and (f) the EMF, the EMPs and the Anti-Corruption Guidelines.

2. The Project Implementing Entity shall not amend, waive or fail to enforce any provision of the Operations Manual without the Bank's prior written approval.
3. In case of any conflict between the terms of the Operations Manual and those of this Agreement, the terms of this Agreement shall prevail.

C. Safeguards.

1. The Project Implementing Entity shall ensure that its Respective Part of the Project is carried out in accordance with the terms of the Environmental Management Framework and any site-specific Environmental Management Plans that are prepared during implementation of the Project.
2. The Project Implementing Entity shall ensure that all measures necessary for the carrying out of the EMF and the EMPs are taken in a timely manner.
3. The Project Implementing Entity shall ensure that the EMF is not amended, waived, suspended, abrogated, or repealed except with the prior written approval of the Bank.
4. For the implementation of Part 2, Component B, the Project Implementing Entity shall approve site-specific Environmental Management Plans, satisfactory to the Bank, prior to the commencement of any works.
5. The Project Implementing Entity, through the RS PIU, shall enter into a purchase agreement, satisfactory to the Bank, real estate for the central archive to be purchased under Part 2, Component B.

Section II. Project Monitoring, Reporting and Evaluation

1. The Project Implementing Entity, through the RS PIU, shall monitor and evaluate the progress of its Respective Part of the Project and prepare Project Reports for its Respective Part of the Project in accordance with the provisions of Section 5.08 (b) of the General Conditions and on the basis of indicators acceptable to the Bank. Each such Project Report shall cover the period of one calendar quarter and shall be furnished to the Bank no later than forty-five (45) days after said calendar quarter.
2. The Project Implementing Entity, through the RS PIU, shall provide to the Borrower not later than three months after the Closing Date, for incorporation in the report referred to in Section 5.08 (c) of the General Conditions all such information as the Bank shall reasonably request for the purposes of that Section.

ANNEX TO THE SCHEDULE

Update to the Original RS Project Agreement

- I. The Original RS Project Agreement is hereby updated as follows:
 1. Section I.F is added to the Schedule to the Original RS Project Agreement to read as set forth in Section I.B to the Schedule to this agreement.
 2. Section II.A of the Schedule to the Original RS Project Agreement is hereby updated to read as follows.
 - “1. The RS, through the RS PIU, shall monitor and evaluate the progress of its Respective Part of the Project and prepare Project Reports for its Respective Part of the Project in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each such Project Report shall cover the period of one calendar quarter and shall be furnished to the Association no later than forty-five (45) days after said calendar quarter.
 2. The RS, through the RS PIU, shall provide to the Recipient not later than three (3) months after the Closing Date, for incorporation in the report referred to in Section 4.08(c) of the General Conditions, all such information as the Association shall reasonably request for the purposes of such Section.”