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UREDBO

O RATIFIKACIJI SPORAZUMA O DOTACIJI SKRBNIŠKEGA SKLADA GLOBAL ENVIRONMENT FACILITY TRUST FUND MED REPUBLIKO SLOVENIJO IN MEDNARODNO BANKO ZA OBNOVO IN RAZVOJ

1. člen

Ratificira se Sporazum o dotaciji skrbniškega sklada Global Environment Facility Trust Fund med Republiko Slovenijo in Mednarodno banko za obnovo in razvoj, podpisan 13. novembra 1995 v Washingtonu.

2. člen

Sporazum se v izvorniku v angleškem jeziku in v prevodu v slovenskem jeziku glasi:

GEF TRUST FUND GRANT NUMBER 28305 SLO

DOTACIJA SKRBNIŠKEGA SKLADA GEF ŠT. 28305 SLO

Global Environment Facility Trust Fund Grant Agreement

Sporazum o dotaciji Skrbniškega sklada Global Environment Facility Trust Fund

(Technical Support and Investment Project for the Phaseout of Ozone Depleting Substances)

(Tehnična pomoč in investicijski projekt za postopno opuščanje ozonu škodljivih snovi)

between

REPUBLIC OF SLOVENIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

acting as Implementing Agency of the Global Environment Facility

med

REPUBLIKO SLOVENIJO

in

MEDNARODNO BANKO ZA OBNOVO IN RAZVOJ

v svojstvu Izvajalske agencije Global Environment Facility

Dated November 13, 1995

Dne 13. novembra 1995

GEF Trust Fund Grant No. 28305 SLO

GLOBAL ENVIRONMENT FACILITY TRUST FUND GRANT AGREEMENT

SPORAZUM O DOTACIJI SKRBNIŠKEGA SKLADA GLOBAL ENVIRONMENT FACILITY

AGREEMENT, dated November 13, 1995, between REPUBLIC OF SLOVENIA (the Recipient) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT acting as implementing agency (the Implementing Agency) of the Global Environment Facility in respect of grant funds provided by certain members of the Bank as participants (the Participants) of the Global Environment Facility into the Global Environment Facility Trust Fund (GEF Trust Fund).

SPORAZUM, sklenjen dne 13. novembra 1995 med REPUBLIKO SLOVENIJO (prejemnik) in MEDNARODNO BANKO ZA OBNOVO IN RAZVOJ, v svojstvu izvajalske agencije (v nadaljevanju Izvajalska agencija) Global Environment Facility za nepovratna sredstva, ki so jih prispevali nekateri člani Banke kot udeleženci (v nadaljevanju udeleženci) Global Environment Facility v Skrbniški sklad Global Environment Facility (Skrbniški sklad GEF).

WHEREAS (A) the International Bank for Reconstruction and Development (the Bank) pursuant to Resolution No. 91-5 of March 14, 1991, of the Executive Directors of the Bank established the Global Environment Facility, to assist

Z ozirom na to, da:

(A) je Mednarodna banka za obnovo in razvoj (Banka) v skladu z Resolucijo izvršnih direktorjev Banke št. 91-5 z dne 14. marca 1991 ustanovila Global Environment Facility,

in the protection of the global environment and promote thereby environmentally sound and sustainable economic development, and, whereas following the restructuring of the Global Environment Facility, such arrangements are continued in place on the basis set forth in Resolution No. 94-2 of the Executive Directors dated May 24, 1994 establishing the GEF Trust Fund;

(B) the Participants have provided resources by way of grant into the GEF Trust Fund and the Participants have requested and the Bank has agreed to administer such grant funds as Implementing Agency, for the purposes of, and in accordance with, the provisions of such Resolution Nos. 91-5 and 94-2;

(C) the Recipient, having satisfied itself as to the feasibility and priority of the Project described in Schedule 2 to this Agreement, has requested assistance from the resources of the GEF Trust Fund in the financing of the Project, and the Implementing Agency has determined that such assistance would be in accordance with the provisions of such Resolution Nos. 91-5 and 94-2;

(D) the Project will be carried out through the Recipient's Ministry of Environment and Physical Planning (MEPP), the Slovene EcoFund (SEF) and the Chamber of Economy of Slovenia (COE), with the Recipient's assistance and, as part of such assistance, the Recipient will provide to Participating Enterprises (as such term is hereinafter defined) through the SEF, acting as a financial agent of the Recipient, part of the proceeds of the GEF Trust Fund Grant as provided in this Agreement; and

WHEREAS the Implementing Agency has agreed, on the basis, *inter alia*, of the foregoing, to extend the GEF Trust Fund Grant to the Recipient upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01.(a) The following provisions of the General Conditions Applicable to Loan and Guarantee Agreements of the Bank, dated January 1, 1985, with the modifications set forth in paragraph (b) of this Section (the General Conditions) constitute an integral part of this Agreement:

- (i) Article I;
- (ii) Sections 2.01 (1), (2), (3), (4), (6), (8), (9), (10), (11), (15), (18) and (20), 2.02 and 2.03;
- (iii) Section 3.01;
- (iv) Section 4.01 and the first sentence of Section 4.09;
- (v) Article V;
- (vi) Sections 6.01, 6.02 (a), (c), (d), (e), (f), (i) and (k), 6.03, 6.04 and 6.06;
- (vii) Section 8.01 (b);
- (viii) Sections 9.01 (a) and (c), 9.04, 9.05, 9.06, 9.07, 9.08 and 9.09;
- (ix) Sections 10.01, 10.03 and 10.04;
- (x) Article XI, and
- (xi) Sections 12.03 and 12.04.

(b) The General Conditions shall be modified as follows:

(i) a new paragraph shall be added to the end of Section 2.01 to read as follows: "the term "Special Drawing Rights" and the symbol "SDR" mean special drawing rights as valued by the International Monetary Fund in accordance with its Articles of Agreement";

z namenom nudenja pomoči pri globalni zaščiti okolja in spodbujanja okolju prijaznega in sonaravnega gospodarskega razvoja, ter z ozirom na to, da se po reorganizaciji Global Environment Facility te dejavnosti nadaljujejo na istem mestu na temeljih, določenih v Resoluciji izvršnih direktorjev št. 94-2 z dne 24. maja 1994, s katero je bil ustanovljen Skrbniški sklad GEF;

(B) so udeleženci dali na voljo vire v obliki nepovratnih sredstev v Skrbniški sklad GEF, ter so zaprosili Banko, ki se je strinjala, da bo ta nepovratna sredstva upravljala kot Izvajalska agencija za namene in v skladu z določbami Resolucij št. 91-5 in 94-2;

(C) je prejemnik, po preveritvi izvedljivosti in prednosti projekta, opisanega v Prilogi 2 tega sporazuma, zaprosil za pomoč iz virov Skrbniškega sklada GEF pri financiranju projekta, Izvajalska agencija pa je ugotovila, da je taka pomoč v skladu z določbami Resolucij št. 91-5 in 94-2;

(D) da se bo projekt izvajal preko prejemnikovega Ministrstva za okolje in prostor (MOP), Ekološko razvojnega sklada (ERS) in Gospodarske zbornice (GZS) ob pomoči prejemnika, ki bo v okviru te pomoči dal na razpolago sodelujočim podjetjem (v pomenu, ki ga ima ta izraz v tem sporazumu) preko ERS, kot finančnemu posredniku prejemnika, del nepovratnih sredstev dotacije Skrbniškega sklada GEF, ki ga obravnava ta sporazum; ter

ker se je Izvajalska agencija odločila, med drugim na osnovi zgoraj navedenega, da odobri prejemniku dotacijo Skrbniškega sklada GEF v skladu s pogoji iz tega sporazuma,

sta se podpisnici dogovorili sledeče:

1. člen

Splošni pogoji, definicije

Poglavje 1.01. (a) Spodaj navedene določbe "Splošnih pogojev za kreditne in garantne sporazume" Banke z dne 1. januarja 1985, vključno s spremembami, navedenimi v odstavku (b) tega Poglavja (Splošni pogoji), so sestavni del tega sporazuma:

- (i) I. člen
- (ii) Poglavja 2.01 (1), (2), (3), (4), (6), (8), (9), (10), (11), (15), (18) in (20); 2.02 in 2.03;
- (iii) Poglavje 3.01;
- (iv) Poglavje 4.01 in prvi stavek Poglavja 4.09;
- (v) V. člen
- (vi) Poglavja 6.01, 6.02 (a), (c), (d), (e), (f), (i) in (k), 6.03, 6.04 in 6.06;
- (vii) Poglavje 8.01 (b);
- (viii) Poglavja 9.01 (a) in (c), 9.04, 9.05, 9.06, 9.07, 9.08 in 9.09;
- (ix) Poglavja 10.01, 10.03 in 10.04;
- (x) XI. člen; in
- (xi) Poglavji 12.03 in 12.04.

(b) Splošni pogoji se spremenijo, kot je navedeno spodaj:

(i) na koncu Poglavja 2.01 se doda nov odstavek, ki se glasi: "izraz "posebne pravice črpanja" in kratica "SDR" pomeni posebne pravice do črpanja, kot jih definira Mednarodni denarni sklad v svojem Statutu";

(ii) the term “Bank”, wherever used in the General Conditions, other than in Sections 2.01 (8) and 6.02 (f) thereof and the last use of such term in Section 5.01 thereof, means the Implementing Agency except that in Section 6.02, the term “Bank” shall also include the International Bank for Reconstruction and Development acting in its own capacity;

(iii) the term “Borrower”, wherever used in the General Conditions, means the Recipient;

(iv) the term “Loan Agreement”, wherever used in the General Conditions, means this Agreement;

(v) the term “Loan” and “loan” wherever used in the General Conditions, means the GEF Trust Fund Grant;

(vi) the term “Loan Account” wherever used in the General Conditions, means the GEF Trust Fund Grant Account; and

(vii) a new sub-paragraph shall be added after subparagraph (j) in Section 6.02 of the General Conditions, as follows: “An extraordinary situation shall have arisen in which further disbursement under the grant would exceed the resources available for disbursement from the GEF”.

