

Z A K O N

O POTVRĐIVANJU SPORAZUMA O ZAJMU IZMEĐU KFW, FRANKFURT NA MAJNI I REPUBLIKE SRBIJE ZA PROGRAM „VODOSNABDEVANJE I PREČIŠĆAVANJE OTPADNIH VODA U OPŠTINAMA SREDNJE VELIČINE U SRBIJI VI (FAZA II)“

Član 1.

Potvrđuje se Sporazum o zajmu između KfW, Frankfurt na Majni i Republike Srbije za Program „Vodosnabdevanje i prečišćavanje otpadnih voda u opštinama srednje veličine u Srbiji VI (faza II)“, koji je potpisan 22. novembra 2021. godine u Frankfurtu na Majni i Beogradu, u originalu na engleskom jeziku.

Član 2.

Tekst Sporazuma o zajmu između KfW, Frankfurt na Majni i Republike Srbije za Program „Vodosnabdevanje i prečišćavanje otpadnih voda u opštinama srednje veličine u Srbiji VI (faza II)“, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

Loan Agreement

dated 22/11/ 2021

between

**KfW, Frankfurt am Main
("KfW")**

and

**the Republic of Serbia
("Borrower")
represented by the Minister of Finance**

for

EUR 70,000,000.00

for the Programme

**- Water Supply and Wastewater Treatment in Medium-Sized Municipalities in Serbia
VI (Phase II) -**

Loan ID: 30011

**BMZ-No. 201365774 ("Tranche 1" of up to EUR 28 million)
&
BMZ-No. 201465236 ("Tranche 2" of up to EUR 42 million)**

CONTENTS

CONTENTS	2
PREAMBLE	3
1. Loan.....	4
2. Channeling of the Loan	6
3. Disbursement.....	7
4. Fees.....	9
5. Interest.....	10
6. Repayment and prepayment	11
7. Calculations and payments in general.....	15
8. Guarantee from the Federal Republic of Germany	16
9. Illegality.....	17
10. Costs and public charges	17
11. Special obligations	18
12. Termination of the Loan Agreement	20
13. Representation and statements.....	21
14. Publication and transfer of Programme-related information.....	23
15. General provisions	25
Annex 1 Disbursement schedule	29
Annex 2 Form of Legal Opinion of the Ministry of Justice of the Republic of Serbia	30
Annex 3.....	35
Confirmation letter from KfW regarding the German Government Guarantee.....	35
Annex 4.....	36
Information concerning Article 15.10 .....	.....

P R E A M B L E

The basis for this loan agreement between KfW and the Borrower (the "**Loan Agreement**") are the:

- (i) Summary Record of Negotiations on Development Cooperation between the Government of the Republic of Serbia and the Government of the Federal Republic of Germany dated 25 June 2013,
- (ii) Summary Record of Negotiations on Development Cooperation between the Government of the Republic of Serbia and the Government of the Federal Republic of Germany dated 20 November 2014, and
- (iii) exchange of notes dated 21 January 2021 and 16 August 2021 between the Government of the Federal Republic of Germany and the Government of the Republic of Serbia on Financial Cooperation (the "**Government Agreement**").

The Programme (as defined below) is implemented in two phases, the preparatory phase ("**Phase 1**") and the implementation phase ("**Phase 2**"). This Loan Agreement concerns investments and expert services for Phase 2.

KfW will refinance the Loan granted in accordance with the conditions of this Loan Agreement with interest subsidies from low-interest budget funds provided by the Federal Republic of Germany for programmes that meet development-policy eligibility criteria. The terms and conditions of the Loan comply with the OECD requirements applicable on the date of signing of the Loan Agreement for recognition as Official Development Assistance (ODA).

On this basis set out above and under the condition that the Federal Republic of Germany extends a guarantee for the Loan, KfW will grant a Loan in accordance with the terms and conditions of this Loan Agreement. Additionally, on 17 December 2019 the Republic of Serbia and KfW concluded (i) a grant agreement amounting to EUR 5,452,509.76 for investments and expert services (the "**Grant Agreement I**") and (ii) a grant agreement amounting to EUR 2 million for accompanying measures (the "**Grant Agreement II**") for the promotion of Phase II of the Programme.

1. Loan

1.1 *Amount.* KfW will extend to the Borrower a loan not exceeding a total of

EUR 28,000,000.00 (Tranche 1)

(in words: twenty-eight million Euro)

and

EUR 42,000,000.00 (Tranche 2)

(in words: forty-two million Euro),

totalling

EUR 70,000,000.00

(in words: seventy million Euro),

split in two portions, of which

- portion I shall be at least EUR 68,5 million, and shall be used pursuant to Article 1.2 (a) below ("**Portion I**"), and
- portion II shall not exceed EUR 1,5 million, and shall be used pursuant to Article 1.2 (b) below ("**Portion II**")

(Portion I and Portion II together are referred to as the "**Loan**").

1.2 *Channeling and purpose of the Loan.*

- a) The Borrower shall channel Portion I to municipalities in the Republic of Serbia selected by the Borrower in consultation with KfW (each such town/municipality hereinafter referred to as "Municipality", together as "Municipalities") and to their respective public utility companies in charge of wastewater management (each such company hereinafter referred to as "**Programme-Executing Agency**", together as "**Programme-Executing Agencies**") on the conditions set forth in Article 2, and ensure that the Municipalities and the Programme-Executing Agencies will use Portion I exclusively to finance the implementation and improvement of wastewater infrastructure measures of the "Water Supply and Wastewater Treatment in Medium-Sized Municipalities in Serbia VI Programme" to improve the waste water systems in the Municipalities.

The Borrower, in this respect represented by the Ministry of Construction, Transport and Infrastructure (the "**MCTI**") will ensure that both the Municipalities and the Programme-Executing Agencies will be jointly

responsible for the implementation of the individual measures under Portion I.

- b) The Borrower will use Portion II exclusively to finance expert services for the implementation and improvement of wastewater infrastructure measures with respect to the Municipalities.

The projects as set out in a) and b) above with respect to Portion I and Portion II are hereinafter collectively referred to as the “**Programme**”.

- 1.3 The Borrower, in this respect represented by the MCTI, acting as the Programme implementing unit, and KfW will determine the details of the Programme and the supplies and services to be financed from the Loan by separate agreements (“**Separate Agreements**”).
- 1.4 *Taxes, charges, customs duties.* Taxes and other public charges owed by the Borrower, any of the Municipalities or the Programme-Executing Agencies, as well as customs duties will not be financed from the Loan. In addition to the foregoing, the goods and services imported into the Republic of Serbia for the Programme shall be exempted from customs fees and the trade of goods, services, and equipment for the Programme shall be exempted from VAT.

2. Channeling of the Loan

- 2.1 *Channeling agreement.* The Borrower shall channel up to 50% of Portion I to the Municipalities and the Programme-Executing Agencies, as a loan at terms and conditions as set out in Articles 5.1 and 6.1 hereof, and 50% as a grant. Further details will be set out in the respective Separate Agreement and in separate on-granting and on-lending agreements to be concluded between the Borrower, each Municipality and its Programme-Executing Agency (the on-granting agreements and the on-lending agreements are hereinafter referred to as "**Trilateral Contracts**", each a "**Trilateral Contract**").
- 2.2 *Certified translation.* Prior to the first disbursement of Portion I to one of the Municipalities, the Borrower, in this regard represented by the MCTI, shall provide KfW with a copy of the Serbian version and a certified English translation of the respective Trilateral Contract. Prior to any further disbursement of Portion I to other Municipalities, the Borrower, in this regard represented by the MCTI shall provide KfW with copies of the Serbian version and English translations of further Trilateral Contracts.
- 2.3 *No liability of Municipalities and their Programme-Executing Agencies.* The channelling of the Loan under the Trilateral Contracts shall not constitute any liability of the Municipalities or their Programme-Executing Agencies to KfW for payment obligations under this Loan Agreement, but will not exclude them from payment obligations towards the Borrower under the respective Trilateral Contract.

3. Disbursement

- 3.1 *Requesting disbursements.* As soon as all conditions precedent to disbursement pursuant to Article 3.3 (*Conditions precedent to disbursement*) hereof are fulfilled, KfW will disburse the Loan in accordance with the progress of the Programme and upon request of the Borrower, in this regard represented by the MCTI. Disbursements will be made in accordance with the Disbursement Schedule contained in Annex 1 (*Disbursement Schedule*) to this Loan Agreement. KfW will make disbursements only up to the maximum amounts determined for each disbursement period specified in Annex 1. To the extent the Borrower requests disbursement of lower amounts within any such period the undisbursed amounts may be requested in any of the next ensuing periods. With the exception of the last disbursement, KfW is not obligated to make disbursements of less than EUR 350,000,00.
- 3.2 *Deadline for requesting disbursements.* KfW has the right to refuse to make disbursements after 30 June 2027. KfW and the Borrower may agree on an extension of this deadline in writing by way of an exchange of letters.
- 3.3 *Conditions precedent to disbursement.* KfW is obligated to make disbursements under this Loan Agreement only if the following conditions precedent have been fulfilled in a manner satisfactory to KfW in form and substance:
- a) The Borrower will have demonstrated to the satisfaction of KfW, by presenting a legal opinion the content of which is essentially in conformity with the specimen in Annex 2 (*Form of Legal Opinion of the Ministry of Justice of the Republic of Serbia*) hereof and by presenting certified copies (each with an official translation into the language of this Loan Agreement) of all documents to which such legal opinion refers, that the Loan Agreement is legally effective and enforceable and, in particular, that
- (i) the Borrower has met all requirements under its constitutional law and other applicable legal provisions for the valid assumption of all its obligations under this Loan Agreement, and
- (ii) KfW is exempted from all taxes on income from interest earnings and all levies, commissions and similar costs in the Republic of Serbia when granting the Loan;

- b) KfW is in possession of an original of this Loan Agreement and the Separate Agreements, each signed with legally binding force;
- c) the specimen signatures mentioned in Article 13.1 (*Representation of the Borrower*) hereof have been received by KfW;
- d) the guarantee from the Federal Republic of Germany mentioned in Article 8 (*Guarantee from the Federal Republic of Germany*) is in force and effect without any restriction. KfW will inform the Borrower once the Guarantee is in force and effect. The form of confirmation letter to be provided by KfW will be enclosed as Annex 3 to this Loan Agreement;
- e) the Borrower has paid the Management Fee set forth in Article 4.2 (*Management Fee*) hereof;
- f) no reason for termination has occurred, nor has an incident occurred that would become a cause for termination by notification or expiration or ascertainment or fulfilment of a condition (potential reason for termination);
- g) no extraordinary circumstances have arisen that preclude or seriously jeopardise the implementation, the operation, or the purpose of the Programme, or the performance of the payment obligations assumed by the Borrower under this Loan Agreement, and
- h) the condition precedent to disbursement set out in Article 2.2 (*Certified translation*) has been fulfilled.

KfW has the right prior to any disbursement from the Loan to demand such further documents and evidence as it deems necessary at its discretion (acting reasonably in accordance with regulations and policies applicable to KfW and/or international banking practice) to ascertain the conditions precedent for disbursement specified in this section.

- 3.4 *Details of the disbursement procedure.* The Borrower, in this respect represented by the MCTI, and KfW will determine the details of the disbursement procedure by the Separate Agreements and, in particular, the evidence that has to be furnished by the Borrower through the MCTI proving that the requested Loan amounts are being used for the agreed purpose.

3.5 *Right to cancel disbursements.* Subject to the fulfilment of its obligations under Article 11 (*Special obligations*) hereof the Borrower may waive the disbursement of undisbursed Loan amounts with the prior consent of KfW against payment of a **Non-Utilisation Fee** pursuant to and as defined in Article 3.6 (*Non-Utilisation Fee*) hereof.

3.6 *Non-Utilisation Fee.* If the Borrower cancels the disbursement of a Loan amount for which an interest rate has already been determined pursuant to Article 3.5 (*Right to cancel disbursements*) hereof, or if such Loan amount is not disbursed at all or is not disbursed by the deadline stated in Article 3.2 (*Deadline for requesting disbursements*) hereof, the Borrower will without undue delay pay to KfW upon its request such amount as is necessary to compensate KfW for any losses, expenses or costs incurred by KfW as a result of the non-disbursement of the Loan amount ("**Non-Utilisation Fee**"), unless such non-disbursement constitutes a breach of this Loan Agreement by KfW. KfW will calculate the amount of the Non-Utilisation Fee acting reasonably and communicate it to the Borrower. The Non-Utilisation Fee shall be determined as if no interest subsidies had been provided by the Federal Republic of Germany for the Programme.

4. Fees

4.1 *Commitment Fee.* The Borrower will pay a non-refundable commitment fee of 0.25 % per annum ("**Commitment Fee**") on undisbursed Loan amounts.

The Commitment Fee is due for payment semi-annually in arrears on 15 May and 15 November of each year, for the first time on 15 November 2022, but no earlier than on the respective date following the day on which this Loan Agreement enters into force and effect pursuant to Article 15.10 (*Entry into force and effect*) hereof.

The Commitment Fee will be charged for the period beginning twelve months after the signing of this Loan Agreement and lasting until the date of disbursement of the Loan in full or, if applicable, until the date of definitive termination of disbursements from the Loan.

4.2 *Management Fee.* The Borrower will pay KfW a non-refundable one-time lump-sum management fee of 0.5 % of the Loan amount stated in Article 1.1 (*Amount*) hereof ("**Management Fee**").

The Management Fee is payable on the earliest of the following two dates: (i) before the first disbursement or (ii) after three months have elapsed since the signing of this Loan Agreement by KfW or after one month has elapsed since the entry into force and effect of this Loan Agreement (whichever of the dates stated under (ii) occurs later). The Management Fee is due for payment as soon as this Loan Agreement has been signed irrespective of whether the Loan is disbursed in full or only in part or at all.

5. Interest

5.1 *Interest.* The Borrower will pay interest to KfW as follows:

Fixed Interest Rate set upon commitment of the Loan. The Borrower will pay interest on the Loan at a rate of 0.60 % per annum (in words: zero point sixty percent per annum) ("**Fixed Interest Rate**") until the last repayment instalment has been received in accordance with the repayment schedule set out in Article 6.1 (*Repayment schedule*) hereof.

5.2 *Interest calculation.* Interest on a disbursed Loan amount will be charged from the date (exclusively) on which the respective Loan amount is disbursed from the Loan account held with KfW for the Borrower until the date (inclusively) on which the respective repayments are credited to KfW's account specified in Article 7.3 (*Account number, time of crediting*) hereof. Interest will be calculated in accordance with Article 7.1 (*Calculation*) hereof.

5.3 *Payment Dates.* Interest will be due in arrears for payment on the dates specified below (each a "**Payment Date**"):

- a) prior to the due date of the first repayment instalment, on 15 May and 15 November of each year but no earlier than on the Payment Date following the day on which this Loan Agreement enters into force and effect pursuant to Article 15.10 (*Entry into force and effect*) hereof;
- b) on the due date of the first repayment instalment pursuant to Article 6.1 (*Repayment schedule*) hereof together with such instalment;
- c) thereafter on the due dates of the repayment instalments pursuant to Article 6.1 (*Repayment schedule*) hereof.

6. Repayment and prepayment

- 6.1 *Repayment schedule.* The term of the Loan shall not be longer than fifteen (15) years, including up to a five (5) year interest-only grace period for repayment. Therefore, the Borrower will repay the Loan as follows:

Tranche 1:

Installment	Due date	Repayment instalment
1	15.11.26	1,333,333.33
2	15.05.27	1,333,333.33
3	15.11.27	1,333,333.33
4	15.05.28	1,333,333.33
5	15.11.28	1,333,333.33
6	15.05.29	1,333,333.33
7	15.11.29	1,333,333.33
8	15.05.30	1,333,333.33
9	15.11.30	1,333,333.33
10	15.05.31	1,333,333.33
11	15.11.31	1,333,333.33
12	15.05.32	1,333,333.33
13	15.11.32	1,333,333.33
14	15.05.33	1,333,333.33
15	15.11.33	1,333,333.33
16	15.05.34	1,333,333.33
17	15.11.34	1,333,333.33
18	15.05.35	1,333,333.33
19	15.11.35	1,333,333.33
20	15.05.36	1,333,333.33
21	15.11.36	1,333,333.40

Tranche 2:

Installment	Due date	Repayment instalment
1	15.11.26	2,000,000.00
2	15.05.27	2,000,000.00
3	15.11.27	2,000,000.00
4	15.05.28	2,000,000.00
5	15.11.28	2,000,000.00
6	15.05.29	2,000,000.00
7	15.11.29	2,000,000.00
8	15.05.30	2,000,000.00
9	15.11.30	2,000,000.00
10	15.05.31	2,000,000.00
11	15.11.31	2,000,000.00
12	15.05.32	2,000,000.00
13	15.11.32	2,000,000.00
14	15.05.33	2,000,000.00
15	15.11.33	2,000,000.00
16	15.05.34	2,000,000.00
17	15.11.34	2,000,000.00
18	15.05.35	2,000,000.00
19	15.11.35	2,000,000.00
20	15.05.36	2,000,000.00
21	15.11.36	2,000,000.00

This repayment schedule may be adjusted from time to time in accordance with Art. 6.5 (*Revised repayment schedule*).

- 6.2 *Undisbursed Loan amounts.* Undisbursed Loan amounts will be offset against the respective last repayment instalment due pursuant to the repayment schedule set forth in Article 6.1 (*Repayment schedule*) hereof unless KfW at its own discretion after prior consultation with the Borrower chooses another offsetting alternative in individual cases.
- 6.3 *Repayments in case of incomplete disbursement.* If a repayment instalment is due before the Loan has been disbursed in full, this will not affect the repayment schedule pursuant to Article 6.1 (*Repayment schedule*) hereof as long as the repayment instalment due under the repayment schedule is lower than the Loan amount disbursed and not yet repaid ("**Outstanding Loan Amount**"). If the repayment instalment due in accordance with Article 6.1 (*Repayment schedule*) hereof exceeds the Outstanding Loan Amount, such repayment instalment will be reduced to the level of the Outstanding Loan Amount and the difference will be allocated evenly to the repayment instalments still outstanding. In computing the Outstanding Loan Amount KfW reserves the right to consider disbursements from the Loan that are made within a period of 45 or fewer days before a Payment Date to determine the Outstanding Loan Amount only for the next ensuing Payment Date.
- 6.4 *Prepayment.* The following will apply to prepayments:
- a) *Right to prepayment.* Subject to the following paragraphs 6.4 b) (*Notification*) to 6.4 e) (*Offsetting*) hereof, the Borrower has the right to repay Loan amounts before the scheduled due date if this prepayment is at least in the amount of a repayment instalment pursuant to Article 6.1 (*Repayment Schedule*) hereof.
 - b) *Notification.* Prepayment of a Loan amount pursuant to Article 6.4 a) (*Right to prepayment*) hereof is subject to notification of the prepayment by the Borrower to KfW no later than on the fifteenth Banking Day (as defined in Article 15.1 (*Banking Day*) hereof) prior to the intended prepayment date. Such notice is irrevocable; it must specify the date and the amount of the prepayment and obligates the Borrower to pay to KfW the stated amount on the stated date.

- c) *Prepayment Fee*. If the Borrower prepays a fixed interest Loan amount; the Borrower will immediately pay to KfW on demand such amount as is necessary to compensate for any losses, expenses or costs incurred by KfW as a result of such prepayment (the "**Prepayment Fee**"). KfW will determine the amount of the Prepayment Fee in a reasonable manner and communicate it to the Borrower. The Prepayment Fee shall be determined as if no interest subsidies had been provided by the Federal Republic of Germany for the Programme. At the request of the Borrower KfW will provide the Borrower with an indication of the amount of the Prepayment Fee prior to the required irrevocable notification of the repayment pursuant to Article 6.4 b) (*Notification*) hereof.
- d) *Amounts due*. Together with the prepayment pursuant to Article 6.4 a) (*Right to prepayment*) hereof, the Borrower will pay the following amounts:
- (i) any Prepayment Fee due as a result of the prepayment pursuant to Article 6.4 c) (*Prepayment Fee*) hereof; and
 - (ii) all interest accrued on the prepaid Loan amount and any other payments still outstanding under this Loan Agreement that have accrued until the date of the prepayment.
- e) *Offsetting*. Article 6.2 (*Undisbursed Loan amounts*) hereof will apply *mutatis mutandis* to the offsetting of prepayments.
- 6.5 *Revised repayment schedule*. In the event that Article 6.3 (*Repayments in case of incomplete disbursement*) or Article 6.4 (*Prepayment*) hereof applies, KfW will send the Borrower a revised repayment schedule that will become an integral part of this Loan Agreement and will replace the repayment schedule valid until such time.

7. Calculations and payments in general

- 7.1 *Calculation.* Interest, the Commitment Fee, default interest pursuant to Article 7.5 (*Default interest*) hereof, lump-sum compensation payments for overdue amounts pursuant to Article 7.6 (*Lump-sum compensation*) hereof, Non-Utilisation Fee and Prepayment Fee will be calculated on the basis of a 360-day year with thirty-day months.
- 7.2 *Due date.* If a payment to be made in connection with this Loan Agreement falls due on a date that is not a Banking Day, the Borrower must make such payment on the following Banking Day. If the following Banking Day falls within the next calendar month, such payment must be made on the last Banking Day of the current calendar month.
- 7.3 *Account number, time of crediting.* The Borrower will be released from its payment obligations in connection with this Loan Agreement if and to the extent that the respective amounts have been credited to KfW at its free disposal without any deductions in euros and no later than at 10.00 a.m. in Frankfurt am Main, Federal Republic of Germany, to KfW's account in Frankfurt am Main, Federal Republic of Germany, number IBAN DE 92 50020400 3122301232, stating the due date as an additional reference ("Ref. YYYYMMDD").
- 7.4 *Counterclaims of the Borrower.* The Borrower is not entitled to assert any rights of retention or of set-off, or comparable rights against payment obligations under this Loan Agreement unless such rights are recognised by declaratory judgment or are not being contested by KfW.
- 7.5 *Default interest.* If any repayment instalments or prepayments pursuant to Article 6.4 (*Prepayment*) hereof are not at the disposal of KfW when due, KfW may without prior reminder charge default interest at the rate of 200 basis points above the interest rate *per annum* set out in Article 5.1 (*Interest*) hereof for the period beginning on the due date and ending on the date on which such payments are credited to the account of KfW specified in Article 7.3 (*Account number, time of crediting*) hereof. Such default interest must be paid immediately upon KfW's first demand.

- 7.6 *Lump-sum compensation.* KfW may without prior reminder request lump-sum compensation on overdue amounts (with the exception of the repayment instalments and prepayments mentioned in Article 7.5 (*Default interest*) hereof) from the due date until the date of payment at a rate of 200 basis points above the Fixed Interest Rate per annum pursuant to Article 5.1 (*Interest*) hereof. The lump-sum compensation must be paid immediately upon KfW's first demand. The Borrower is free to demonstrate that no damages have occurred or that the damages were less than the lump-sum compensation.
- 7.7 *Offsetting.* KfW has the right to offset payments received against payments due under this Loan Agreement.
- 7.8 *Calculations made by KfW.* Absent manifest errors, the values calculated by KfW and calculations performed by KfW of amounts due in connection with this Loan Agreement constitute prima-facie evidence (Anscheinsbeweis).

8. **Guarantee from the Federal Republic of Germany**

KfW will have payment claims under this Loan Agreement guaranteed by the Federal Republic of Germany prior to the first disbursement.

9. **Illegality**

If, in any applicable jurisdiction, it becomes unlawful for KfW to perform any of its obligations as contemplated by this Loan Agreement or to fund or maintain the Loan (the "**Illegality Event**"), upon KfW notifying the Borrower

- a) the commitment of KfW will be immediately cancelled, and
- b) the Borrower shall repay the Loan in full on the date specified by KfW in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law).

In its notice hereunder, KfW will provide a reasonable explanation regarding the Illegality Event. KfW and the Borrower may agree on an alternative repayment date or on repayment in instalments.

For the avoidance of doubt, any cancellation hereunder will be subject to Article 3.6 (*Non-Utilisation Fee*) and any repayment of the Loan hereunder constitutes a prepayment and will be subject to the provisions set out in Article 6.4 c) (*Prepayment Fee*) and d) (*Amounts due*).

10. Costs and public charges

- 10.1 *No deductions or withholdings.* The Borrower will make all payments under this Loan Agreement without any deductions for taxes, other public charges or other costs. In the event that the Borrower is obligated by law or for other reasons to make any such deductions or withholdings on payments, the payments made by the Borrower will increase by such amount as necessary for KfW to receive in full the amounts due under this Loan Agreement after deduction of taxes and charges.
- 10.2 *Costs.* The Borrower will bear all costs and expenses accruing in connection with the disbursement and repayment of the Loan, in particular remittance and transfer costs (including conversion fees), as well as all costs and expenses accruing in connection with the maintenance or enforcement of this Loan Agreement and of any other document related to this Loan Agreement as well as of all rights resulting therefrom.
- 10.3 *Taxes and other charges.* The Borrower will bear all taxes and other public charges accruing outside the Federal Republic of Germany in connection with the conclusion and execution of this Loan Agreement. If KfW advances such taxes or charges, the Borrower will transfer them without delay upon request to KfW's account specified in Article 7.3 (*Account number, time of crediting*) hereof or to such other account as specified by KfW.

11. Special obligations

- 11.1 *Programme implementation and special information.* The Borrower will itself, in this regard represented by MCTI, and will ensure that each Municipality and its Programme-Executing Agency will:
- a) prepare, implement, operate and maintain the Programme in conformity with sound financial and technical practices, in compliance with environmental

and social standards and substantially in accordance with the Programme conception agreed upon between the Borrower and KfW;

- b) assign the preparation and supervision of construction of the Programme to independent, qualified consulting engineers or consultants, and the implementation of the Programme to qualified firms;
- c) at all times comply with the procurement provisions stipulated in the Separate Agreements, including the respective procurement plan;
- d) ensure the full financing of the Programme and furnish to KfW upon its request evidence proving that the costs not paid from this Loan are covered;
- e) keep books and records or have books and records kept that unequivocally show all costs of goods and services required for the Programme and clearly identify the goods and services financed from this Loan;
- f) enable KfW and its agents at any time to inspect such books and records and any and all other documentation relevant to the implementation and operation of the Programme, and to visit the Programme and all the installations related thereto;
- g) furnish to KfW any and all such information and records on the Programme and its further progress as KfW may request;
- h) immediately and on its own initiative,
 - (i) forward to KfW any queries received by the Borrower from the OECD or its members under the so-called " Agreement for Untied ODA Credits Transparency" following the award of the contracts for the supplies and services to be financed from the Loan and will coordinate the reply to any such queries with KfW, and
 - (ii) notify KfW of any and all circumstances that preclude or seriously jeopardise the implementation, the operation or the purpose of the Programme
- i) furnish to KfW any and all such information on the Programme-Executing Agencies' financial situation including audited financial statements of the Programme-Executing Agencies together with the balance sheet and profit

and loss accounts and relevant notes as KfW may reasonably request and to keep such information confidential subject to Article 14; and

- j) enable KfW and its representatives at any time to inspect the Programme-Executing Agencies' books and records, which must reflect the Programme-Executing Agencies' business activity and financial situation in conformity with standard accounting principles.