Section 1.02. Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions and in the Recitals to this Agreement have the respective meanings therein set forth and the following additional terms have the following meanings:

(a) “COE” means the Chamber of Economy of Slovenia;

(b) “MEPP” means the Ministry of Environment and Physical Planning of the Recipient;

(c) “SEF” means the Ecological Development Fund of the Recipient established and operating pursuant to the Environmental Protection Act of the Recipient in force from July 2, 1993;

(d) “ODS” means ozone depleting substance;

(e) “CFC” means chlorofluorocarbons;

(f) “HFC” means hydrofluorocarbons;

(g) “HCFC” means hydrochlorofluorocarbons;

(h) “Project Administration Agreement” means the agreement among the Recipient, the SEF and the COE, referred to in Section 3.01 (c) of this Agreement, as such agreement may be amended from time to time;

(i) “Project Implementation Manual” means the procedures and guidelines agreed with the Implementing Agency to be followed by the PIU for carrying out the Project;

(j) “PIU” means the ODS Phaseout Project Implementation Unit to be established and operated in accordance with the Project Administration Agreement;

(k) “Participating Enterprise” means Loske tovarne hladilnikov, p.o. (LTH), Gorenje Servis, d.o.o., Krka Kozmetika, d.o.o., Lek Pharmaceutical and Chemical Company, d.d., Trimo, d.d. and Labod, Dry Cleaning and Laundry, d.o.o., and any such other organization or enterprise identified by the Recipient and approved by the Implementing Agency as a participant in the Project;

(l) “Sub-grant Agreement” means an agreement between SEF, acting as financial agent of the Recipient, and a Participating Enterprise entered into pursuant to Section 3.01 (b) of this Agreement, as such agreement may be amended from time to time;

(ii) izraz “Banka”, ki se pojavlja v Splošnih pogojih, razen v Poglavjih 2.01 (8) in 6.02 (f) in zadnji navedbi tega izraza v Poglavju 5.01, pomeni Izvajalsko agencijo, razen v Poglavju 6.02, ko izraz “Banka” vključuje tudi Mednarodno banko za obnovo in razvoj, ki deluje v lastnem svojstvu;

(iii) izraz “Kreditojemalec” v Splošnih pogojih vedno pomeni prejemnika;

(iv) izraz “Kreditni sporazum” v Splošnih pogojih vedno pomeni ta sporazum;

(v) izraza “Kredit” in “kredit” v Splošnih pogojih vedno pomenita dotacijo Skrbniškega sklada GEF;

(vi) izraz “kreditni račun” v Splošnih pogojih vedno pomeni račun dotacije Skrbniškega sklada GEF ter

(vii) za podpoglavjem (j) poglavja 6.02 Splošnih pogojev se vstavi novo podpoglavje, ki se glasi: “..če pride do izrednih okoliščin, v katerih bi vsako nadaljnje izplačevanje te dotacije presegló razpoložljive vire za izplačevanje iz GEF.”

Poglavje 1.02. Razen v primerih, ko kontekst narekuje drugačen pomen, imajo izrazi, definirani v Splošnih pogojih in v uvodnih določilih tega sporazuma pomen, ki je tam naveden, sledeči dodatni izrazi pa pomenijo:

(a) “GZS” pomeni Gospodarsko zbornico Slovenije;

(b) “MOP” pomeni Ministrstvo za okolje in prostor prejemnika;

(c) “ERS” pomeni Ekološko razvojni sklad prejemnika, ki je bil ustanovljen in deluje v skladu z Zakonom o varstvu okolja prejemnika z dne 2. junija 1993;

(d) “ODS” pomeni ozonu škodljivo snov;

(e) “CFC” pomeni popolno halogeniran klorofluorogljikovodik;

(f) “HFC” pomeni delno fluoriran ogljikovodik;

(g) “HCFC” pomeni delno halogeniran klorofluorogljikovodik;

(h) “sporazum o upravljanju projekta” pomeni sporazum med prejemnikom, ERS in GZS, naveden v Poglavju 3.01 (c) tega sporazuma, ki se ga lahko občasno spremeni;

(i) “navodila za izvajanje projekta” pomeni postopke in smernice, ki jih mora v dogovoru z Izvajalsko agencijo upoštevati PIU pri izvajanju projekta;

(j) “PIU” pomeni Enoto za izvajanje projekta postopnega opuščanja ozonu škodljivih snovi (ODS Phase-out Project Implementation Unit), ki se ustanovi in deluje v skladu s sporazumom o upravljanju projekta;

(k) “sodelujoče podjetje” pomeni Loška tovarna hladilnikov, p.o. (LTH), Gorenje Servis d.o.o., Krka Kozmetika d.o.o., Lek, tovarna farmacevtskih in kemičnih izdelkov, d.d., Trimo, d.d. in Labod, kemična čistilnica in pralnica, d.o.o., ter vse druge organizacije ali podjetja, ki jih prejemnik definira, Izvajalska agencija pa potrdi kot sodelujoče stranke v projektu;

(l) “sporazum o pod-dotaciji” pomeni sporazum med ERS v svojstvu finančnega posrednika prejemnika, in sodelujočim podjetjem, ki se sklene v skladu s poglavjem 3.01 (b) tega sporazuma, in se lahko občasno spremeni;

(m) "Sub-grant" means a grant from the Recipient to a Participating Enterprise provided under a Sub-grant Agreement to finance a Sub-project;

(n) "Sub-project" means any of Sub-projects No. (1) through (7) referred to in Schedule 2 to this Agreement and to be financed out of the proceeds of the GEF Trust Fund Grant; and

(o) "Special Account" means the account referred to in Section 2.02 (b) of this Agreement.

ARTICLE II

The GEF Trust Fund Grant

Section 2.01. The Implementing Agency agrees to make available to the Recipient, on the terms and conditions set forth or referred to in this Agreement, the GEF Trust Fund Grant in an amount in various currencies equivalent to four million two hundred thousand Special Drawing Rights (SDR 4,200,000).

Section 2.02. (a) The amount of the GEF Trust Fund Grant may be withdrawn from the GEF Trust Fund Grant Account in accordance with the provisions of Schedule 1 to this Agreement for expenditures made (or, if the Implementing Agency shall so agree, to be made) in respect of the reasonable cost of goods, works and services required for carrying out the Project and to be financed out of the proceeds of the GEF Trust Fund Grant.

(b) The Recipient shall, for the purposes of the Project, open and maintain in a freely convertible currency a special deposit account in the Central Bank or in a commercial bank on terms and conditions satisfactory to the Implementing Agency, including the management of said special deposit account by the SEF and appropriate protection against set-off, seizure or attachments. Deposits into, and payments out of, the Special Account shall be made in accordance with the provisions of Schedule 5 to this Agreement.

Section 2.03. The Closing Date shall be December 31, 1997 or such later date as the Implementing Agency shall establish. The Implementing Agency shall promptly notify the Recipient of such later date.

Section 2.04. The Implementing Agency shall not be obligated to make any payment under this Agreement except to the extent it shall have received funds for the purpose of the Project.

ARTICLE III

Execution of the Project

Section 3.01. (a) The Recipient declares its commitment to the objectives of the Project as set forth in Schedule 2 to this Agreement, and, to this end, shall carry out the Project through the MEPP, the SEF and the COE with due diligence and efficiency and in conformity with appropriate administrative, engineering and financial practices and with due regard to ecological and environmental factors, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the Project.

(b) For purposes of carrying out Part B of the Project, the Recipient shall, through SEF, provide to Participating Enterprises a part of the proceeds of the GEF Trust Fund Grant, under Sub-Grant Agreements, with terms and conditions satisfactory to the Implementing Agency, which shall include those set forth in Schedule 4 to this Agreement, and

(m) "pod-dotacija" pomeni nepovratna sredstva, ki jih odobri prejemnik sodelujočemu podjetju v skladu s sporazumom o pod-dotaciji, za financiranje podprojekta;

(n) "podprojekt" pomeni podprojekte št. 1 do 7, navedene v Prilogi 2 tega sporazuma, ki se financirajo iz sredstev dotacije Skrbniškega sklada GEF; ter

(o) "posebni račun" pomeni račun iz poglavja 2.02 (b) tega sporazuma.

2. člen

Dotacija Skrbniškega sklada GEF

Poglavje 2.01. Pod pogoji in načini, navedenimi v tem sporazumu, Izvajalska agencija da na razpolago prejemniku dotacijo Skrbniškega sklada GEF v raznih valutah v skupni vrednosti štirih milijonov dvesto tisoč posebnih pravic za črpanje (SDR 4.200.000).

Poglavje 2.02. (a) Znesek dotacije Skrbniškega sklada GEF se lahko dvigne z računa dotacije Skrbniškega sklada GEF v skladu z določili priloge 1 tega sporazuma za izdatke, ki so bili (ali, če se Izvajalska agencija strinja, ki bodo) realizirani v skladu z upravičenimi stroški nabave blaga, del in storitev za izvajanje projekta, ki naj bi se financirali iz sredstev dotacije Skrbniškega sklada GEF.

(b) Za potrebe projekta mora prejemnik odpreti in vzdrževati v prosto konvertibilni valuti poseben depozitni račun pri Centralni banki ali pri komercialni banki, in sicer pod pogoji in načini, s katerimi se Izvajalska agencija strinja, zagotoviti pa mora tudi upravljanje tega računa s strani ERS in ustrezno zavarovanje pred nenamensko rabo, zaseženjem ali zaplembo. Pologi na posebni račun in dvigi z njega se izvajajo v skladu z določbami priloge 5 tega sporazuma.

Poglavje 2.03. Zaključni rok je 31. december 1997 ali kasnejši datum, ki ga določi Izvajalska agencija. Izvajalska agencija mora prejemnika nemudoma obvestiti o morebitnem kasnejšem datumu.

Poglavje 2.04. Če Izvajalska agencija ni dobila sredstev za izvajanje projekta, po tem sporazumu ni obvezana izvajati izplačil.

3. člen

Izvajanje projekta

Poglavje 3.01. (a) Prejemnik izraža svojo zavezo ciljem projekta, ki so navedeni v Prilogi 2 tega sporazuma, in bo s tem ciljem izvajal projekt preko MOP, ERS in GZS prizadevno in učinkovito, ter v skladu z ustrezno upravno, inženirsko in finančno prakso ter upošteva ekološke in okoljevarstvene dejavnike, ter bo nudil, takoj ko se bo pokazala potreba, sredstva, prostore, storitve in druge vire, ki jih potrebuje projekt.

(b) Za namen izvajanja Dela B tega projekta, prejemnik nakazuje preko ERS sodelujočim podjetjem del sredstev dotacije Skrbniškega sklada GEF, v skladu s sporazumi o pod-dotaciji pod načini in pogoji, s katerimi se Izvajalska agencija strinja, vključno s tistimi, določenimi v Prilogi 4 tega sporazuma, ter v skladu s splošnimi postopki in smernicami,

in accordance with the general procedures and guidelines set forth in the Project Implementation Manual agreed upon by the Recipient and the Implementing Agency.

(c) For purposes of carrying out Part B of the Project, the Recipient shall enter into the Project Administration Agreement with SEF and COE, with terms and conditions satisfactory to the Implementing Agency, including a provision for the payment by the Recipient to SEF of an agency fee at the rate of 3% of the amount disbursed under Sub-grant Agreements.

(d) The Recipient shall exercise its rights under the Project Administration Agreement and shall cause the SEF to exercise its rights under each Sub-grant Agreement in such manner as to protect the interests of the Recipient, the Implementing Agency and the SEF and to accomplish the purposes of the GEF Trust Fund Grant, and, except as the Implementing Agency shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the Project Administration Agreement or any provision thereof and shall cause the SEF not to assign, amend, abrogate or waive any Sub-grant Agreement or any provision thereof.

Section 3.02. Except as the Implementing Agency shall otherwise agree, procurement of the goods, works and consultants' services required for the Project and to be financed out of the proceeds of the GEF Trust Fund Grant shall be governed by the provisions of Schedule 3 to this Agreement.

Section 3.03. (a) The Recipient shall, at the request of the Implementing Agency, exchange views with the Implementing Agency with regard to progress of the Project, the performance of its obligations under this Agreement and other matters relating to the purposes of the GEF Trust Fund Grant.

(b) The Recipient shall promptly inform the Implementing Agency of any condition which interferes or threatens to interfere with the progress of the Project, the accomplishment of the purposes of the GEF Trust Fund Grant, or the performance by the Recipient of its obligations under this Agreement.

Section 3.04. The Recipient shall take all measures necessary to ensure that each Participating Enterprise complies with all relevant environmental requirements of the Recipient for any ODS phaseout activity to be carried out under the Project.

Section 3.05. For the purposes of Section 9.08 of the General Conditions, and without limitation thereto, the Recipient shall:

(a) prepare, on the basis of guidelines acceptable to the Implementing Agency and furnish to the Implementing Agency not later than six (6) months after the Closing Date or such later date as may be agreed for this purpose between the Recipient and the Implementing Agency, a plan for the future operation of the Project; and

(b) afford the Implementing Agency a reasonable opportunity to exchange views with the Recipient on said plan.

ARTICLE IV

Financial Covenants

Section 4.01. (a) The Recipient shall maintain or cause the SEF to maintain records and accounts adequate to reflect in accordance with sound accounting practices the operations, resources and expenditures in respect of the Project.

zapisanimi v navodilih za izvajanje projekta, o katerih sta ste prejemnik in Izvajalska agencija sporazumela.

(c) Za namen izvajanja Dela B tega projekta prejemnik sklene sporazum o upravljanju projekta z ERS in GZS, pod načini in pogoji, s katerimi se Izvajalska agencija strinja, vključno z rezerviranimi sredstvi za provizijo, ki jo plača prejemnik ERS, v višini 3% zneska, ki se črpa za financiranje sporazumov o pod-dotaciji.

(d) Prejemnik mora izvajati svoje pravice po sporazumu o upravljanju projekta ter mora zagotoviti, da ERS izvaja svoje pravice po sporazumih o pod-dotaciji na način, ki zagotavlja varovanje interesov prejemnika, Izvajalske agencije in ERS ter realiziranje namena dotacije Skrbniškega sklada GEF, ter, razen če se Izvajalska agencija s tem strinja, prejemnik ne sme prenesti, spreminjati, razveljaviti ali se odpovedati sporazumu o upravljanju projekta ali katere od njegovih določb, ter mora zagotoviti, da ERS ne prenese, spremeni, razveljavi ali se odpove kateremu od sporazumov o pod-dotaciji ali kateri od njihovih določb.

Poglavje 3.02. Za nabavo blaga, del in konzultantskih storitev, ki so potrebni za ta projekt in se financirajo iz dotacije Skrbniškega sklada GEF, veljajo določbe priloge 3 tega sporazuma, razen če se Izvajalska agencija ne strinja z drugačnim načinom.

Poglavje 3.03. (a) Na zahtevo Izvajalske agencije mora prejemnik z Izvajalsko agencijo izmenjati mnenja o napredku, doseženem pri izvajanju projekta, o izvajanju obveznosti iz tega sporazuma in drugih zadevah, ki se nanašajo na realiziranje namena dotacije Skrbniškega sklada GEF.

(b) prejemnik mora Izvajalsko agencijo nemudoma obvestiti o razmerah, ki hromijo ali grozijo, da bodo ohromile projekt, o realiziranju ciljev dotacije Skrbniškega sklada GEF ter o tem, kako prejemnik sam izvršuje lastne obveznosti po tem sporazumu.

Poglavje 3.04. Prejemnik mora ukreniti vse potrebno, da zagotovi, da vsa sodelujoča podjetja spoštujejo vse merodajne okoljevarstvene zahteve prejemnika pri vsaki dejavnosti postopnega opuščanja ozonu škodljivih snovi, ki se odvija v okviru projekta.

Poglavje 3.05. Za namen izvajanja določb Poglavja 9.08 Splošnih pogojev, brez omejitev, mora prejemnik:

(a) na temelju smernic, s katerimi se Izvajalska agencija strinja, pripraviti načrt za bodoče izvajanje projekta, ter ga predložiti Izvajalski agenciji najkasneje šest (6) mesecev po zaključnem datumu ali po datumu, za katerega se v ta namen dogovorita prejemnik in Izvajalska agencija; ter

(b) omogočiti Izvajalski agenciji ustrezno možnost, da s prejemnikom izmenja poglede na ta načrt.

4. člen

Finančni dogovori

Poglavje 4.01. (a) Prejemnik mora v skladu s solidno računovodsko prakso voditi ali od ERS zahtevati tako vodene dokumentacije in računovodstva, ki bo ustrezno odražalo operacije, vire in izdatke v zvezi s projektom.

(b) The Recipient shall or shall cause the SEF to:

(i) have the records and accounts referred to in paragraph (a) of this Section, including those for the Special Account, for each fiscal year audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Implementing Agency;

(ii) furnish to the Implementing Agency as soon as available, but in any case not later than six months after the end of each such year the report of such audit by said auditors, of such scope and in such detail as the Implementing Agency shall have reasonably requested; and

(iii) furnish to the Implementing Agency such other information concerning such records, accounts and financial statements and the audit thereof as the Implementing Agency shall from time to time reasonably request.

(c) For all expenditures with respect to which withdrawals from the GEF Trust Fund Grant Account were made on the basis of statements of expenditure, the Recipient shall or shall cause the SEF to:

(i) maintain, in accordance with paragraph (a) of this Section, records and accounts reflecting such expenditures;

(ii) retain, until at least one year after the Implementing Agency has received the audit report for the fiscal year in which the last withdrawal from the GEF Trust Fund Grant Account was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;

(iii) enable the Implementing Agency's representatives to examine such records; and

(iv) ensure that such records and accounts are included in the annual audit referred to in paragraph (b) of this Section and that the report of such audit contains a separate opinion by said auditors as to whether the statements of expenditure submitted during such fiscal year, together with the procedures and internal controls involved in their preparation, can be relied upon to support the related withdrawals.

ARTICLE V

Remedies of the Implementing Agency

Section 5.01. Pursuant to Section 6.02 (k) of the General Conditions, the following additional events are specified:

(a) The Statutes or any other regulations governing the establishment or the operations of the SEF shall have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the operations or the financial condition of the SEF or the ability of the SEF to perform any of its obligations under the Project Administration Agreement.

(b) As a result of events which have occurred after the date of this Agreement, an extraordinary situation shall have arisen which shall make it improbable that the Recipient will be able to perform its obligations under this Agreement.

(c) The Recipient, or any other authority having jurisdiction, shall have taken: (i) any actions which shall adversely affect the carrying out of the Project or the performance by the SEF of any of its obligations under the Project Administration Agreement; or (ii) any action for the dissolution or disestablishment of the SEF or for the suspension of its operations.