- 11.2 *Details of Programme implementation.* The Borrower, in this respect represented by the MCTI, and KfW will determine the details pertaining to Article 11.1 (*Programme implementation and special information*) hereof by the Separate Agreements.
- 11.3 *Compliance Undertaking.* The Borrower, in this respect represented by the MCTI, undertakes to comply itself and will ensure that each Municipality and its Programme-Executing Agency complies at all times with the obligations set out in the Separate Agreements.
- 11.4 *Assistance.* The Borrower will assist each Municipality and Programme-Executing Agency in conformity with sound engineering and financial practices in the implementation of the Programme and in the performance of its obligations under the Separate Agreements and, in particular, grant each Municipality and Programme-Executing Agency any and all permissions necessary for the implementation of the Programme in line with the laws of the Republic of Serbia.
- 11.5 *Transport of supplies.* The provisions set forth in the Government Agreement, which are known to the Borrower, will apply to the transport of the supplies to be financed from the Loan.
- 11.6 *Pari passu ranking.* The Borrower warrants and represents that its obligations under this Loan Agreement rank and will be serviced at least pari passu with all other unsecured and not subordinated payment obligations, and, accordingly, to perform the obligations under this Loan Agreement *pari passu*. The Borrower will ensure to the extent permitted by law that this ranking is also assured for all future unsecured and not subordinated payment obligations.

- 11.7 *Sale of assets.* Without KfW's prior consent, the Borrower itself, in this respect represented by the MCTI, will not and will ensure that neither the Municipalities nor the Programme-Executing Agencies sell any Programme assets in their entirety or parts thereof before the Loan is fully and irrevocably repaid.

12. Termination of the Loan Agreement

- 12.1 *Reasons for termination.* KfW may exercise the rights set out in Article 12.2 (*Legal consequences of the occurrence of a cause for termination*) hereof if a circumstance arises that constitutes good cause (Wichtiger Grund). These include, in particular, the following circumstances:

- a) the Borrower fails to perform payment obligations to KfW when due;
- b) obligations under this Loan Agreement or under the Separate Agreements as well as any other legally binding additional agreements to this Loan Agreement are violated;
- c) this Loan Agreement or any part thereof no longer has a binding effect upon the Borrower or can no longer be enforced against the Borrower;
- d) any declaration, confirmation, information, representation or warranty considered by KfW to be essential for the granting and maintaining of the Loan proves to be false, misleading or incomplete;
- e) other extraordinary circumstances occur which delay or preclude the performance of obligations under this Loan Agreement;
- f) the Borrower is unable to prove that the Loan amounts have been used for the stipulated purpose;
- g) the Borrower discontinues its payments to creditors, is insolvent or commences negotiations with one or more of the Borrower's creditors on a moratorium, waiver of debts outstanding, deferment of payments or discontinuation of the debt service.

- 12.2 *Legal consequences of the occurrence of a cause for termination.* If one of the events mentioned in Article 12.1 (Reasons for termination) hereof has occurred, KfW may immediately suspend disbursements under this Loan Agreement. If this

event is not resolved within a period of five days (in the case of Article 12.1 a) hereof) or in all other cases of Article 12.1 (*Reasons for termination*) hereof within a period determined by KfW which, however, shall be at least 30 days, KfW may cancel this Loan Agreement in whole or in part with the consequence that its obligations under this Loan Agreement cease and KfW may demand the immediate repayment of all or part of the Outstanding Loan Amount together with the interest accrued and the remaining amounts owed under this Loan Agreement. Articles 7.5 (*Default interest*) and 7.6 (*Lump-sum compensation*) hereof apply to accelerated amounts *mutatis mutandis*.

- 12.3 *Compensation for damages.* If this Loan Agreement is terminated in full or in part the Borrower will pay Non-Utilisation Fee in accordance with Article 3.6 (*Non-Utilisation Fee*) and/or Prepayment Fee in accordance with Article 6.4 c) (*Prepayment Fee*).

13. Representation and statements

- 13.1 *Representation of the Borrower.* The Minister of Finance and such persons as designated by him or her to KfW and authorised by specimen signatures authenticated by him or her will represent the Borrower in the execution of this Loan Agreement. The Minister of Construction, Transport and Infrastructure and such persons as designated by him or her to KfW and authorised by specimen signatures authenticated by him or her will represent the Borrower in the implementation of the Programme and this Loan Agreement. The powers of representation will not expire until their express revocation by the representative of the Borrower authorised at such time has been received by KfW.
- 13.2 *Addresses.* Declarations or notifications in connection with this Loan Agreement must be in writing. They must be sent as originals or – with the exception of requests for disbursement - via facsimile. Any and all declarations or notifications made in connection with this Loan Agreement must be sent to the following addresses:

For KfW:

KfW
Postfach 11 11 41
60046 Frankfurt am Main
Germany
Fax: +49 69 7431-2944

For the Borrower:

Ministry of Finance
Kneza Milosa 20, 11000 Beograd
Republic of Serbia
Fax: +381-11-3618-961
Ministry of Construction, Transport and
Infrastructure
Nemanjina 22-26,
11 000 Belgrad
Republic of Serbia
Fax: +381 11 3610972

14. Publication and transfer of Programme-related information

- 14.1 *Publication of Programme-related information by KfW.* To comply with internationally accepted principles of utmost transparency and efficiency in the development cooperation, KfW publishes selected information (including results of environmental and social categorization and assessment as well as ex post evaluation reports) about the Programme and its financing during pre-contractual negotiations, while the Programme-related Loan Agreement(s) is (are) being implemented and in the post-contractual stage (hereinafter referred to as the "**Entire Period**").

The information is published regularly on the website of KfW Development Bank (<http://transparenz.kfw-entwicklungsbank.de/en>).

The publication of information (either by KfW or third parties in accordance with Article 14.3 (*Transfer of Programme related information to third parties and publication by these*) below) about the Programme and its financing does not include any contractual documentation or any sensitive financial or business-related detailed information about the parties involved in the Programme or its financing, such as

- a) information about internal financial data;
- b) business strategies;
- c) internal corporate guidelines and reports;
- d) personal data of natural persons;
- e) KfW's internal rating of the parties' financial position.

- 14.2 *Transfer of Programme related information to third parties.* KfW shares selected information about the Programme and its financing during the Entire Period with the entities mentioned below, particularly to ensure transparency and efficiency:

- a) subsidiaries of KfW;
- b) the Federal Republic of Germany and its competent bodies, authorities, institutions, agencies or entities;

- c) other implementing organisations involved in German bilateral development cooperation, particularly the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH;
- d) international organisations involved in collecting statistical data and their members, especially the Organisation for Economic Cooperation and Development (OECD) and its members.

14.3 *Transfer of Programme-related information to third parties and publication by these.* Furthermore, the Federal Republic of Germany has requested KfW to share selected information about the Programme and its financing throughout the Entire Period with the following entities, which publish the sections relevant to the purpose:

- a) Federal Republic of Germany for the purposes of the International Aid Transparency Initiative
(http://www.bmz.de/de/ministerium/zahlen_fakten/transparenz-fuer-mehr-Wirksamkeit/Transparenzstrategie/index.html)
- b) Germany Trade & Invest (GTAI) for the purposes of market information
(<http://www.gtai.de/GTAI/Navigation/DE/welcome.html>)
- c) OECD for the purpose of reporting financial flows in the framework of development cooperation (<http://www.oecd.org/>).
- d) German Institute for Development Evaluation (DEval) for the purposes of evaluating the overall German development cooperation to ensure transparency and efficiency (<https://www.deval.org/en/>).

14.4 *Transfer of Programme-related information to other third parties (including publication by these).* KfW further reserves the right to transfer (including for the purposes of publication) information about the Programme and its financing during the Entire Period to other third parties so as to safeguard legitimate interests.

The information is not transferred by KfW to other third parties if the legitimate interests of the Borrower in the information not being transferred outweigh KfW's interests in it being transferred. The legitimate interests of the Borrower particularly include the confidentiality of the sensitive information mentioned in Article 14.1 (*Publication of Programme-related information by KfW*), which is excluded from publication.

Furthermore, KfW is entitled to transfer information to third parties if this is necessary due to statutory or regulatory requirements or to assert or defend claims or other legal rights in court or administrative proceedings.

15. General provisions

- 15.1 *Banking Day.* Where reference is made in this Loan Agreement to a "**Banking Day**" this means a day other than a Saturday or Sunday on which commercial banks in Frankfurt am Main, Federal Republic of Germany and in Belgrade, Republic of Serbia are open for general business.
- 15.2 *Place of performance.* The place of performance for all obligations under this Loan Agreement is Frankfurt am Main, Federal Republic of Germany.
- 15.3 *Partial invalidity and gaps.* If any provision of this Loan Agreement is or becomes invalid, or if there is a gap in any of the provisions of this Loan Agreement, this will not affect the validity of the remaining provisions hereof. The parties to this Loan Agreement will replace any invalid provision by a legally valid one which comes as close as possible to the spirit and purpose of the invalid provision. The parties will fill any gap in the provisions with a legally valid provision which comes as close as possible to the spirit and purpose of this Loan Agreement.
- 15.4 *Written form.* Any addenda and amendments to this Loan Agreement must be in writing. The parties may waive the written form requirement only in writing.
- 15.5 *Assignment.* The Borrower may not assign or transfer, pledge or mortgage any claims from this Loan Agreement.
- 15.6 *Applicable law.* This Loan Agreement is governed by German law.
- 15.7 *Limitation period.* All claims of KfW under this Loan Agreement expire after five years from the end of the year in which such claim has arisen and in which KfW has become aware of the circumstances constituting such claim or could have become aware of them without gross negligence.

15.8 *Waiver of immunity.* If and to the extent that the Borrower may now or in future in any jurisdiction claim immunity for itself or its assets and to the extent that a jurisdiction grants immunity to the Borrower and its assets from suit, execution, attachment or other legal process, the Borrower irrevocably agrees to waive such immunity for claims from and in connection with this Loan Agreement to the fullest extent permitted by the laws of such jurisdiction. Foregoing waiver of immunity shall not apply to property which is (i) used by a diplomatic, consular or special mission and missions of international organizations or international conferences of the Borrower's Country or (ii) of a military character and under the control of a military authority.

15.9 *Legal disputes.*

Arbitration. All disputes arising out of or in connection with this Loan Agreement will be settled exclusively and finally by an arbitration tribunal. In this regard, the following will apply:

- (i) The arbitration tribunal will consist of one or three arbitrators who will be appointed and will act in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC) applicable from time to time.
- (ii) The arbitration proceeding will be conducted in Frankfurt am Main. The language of the proceeding will be English.

15.10 *Entry into force and effect.* This Loan Agreement will not enter into force and effect until:

- a) the Separate Agreements have been signed, determining the details of the Programme,
- b) it has been ratified by the National Assembly of the Republic of Serbia,
- c) the Borrower has provided KfW with a written confirmation without undue delay after ratification that the Loan Agreement has been duly ratified and published according to applicable law, and
- d) the Government Agreement on which it is based has entered into force and effect.

Should the Loan Agreement not have entered into force and effect within twelve months following the date the last party has signed this Loan Agreement, KfW may, as of the day following the end of the twelve months period until the date of entry into force, unilaterally withdraw from this Loan Agreement and thus terminate its provisional ineffectiveness by sending a written notification to the Borrower. In this event the Borrower will pay Non-Utilisation Fee in accordance with Article 3.6 (*Non-Utilisation Fee*).

- 15.11 *Information concerning Article 15.10.* KfW will send the Borrower a letter in form and substance similar to the letter set out in Annex 4 to the Loan Agreement.

Done in 4 originals in the English language.

Frankfurt am Main,
this 22 day of November 2021

Belgrade,
this 22 day of November 2021

KfW

For the Republic of Serbia
represented by the Minister of Finance

Name: Rüdiger Hartmann

Title: Director at KfW

Name: Siniša Mali

Title: Minister of Finance

Republic of Serbia

Name: Lydia Andler

Title: Senior portfolio manager

Annexes

Annex 1: Disbursement schedule

Annex 2: Form of Legal Opinion of the Ministry of Justice of the Republic of Serbia

Annex 3: Confirmation letter from KfW regarding the German Government Guarantee

Annex 4: Information concerning Article 15.10

Annex 1

Disbursement schedule

Fastest possible Disbursement Schedule

Until the end of each disbursement period ("**Effective Date of End of Period**" in accordance with the list below) the Borrower may request disbursements only up to a level that does not exceed the cumulative sum of disbursements specified in the following tables.

Tranche 1:

Period	Effective Date of Beginn of Period (incl.)	Effective Date of End of Period (excl.)	Maximum amount that may be disbursed up to the end of the period (cumulative) (all figures in EUR)
1	30.12.2021	30.06.2022	1,000,000.00
2	30.06.2022	30.12.2022	3,500,000.00
3	30.12.2022	30.06.2023	7,000,000.00
4	30.06.2023	30.12.2023	12,000,000.00
5	30.12.2023	30.06.2024	17,000,000.00
6	30.06.2024	30.12.2024	21,000,000.00
7	30.12.2024	30.06.2025	24,000,000.00
8	30.06.2025	30.12.2026	28,000,000.00

Tranche 2:

Period	Effective Date of Beginn of Period (incl.)	Effective Date of End of Period (excl.)	Maximum amount that may be disbursed up to the end of the period (cumulative) (all figures in EUR)
1	30.12.2021	30.06.2022	1,500,000.00
2	30.06.2022	30.12.2022	5,000,000.00
3	30.12.2022	30.06.2023	12,000,000.00
4	30.06.2023	30.12.2023	18,000,000.00
5	30.12.2023	30.06.2024	24,000,000.00
6	30.06.2024	30.12.2024	30,000,000.00
7	30.12.2024	30.06.2025	36,000,000.00
8	30.06.2025	30.12.2026	42,000,000.00

Annex 2

Form of Legal Opinion of the Ministry of Justice of the Republic of Serbia

Note: Please amend "Republic of COUNTRY"/"COUNTRY" appropriately.

[Letterhead of Legal Adviser]

KfW
 Department [_____] _____
 Attn: [_____] (date)
 Palmengartenstrasse 5 - 9
 Postfach 11 11 41
 60325 Frankfurt am Main/Germany

Federal Republic of Germany

Loan Agreement dated _____ and made between KfW and [_____] ("Borrower") for an amount not exceeding in aggregate EUR ____.000.000,--.

Dear Sirs,

I am [Minister of Justice of] [_____] (*please specify ministry or other authority*) of the Republic of COUNTRY. I have acted in that capacity in connection with a loan agreement, dated ____ (the "Loan Agreement"), and made between the Borrower and yourselves with respect to a loan to be granted by yourselves to the Borrower in an amount not exceeding in aggregate EUR ____.000.000,--.

1. Documents examined

I have examined:

1.1 an authentic signed original of the Loan Agreement;

1.2 the constitutional documents of the Borrower, in particular:

- (a) the Constitution of the Republic of COUNTRY, dated _____, duly published in _____, No ____, page ____, as amended;
- (b) Law(s) No ____ dated _____, duly published in _____, No ____, page _____, as amended [*please insert here, if existing, laws (e.g. budget laws) concerning the borrowing of money by the Republic of COUNTRY*];
- (c) _____ [*please refer here to other documents, e.g. decrees or resolutions by governmental or administrative bodies of COUNTRY relating to the conclusion of Loan Agreements by COUNTRY in general or with regard to the conclusion of the Loan Agreement*]; and
- (d) the Financial Cooperation Agreement between the Government of the Republic of COUNTRY and the Government of the Federal Republic of Germany dated _____ (the "Cooperation Agreement")

and such other laws, regulations, certificates, records, registrations and documents as I have deemed necessary or desirable to examine. In addition, I have made such investigations as I have deemed necessary or desirable for the purpose of giving this opinion.

2. Opinion

For the purposes of Article ____ of the Loan Agreement, I am of the opinion that under the laws of the Republic of COUNTRY at the date hereof:

2.1 According to Article ____ of the Constitution / Article ____ of the law on _____ [*please specify as appropriate*] the Borrower is entitled to enter into the Loan Agreement and has taken all necessary action to authorise the execution, delivery and performance of the Loan Agreement, in particular by virtue of:

- (a) Law(s) No(s) _____ dated _____ of the parliament of the Republic of COUNTRY, ratifying the Loan Agreement / approving the execution, delivery and performance of the Loan Agreement by the Borrower / _____ [*please insert as appropriate*];
- (b) Resolution(s) No(s) _____ dated _____ of the Cabinet of Ministers / of the state loan committee / _____

[*please insert governmental or administrative bodies of COUNTRY as appropriate*];

(c) _____ [*please refer to other resolutions, decisions etc.*].

2.2 Ms./Mr. _____ (and Ms./Mr. _____) is (are) duly authorised by _____ [*e.g. by law due to her / his position (as Minister of _____ / as _____)*], by government resolution

_____, by power of attorney of _____ dated _____, etc.] to sign solely / jointly the Loan Agreement on behalf of the Borrower. The Loan Agreement as signed by Ms./Mr. _____ (and Ms./Mr. _____) has been duly executed on behalf of the Borrower and constitutes legally binding obligations of the Borrower enforceable against it at law in accordance with its terms.

[Alternative 1 for Section 2.3, to be used if in addition to the documents specified in Section 2.1 and 2.2 certain official authorisations etc. must be obtained under the laws of the Republic of COUNTRY:]

- 2.3 For the execution and performance of the Loan Agreement by the Borrower (including without limitation the obtaining and transfer to KfW of all amounts due thereunder in the currencies specified therein), the following official approvals, authorisations, licenses, registrations and / or consents have been obtained and are in full force and effect:
- (a) Approval of the _____ [Central Bank / National Bank / _____], dated _____, No _____;
 - (b) Consent of the _____ [Minister / Ministry of _____], dated _____, No _____; and
 - (c) _____ [please list any other official authorisations, licenses and / or consents].

No other official authorisations, consents, licenses, registrations and / or approvals of any governmental authority or agency (including the Central / National Bank of the Republic of COUNTRY) or court are required or advisable in connection with the execution and performance of the Loan Agreement by the Borrower (including without limitation the obtaining and transfer to KfW of all amounts due thereunder in the currencies specified therein) and the validity and enforceability of the Borrower's obligations under the Loan Agreement.

[Alternative 2 for Section 2.3, to be used only if in addition to the documents specified in Section 2.1 and 2.2 no official authorisations etc. must be obtained under the laws of the Republic of COUNTRY:]

- 2.3 No official authorisations, consents, licenses, registrations and / or approvals of any governmental authority or agency (including the Central / National Bank of the Republic of COUNTRY) or court are required or advisable in connection with the execution and performance of the Loan Agreement by the Borrower (including without limitation the obtaining and transfer to KfW of all amounts due thereunder in the currencies specified therein) and the validity and enforceability of the Borrower's obligations under the Loan Agreement.
- 2.4 No stamp tax or similar tax or duty has to be paid in connection with the validity or enforceability of the Loan Agreement.
- 2.5 The choice of German law to govern the Loan Agreement and the submission to arbitration in accordance with Article _____ of the Loan Agreement are valid and binding. Arbitration awards against the Borrower will be recognised and enforceable in the Republic of COUNTRY according to the following rules: _____ [please insert applicable treaty (if any), e.g. the 1958 New York Convention, and / or the basic principles regarding recognition and enforcement of arbitration awards in COUNTRY].

- 2.6 The courts of the Republic of *COUNTRY* are at liberty to give judgment denominated in the currency or currencies specified in the Loan Agreement.
- 2.7 The borrowing by the Borrower under the Loan Agreement and the execution and performance by the Borrower of the Loan Agreement constitute private and commercial acts and not governmental or public acts. Neither the Borrower nor any of its property has any right of immunity from arbitration, suit, execution, attachment or other legal process.
- 2.8 The Cooperation Agreement is in full force and effect under the constitution and laws of the Republic of *COUNTRY*. [Pursuant to Article 3. of the Cooperation Agreement] [If the Cooperation Agreement has not entered into force but a double-taxation Agreement does exist] Pursuant to the _____ [please specify treaty or applicable laws and regulations] / the Borrower will not be required to make any deduction or withholding from any payment the Borrower has to make under the Loan Agreement and should any such deduction or withholding be subsequently imposed, the provisions of Article _____ of the Loan Agreement shall operate so as to require the Borrower to indemnify KfW accordingly.
- 2.9 KfW is not and will not be deemed to be resident, domiciled, carrying on business or be subject to taxation in the Republic of *COUNTRY* by reason only of the execution, performance or enforcement of the Loan Agreement. It is not necessary or advisable that KfW be licensed, qualified or otherwise entitled to carry on business or that KfW appoints agents or representatives in the Republic of *COUNTRY*.

Consequently, the obligations of the Borrower under the Loan Agreement constitute direct and unconditional, legal, valid and binding obligations of the Borrower which are enforceable against the Borrower in accordance with their respective terms.

This legal opinion is limited to the laws of the Republic of *COUNTRY*.

_____, _____
(Place) (Date)

[Signature]

Name: _____

Enclosures:

Note: Please attach certified photocopies of the documents and legal provisions referred to above (with respect to lengthy laws or the Constitution of the Republic of *COUNTRY*, a copy of the relevant provisions would be sufficient) and also provide KfW with an official English or German translation of each of the above documents unless such document is issued in English or German as an official language or unless KfW has indicated that another language is satisfactory.

Annex 3

Confirmation letter from KfW regarding the German Government Guarantee

Financial Cooperation between the Republic of Serbia and the Federal Republic of Germany

Programme: - Water Supply and Wastewater Treatment in Medium-Sized Municipalities in Serbia VI (Phase II)

Guarantee of the Federal Republic of Germany for the Loan

Dear Sirs,

We herewith confirm that we have received the Guarantee of the Federal Republic of Germany for the Loan as stipulated in the Loan Agreement dated _____ for the Programme Water Supply and Wastewater Treatment in Medium-Sized Municipalities in Serbia VI (Phase II).

Yours sincerely,

KfW

Annex 4

Information concerning Article 15.10

[Insert address MoF]

Financial Cooperation between the Republic of Serbia and the Federal Republic of Germany

Loan Agreement (No 30011) amounting to EUR 70 million between KfW and the Republic of Serbia for the Programme "Water Supply and Wastewater Treatment in Medium-Sized Municipalities in Serbia VI (Phase II)" (BMZ-No. 201365774 and 201465236), signed on _____ 2021(the "Loan Agreement")

Dear Madam or Sir,

Reference is made to the Loan Agreement and your request to receive a confirmation from KfW regarding the entry into force of the Loan Agreement.

We herewith would like to confirm receipt of your confirmation on ratification dated _____ in accordance with Article 15.10 b) of the Loan Agreement.

To our positive knowledge, the requirements for the entry into force of the Agreement as set out in Article 15.10 of the Loan Agreement have been fulfilled¹ on _____.

Therefore, the payment of the management fee is due and payable on [*insert date*].

The confirmation is given on the date of its signing and the statements above shall not constitute a legal opinion nor legal advice in relation to German law or any other applicable law and do not limit or replace the fulfillment of the disbursement requirements as further specified in the Loan Agreement.

Yours sincerely,
KfW

¹ Please note that this language assumes that the notice of ratification send to us will be the same as for previous transactions.

Sporazum o zajmu

od 22/11/2021. godine

između

**KfW, Frankfurt na Majni
(„KfW”)**

i

**Republike Srbije
(„Zajmoprimac”)**
koju predstavlja ministar finansija

za

70.000.000,00 evra

za Program

- **Vodosnabdevanje i prečišćavanje otpadnih voda u opštinama srednje veličine u Srbiji VI (faza II) -**

Zajam ID: 30011

BMZ-Br: 201365774 („Tranša 1” u iznosu do 28 miliona evra)

i

BMZ-Br: 201465236 („Tranša 2” u iznosu do 42 miliona evra)

Sadržaj

SADRŽAJ.....	.....
PREAMBULA .....	.....
1. Zajam .....	.....
2. Prenošnje zajma .....	.....
3. Isplata .....	.....
4. Provizije .....	.....
5. Kamata .....	.....
6. Otplata i prevremena otpata .....	.....
7. Obračuni i plaćanja u opštem smislu .....	.....
8. Garancija Savezne Republike Nemačke .....	.....
9. Nezakonitost .....	.....
10. Troškovi i javne dažbine .....	.....
11. Posebne obaveze .....	.....
12. Raskid sporazuma .....	.....
13. Zastupanje i izjave .....	.....
14. Objavljivanje i prenos informacija u vezi sa Programom.....	.....
15. Opšte odredbe .....	.....
Aneks 1 Plan isplate.....	.....
Aneks 2 Obrazac Pravnog mišljenja Ministarstva pravde Republike Srbije.....	.....
Aneks 3 Pismo potvrde KfW-a u vezi sa Garancijom nemačke Vlade .....	.....
Aneks 4	
Informacije u vezi sa članom 15.10 .....	.....

PREAMBULA

Osnov za ovaj sporazum o zajmu između KfW i Zajmoprimca („**Sporazum o zajmu**”) su:

- (i) Sažeti zapisnik o pregovorima o razvojnoj saradnji između Vlade Republike Srbije i Vlade Savezne Republike Nemačke od 25. juna 2013. godine,
- (ii) Sažeti zapisnik o pregovorima o razvojnoj saradnji između Vlade Republike Srbije i Vlade Savezne Republike Nemačke od 20. novembra 2014. godine, i
- (iii) razmena nota od 21. januara 2021. godine i 16. avgusta 2021. godine između Vlade Savezne Republike Nemačke i Vlade Republike Srbije o finansijskoj saradnji („**Vladin sporazum**”).

Program (kao što je definisano niže) se sprovodi u dve faze, pripremna faza („**Faza 1**”) i faza sprovođenja („**Faza 2**”). Ovaj sporazum o zajmu se odnosi na ulaganja i ekspertske usluge za Fazu 2.

KfW će refinansirati Zajam dodeljen u skladu sa uslovima ovog sporazuma o zajmu sa subvencionisanjem kamatne stope iz budžetskih sredstava sa niskom kamatom koje je Savezna Republika Nemačka obezbedila za programe koji ispunjavaju kriterijume podobnosti razvojne politike. Uslovi Zajma su usklađeni sa zahtevima Organizacije za ekonomsku saradnju i razvoj (OECD) koji se primenjuju na dan potpisivanja ovog sporazuma o zajmu u cilju njegovog priznavanja kao Zvanične razvojne pomoći (*Official Development Assistance*, ODA).

Na toj osnovi i pod uslovom da Savezna Republika Nemačka izda garanciju za Zajam, KfW će odobriti Zajam u skladu sa uslovima ovog sporazuma o zajmu. Takođe, 17. decembra 2019. godine Republika Srbija i KfW su zaključili (i) ugovor o donaciji u iznosu od 5.452.509,76 evra za ulaganja i ekspertske usluge („**Ugovor o donaciji I**”) i (ii) ugovor o donaciji koji iznosi 2 miliona evra za prateće mere („**Ugovor o donaciji II**”) za promovisanje Faze II Programa.

1. Zajam

1.1 *Iznos.* KfW će Zajmoprimcu odobriti zajam koji ne prelazi ukupan iznos od

28.000.000,00 evra (Tranša 1)
(rečima: dvadeset osam miliona evra)

i

42.000.000,00 evra (Tranša 2)
(rečima: četrdeset dva miliona evra)

ukupno

70.000.000,00 evra
(rečima: sedamdeset miliona evra),

odeljenih u dva dela, od kojih

- deo I će iznositi najmanje 68,5 miliona evra i biće iskorišćen u skladu sa članom 1.2 (a) ispod („**Deo I**”), i
- deo II neće prelaziti iznos od 1,5 miliona evra i biće iskorišćen u skladu sa članom 1.2 (b) ispod („**Deo II**”)

(Deo I i Deo II zajedno se nazivaju „**Zajam**”).