(b) Prejemnik mora narediti sam ali poskrbeti, da to naredi ERS:

(i) dokumente in računovodsko dokumentacijo, na katero se nanaša odstavek (a) tega poglavja, vključno z dokumentacijo o posebnem računu za vsako fiskalno leto predložiti v revizijo neodvisnemu revizorju, z izborom katerega se bo Izvajalska agencija strinjala, ki bo omenjeno revizijo opravil v skladu z ustreznimi in dosledno uveljavljenimi načeli revizije;

(ii) poročilo revizijske organizacije, in sicer v takem obsegu in tako izčrpno, kot ga bo Izvajalska agencija upravičena zahtevati, Izvajalski agenciji dostaviti takoj, ko bo to na razpolago, v vsakem primeru pa najkasneje šest mesecev po koncu fiskalnega leta; ter

(iii) Izvajalski agenciji dostaviti vse druge informacije v zvezi z omenjenimi dokumenti, računovodsko dokumentacijo in finačnimi izkazi ter opravljeno revizijo, ki jih bo Izvajalska agencija občasno upravičeno zahtevala;

(c) za vse izdatke, za plačilo katerih so bili dvigi sredstev z računa dotacije Skrbniškega sklada GEF realizirani na osnovi kalkulacij izdatkov, mora prejemnik narediti sam ali poskrbeti, da to naredi ERS:

(i) v skladu z odstavkom (a) tega poglavja voditi dokumentacijo in računovodstvo, iz katerih bodo ti stroški razvidni;

(ii) vsaj eno leto po datumu, ko je Izvajalska agencija prejela revizijsko poročilo za fiskalno leto, v katerem je bil realiziran zadnji dvig z računa dotacije Skrbniškega sklada GEF, hraniti vso dokumentacijo (pogodbe, naročilnice, fakture, blagajniška potrdila in druge dokumente), ki dokazujejo te stroške;

(iii) predstavnikom Izvajalske agencije omogočiti pregled te dokumentacije; ter

(iv) zagotoviti, da sta ta dokumentacija in računovodska dokumentacija vključeni v letna revizijska poročila iz odstavka (b) tega poglavja, ter da revizijsko poročilo vsebuje ločeno mnenje omenjenih revizorjev o tem, ali so kalkulacije izdatkov, predložene v določenem fiskalnem letu, skupaj s postopki in notranjo kontrolo njihove priprave, dovolj verodostojne za upravičenost tozadevnih dvigov.

5. člen

Pravna sredstva Izvajalske agencije

Poglavje 5.01. V skladu s Poglavjem 6.02 (k) Splošnih pogojev se določijo naslednji dodatni dogodki:

(a) če pride do sprememb, suspendiranja, razveljavitve, preklica ali opustitve statutih ali drugih predpisov, ki urejajo obstoj ali dejavnosti ERS, kar bi dejansko in negativno vplivalo na dejavnosti ali finančno stanje ERS ali na sposobnost ERS, da izpolni svoje obveznosti po sporazumu o upravljanju projekta.

(b) če zaradi dogodkov, ki se zgodijo po datumu tega sporazuma, nastopijo izredne okoliščine, v katerih ni verjetno, da bi bil prejemnik sposoben izpolniti svoje obveznosti iz tega sporazuma.

(c) če prejemnik, ali druga pristojna oblast, izvede: (i) dejavnosti, ki bodo negativno vplivale na izvedbo tega projekta ali na sposobnost ERS, da izpolni svoje obveznosti iz sporazuma o upravljanju projekta; ali (ii) postopek za razpustitev ali ukinitvev ERS ali za suspendiranje njegove dejavnosti.

ARTICLE VI

Effectiveness; Termination

Section 6.01. For purposes of Section 12.03 of the General Conditions, the following events are specified as conditions to the effectiveness of the GEF Trust Fund Grant Agreement:

(a) the Project Administration Agreement shall have been executed with terms and conditions satisfactory to the Implementing Agency; and

(b) the Recipient shall have appointed staff for the PIU whose qualifications, experience and terms and conditions of employment are satisfactory to the Implementing Agency.

Section 6.02. The date sixty (60) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

Section 6.03. This Agreement shall continue in effect until the GEF Trust Fund Grant has been fully disbursed and the parties to this Agreement have fulfilled all their obligations hereunder.

ARTICLE VII

Representative of the Recipient; Addresses

Section 7.01. The Minister of Environment and Physical Planning of the Recipient is designated as representative of the Recipient for the purposes of Section 11.03 of the General Conditions.

Section 7.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Recipient:

Ministry of Environment and Physical Planning
Zupanciceva
61000 Ljubljana
Republic of Slovenia

For the Implementing Agency:

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

Cable address:

INTBAFRAD
Washington, D. C.

Telex:

197688 (TRT),
248423 (RCA),
64145 (WUI) or
82987 (FTCC)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in Washington, D. C., as of the day and year first above written.

REPUBLIC OF SLOVENIA

By

Authorized Representative

Dr. Ernest Petrič, (s)

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
as Implementing Agency of the Global
Environment Trust Fund

By

Authorized Representative

Kamal Dervish, (s)

6. člen

Veljavnost; prenehanje

Poglavje 6.01. V skladu s Poglavljem 12.03. Splošnih pogojev se določijo naslednji dogodki, ki so pogoj za veljavnost sporazuma o dotaciji Skrbniškega sklada GEF:

(a) sporazum o upravljanju projekta mora biti izveden na način in pod pogoji, ki so za Izvajalsko agencijo zadovoljivi; ter

(b) prejemnik mora za PIU namestiti osebje, ki po kvalifikacijah, izkušnjah in pogojih in zahtevah za zaposlovanje zadovoljuje zahteve Izvajalske agencije.

Poglavje 6.02. Rok, ki se uporablja v skladu s Poglavljem 12.04 Splošnih pogojev, se izteče šestdeset (60) dni po datumu tega sporazuma.

Poglavje 6.03. Ta sporazum velja vse dotlej, dokler niso vsa sredstva dotacije Skrbniškega sklada GEF izčrpana in sta pogodbenici sporazuma v celoti izpolnili svoje obveznosti iz tega sporazuma.

7. člen

Predstavnik prejemnika; naslovi

Poglavje 7.01. V smislu Poglavlja 11.03 Splošnih pogojev se za predstavnika prejemnika določi minister za okolje in prostor prejemnika.

Poglavje 7.02. V smislu Poglavlja 11.01 Splošnih pogojev se določijo naslednji naslovi:

Za prejemnika:

Ministrstvo za okolje in prostor Republike Slovenije
Župančičeva
61000 Ljubljana
Republika Slovenija

Za Izvajalsko agencijo:

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

Brzovjavni naslov:

INTBAFRAD
Washington, D.C.

Telex:

197688 (TRT)
248423 (RCA)
64145 (WUI) ali
82987 (FTCC)

Pogodbenici sta preko svojih ustreznih pooblaščenih predstavnikov na dan in leto, ki sta navedena na začetku sporazuma, vsaka v svojem imenu v Washingtonu D.C. podpisali ta sporazum.

REPUBLIKA SLOVENIJA

Podpisnik

Pooblaščen predstavnik

Dr. Ernest Petrič l. r.

MEDNARODNA BANKA ZA
OBNOVO IN RAZVOJ
kot Izvajalska agencija za
Skrbniški sklad GEF

Podpisnik

Pooblaščen predstavnik

Kamal Dervish l. r.

SCHEDULE 1

PRILOGA 1

Withdrawal of the Proceeds of the GEF Trust Fund Grant

Črpanje sredstev dotacije Skrbniškega sklada GEF

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

1. Spodnja tabela navaja kategorije blaga, ki se financirajo iz dotacije Skrbniškega sklada GEF, razporeditev sredstev dotacije Skrbniškega sklada GEF na posamezne kategorije ter odstotek stroškov, ki se financira v okviru vsake kategorije:

Category	Amount of the GEF Trust Fund Grant Allocated (Expressed in SDR Equivalent)	% of Expenditures to be Financed
(1) Works	1,070,000	85%
(2) Goods	1,980,000	100% of foreign expenditures, 100% of local expenditures (ex-factory cost) and 85% of local expenditures for other items procured locally
(3) Consultants' services	420,000	100%
(4) Operating costs of the PIU	250,000	100%
(5) Unallocated	480,000	
TOTAL	4,200,000	

Kategorija	Znesek dodeljene dotacije Skrbniškega sklada GEF (Izraženo v SDR protivrednosti)	% stroškov, ki se financira
(1) Dela	1.070.000	85%
(2) Blago	1.980.000	100% stroškov v tuji valuti in 100% stroškov v domači valuti (cena franko tovarna) ter 85% stroškov v domači valuti za drugo blago, nabavljeno na lokalnem tržišču
(3) Svetovalne storitve	420.000	100%
(4) Obratovalni stroški PIU	250.000	100%
(5) Nerazporejena sredstva	480.000	
SKUPAJ	4.200.000	

2. For the purposes of this Schedule:

2. V smislu te priloge:

(a) the term "foreign expenditures" means expenditures in the currency of any country other than that of the Recipient for goods, works or services supplied from the territory of any country other than that of the Recipient;

(a) izraz "izdatki v tuji valuti" pomeni izdatke v vsaki valuti, razen v valuti prejemnikove države, za blago in storitve, dobavljene z ozemlja katerekoli tuje države, razen z ozemlja države prejemnika;

(b) the term "local expenditures" means expenditures in the currency of the Recipient or for goods, works or services supplied from the territory of the Recipient; and

(b) izraz "izdatki v domači valuti" pomeni izdatke v valuti prejemnika ali za blago ali storitve, dobavljene z ozemlja države prejemnika; ter

(c) the term "operating costs" means operating costs incurred on account of the Project for the operation of the PIU, including staff salaries (other than salaries of government officials); office rent and maintenance; office equipment and consumable supplies; communications and transportations and the provision for the payment by the Recipient to SEF of an agency fee at the rate of 3% of the amount disbursed under Sub-grant agreements.

(c) izraz "obratovalni stroški" pomeni obratovalne stroške, ki nastanejo zaradi izvajanja projekta v PIU, kar zajema plače za osebje (razen plač za vladne uradnike); najemnino in vzdrževanje pisarn; pisarniško opremo in potrošni material; komunikacije in prevoze ter rezervirana sredstva za provizijo, ki jo prejemnik plača ERS, v višini 3% zneska, ki se črpa za financiranje sporazumov o pod-dotaciji.

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of:

3. Ne glede na določbe 1. odstavka, sredstev ni mogoče črpati:

(a) payments made for expenditures prior to the date of this Agreement, except that withdrawals, in an aggregate amount not exceeding the equivalent of SDR 800,000, may be made on account of payments made for expenditures under the Project before that date but after August 1, 1993, and

(a) za plačila stroškov, nastalih pred datumom veljavnosti tega sporazuma; ne glede na to pa velja, da se dvigi sredstev, ki v skupnem znesku ne presegajo protivrednosti SDR 800.000, lahko uporabijo za plačila stroškov projekta, ki so nastali pred tem datumom, vendar po 1. avgustu 1993; ter

(b) expenditures in respect of Categories (1), (2) and (3) for Parts B (1) through B (6) of the Project on account of Sub-projects, until the Implementing Agency has received: (i) satisfactory evidence of the execution of the Sub-grant Agreement for the Sub-project; and (ii) the certification by the Recipient that the Participating Enterprise has implemented appropriate environmental safeguards and adopted adequate safety measures, in a manner satisfactory to the Implementing Agency, for the Sub-project.

4. The Implementing Agency may require withdrawals from the GEF Trust Fund Grant Account to be made on the basis of statements of expenditure for expenditures for (a) works under contracts not exceeding \$500,000 equivalent, (b) goods under contracts not exceeding \$400,000 equivalent; (c) consulting firms' services under contracts not exceeding \$100,000 equivalent; and (d) individual consultants' services under contracts not to exceed \$50,000 equivalent under such terms and conditions as the Implementing Agency shall specify by notice to the Recipient.

5. If the Implementing Agency shall have determined at any time that any payment made from the GEF Trust Fund Grant Account was used for any expenditure not consistent with the provisions of this Agreement, the Recipient shall, promptly upon notice from the Implementing Agency, refund to the Implementing Agency for deposit into the GEF Trust Fund Grant Account, an amount equal to the amount so used or the portion thereof as specified by the Implementing Agency.

(b) za plačilo stroškov po kategorijah (1), (2) in (3) za Dele B (1) do (6) projekta na račun pod-projektov, dokler Izvajalska agencija ne prejme: (i) zadovoljivih dokazil, da je bil za podprojekt sklenjen sporazum o pod-dotaciji; ter (ii) potrdilo s strani prejemnika, da je sodelujoče podjetje v zvezi s podprojektom uvedlo ustrezno okoljevarstveno zaščito ter sprejelo ustrezne varnostne ukrepe, na način, ki je za Izvajalsko agencijo zadovoljiv.

4. Izvajalska agencija lahko zahteva, da se dvigi sredstev iz računa dotacije Skrbniškega sklada GEF izvajajo na osnovi predložene kalkulacije izdatkov (a) za tiste pogodbe o delu, ki ne presegajo protivrednosti \$500.000, (b) za tiste pogodbe za nabavo blaga, ki ne presegajo protivrednosti \$400.000, (c) za tiste pogodbe o svetovalskih storitvah podjetij, ki ne presegajo protivrednosti \$100.000, ter (d) za tiste pogodbe o svetovalskih storitvah posameznikov, ki ne presegajo protivrednosti \$50.000, pod pogoji in določili, ki jih določi Izvajalska agencija in o njih pisno obvesti prejemnika.

5. Če Izvajalska agencija ugotovi, da je bilo plačilo iz računa dotacije Skrbniškega sklada GEF uporabljeno za kritje stroška, ki ni v skladu z določbami tega sporazuma, mora prejemnik, takoj po prejemu pisnega obvestila od Izvajalske agencije, vrniti Izvajalski agenciji za polog na račun dotacije Skrbniškega sklada GEF znesek v višini zneska, ki je bil tako uporabljen, ali del tega zneska, ki ga določi Izvajalska agencija.

SCHEDULE 2

Description of the Project

The objective of the Project is to assist the Recipient in phasing out the production and consumption of ODS in a cost-effective manner.

The Project consists of the Following parts, subject to such modifications thereof as the Recipient and the Implementing Agency may agree upon from time to time to achieve such objectives:

Part A: Institutional Strengthening

Sub-project No. 1 – Establishment of the PIU to coordinate the implementation of the Project and to provide institutional, organizational and technical support for the implementation of ODS phaseout activities.

Part B: Investment Sub-projects

(1) Sub-project No. 2 – Conversion and Phaseout of ODS at LTH:

(a) Substitution of CFC refrigerant with HFC-134a and HFC blends; (b) substitution of CFC-11 blowing agent with cyclopentane.

(2) Sub-project No. 3 – Servicing of Refrigerators and Freezers and Substitution of CFC-12 Refrigerant in Heat Pumps with HFC-134a at Gorenje Servis:

(a) Servicing the refrigerating-freezing appliances and heat pumps which contain CFC-12 as refrigerant and its recovery; (b) servicing the refrigerating-freezing appliances which contain HFC-134a as refrigerant; and (c) substitution of CFC-12 with HFC-134a in the production of heat pumps.

PRILOGA 2

Opis projekta

Cilj projekta je prejemniku nuditi pomoč pri postopnem opuščanju proizvodnje in potrošnje ozonu škodljivih snovi (ODS) na stroškovno sprejemljiv način.

Projekt sestavljajo naslednji deli, vendar pa se lahko prejemnik in Izvajalska agencija občasno dogovorita o njegovih spremembah, da se dosežejo predvideni cilji:

Del A: Organizacija

Podprojekt št. 1 – Ustanovitev Enote za izvajanje projekta (PIU) za koordiniranje izvajanja projekta in nudenje institucionalne, organizacijske in tehnične podpore za izvajanje dejavnosti za postopno opuščanje ozonu škodljivih snovi (ODS).

Del B: Investicijski podprojekti

(1) Podprojekt št. 2 – projekt za prehod na druga sredstva in postopno opuščanje ODS v LTH:

(a) nadomeščanje hladilnega sredstva CFC s HFC-134a in zmesmi HFC; (b) nadomeščanje CFC-11 s ciklopentanom.

(2) Podprojekt št. 3 – Servisiranje hladilnikov in zmrzovalnikov ter nadomeščanje hladilnega sredstva CFC-12 v toplotnih črpalkah s HFC-134a v Gorenje Servisu:

(a) servisiranje hladilno-zmrzovalnih naprav in toplotnih črpalk, ki vsebujejo hladilno sredstvo CFC-12, ter njegovo zbiranje; (b) servisiranje hladilno-zmrzovalnih naprav, ki vsebujejo hladilno sredstvo HFC-134a, ter njegovo zbiranje; ter (c) nadomeščanje CFC-12 s HFC-134a v proizvodnji toplotnih črpalk.

(3) Sub-project No. 4 – Conversion of Aerosol Production to CFC-Free Propellants at Krka Kozmetika:

Phase-out of the use of about 79 tons (1993) of CFC aerosol propellants and the substitution of said propellants with Dimethyl Ether (DME) in perfumes and colognes, and hydrocarbon aerosol propellants in all other products.

(4) Sub-project No. 5 – Substitution of CFC Propellants in the Production of Pharmaceuticals at LEK Pharmaceutical and Chemical Company:

Phase-out of the annual use of about 157 tons of CFC aerosol propellants and substitution of said propellants with hydrocarbon aerosol propellants in the production of pharmaceuticals.

(5) Sub-project No. 6 – Elimination of CFC-11 in the Production of Light Building Panels at Trimo:

Elimination of about 27.7 tons of annual CFC-11 consumption in Trimo's production process by replacing the CFC-11 with CO₂-based foaming agent for its polyurethane adhesives.

(6) Sub-project No. 7 – Substitution of CFC with Aliphatic Hydrocarbons in Dry Cleaning at Labod Dry Cleaning and Laundry Company:

Phase-out of about 3.5 tons of CFC by replacing CFC procedures with aliphatic hydrocarbons.

The Project is expected to be completed on June 30, 1997.

SCHEDULE 3

Procurement and Consultants' Services

Section I. Procurement of Goods and Works

Part A: General

Goods and works shall be procured in accordance with the provisions of Section I of the "Guidelines for Procurement under IBRD Loans and IDA Credits" published by the Bank in January 1995 (the Guidelines) and the following provisions of this Section, as applicable.

Part B: Other Procurement Procedures

1. Limited International Bidding

Goods estimated to cost \$1,500,000 equivalent or less in the aggregate (\$1,100,000 to be financed by the Grant), which the Implementing Agency agreed can only be purchased from a limited number of suppliers, may be procured under contracts awarded in accordance with the provisions of paragraph 3.2 of the Guidelines.