1.2 *Prenošenje i svrha Zajma.*

a) Zajmoprimac će preneti Deo I opštinama u Republici Srbiji koje je Zajmoprimac izabrao u dogovoru sa KfW-om (svaki grad/opština u daljem tekstu „Opština”, zajedno „Opštine”) i njihovim javnim komunalnim preduzećima zaduženim za upravljanje otpadnim vodama (svaka takva kompanija u daljem tekstu „**Agencija za sprovođenje Programa**”, zajedno kao „**Agencije za sprovođenje Programa**”) pod uslovima navedenim u članu 2, i osigurati da Opštine i Agencije za sprovođenje Programa koriste Deo I isključivo za finansiranje sprovođenja i poboljšanja mera infrastrukture otpadnih voda iz „Programa Vodosnabdevanje i prečišćavanje otpadnih voda u opštinama srednje veličine u Srbiji VI” za poboljšanje sistema otpadnih voda u Opštinama.

Zajmoprimac, kojeg u ovom slučaju predstavlja Ministarstvo građevinarstva, saobraćaja i infrastrukture („**MGS**”), obezbediće da i Opštine i Agencije za sprovođenje Programa zajedno budu odgovorne za sprovođenje individualnih mera u okviru Dela I.

b) Zajmoprimac će koristiti Deo II isključivo za finansiranje ekspertske usluge za sprovođenje i poboljšanje mera infrastrukture otpadnih voda u Opštinama.

Projekti definisani u paragrafima a) i b) iznad u pogledu Dela I i Dela II se u daljem tekstu zajednički nazivaju „**Program**”.

- 1.3 Zajmoprimac, kojeg u ovom slučaju predstavlja MGSI, delujući kao jedinica za sprovođenje Programa, i KfW određiće detalje Programa, kao i robu i usluge koji će se finansirati iz Zajma posebnim sporazumima („**Posebni sporazumi**”).
- 1.4 *Porezi, takse, carinske dažbine.* Porezi i druge javne dažbine koje predstavljaju obaveze Zajmoprimca, bilo koje Opštine ili Agencije za sprovođenje Programa, kao i carinske dažbine, ne mogu se finansirati iz Zajma. Pored navedenog, roba i usluge uvezeni u Republiku Srbiju za potrebe Programa biće oslobođeni plaćanja carina, a promet robom, uslugama i opremom za potrebe Programa biće oslobođen plaćanja PDV-a.

2. Prenosanje Zajma

- 2.1 *Prenosanje Zajma.* Zajmoprimac će preneti do 50% Dela I Opštinama i Agencijama za sprovođenje Programa u vidu zajma prema uslovima definisanim u članovima 5.1 i 6.1 ovog sporazuma o zajmu, i 50% u vidu donacije. Dalje pojedinosti će biti definisane pojedinačnim Posebnim ugovorima i posebnim ugovorima o donacijama i o prenošenju sredstava koje će zaključiti Zajmoprimac, svaka Opština i njena Agencija za sprovođenje Programa (ugovori o donacijama i o prenošenju sredstava u daljem tekstu će biti označeni kao „**Trilateralni ugovori**”, pojedinačno „**Trilateralni ugovor**”).
- 2.2 *Overen prevod.* Pre prve isplate Dela I jednoj od Opština, Zajmoprimac će, kojeg u ovom slučaju predstavlja MGSI, dostaviti KfW-u srpsku verziju i overeni prevod odgovarajućeg Trilateralnog ugovora na engleski jezik. Pre bilo kakve dalje isplate Dela I drugim Opštinama, Zajmoprimac će, kojeg u ovom slučaju predstavlja MGSI, dostaviti KfW-u primerke srpske verzije i overenih prevoda narednih Trilateralnih ugovora na engleski jezik.
- 2.3 *Nema prenošenja obaveza na Opštine i njihove Agencije za sprovođenje Programa.* Prenosanje Zajma prema Trilateralnim ugovorima neće imati za

posledicu preuzimanje bilo kakvih obaveza od strane Opština ili njihovih Agencija za sprovođenje Programa prema KfW-u u pogledu plaćanja obaveza prema ovom sporazumu o zajmu, ali ih ne oslobađa od plaćanja obaveza prema Zajmoprimcu prema odgovarajućim Trilateralnim ugovorima.

3. Isplata

- 3.1 *Zahtev za isplatu.* Čim budu ispunjeni svi uslovi koji prethode isplati u skladu sa članom 3.3 (*Uslovi koji prethode isplati*) ovog sporazuma o zajmu, KfW će na zahtev Zajmoprimca, kojeg u ovom slučaju predstavlja MGSI, isplatiti Zajam u skladu sa napretkom Programa. Isplate će se vršiti u skladu sa Planom isplate koji je naveden u Aneksu 1 (Plan isplate) ovog sporazuma o zajmu. KfW će vršiti isplate samo do visine maksimalnih iznosa utvrđenih za svaki period za isplatu navedenih u Aneksu 1. U meri u kojoj Zajmoprimac, bude zahtevao isplatu manjih iznosa u bilo kom takvom periodu, moći će da zahteva isplatu neisplaćenih iznosa u svakom narednom periodu. Uz izuzetak poslednje isplate, KfW nije u obavezi da vrši isplate u iznosima manjim od 350.000,00 evra.
- 3.2 *Rok za podnošenje zahteva za isplatu.* KfW može da odbije zahteve za isplatu nakon 30. juna 2027. godine. KfW i Zajmoprimac mogu da se dogovore u pisanoj formi, razmenom pisama, o produžetku ovog roka.
- 3.3 *Uslovi koji prethode isplati.* KfW je u obavezi da izvrši isplate prema ovom sporazumu o zajmu samo ukoliko su ispunjeni sledeći uslovi koji prethode isplati, i to u obliku i sadržaju koji je prihvatljiv za KfW:
- a) Zajmoprimac će, na zadovoljavajući način za KfW, dostaviti pravno mišljenje, čiji sadržaj mora biti u skladu sa primerom u Aneksu 2. (*Obrazac Pravnog mišljenja Ministarstva pravde Republike Srbije*) ovog sporazuma o zajmu, i overene primerke (svaki sa overenim prevodom na jezik ovog sporazuma o zajmu) svih dokumenata na koje se dato pravno mišljenje odnosi, da Sporazum o zajmu ima pravno dejstvo i da je na snazi i, posebno, da
- (i) je Zajmoprimac ispunio sve zahteve u skladu sa Ustavom i drugim zakonskim odredbama za pravosnažno preuzimanje svih svojih obaveza prema ovom sporazumu o zajmu, i

- (ii) je KfW oslobođen plaćanja svih poreza na prihod od kamate, dažbina, naknada i sličnih troškova u Republici Srbiji, kada odobri Zajam;
- b) KfW je primio originalni primerak ovog sporazuma o zajmu i Posebnih sporazuma, pri čemu je svaki pravosnažno potpisan;
 - c) KfW je primio deponovane potpise navedene u članu 13.1 (*Zastupanje Zajmoprimca*) ovog sporazuma o zajmu;
 - d) garancija Savezne Republike Nemačke navedena u članu 8. (*Garancija Savezne Republike Nemačke*) stupila je na snagu i pravosnažna je bez ikakvih ograničenja. KfW će obavestiti Zajmoprimca kada Garancija stupi na snagu i postane pravosnažna. Obrazac Pisma potvrde koje će dostaviti KfW priložen je kao Aneks 3 ovog sporazuma o zajmu;
 - e) Zajmoprimac je platio Proviziju za organizovanje posla predviđenu u članu 4.2 (*Provizija za organizovanje posla*) ovog sporazuma o zajmu;
 - f) ne postoji razlog za raskid ovog sporazuma o zajmu niti je nastao bilo kakav incident koji bi postao uzrok za raskid obaveštenjem ili istekom ili utvrđivanjem ili ispunjenjem uslova (potencijalni razlog za raskid);
 - g) nema vanrednih okolnosti koje su nastale i sprečavaju ili ozbiljno ugrožavaju sprovođenje, funkcionisanje ili svrhu Programa ili izvršenje obaveza plaćanja koje Zajmoprimac preuzima u skladu sa ovim sporazumom o zajmu; i
 - h) preduslov za isplatu koji je naveden u članu 2.2 (*Overen prevod*) je ispunjen.

KfW ima pravo da pre početka bilo koje isplate sredstava iz Zajma zahteva dodatna dokumenta i dokaze koje prema svom diskrecionom pravu (postupajući u razumnoj meri u skladu sa regulativama i politikama koje se primenjuju u KfW-u i/ili međunarodnoj bankarskoj praksi) smatra neophodnim kako bi potvrdio uslove koji prethode isplati navedenoj u ovom odeljku.

- 3.4 *Detalji postupka isplate.* Zajmoprimac, kojeg u ovom slučaju predstavlja MGSI, i KfW će odrediti detalje postupka isplate u Posebnim sporazumima i, posebno,

dokaze koje Zajmoprimac, posredstvom MGSI, mora da dostavi čime dokumentuje da se zahtevani iznosi Zajma koriste u dogovorenu svrhu.

3.5 *Pravo na odustajanje od isplate.* Pod uslovom da je ispunio svoje obaveze predviđene članom 11. (Posebne obaveze) ovog sporazuma o zajmu, Zajmoprimac može odustati od isplate neisplaćenih iznosa Zajma, uz prethodnu saglasnost KfW-a, u zamenu za plaćanje **Naknade za odustajanje od isplate** u skladu i kako je definisano članom 3.6 (Naknada za odustajanje od isplate) ovog sporazuma o zajmu.

3.6 *Naknada za odustajanje od isplate.* Ukoliko Zajmoprimac odustane od isplate nekog iznosa Zajma u skladu sa članom 3.5 (Pravo na odustajanje od isplate) ovog sporazuma o zajmu, ili ukoliko iznos Zajma nije uopšte isplaćen, ili ukoliko nije isplaćen do roka navedenog u članu 3.2 (Rok za podnošenje zahteva za isplatu) ovog sporazuma o zajmu, Zajmoprimac će na zahtev, bez odlaganja, platiti KfW-u iznos koji je neophodan da bi se KfW-u nadoknadili svi gubici, izdaci i troškovi koje KfW snosi kao posledicu odustajanja od isplate iznosa Zajma („**Naknada za odustajanje od isplate**”), osim ukoliko takvo neprihvatanje predstavlja kršenje ovog sporazuma o zajmu od strane KfW-a. KfW će obračunati iznos Naknade za odustajanje od isplate na razuman način i o tome obavestiti Zajmoprimca. Naknada za odustajanje od isplate biće određena kao da Savezna Republika Nemačka nije obezbedila subvencionisanu kamatu za Program.

4. **Provizije**

4.1 *Provizija na nepovučena sredstva.* Zajmoprimac će platiti bespovratnu proviziju na nepovučena sredstva Zajma u iznosu od 0,25% godišnje („**Provizija na nepovučena sredstva**”).

Provizija na nepovučena sredstva dospeva za plaćanje polugodišnje za protekli period, na dan 15. maj i 15. novembar svake godine, a prvi put 15. novembra 2022. godine, ali ne pre odgovarajućeg datuma koji sledi nakon dana kada ovaj sporazum o zajmu stupi na snagu i proizvodi pravno dejstvo, shodno članu 15.10 (Stupanje na snagu) ovog sporazuma o zajmu.

Provizija na nepovučena sredstva će biti obračunata za period koji počinje dvanaest meseci nakon potpisivanja ovog sporazuma o zajmu i traje do datuma

isplate sredstava Zajma u celosti ili, ukoliko je primenjivo, do datuma definitivnog otkazivanja isplate Zajma.

- 4.2 *Provizija za organizovanje posla.* Zajmoprimac će platiti KfW-u bespovratni jednokratni paušalni iznos na ime provizije za organizovanje posla u iznosu od 0,5% od iznosa Zajma navedenog u članu 1.1 (Iznos) ovog sporazuma o zajmu („**Provizija za organizovanje posla**”).

Provizija za organizovanje posla dospeva na plaćanje najranije na sledeća dva datuma: (i) pre prve isplate ili (ii) po isteku tri meseca nakon potpisivanja ovog sporazuma o zajmu od strane KfW-a, ili nakon što protekne mesec dana od stupanja na snagu i dejstvo ovog sporazuma o zajmu (u zavisnosti koji od datuma navedenih u tački (ii) nastupi kasnije). Provizija za organizovanje posla dospeva za plaćanje bez obzira da li je Zajam isplaćen u celosti ili delimično, ili uopšte.

5. Kamata

- 5.1 *Kamata:* Zajmoprimac će KfW-u platiti kamatu na sledeći način:

Fiksna kamatna stopa koja se utvrđuje nakon obezbeđenja zajma. Zajmoprimac će plaćati kamatu na Zajam po stopi od 0,60% godišnje (rečima: nula zarez šezdeset procenata godišnje) („**Fiksna kamatna stopa**”) dok ne bude primljena poslednja rata otplate u skladu sa planom otplate utvrđenim u članu 6.1 (Plan otplate) ovog sporazuma o zajmu.

- 5.2 *Obračun kamate.* Kamata na isplaćen iznos Zajma će se zaračunavati od datuma (ne uključujući taj dan) kada je odgovarajući iznos Zajma isplaćen sa računa Zajma koji je KfW otvorio za Zajmoprimca do datuma (uključujući taj dan) kada su pojedinačne rate otplate Zajma uplaćene na račun KfW-a naveden u članu 7.3 (Broj računa, vreme uplate) ovog sporazuma o zajmu. Kamata će se obračunavati u skladu sa članom 7.1 (Obračun) ovog sporazuma o zajmu.