2. International Shopping

Goods estimated to cost \$400,000 equivalent or less per contract and \$2,000,000 equivalent or less in the aggregate (\$1,600,000 to be financed by the Grant), may be procured under contracts awarded on the basis of international shopping procedures in accordance with the provisions of paragraphs 3.5 and 3.6 of the Guidelines.

3. National Shopping

Goods estimated to cost \$50,000 equivalent or less per contract and \$250,000 equivalent or less in the aggregate, may be procured under contracts awarded on the basis of national shopping procedures in accordance with the provisions of paragraphs 3.5 and 3.6 of the Guidelines.

(3) Podprojekt št. 4 – Prehod na proizvodnjo aerosolov s potisnim plinom brez CFC v Krka Kozmetiki:

Postopno opuščanje uporabe približno 79 ton (1993) potisnih plinov s CFC za aerosol in nadomeščanje teh potisnih plinov z dimetiletom (DME) v parfumi in kolonjskih vodah, ter z ogljikovodikovimi potisnimi plini v vseh drugih proizvodih.

(4) Podprojekt št. 5 – Nadomeščanje CFC potisnih plinov v proizvodnji zdravil v LEKu, tovarni farmacevtskih in kemičnih izdelkov:

Postopno opuščanje uporabe približno 157 ton (1993) potisnih plinov s CFC za aerosol in nadomeščanje teh potisnih plinov z ogljikovodikovimi potisnimi plini za aerosol v proizvodnji zdravil.

(5) Podprojekt št. 6 – Opustitev CFC-11 v proizvodnji lahkih gradbenih plošč v Trimu:

Opustitev letne porabe približno 27,7 ton CFC-11 v Trimovem proizvodnem procesu in nadomestitev CFC-11 s polnilom na osnovi CO₂ pri proizvodnji poliuretanskih veziv.

(6) Podprojekt št. 7 – Nadomeščanje CFC z alifatskimi ogljikovodiki v postopku kemičnega čiščenja v Kemični čistilnici in pralnici Labod:

Postopno opuščanje približno 3,5 ton CFC z uvajanjem alifatskih ogljikovodikov namesto postopka s CFC.

Projekt bo predvidoma končan 30. junija 1997.

PRIOLOGA 3

Nabava in svetovalne storitve

Poglavje I. Nabava blaga in storitev

Oddelek A: Splošno

Blago in delo se nabavlja v skladu z določbami Poglavja I "Navodil za nabavo s krediti IBRD in krediti IDA", ki jih je Banka izdala januarja 1995 (navodila za izvajanje projekta), ter določbami tega Poglavja.

Oddelek B: Drugi postopki za nabavo

1. Omejeni mednarodni razpisi

Blago, ki po oceni stane skupno protivrednost \$1.500.000 ali manj (\$ 1.100.000 se financira iz dotacije), in za katerega se Izvajalska agencija strinja, da se lahko nabavlja le od omejenega števila dobaviteljev, se lahko nabavlja po pogodbah, ki so pridobljene v skladu z določili odstavka 3.2 navodil za izvajanje projekta.

2. Nakupi na tujem tržišču

Blago, ki po oceni stane protivrednost \$400.000 ali manj po pogodbi ter skupno protivrednost \$2.000.000 ali manj (\$ 1.600.000 se financira iz dotacije), se lahko nabavlja s pogodbami, ki so pridobljene na temelju mednarodnih postopkov za nakup v skladu z določbami odstavkov 3.5 in 3.6 navodil za izvajanje projekta.

3. Nakupi na domačem tržišču

Blago, ki po oceni stane protivrednost \$50.000 ali manj po pogodbi ter skupno protivrednost \$250.000 ali manj, se lahko nabavlja s pogodbami, ki so pridobljene na temelju državnih postopkov za nakup v skladu z določbami odstavkov 3.5 in 3.6 navodil za izvajanje projekta.

4. Procurement of Small Works

Works estimated to cost \$500,000 equivalent or less per contract, and not to exceed \$1,700,000 in the aggregate (\$1,600,000 to be financed by the Grant), shall be procured under lumpsum, fixed price contracts awarded on the basis of quotations obtained from three qualified domestic contractors in response to a written invitation. The invitation shall include a detailed description of the works, including basic specifications, the required completion date, a basic form of agreement acceptable to the Implementing Agency, and relevant drawings, where applicable. The award shall be made to the contractor who offers the lowest price quotation for the required work, and who has the experience and resources to successfully complete the contract.

5. Direct Contracting

Goods which should be procured as an extension of an existing contract or must be purchased from the original supplier to be compatible with existing equipment, may, with the Implementing Agency's prior agreement, be procured in accordance with the provisions of paragraph 3.7 of the Guidelines.

Part C: Review by the Bank of Procurement Decisions

1. Procurement Planning

Prior to the issuance of any invitations to prequalify for bidding or to bid for contracts, the proposed procurement plan for the Project shall be furnished to the Bank for its review and approval, in accordance with the provisions of paragraph 1 of Appendix 1 to the Guidelines. Procurement of all goods and works shall be undertaken in accordance with such procurement plan as shall have been approved by the Bank, and with the provisions of said paragraph 1.

2. Prior Review

With respect to: (a) each contract procured under the provisions Section I.B.1 of this Schedule, (b) the first two contracts procured under the provisions of Section I.B.2 and I.B.4 and (c) all contracts procured under the provisions of Section I.B.5 of this Schedule, the procedures set forth in paragraphs 2 and 3 of Appendix 1 to the Guidelines shall apply.

3. Post Review

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

Section II. Employment of Consultants

1. Consultants' services shall be procured under contracts awarded in accordance with the provisions of the "Guidelines for the Use of Consultants by World Bank Borrowers and by the World Bank as Executing Agency" published by the Bank in August 1981 (the Consultant Guidelines). For complex, time-based assignments, such contracts shall be on the standard form of contract for consultants' services issued by the Bank, with such modifications thereto as shall have been agreed by the Implementing Agency. Where no relevant standard contract documents have been issued by the Bank, other standard forms acceptable to the Implementing Agency shall be used.

2. Notwithstanding the provisions of paragraph 1 of this Section, the provisions of the Consultants' Guidelines requiring prior Implementing Agency review or approval of budgets, short lists, selection procedures, letters of invitation, proposals, evaluation reports and contracts, shall not apply to (a) contracts for the employment of consulting firms

4. Nabava manjših storitev

Dela, ki po oceni stanejo protivrednost \$500.000 ali manj po pogodbi in skupno ne presegajo vrednosti \$ 1.700.000 (\$ 1.600.00 se financira iz dotacije), se nabavljajo po pogodbah s fiksno pavšalno ceno, ki so oddane na osnovi cenikov, pridobljenih od treh kvalificiranih domačih izvajalcev v odgovor na pisno vabilo. Vabilo mora vsebovati podroben opis del, temeljne specifikacije, zahtevani datum končanja del, osnovno obliko sporazuma, ki je sprejemljiva za Izvajalsko agencijo, ter načrte, kjer je to potrebno. Pogodba se odda izvajalcu, ki ponudi najnižjo ceno za zahtevana dela in ki ima izkušnje in kapacitete za uspešno izpolnitev pogodbe.

5. Neposredne pogodbe

Blago in dela, ki se nabavljajo v podaljškju obstoječe pogodbe ali morajo biti nabavljeni od originalnega dobavitelja, da se zagotovi skladnost z obstoječo opremo, se lahko, po predhodni odobritvi s strani Izvajalske agencije nabavljajo v skladu z določbami odstavka 3.7. navodil.

Oddelek C: Pregled Banke odločitev o nabavah

1. Planiranje nabav

Pred objavo razpisa za predkvalifikacije ali razpisa za oddajo del, je treba Banki predložiti predvideni načrt nabav projekta v pregled in odobritev, v skladu z določbami 1. odstavka priloge 1 navodil. Nabava vsega blaga in del se izvaja v skladu s tem načrtom nabav, ki ga odobri Banka, ter v skladu z omenjenimi določbami 1. odstavka.

2. Predhodni pregled

Za: (a) vse pogodbe, pridobljene v skladu z določbami poglavja I.B.1. te priloge, (b) za prvi dve pogodbi, pridobljeni v skladu z določbami poglavij I.B.2. in I.B.4. in (c) vse pogodbe, pridobljene v skladu z določbami poglavja I.B.5. te priloge, veljajo postopki, določeni v 2. in 3. odstavku priloge 1 navodil.

3. Naknadni pregled

Za vse pogodbe, za katere ne velja zgornji 2. odstavek tega Oddelka, veljajo postopki, predvideni v 4. odstavku priloge 1 navodil.

Poglavje II. Zaposlovanje svetovalcev

1. Storitve svetovalcev se zagotovijo na osnovi pogodb, sklenjenih v skladu z določbami "Navodil za uporabo svetovalcev s strani kreditorejmalcev Svetovne Banke in s strani Svetovne Banke kot izvršilne agencije", ki jih je Banka izdala avgusta 1981 (Navodila za svetovalce). Za pogodbe za izvedbo zahtevnejših in časovno omejenih nalog prejemnik uporabi standardne obrazce pogodb za svetovalne storitve, ki jih je izdala Banka, o morebitnih spremembah teh pogodb pa se dogovori z Izvajalsko agencijo. V primeru, da Banka ni izdala ustreznih standardnih pogodbenih dokumentov, prejemnik uporabi druge standardne obrazce, ki so za Izvajalsko agencijo sprejemljivi.