- 5.3 *Datumi plaćanja.* Kamata za prethodni period dospeva za plaćanje na niže navedene datume (svaki od njih „**Datum plaćanja**”):

- a) pre datuma dospeća prve rate otplate, dana 15. maja i 15. novembra svake godine, ali ne pre Datuma plaćanja koji sledi nakon dana kada ovaj

sporazum o zajmu stupi na snagu i proizvodi pravno dejstvo, prema članu 15.10 (Stupanje na snagu) ovog sporazuma o zajmu;

- b) na datum dospeća prve rate otplate prema članu 6.1 (Plan otplate) ovog sporazuma o zajmu, zajedno sa tom ratom;
- c) potom na datume dospeća rata otplate prema članu 6.1 (Plan otplate) ovog sporazuma o zajmu.

6. Otplata i prevremena otplata

6.1 *Plan otplate.* Period otplate neće biti duži od petnaest (15) godina uključujući period počeka do pet (5) godina u kojem se plaća samo kamata. Zajmoprimac će otplatiti Zajam na sledeći način:

Tranša 1:

Rata	Datum dospeća	Iznos u evrima
1	15.11.26	1.333.333,33
2	15.05.27	1.333.333,33
3	15.11.27	1.333.333,33
4	15.05.28	1.333.333,33
5	15.11.28	1.333.333,33
6	15.05.29	1.333.333,33
7	15.11.29	1.333.333,33
8	15.05.30	1.333.333,33
9	15.11.30	1.333.333,33
10	15.05.31	1.333.333,33
11	15.11.31	1.333.333,33
12	15.05.32	1.333.333,33
13	15.11.32	1.333.333,33
14	15.05.33	1.333.333,33
15	15.11.33	1.333.333,33
16	15.05.34	1.333.333,33
17	15.11.34	1.333.333,33
18	15.05.35	1.333.333,33
19	15.11.35	1.333.333,33
20	15.05.36	1.333.333,33
21	15.11.36	1.333.333,40

Tranša

2:

1	15.11.26	2.000.000,00
2	15.05.27	2.000.000,00
3	15.11.27	2.000.000,00
4	15.05.28	2.000.000,00
5	15.11.28	2.000.000,00
6	15.05.29	2.000.000,00
7	15.11.29	2.000.000,00
8	15.05.30	2.000.000,00
9	15.11.30	2.000.000,00
10	15.05.31	2.000.000,00
11	15.11.31	2.000.000,00
12	15.05.32	2.000.000,00
13	15.11.32	2.000.000,00
14	15.05.33	2.000.000,00
15	15.11.33	2.000.000,00
16	15.05.34	2.000.000,00
17	15.11.34	2.000.000,00
18	15.05.35	2.000.000,00
19	15.11.35	2.000.000,00
20	15.05.36	2.000.000,00
21	15.11.36	2.000.000,00

Ovaj Plan otplate može biti izmenjen s vremena na vreme u skladu sa članom 6.5. (Revidirani Plan otplate).

- 6.2 *Neisplaćeni iznosi Zajma.* Neisplaćeni iznosi Zajma se saldiraju sa ratom otplate koja poslednja dospeva u skladu sa odgovarajućim Planom otplate, utvrđenim u članu 6.1 (Plan otplate) ovog sporazuma o zajmu, osim ako KfW po sopstvenom nahođenju, nakon prethodne konsultacije sa Zajmoprimcem, ne izabere neki drugi način saldiranja u pojedinačnim slučajevima.
- 6.3 *Otplata u slučaju nepotpune isplate.* Ukoliko rata otplate dospe za plaćanje pre nego što je Zajam isplaćen u celini, to neće uticati na Plan otplate naveden u članu 6.1 (Plan otplate) ovog sporazuma o zajmu sve dok odgovarajuća rata otplate koja dospeva za plaćanje prema planu otplate bude manja od iznosa Zajma koji je isplaćen ali još nije otplaćen („**Neotplaćen iznos Zajma**”). Ukoliko rata otplate koja dospeva u skladu sa članom 6.1 (Plan otplate) ovog sporazuma o zajmu premaši Neotplaćen iznos Zajma, takva rata otplate će se smanjiti na iznos Neotplaćenog iznosa Zajma, a razlika će biti ravnomerno dodeljena ratama otplate koje su još neotplaćene. Prilikom obračuna Neotplaćenog iznosa Zajma, KfW zadržava pravo da razmotri isplate iz Zajma izvršene u periodu od 45 ili manje dana pre Datuma plaćanja kako bi utvrdio iznos Neotplaćenog iznosa Zajma samo za sledeći Datum plaćanja.
- 6.4 *Prevremena otplata.* U slučaju prevremene otplate primenjivaće se sledeće:
- a) *Pravo na prevremenu otplatu.* Zajmoprimac, u skladu sa narednim stavovima od 6.4 b) (Obaveštenje) do 6.4 e) (Saldiranje) ovog sporazuma o zajmu, ima pravo da izvrši otplatu Zajma pre planiranog datuma dospeća pod uslovom da prevremeno otplaćeni iznos bude najmanje jednak iznosu rate otplate prema članu 6.1 (Plan otplate) ovog sporazuma o zajmu.
 - b) *Obaveštenje.* U skladu sa članom 6.4 a) (Pravo na prevremenu otplatu) ovog sporazuma o zajmu, prevremena otplata nekog iznosa Zajma mora biti predmet obaveštenja o prevremenoj otplati koje Zajmoprimac šalje KfW-u najkasnije petnaestog Radnog dana banaka (kako je definisano u članu 15.1 (Radni dan banaka) ovog sporazuma o zajmu) pre nameravanog datuma prevremene otplate. Ovakvo obaveštenje je neopozivo; ono mora

sadržati datum kada će se prevremena otplata izvršiti, iznos prevremene otplate i obavezuje Zajmoprimca da naznačenog datuma uplati KfW-u navedeni iznos.

- c) *Naknada za prevremenu otplatu.* Ukoliko Zajmoprimac prevremeno otplati iznos Zajma sa fiksnom kamatnom stopom, Zajmoprimac bez odlaganja plaća na zahtev KfW-u, takav iznos koji je neophodan da bi se KfW-u nadoknadili svi gubici, izdaci i troškovi koje KfW snosi kao posledicu takve prevremene otplate („**Naknada za prevremenu otplatu**”). KfW će utvrditi visinu iznosa Naknade za prevremenu otplatu na razuman način i o tome obavestiti Zajmoprimca. Naknada za prevremenu otplatu će biti određena kao da Savezna Republika Nemačka nije obezbedila subvencionisanu kamatnu stopu za Program. Na zahtev Zajmoprimca, KfW će Zajmoprimcu obezbediti preliminarni iznos Naknade za prevremenu otplatu pre obaveznog neopozivog obaveštenja o otplati u skladu sa članom 6.4 b) (Obaveštenje) ovog sporazuma o zajmu.
- d) *Dospeli iznosi.* Zajedno sa prevremenom otplatom, Zajmoprimac takođe plaća sledeće iznose u skladu sa članom 6.4 a) (Pravo na prevremenu otplatu) ovog sporazuma o zajmu:
- (i) bilo koju Naknadu za prevremenu otplatu koja dospeva kao rezultat prevremene otplate u skladu sa članom 6.4 c) (Naknada za prevremenu otplatu) ovog sporazuma o zajmu; i
 - (ii) celokupnu pripisanu kamatu na prevremeno otplaćeni deo Zajma i sva druga plaćanja koja su i dalje neizmirena po ovom sporazumu o zajmu, a koja su nastala do datuma prevremene otplate.
- e) *Saldiranje.* Član 6.2 (Neisplaćeni iznosi Zajma) ovog sporazuma o zajmu će se primenjivati *mutatis mutandis* na saldiranje prevremenih otplata.

6.5 *Revidirani plan otplate.* U slučaju primene člana 6.3 (Oplata u slučaju nepotpune isplate) ili člana 6.4 (Prevremena otplata) ovog sporazuma o zajmu, KfW će Zajmoprimcu dostaviti revidirani plan otplate koji će postati sastavni deo ovog sporazuma o zajmu i zameniti plan otplate koji se primenjivao do tada.

7. Obračuni i plaćanja u opštem smislu

- 7.1 *Obračun.* Kamata, Provizija na nepovučena sredstva, zatezna kamata u skladu sa članom 7.5 (Zatezna kamata) ovog sporazuma o zajmu, paušalna naknada za zakasnele iznose u skladu sa članom 7.6 (Paušalna naknada) ovog sporazuma o zajmu, Naknada za odustajanje od isplate i Naknada za prevremenu otplatu obračunavaće se na osnovu godine u trajanju od 360 dana sa mesecima u trajanju od 30 dana.
- 7.2 *Datum dospeća.* Ukoliko neko plaćanje koje treba da bude izvršeno prema ovom sporazumu o zajmu dospeva na dan koji nije Radni dan banaka, Zajmoprimac mora izvršiti takvo plaćanje narednog Radnog dana banaka. Ukoliko sledeći Radni dan banaka pada narednog kalendarskog meseca, takvo plaćanje mora biti izvršeno poslednjeg Radnog dana banaka tekućeg kalendarskog meseca.
- 7.3 *Broj računa, vreme uplate.* Zajmoprimac će biti oslobođen obaveza plaćanja koje proizilaze iz ovog sporazuma o zajmu čim se utvrdi da su odgovarajući iznosi uplaćeni KfW-u i da su na raspolaganju KfW-u bez ikakvih umanjenja iznosa u evrima, da je uplata izvršena najkasnije do 10 sati pre podne u Frankfurtu na Majni, Savezna Republika Nemačka, na račun KfW-a u Frankfurtu na Majni, Savezna Republika Nemačka, broj IBAN DE 92 50020400 3122301232 (uz naznaku datuma dospeća kao dodatne reference („Ref. godina/ mesec/dan”).
- 7.4 *Protivpotraživanja Zajmoprimca.* Zajmoprimac nema pravo da zahteva zadržavanje ili poravnanje iznosa ili neka druga slična prava u vezi sa obavezom plaćanja prema ovom sporazumu o zajmu, osim ukoliko su takva prava priznata konačnom presudom ili ukoliko nije osporeno od strane KfW-a.
- 7.5 *Zatezna kamata.* Ukoliko bilo koja rata otplate ili prevremene otplate u skladu sa članom 6.4 (Prevremena otplata) ovog sporazuma o zajmu ne bude na raspolaganju KfW-u na dan dospeća, KfW može, bez prethodnog upozorenja, naplatiti zateznu kamatu po stopi od 200 baznih poena na godišnjem nivou iznad kamatne stope navedene u članu 5.1 (Kamata) ovog sporazuma o zajmu za period koji počinje na datum dospeća i završava se na dan izvršenja takve uplate na račun KfW-a naveden u članu 7.3 (Broj računa, vreme uplate) ovog sporazuma o zajmu. Takva zatezna kamata mora biti plaćena odmah na prvi zahtev KfW-a.

- 7.6 *Paušalna naknada.* Za dospele a neplaćene iznose (uz izuzetak onih rata otplate i prepravne otplate navedene u članu 7.5 (Zatezna kamata) ovog sporazuma o zajmu) KfW može, bez prethodnog upozorenja, zahtevati uplatu paušalne naknade za period od datuma dospeća do datuma uplate, po stopi od 200 baznih poena na godišnjem nivou iznad Fiksne kamatne stope navedene u članu 5.1 (Kamata) ovog sporazuma o zajmu. Paušalna naknada mora biti plaćena odmah na prvi zahtev KfW-a. Zajmoprimac je slobodan da dokaže da nije naneta nikakva šteta ili da je naneta šteta manja od iznosa paušalne naknade.
- 7.7 *Saldiranje.* KfW ima pravo na saldiranje primljenih plaćanja u odnosu na plaćanja koja dospevaju prema ovom sporazumu o zajmu.
- 7.8 *Obračuni od strane KfW-a.* Ukoliko nema očiglednih grešaka, obračun KfW-a i izračunavanje dospelih iznosa u vezi sa ovim sporazumom o zajmu, predstavlja *prima-facie* dokaz (*Anscheinsbeweis*).

8. **Garancija Savezne Republike Nemačke**

Pre prve isplate, za potraživanja KfW-a na osnovu ovog sporazuma o zajmu, garantovaće Savezna Republika Nemačka.

9. **Nezakonitost**

Ukoliko, prema bilo kojoj važećoj nadležnosti, za KfW postane nezakonito da vrši svoje obaveze kako je predviđeno ovim sporazumom o zajmu, ili finansira ili održava Zajam („**Događaj nezakonitosti**”), nakon što KfW obavesti Zajmoprimca:

- a) obaveza KfW-a će se odmah otkazati, i
- b) Zajmoprimac otplaćuje Zajam u celosti na datum koji KfW utvrdi u obaveštenju koje dostavi Zajmoprimcu (najranije poslednjeg dana bilo kojeg važećeg perioda počeka koji je dozvoljen zakonom).

U svom obaveštenju na osnovu ovog stava, KfW je u obavezi da pruži razumno objašnjenje u vezi sa Događajem nezakonitosti. KfW i Zajmoprimac mogu dogovoriti drugi datum otplate ili otplatu u ratama.

Radi izbegavanja sumnje, bilo kakvo otkazivanje na osnovu ovog sporazuma o zajmu podleže članu 3.6 (Naknada za odustajanje od isplate) i bilo koja otplata Zajma prema ovom sporazumu predstavlja prevremenu otplatu i biće predmet odredbi definisanih u članu 6.4 c) (Naknada za prevremenu otplatu) i d) (Dospeli iznosi).

10. Troškovi i javne dažbine

10.1 *Bez odbitaka ili obustava.* Zajmoprimac će izvršiti sva plaćanja po ovom sporazumu o zajmu bez odbitaka na ime poreza, drugih javnih dažbina ili drugih troškova. U slučaju da Zajmoprimac ima zakonsku ili obavezu druge vrste da izvrši takav odbitak ili umanjeње plaćanja, Zajmoprimac će uvećati takve iznose, koliko je potrebno, kako bi KfW primila u celosti iznose koji dospevaju prema ovom sporazumu o zajmu nakon odbitaka na ime poreza i dažbina.