2. Ne glede na določbe 1. odstavka tega Poglavlja velja, da tiste določbe iz Navodil za svetovalce, na podlagi katerih se zahteva, da Izvajalska agencija predhodno pregleda ali odobri predračune, sezname izbranih kandidatov, izbirne postopke, vabila, predloge, cenitve in pogodbe, ne veljajo (a) za pogodbe za zaposlovanje svetovalskih firm, katerih

estimated to cost less than \$100,000 equivalent each or (b) contracts for the employment of individuals estimated to cost less than \$50,000 equivalent each. However, said exceptions to prior Implementing Agency review shall not apply to (a) the terms of reference for such contracts, (b) single-source selection of consulting firms, (c) assignments of a critical nature, as reasonably determined by the Implementing Agency, (d) amendments to contracts for the employment of consulting firms raising the contract value to \$100,000 equivalent or above, or (e) amendments to contracts for the employment of individual consultants raising the contract value to \$50,000 equivalent or above.

SCHEDULE 4

Terms and Conditions of Sub-grants

Sub-grants shall be provided on terms whereby the Recipient shall obtain, through the Sub-grant Agreements, rights adequate to protect the interests of the Implementing Agency and the Recipient, including the right to:

(a) require the Participating Enterprise to carry out and operate the Sub-project with due diligence and efficiency and in accordance with sound technical, financial, managerial, environmental and ecological standards;

(b) require that:

(i) the goods, works and consultants' services to be financed out of the proceeds of the GEF Trust Fund Grant shall be procured in accordance with the provisions of Schedule 3 to this Agreement; and

(ii) such goods, works and consultants' services shall be used exclusively for the Sub-project;

(c) inspect, by itself or jointly with representatives of the Implementing Agency if the Implementing Agency shall so request, the goods and plants included in the Sub-project, the operation thereof and any relevant records and documents;

(d) require that:

(i) the Participating Enterprise shall take out and maintain with responsible insurers such insurance against such risks and in such amounts, as shall be consistent with sound business practices; and

(ii) without any limitation upon the foregoing, such insurance shall cover the hazards incident to the acquisition, transportation and delivery of goods financed out of the proceeds of the GEF Trust Fund Grant to the place of use or installation, any indemnity thereunder to be made payable in a currency freely usable by the Participating Enterprise to replace or repair such goods;

(e) obtain all such information as the Implementing Agency shall reasonably request relating to the foregoing and to the administration, operations and financial condition of the Participating Enterprise and to the benefits derived from the Sub-project; and

(f) suspend or terminate the right of the Participating Enterprise to the use of the proceeds of the GEF Trust Fund Grant upon failure by the Participating Enterprise to perform its obligations under the Sub-grant Agreement.

posamezna ocenjena vrednost je manjša od protivrednosti \$100.000 ali (b) za pogodbe za zaposlovanje posameznikov, katerih posamezna ocenjena vrednost je manjša od protivrednosti \$50.000. Vendar pa izključitev predhodnega pregleda s strani Izvajalske agencije ne velja (a) za obseg nalog teh pogodb, (b) za izbiro podjetij iz enega samega vira, (c) za ključne naloge, kot jih smiselno določi Izvajalska agencija, (d) za spremembe pogodb za zaposlovanje svetovalskih firm, zaradi katerih se vrednost pogodbe poveča na protivrednost \$100.000 ali več, ali (e) za spremembe pogodb za zaposlovanje posameznikov, zaradi katerih se vrednost pogodbe poveča na protivrednost \$50.000 ali več.

PRILOGA 4

Pravila in pogoji za dodeljevanje pod-dotacij

Pod-dotacije se dodeljujejo pod pogoji, po katerih prejemnik s sporazumom o pod-dotaciji pridobi ustrezne pravice za varovanje interesov Izvajalske agencije in prejemnika, vključno s pravico, da:

a) zahteva od sodelujočega podjetja, da izvede in vodi podprojekt prizadevno in učinkovito ter v skladu s preverjenimi tehničnimi, finančnimi, upravljaljskimi, okoljevarstvenimi in ekološkimi standardi;

b) zahteva, da:

(i) morajo biti blago, dela in svetovalske storitve, ki bodo financirani iz sredstev dotacije Skrbniškega sklada GEF, nabavljeni v skladu z določbami priloge 3 tega sporazuma; ter

(ii) se to blago, dela in svetovalne storitve uporabijo izključno za podprojekt;

c) opravi inspekcijski pregled, sam ali skupaj s predstavniki Izvajalske agencije, če Izvajalska agencija to zahteva, blaga in opreme, vključenih v podprojekt, vodenja le-tega ter vseh relevantnih izkazov in dokumentov;

d) zahteva, da:

(i) sodelujoče podjetje sklene in obnavlja z odgovornimi zavarovalnicami zavarovanje za take nevarnosti in take premije, ki so v skladu s solidno poslovno prakso; ter

(ii) brez omejitev za zgoraj navedeno, mora to zavarovanje kriti zavarovalne nevarnosti glede nakupa, transporta in dostave blaga, ki se financira iz sredstev dotacije Skrbniškega sklada GEF do mesta uporabe ali montaže, odškodnine iz tega naslova pa morajo biti izplačljive v valuti, ki jo lahko sodelujoče podjetje prosto uporabi za nadomestitev ali popravilo dotičnega blaga;

e) pridobiti vse informacije, ki jih bo Izvajalska agencija upravičeno zahtevala v zvezi z zgoraj navedenim ali upravljanjem, delovanjem ali finančnim stanjem sodelujočega podjetja in dobičkom, pridobljenim iz podprojekta; ter

f) suspendirati ali ukiniti pravico sodelujočega podjetja do uporabe sredstev dotacije Skrbniškega sklada GEF, če sodelujoče podjetje ne izpolni obveznosti iz sporazuma o pod-dotaciji.

SCHEDULE 5

PRILOGA 5

Special Account

1. For the purposes of this Schedule:

(a) the term “eligible Categories” means the Categories set forth in the table in paragraph 1 of Schedule 1 to this Agreement;

(b) the term “eligible expenditures” means expenditures in respect of the reasonable cost of goods, works and services required for the Project and to be financed out of the proceeds of the GEF Trust Fund Grant allocated from time to time to the eligible Categories in accordance with the provisions of Schedule 1 to this Agreement; and

(c) the term “Authorized Allocation” means an amount equivalent to \$800,000 to be withdrawn from the GEF Trust Fund Grant Account and deposited into the Special Account pursuant to paragraph 3 (a) of this Schedule.

2. Payments out of the Special Account shall be made exclusively for eligible expenditures in accordance with the provisions of this Schedule.

3. After the Implementing Agency 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) For withdrawals of the Authorized Allocation, the Recipient shall furnish to the Implementing Agency a request or requests for a deposit or deposits which do not exceed the aggregate amount of the Authorized Allocation. On the basis of such request or requests, the Implementing Agency shall, on behalf of the Recipient, withdraw from the GEF Trust Fund Grant Account and deposit in 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 Implementing Agency requests for deposits into the Special Account at such intervals as the Implementing Agency shall specify.

(ii) Prior to or at the time of each such request, the Recipient shall furnish to the Implementing Agency the documents and other evidence required pursuant to paragraph 4 of this Schedule for the payment or payments in respect of which replenishment is requested. On the basis of each such request, the Implementing Agency shall, on behalf of the Recipient, withdraw from the GEF Trust Fund 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 Implementing Agency from the GEF Trust Fund Grant Account under the respective eligible Categories, 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 Implementing Agency shall reasonably request, furnish to the Implementing Agency such documents and other evidence showing that such payment was made exclusively for eligible expenditures.

5. Notwithstanding the provisions of paragraph 3 of this Schedule, the Implementing Agency shall not be required to make further deposits into the Special Account:

Posebni račun

1. Za potrebe te priloge:

(a) izraz “upravičene kategorije” pomeni kategorije, ki so navedene v tabeli 1. odstavka priloge 1 tega sporazuma;

(b) izraz “upravičeni izdatki” pomeni izdatke za upravičene stroške blaga, del in storitev, ki so potrebni za izvedbo projekta in ki se financirajo iz sredstev dotacije Skrbniškega sklada GEF, ki se občasnoodobrijo za ustrezne kategorije v skladu z določbami priloge 1 tega sporazuma; ter

(c) izraz “odobrena dodelitev” pomeni znesek v protivrednosti \$800.000, ki se v skladu z odstavkom 3 (a) te priloge dvigne iz računa dotacije Skrbniškega sklada GEF in položi na posebni račun.

2. Izplačila s posebnega računa se izvajajo izključno za sprejemljive stroške v skladu z določbami te priloge.

3. Ko Izvajalska agencija prejme zadostno dokazilo, da je bil posebni račun pravilno odprt, se dvigi odobrenih dodelitev in kasnejša črpanja sredstev za polnjenje posebnega računa izvajajo, kot sledi:

(a) Za črpanje sredstev v zvezi z odobreno dodelitvijo prejemnik Izvajalski agenciji predloži enega ali več zahtevkov za plog(e), ki ne presega(jo) skupne vsote odobrene dodelitve. Izvajalska agencija na osnovi tega zahtevka ali zahtevkov v prejemnikovem imenu z računa dotacije Skrbniškega sklada dvigne in na posebni račun položi znesek ali zneske, ki ga/jih je prejemnik zahteval.

(b) (i) Za popolnitev posebnega računa prejemnik predloži Izvajalski agenciji zahtevke za pologe na posebni račun v časovnih razmikih, ki jih določi Izvajalska agencija.

(ii) Prejemnik, pred ali skupaj z vlogo vsakega zahtevka, Izvajalski agenciji predloži dokumente in druga dokazila, ki so v skladu s 4. odstavkom te priloge potrebna za plačilo ali plačila, za katera se zahteva polnjenje računa. Izvajalska agencija na podlagi takega zahtevka v imenu prejemnika z računa dotacije Skrbniškega sklada dvigne znesek, ki ga je prejemnik zahteval in za katerega je iz omenjenih dokumentov in drugih dokazil razvidno, da je bil plačan s posebnega računa za sprejemljive izdatke, in ga položi na posebni račun. Vse te pologe Izvajalska agencija črpa iz računa dotacije Skrbniškega sklada GEF za ustrezne sprejemljive kategorije in v tistih ustreznih zneskih protivrednosti, ki so upravičeni z omenjeno dokumentacijo ali drugimi dokazili.