10.2 *Troškovi.* Zajmoprimac snosi sve troškove i rashode nastale u vezi sa isplatom i otplatom Zajma, posebno troškove doznačavanja i prenosa (uključujući i proviziju za konverziju), kao i sve troškove i rashode koji nastanu u vezi sa održavanjem ili izvršenjem ovog sporazuma o zajmu i sa njim bilo kog povezanog dokumenta, kao i sva prava koja iz toga proističu.

10.3 *Porezi i druge dažbine.* Zajmoprimac snosi sve poreze i druge javne dažbine nastale van Savezne Republike Nemačke u vezi sa zaključivanjem i potpisivanjem ovog sporazuma o zajmu. Ukoliko KfW unapred plati iznos takvih poreza ili dažbina, Zajmoprimac će bez odlaganja, odmah po zahtevu KfW-a uplatiti pomenuti iznos na račun KfW-a naveden u članu 7.3 (Broj računa, vreme uplate) ovog sporazuma o zajmu ili na drugi račun koji precizira KfW.

11. Posebne obaveze

11.1 *Sprovođenje Programa i posebne informacije.* Zajmoprimac će obezbediti, kojeg u ovom slučaju predstavlja MGSI, sopstvenim kapacitetima, kao i da Opštine i njihove Agencije za sprovođenje Programa:

- a) pripreme, sprovedu, upravljaju i održavaju Program u skladu sa dobrim finansijskim i tehničkim praksama, u skladu sa ekološkim i socijalnim

standardima i u svim pojedinostima u skladu sa konceptom Programa dogovorenim između Zajmoprimca i KfW-a;

- b) povere pripremu i nadzor nad građevinskim radovima u okviru Programa nezavisnim, kvalifikovanim inženjerima konsultantima ili konsultantima, a sprovođenje Programa kompetentnim firmama;
- c) u svako doba ispunjavati odredbe nabavke navedene u Posebnim sporazumima, uključujući odgovarajući plan nabavki;
- d) obezbede finansiranje Programa u celosti i dostave, na zahtev, KfW-u dokaze kojima se potvrđuje da su troškovi koji se ne finansiraju iz Zajma takođe pokriveni;
- e) vode knjige i evidencije ili povere vođenje knjiga i evidencija u svoje ime, koje nedvosmisleno prikazuju sve troškove roba i usluga neophodnih za Program i u kojima su jasno naznačene robe i usluge koje se finansiraju iz ovog Zajma;
- f) omoguće KfW-u i njenim zastupnicima uvid u takve knjige i evidencije i bilo koju i svaku drugu dokumentaciju od značaja za sprovođenje i funkcionisanje Programa, kao i da posete lokacije i sve instalacije u vezi sa Programom;
- g) dostave KfW-u bilo koju i sve takve informacije i podatke o Programu i njegovom daljem napredovanju, ukoliko to KfW bude zahtevao;
- h) odmah i na sopstvenu inicijativu,
 - (i) proslede KfW-u bilo koje upite koje Zajmoprimac primi od strane Organizacije za ekonomsku saradnju i razvoj (OECD) ili njegovih članica prema tzv. „Sporazumu o jedinstvenoj transparentnosti ODA kredita” nakon dodele ugovora za nabavke i usluge koji će se finansirati iz Zajma i da će usklađivati odgovor na takve upite sa KfW-om; i
 - (ii) obaveste KfW o bilo kojoj i svim okolnostima koji onemogućavaju ili ozbiljno ugrožavaju sprovođenje, funkcionisanje ili svrhu Programa

- i) dostave KfW-u bilo koju i sve takve informacije o finansijskoj situaciji Agencija za sprovođenje Programa uključujući finansijske izveštaje o Agencijama za sprovođenje Programa, koje je pregledao revizor, zajedno sa bilansom stanja, kao i račune dobitka i gubitka i relevantne beleške koje KfW može razumno zahtevati i čuvati takve informacije kao tajne u skladu sa članom 14; i
- j) omoguće KfW-u i njegovim predstavnicima u bilo koje vreme da pregledaju knjige i evidencije Agencija za sprovođenje Programa, koje moraju da pokažu poslovnu aktivnost Agencija za sprovođenje Programa, kao i finansijsku situaciju u skladu sa standardnim principima računovodstva.

11.2 *Detalji o sprovođenju Programa.* Zajmoprimac, u ovom smislu predstavljen od strane MGSI, i KfW će Posebnim sporazumima utvrditi detalje koji se odnose na član 11.1 (Sprovođenje Programa i posebne informacije) ovog sporazuma o zajmu.

11.3 *Usklađenost.* Zajmoprimac, u ovom smislu predstavljen od strane MGSI, preuzima da u svako doba ispuni, ali i obezbeđuje da svaka Opština i njena Agencija za sprovođenje Programa sve vreme ispunjavaju obaveze definisane Posebnim sporazumima.

11.4 *Pomoć.* Zajmoprimac će pomagati svakoj Opštini i Agenciji za sprovođenje Programa u skladu sa dobrom inženjerskom i finansijskom praksom u sprovođenju Programa i ispunjavanju njihovih obaveza prema Posebnim sporazumima, naročito u pogledu izdavanja svakoj Opštini i Agenciji za sprovođenje Programa, bilo koje i svih relevantnih dozvola neophodnih za realizaciju Programa u skladu sa zakonima Republike Srbije.

11.5. *Transport potrepština.* Odredbe navedene u Vladinom sporazumu, koje su Zajmoprimcu poznate, primenjivaće se na transport potrepština koje će se finansirati iz Zajma.

11.6 *Rangiranje pari passu.* Zajmoprimac garantuje i izjavljuje da se njegove obaveze po osnovu ovog sporazuma o zajmu rangiraju i servisiraju najmanje *pari passu* sa svim ostalim neobezbeđenim i nepodređenim obavezama plaćanja i u skladu sa tim, obaveze po ovom sporazumu o zajmu izvršavaju *pari*

passu. Zajmoprimac će obezbediti do nivoa dozvoljenog zakonom da je ovo rangiranje takođe obezbeđeno za sve buduće neobezbeđene i nepodređene obaveze plaćanja.

- 11.7 *Prodaja imovine*. Bez prethodne saglasnosti KfW-a, Zajmoprimac, kojeg u ovom slučaju predstavlja MGSI, neće prodati niti će dozvoliti da Opštine i Agencije za sprovođenje Projekta prodaju bilo koju imovinu Programa u celosti ili njen deo pre otplate Zajma u potpunosti.

12. Raskid Sporazuma

- 12.1 *Razlozi za raskid*. KfW može ostvariti prava definisana u članu 12.2 (*Pravne posledice nastanka uzroka za raskid*) ovog sporazuma o zajmu ukoliko nastane događaj koji se smatra materijalnim razlogom (*Wichtiger Grund*). Materijalnim razlogom će se posebno smatrati sledeće okolnosti:

- a) ukoliko Zajmoprimac ne izvrši obavezu plaćanja prema KfW-u po dospeću;
- b) ukoliko dođe do kršenja obaveza prema ovom sporazumu o zajmu ili Posebnim sporazumima, kao i bilo kojim pravno obavezujućim dodatnim ugovorima uz ovaj sporazum o zajmu;
- c) ukoliko ovaj sporazum o zajmu ili bilo koji njegov deo prestane da bude obavezujući za Zajmoprimca ili prestane da se primenjuje na Zajmoprimca;
- d) ukoliko se ispostavi da su bilo koja izjava, potvrda, informacija, zastupanje ili garancija koji su po mišljenju KfW-a od ključnog značaja za odobravanje i izvršenje Zajma netačni, dovode u zabludu ili nepotpuni;
- e) ukoliko nastanu druge vanredne okolnosti usled kojih se odlaže ili sprečava izvršenje obaveza prema ovom sporazumu o zajmu;
- f) ukoliko Zajmoprimac ne bude u mogućnosti da dokaže da su iznosi Zajma upotrebljeni u dogovorene svrhe;
- g) ukoliko Zajmoprimac obustavi plaćanja poveriocima, ili je nesolventan ili započne pregovore sa jednim ili više poverilaca o moratorijumu, otpisu neizmirenih dugovanja, odlaganju plaćanja ili prekidu servisiranja duga.

- 12.2 *Pravne posledice nastanka uzroka za raskid*. Ukoliko je nastao bilo koji od slučajeva navedenih u članu 12.1 (*Razlozi za raskid*) ovog sporazuma o zajmu, KfW može odmah obustaviti isplate prema ovom sporazumu o zajmu. Ukoliko takav slučaj nije rešen u roku od pet dana (u slučaju člana 12.1 a) ovog

sporazuma o zajmu) ili u svim drugim slučajevima navedenim u članu 12.1 (Razlozi za raskid) ovog sporazuma o zajmu u periodu koji odredi KfW, a koji, međutim, ne može biti kraći od 30 dana, KfW može raskinuti ovaj sporazum o zajmu u celini ili bilo koji njegov deo, što može imati za posledicu da će njegove obaveze prema ovom sporazumu o zajmu prestati i KfW može zahtevati trenutnu otplatu celog ili dela Neotplaćenog iznosa Zajma, zajedno sa dospelom kamatom i svim ostalim iznosima dospelim prema ovom sporazumu o zajmu. Članovi 7.5 (Zatezna kamata) i 7.6 (Paušalna naknada) ovog sporazuma o zajmu se primenjuju *mutatis mutandis* na ubrzanu naplatu iznosa.

- 12.3 *Odšteta*. U slučaju da ovaj sporazum o zajmu bude u celosti ili delimično raskinut, Zajmoprimac će platiti Naknadu za odustajanje od isplate u skladu sa članom 3.6 (Naknada za odustajanje od isplate) i/ili Naknadu za prevremenu otplatu u skladu sa članom 6.4 c) (Naknada za prevremenu otplatu).

13. Zastupanje i izjave

- 13.1 *Zastupanje Zajmoprimca*. Zajmoprimca će prilikom sprovođenja ovog sporazuma o zajmu predstavljati ministar finansija i lica koja on/ona imenuje za KfW i koja su ovlašćena deponovanim potpisima, uz potvrdu ministra da predstavljaju Zajmoprimca. Zajmoprimca će prilikom sprovođenja Programa i ovog sporazuma o zajmu predstavljati ministar građevinarstva, saobraćaja i infrastrukture i lica koja on/ona imenuje za KfW i koja su ovlašćena deponovanim potpisima uz potvrdu ministra, da predstavljaju Zajmoprimca. Ovlašćenje u pogledu zastupanja će se smatrati punovažnim sve dok KfW ne primi izričiti opoziv od predstavnika Zajmoprimca ovlašćenog u tom trenutku.
- 13.2 *Adrese*. Obaveštenja ili izjave u vezi sa ovim sporazumom o zajmu moraju biti u pisanom obliku. Ona se šalju u vidu originala ili – sa izuzetkom zahteva za isplatu – faksom. Sva obaveštenja i izjave date u vezi sa ovim sporazumom moraju biti poslate na sledeće adrese:

Za KfW:

KfW
Postfach 11 11 41
60046 Frankfurt am Main
Germany
Fax: +49 69 7431-2944

Za Zajmoprimca:

Ministarstvo finansija
Kneza Miloša 20, 11000 Beograd
Republika Srbija

Fax: +381-11-3618-961

Ministarstvo građevinarstva, saobraćaja i
infrastrukture

Nemanjina 22-26

11000 Beograd

Republika Srbija

Fax: +381-11-3610972

14. Objavljivanje i prenos informacija u vezi sa Programom

- 14.1 *Objavljivanje informacija u vezi sa Programom od strane KfW-a.* U skladu sa međunarodno prihvaćenim načelima krajnje transparentnosti i efikasnosti u razvojnoj saradnji, KfW objavljuje odabrane informacije (uključujući rezultate o zaštiti životne sredine i socijalne kategorizacije i procene, kao i ex post izveštaje o oceni) o Programu i načinu njegovog finansiranja tokom pregovora pre potpisivanja sporazuma, u toku same realizacije sporazuma o zajmu(ovima) u vezi sa Programom i u fazi nakon realizacije sporazuma (u daljem tekstu: „**Čitav period**”).

Informacije se redovno objavljuju na veb stranici KfW razvojne banke (<http://transparenz.kfw-entwicklungsbank.de/en>).

Objavljivanje informacija (od strane KfW-a ili od trećih strana, u skladu sa članom 14.3 (Prenos informacija u vezi sa Programom trećim stranama i njihovo objavljivanje od strane istih) niže) o Programu i načinu njegovog finansiranja ne uključuje nikakvu ugovornu dokumentaciju niti osetljive finansijske ili poslovne informacije o stranama koje učestvuju u Programu ili njegovom finansiranju, kao što su

- a) informacije o internim finansijskim podacima;
- b) poslovne strategije;
- c) interni pravilnici i izveštaji;
- d) lični podaci fizičkih lica;
- e) KfW-ov interni rejting finansijskog stanja strana.

14.2 *Prenos informacija u vezi sa Programom trećim stranama.* KfW prenosi odabrane informacije o Programu i načinu njegovog finansiranja tokom Čitavog perioda subjektima navedenim u nastavku, posebno da bi se obezbedila transparentnost i efikasnost:

- a) zavisnim društvima KfW-a;
- b) Saveznoj Republici Nemačkoj i njenim nadležnim telima, organima, institucijama, agencijama ili subjektima;
- c) drugim organizacijama uključenim u nemačku bilateralnu razvojnu saradnju, posebno Nemačkoj organizaciji za tehničku saradnju Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH;
- d) međunarodnim organizacijama uključenim u prikupljanje statističkih podataka i njihovim članovima, posebno Organizaciji za ekonomsku saradnju i razvoj (OECD) i njenim članovima.