4. Za vsako plačilo, ki ga prejemnik realizira s posebnega računa, mora Izvajalski agenciji, kadar ta to upravičeno zahteva, predložiti vse dokumente in druga dokazila o tem, da je bilo plačilo realizirano izključno za sprejemljive izdatke.

5. Ne glede na določbe 3. odstavka te priloge, Izvajalska agencija v naslednjih primerih ni dolžna izvršiti nadaljnjih pologov na posebni račun:

(a) if, at any time, the Implementing Agency shall have determined that all further withdrawals should be made by the Recipient directly from the GEF Trust Fund Grant Account in accordance with the provisions of Article V of the General Conditions and paragraph (a) of Section 2.02 of this Agreement; or

(b) if the Recipient shall have failed to furnish to the Implementing Agency, within the period of time specified in Section 4.01 (b) (ii) of this Agreement, any of the audit reports required to be furnished to the Implementing Agency pursuant to said Section in respect of the audit of the records and accounts for the Special Account;

(c) if, at any time, the Implementing Agency 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 GEF Trust Fund Grant Account pursuant to the provisions of Section 6.02 of the General Conditions; or

(d) once the total unwithdrawn amount of the GEF Trust Fund Grant allocated to the eligible Categories, less the amount of any outstanding special commitment entered into by the Implementing Agency pursuant to Section 5.02 of the General Conditions with respect to the Project, shall equal the equivalent of twice the amount of the Authorized Allocation.

Thereafter, withdrawal from the GEF Trust Fund Grant Account of the remaining unwithdrawn amount of the GEF Trust Fund Grant allocated to the eligible Categories shall follow such procedures as the Implementing Agency shall specify by notice to the Recipient. Such further withdrawals shall be made only after and to the extent that the Implementing Agency 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 Implementing Agency 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 Schedule; or (ii) was not justified by the evidence furnished to the Implementing Agency, the Recipient shall, promptly upon notice from the Implementing Agency: (A) provide such additional evidence as the Implementing Agency may request; or (B) deposit into the Special Account (or, if the Implementing Agency shall so request, refund to the Implementing Agency) an amount equal to the amount of such payment or the portion thereof not so eligible or justified. Unless the Implementing Agency shall otherwise agree, no further deposit by the Implementing Agency 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 Implementing Agency 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 Implementing Agency, refund to the Implementing Agency such outstanding amount.

(c) The Recipient may, upon notice to the Implementing Agency, refund to the Implementing Agency all or any portion of the funds on deposit in the Special Account.

(d) Refunds to the Implementing Agency made pursuant to paragraphs 6 (a), (b) and (c) of this Schedule shall be credited to the GEF Trust Fund Grant Account for subsequent withdrawal or for cancellation in accordance with the relevant provisions of this Agreement, including the General Conditions.

(a) če Izvajalska agencija kdajkoli odloči, da mora prejemnik v skladu z določbami V. člena Splošnih pogojev in odstavka (a) Poglavja 2.02 tega sporazuma vse nadaljnje dvige realizirati neposredno z računa dotacije Skrbniškega sklada GEF; ali

(b) če prejemnik ne predloži Izvajalski agenciji v roku, ki je določen v poglavju 4.01 (b) (ii) tega sporazuma, revizijskih poročil, ki jih mora po določbah tega poglavja predložiti Izvajalski agenciji v zvezi z revizijskim pregledom dokumentacije in računovodstva posebnega računa;

(c) če Izvajalska agencija kdajkoli obvesti prejemnika o svoji nameri, da v skladu z določbami Poglavja 6.02 Splošnih pogojev suspendira v celoti ali delno prejemnikovo pravico do črpanja z računa dotacije Skrbniškega sklada GEF; ali

(d) ko celotni še neizkoriščen znesek dotacije Skrbniškega sklada GEF, ki je dodeljen za sprejemljive kategorije, zmanjšan za še neporavnane posebne obveznosti, ki jih je Izvajalska agencija sprejela v zvezi s projektom v skladu s Poglavjem 5.02 Splošnih pogojev, doseže dvakratno višino zneska odobrene dodelitve.

Od tedaj dalje poteka črpanje z računa dotacije Skrbniškega sklada GEF ostalih neizkoriščenih sredstev dotacije Skrbniškega sklada GEF, ki so bila dodeljena za sprejemljive kategorije, po postopku, ki ga določi Izvajalska agencija in o tem obvesti prejemnika. Nadaljnji dvigi bodo realizirani le v za Izvajalsko agencijo sprejemljivem obsegu in šele takrat, ko bo Izvajalska agencija prepričana, da se bodo vsi zneski, ki so ostali deponirani na posebnem računu na datum omenjega sporočila, uporabili za izvajanje plačil za sprejemljive izdatke.

6. (a) Če Izvajalska agencija kdajkoli ugotovi, da je bilo kakšno plačilo s posebnega računa bodisi (i) realizirano za kritje takega stroška ali v taki višini, ki po 2. odstavku te priloge ni prejemljiv(a); ali (ii) da zanj Izvajalski agenciji niso bila predložena dokazila, mora prejemnik po prejemu obvestila od Izvajalske agencije nemudoma: (A) predložiti vsa dodatna dokazila, ki jih zahteva Izvajalska agencija; ali (B) položiti na posebni račun (ali če Izvajalska agencija to zahteva, Izvajalski agenciji refundirati) znesek v višini tega plačila ali tisti del zneska, ki ni bil sprejemljiv ali podprt z dokazili. Razen če Izvajalska agencija ne pristane na drugačen dogovor, Izvajalska agencija ne bo realizirala nobenih nadaljnjih pologov na posebni račun, dokler prejemnik ne predloži potrebnih dokazil, ali, odvisno od posameznega primera, ne realizira omenjenega pologa.

(b) Če Izvajalska agencija kdaj koli ugotovi, da neizkoriščen znesek na posebnem računu ni potreben za kritje nadaljnjih plačil za sprejemljive izdatke, mora prejemnik ta znesek po prejetju obvestila od Izvajalske agencije nemudoma vrniti.

(c) Prejemnik sme, na osnovi obvestila Izvajalski agenciji, le-tej refundirati vsa ali del sredstev, deponiranih na posebnem računu.

(d) Refundacije Izvajalski agenciji, realizirane v skladu z odstavki 6. (a), (b) in (c) te priloge, se v skladu z ustreznimi določbami tega sporazuma, vključno s Splošnimi pogoji, knjižijo v dobro računa dotacije Skrbniškega sklada GEF in uporabijo za kasnejše dvige ali preklíc.

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za okolje in prostor.

4. člen

Ta uredba začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 353-05/94-1/2-8

Ljubljana, dne 25. julija 1996

Vlada Republike Slovenije

dr. Janez Drnovšek l. r.
Predsednik

VSEBINA

49. Uredba o ratifikaciji Sporazuma o dotaciji skrbniškega sklada Global Environment Facility Trust Fund med Republiko Slovenijo in Mednarodno banko za obnovo in razvoj

Stran

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Pravkar izšlo!

prof. dr. JANEZ ŠINKOVEC

EVROPSKO PRAVO

Prvi korak Republike Slovenije pri vstopu v Evropsko unijo je založba ČZ Uradni list RS pospremila z izdajo nove knjige z naslovom Evropsko pravo. Namenjena je vsem, ki bi se radi v zgoščeni obliki seznanili z evropskimi inštitucijami, njihovimi pristojnostmi in načinom delovanja.

Poleg osebne izkaznice Evropskega parlamenta, sveta, komisije, sodišča in drugih inštitucij je avtor v knjigi obširneje predstavil skupno pravo Evropske unije, posebej pa tudi ureditev na posameznih področjih, na primer: davčne predpise, promet blaga, možnosti za ustanavljanje podjetij, finančne inštitucije, delovnopravne predpise, prometno ureditev, zunanjetrgovinsko, agrarno, regionalno in kulturno politiko, izobraževanje, varstvo okolja in varstvo potrošnikov.

Cena 3780 SIT

(10369)

Pravkar izšlo!

ZAKON O SODELOVANJU DELAVCEV PRI UPRAVLJANJU

**z uvodnimi pojasnili dr. Draga Mežnarja in stvarnim kazalom
(druga spremenjena in dopolnjena izdaja)**

Zakon o gospodarskih družbah je bil sprejet pred tremi leti, kmalu za njim pa je začel veljati tudi zakon o sodelovanju delavcev pri upravljanju. Z vse večjim številom olastninjenih podjetij se je povečalo tudi zanimanje za poznavanje določb tega zakona, čeprav velja za vse gospodarske družbe in zadruga ne glede na obliko lastnine.

Avtor je dopolnil uvodna pojasnila predvsem z odgovori na vprašanja, ki so se najpogosteje pojavila med dosedanjim izvajanjem zakonskih določb. Med drugim svetuje: kako naj bo sestavljen nadzorni svet, da bodo delodajalci in zaposleni najlažje sporazumno urejali vsa odprta vprašanja, kakšna naj bo vloga delavskega direktorja, kakšna sveta delavcev in delavskega zaupnika itd.

Na koncu knjižice pa je tudi stvarno kazalo, ki bo olajšalo iskanje posameznih zakonskih določb.

Cena 1323 SIT

(10368)

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