14.3 *Prenos informacija u vezi sa Programom trećim stranama i njihovo objavljivanje od strane istih.* Pored gore navedenog, Savezna Republika Nemačka je zatražila od KfW-a da podeli odabrane informacije o Programu i načinu njegovog finansiranja tokom Čitavog perioda sa sledećim subjektima, koji objavljuju delove koji su od značaja za određenu svrhu:

- a) Saveznom Republikom Nemačkom, za potrebe Inicijative za transparentnost međunarodne pomoći
http://www.bmz.de/de/ministerium/zahlen_fakten/transparenz-fuer-mehr-Wirksamkeit/Transparenzstrategie/index.html)
- b) agencijom Germany Trade & Invest (GTAI), za potrebe tržišnih informacija
<http://www.gtai.de/GTAI/Navigation/DE/welcome.html>)
- c) Organizacijom za ekonomsku saradnju i razvoj (OECD), za potrebe izveštavanja o finansijskim tokovima u okviru razvojne saradnje
<http://www.oecd.org/>)

- d) Institutom za ocenu razvoja Savezne Republike Nemačke (DEval) za potrebe ocene sveukupne razvojne saradnje Nemačke, kako bi se obezbedila transparentnost i efikasnost (<http://www.deval.org/de/>).

- 14.4 *Prenos informacija u vezi sa Programom drugim trećim stranama (uključujući njihovo objavljivanje od strane istih).* KfW zadržava pravo da drugim trećim stranama prenosi (između ostalog i za potrebe objavljivanja) informacije o Programu i njegovom finansiranju tokom Čitavog perioda, kako bi štitila legitimne interese.

KfW ne prenosi informacije trećim stranama ako je legitiman interes Zajmoprimca da se informacije ne prenose dalje važniji od interesa KfW da informacije budu prenete. U legitimne interese Zajmoprimca posebno spada poverljivost osetljivih informacija koje su pomenute u članu 14.1 (Objavljivanje informacija u vezi sa Programom od strane KfW-a), koje se ne objavljuju.

Pored toga, KfW ima pravo da prenosi informacije trećim stranama ako je to neophodno zbog zakonskih ili regulatornih zahteva da se dokazuju ili brane potraživanja ili druga zakonska prava na sudu ili u upravnom postupku.

15. Opšte odredbe

- 15.1 *Radni dan banaka.* Kada se u ovom sporazumu o zajmu navodi „**Radni dan banaka**”, to označava dan koji nije subota ili nedelja, na koji su poslovne banke u Frankfurtu na Majni, Savezna Republika Nemačka i u Beogradu, Republika Srbija, otvorene radi obavljanja opštih poslova.
- 15.2 *Mesto izvršenja.* Mesto izvršenja svih obaveza po ovom sporazumu o zajmu je Frankfurt na Majni, Savezna Republika Nemačka.
- 15.3 *Nevažeće odredbe i praznine.* Ukoliko bilo koja odredba ovog sporazuma o zajmu jeste ili postane nevažeća, ili ukoliko postoji praznina u bilo kojoj odredbi ovog sporazuma o zajmu, to neće imati uticaja na pravnu valjanost ostalih odredaba Sporazuma o zajmu. Strane ovog sporazuma o zajmu će zameniti sve nevažeće odredbe pravno važećim odredbama koje su najbliže duhu i svrsi nevažećih odredbi. Strane ovog sporazuma o zajmu će popuniti svaku prazninu

u odredbama pravno valjanim odredbama koje su najbliže duhu i svrsi ovog sporazuma o zajmu.

- 15.4 *Pisani oblik.* Izmene i dopune ovog sporazuma o zajmu moraju biti u pisanom obliku. Strane moraju u pisanom obliku da najave svako odstupanje u odnosu na ovaj zahtev.
- 15.5 *Ustupanje.* Zajmoprimac ne može da ustupi ili prenese, založi ili stavi pod hipoteku bilo koje potraživanje iz ovog sporazuma o zajmu.
- 15.6 *Merodavno pravo.* Za ovaj sporazum o zajmu merodavani su zakoni Savezne Republike Nemačke.
- 15.7 *Rok zastarevanja.* Sva potraživanja KfW-a prema ovom sporazumu o zajmu ističu nakon pet godina od kraja godine u kojoj je nastalo potraživanje i u kojoj KfW postane svestan okolnosti u kojima je takvo potraživanje nastalo, ili ih je mogao biti svestan da nije bilo krajnje nepažnje.
- 15.8 *Odricanje od imuniteta.* Ako i u meri u kojoj Zajmoprimac može trenutno ili u budućnosti u bilo kojoj nadležnosti tražiti za sebe ili za svoju imovinu imunitet od tužbe, izvršenja, zaplene ili drugog pravnog postupka i u meri u kojoj u bilo kojoj nadležnosti takav imunitet može pribaviti za sebe ili svoju imovinu, Zajmoprimac se ovim neopozivo odriče takvog imuniteta u pogledu obaveza prema ovom sporazumu o zajmu i u vezi sa njim, u meri u kojoj to dozvoljavaju zakoni u toj nadležnosti. Ovo odricanje od imuniteta se neće odnositi na imovinu (i) koja se koristi u okviru diplomatskih, konzularnih, specijalnih i misija pri međunarodnim organizacijama ili međunarodnim konferencijama države Zajmoprimca ili (ii) vojnog karaktera ili pod kontrolom vojnih organa.
- 15.9 *Pravni sporovi.*

Arbitraža. Sve sporove nastale na osnovu ili u vezi sa ovim sporazumom o zajmu rešavaće isključivo i konačno Arbitražni sud. U tom slučaju, primenjuju se sledeće odredbe:

- i) Arbitražni sud će se sastojati od jednog ili tri arbitra koji će biti imenovani i postupati u skladu sa Pravilima arbitraže Međunarodne trgovinske komore (MTK) koja važe u tom trenutku.
- ii) Arbitražni postupak će se voditi u Frankfurtu na Majni. Postupak će se voditi na engleskom jeziku.

15.10 *Stupanje na snagu.* Ovaj sporazum o zajmu neće stupiti na snagu sve dok:

- a) Posebni sporazumi ne budu potpisani, kojim se određuju detalji Programa;
- b) ne bude potvrđen od strane Narodne skupštine Republike Srbije;
- c) Zajmoprimac ne obezbedi KfW-u pisanu potvrdu, bez odlaganja nakon ratifikacije, da je Sporazum o zajmu propisno potvrđen i objavljen prema važećem zakonu;
- d) Vladin sporazum na kojem je zasnovan ne stupi na snagu i bude punovažan.

Ukoliko Sporazum o zajmu nije stupio na snagu i dejstvo u roku od dvanaest meseci od dana kada je poslednja strana potpisala ovaj sporazum o zajmu, KfW može da se, od dana koji sledi nakon isteka dvanaestomesečnog perioda do dana stupanja na snagu, jednostrano povuče iz ovog sporazuma o zajmu i time raskine njegovo provizorno nedejstvo tako što će poslati pisano obaveštenje Zajmoprimcu. U ovom slučaju Zajmoprimac plaća naknadu za odustajanje od isplate u skladu sa članom 3.6 (*Naknada za odustajanje od isplate*).

15.11 Informacije u vezi sa članom 15.10. KfW će poslati Zajmoprimcu pismo u formi i suštini koja je slična pismu definisanom u Aneksu 4 Sporazuma o zajmu.

Sačinjeno u 4 (četiri) originalna primerka na engleskom jeziku.

U Frankfurtu na Majni,
na dan 22. novembar 2021. godine

u Beogradu,
na dan 22. novembar 2021. godine

za KfW

za Republiku Srbiju, koju
predstavlja ministar finansija

Ime: Rüdiger Hartmann, s.r.

Funkcija: Direktor

Ime: Siniša Mali, s.r.

Funkcija: Ministar finansija
Republike Srbije

Ime: Lydia Andler, s.r.

Funkcija: Portfolio menadžer

Aneksi

Aneks 1: Plan isplate

Aneks 2: Obrazac Pravnog mišljenja Ministarstva pravde Republike Srbije

Aneks 3: Pismo potvrde od KfW-a u vezi sa Garancijom nemačke Vlade

Aneks 4: Informacije u vezi sa članom 15.10

Aneks 1

Plan isplate

Plan najbrže moguće isplate

Do isteka svakog perioda isplate („Efektivni datum kraja perioda” u skladu sa pregledom u nastavku), Zajmoprimac može podneti zahtev za isplatu do iznosa koji ne prelazi ukupnu sumu isplata naznačenih u sledećim tabelama.

Tranša 1

Period	Efektivni datum početak perioda (uklj.)	Efektivni datum kraj perioda (isklj.)	Maksimalni iznos koji može biti isplaćen do kraja perioda (zbirno) (svi iznosi u evrima)
1	30.12.2021.	30.06.2022.	1.000.000,00
2	30.06.2022.	30.12.2022.	3.500.000,00
3	30.12.2022.	30.06.2023.	7.000.000,00
4	30.06.2023.	30.12.2023.	12.000.000,00
5	30.12.2023.	30.06.2024.	17.000.000,00
6	30.06.2024.	30.12.2024.	21.000.000,00
7	30.12.2024.	30.06.2025.	24.000.000,00
8	30.06.2025.	30.12.2026.	28.000.000,00

Tranša 2

Period	Efektivni datum početak perioda (uklj.)	Efektivni datum kraj perioda (isklj.)	Maksimalni iznos koji može biti isplaćen do kraja perioda (zbirno) (svi iznosi u evrima)
1	30.12.2021.	30.06.2022.	1.500.000,00
2	30.06.2022.	30.12.2022.	5.000.000,00
3	30.12.2022.	30.06.2023.	12.000.000,00
4	30.06.2023.	30.12.2023.	18.000.000,00
5	30.12.2023.	30.06.2024.	24.000.000,00
6	30.06.2024.	30.12.2024.	30.000.000,00
7	30.12.2024.	30.06.2025.	36.000.000,00
8	30.06.2025.	30.12.2026.	42.000.000,00

Aneks 2

Obrazac Pravnog mišljenja Ministarstva pravde Republike Srbije

Napomena: Dopuniti „Republika ZEMLJE”/„ZEMLJA” odgovarajuće.

[Memorandum izdavaoca pravnog mišljenja]

KfW

Sektor []

Na ruke: []

Palmengartenstrasse 5 - 9

Postfach 11 11 41

60325 Frankfurt am Main/Germany

Savezna Republika Nemačka

(datum)

Sporazum o zajmu od datuma _____ sačinjen između KfW i [] („Zajmoprimac”) na iznos koji ne prelazi ukupno EUR __.000.000,--.

Poštovani,

Ja sam [Ministar pravde]

_____ (unesite ministarstvo ili drugi organ)] Republike ZEMLJE. U tom svojstvu nastupam u vezi sa Sporazumom o zajmu, od datuma _____ („Sporazum o zajmu”), sačinjenim između Zajmoprimca i vas, a čiji je predmet zajam koji treba da odobrite Zajmoprimcu, u ukupnom iznosu koji ne prelazi ukupno EUR __.000.000,--.

1. Pregledana dokumentacija

pregledao sam:

1.1 autentični potpisani original Sporazuma o zajmu;

1.2 ustavna dokumenta Zajmoprimca, posebno:

- (a) Ustav Republike ZEMLjE _____, od datuma _____, propisno objavljen u _____, br. _____, str. __, i njegove izmene;
- (b) Zakon(e) br._____, od (datum) _____, propisno objavljene u _____, br., strana_____, i njihove izmene *[molimo ovde navedite eventualne zakone koji se odnose na pozajmljivanje novca od strane Republike ZEMLjE, (npr. budžetske zakone)]*;
- (c) _____ *[molimo da navedete druga dokumenta, npr. uredbе ili odluke Vladinih ili administrativnih tela ZEMLjE koja se odnose na zaključivanje sporazuma o zajmu od strane ZEMLjE uopšte ili na zaključivanje Sporazuma o zajmu]*; i
- (d) Sporazum o finansijskoj saradnji između Vlade Republike ZEMLjE i Vlade Savezne Republike Nemačke od datuma _____ („Sporazum o saradnji”)

i druge zakone, propise, potvrde, evidencije, registracije i dokumentaciju koju je po mom mišljenju bilo neophodno pregledati. Pored toga, sproveo sam istraživanja koja je po mom mišljenju bilo neophodno i poželjno sprovesti radi davanja ovog mišljenja.

2. Mišljenje

Shodno tome, za potrebe člana _____ Sporazuma o zajmu, mišljenja sam da prema zakonima Republike ZEMLjE koji su na snazi na ovaj datum:

2.1 Prema članu _____ Ustava / članu _____ zakona o _____ *[unesite odgovarajuće]* Zajmoprimac ima pravo da zaključi Sporazum o zajmu i preduzeo je sve neophodne aktivnosti kako bi odobrio potpisivanje, uručenje i izvršenje Sporazuma o zajmu, posebno na osnovu:

- (a) Zakona br. _____ od datuma _____ Parlamenta Republike ZEMLjE, kojim se potvrđuje Sporazum o zajmu / odobrava potpisivanje, uručenje i izvršenje Sporazuma o zajmu od strane Zajmoprimca / _____ *[unesite odgovarajuće]*;
- (b) Odluke(a) br. _____ od datuma _____ Vlade / Državnog saveta za zajmove / *[unesite odgovarajuće Vladino ili administrativno telo ZEMLjE]*;
- (c) _____ *[unesite nazive drugih rezolucija, odluka itd.]*.

2.2 G-đa/G-din _____ (i G-đa./G-din _____) je (su) propisno ovlašćeni od *[tj. po zakonu o njegovom/voj položaju (kao ministar / kao _____), po odluci Vlade _____, po punomoćju od _____ datuma _____, itd.]* da potpiše samostalno / zajednički Sporazum o zajmu u ime Zajmoprimca. Sporazum o zajmu potpisan od strane G-din/G-đa _____ (i G-din/G-đa _____) je propisno

zaključen u ime Zajmoprimca i predstavlja pravno obavezujuće obaveze Zajmoprimca čije neispunjavanje podleže primeni zakona protiv Zajmoprimca u skladu sa uslovima Sporazuma o zajmu.

[Izbor 1 za Odeljak 2.3, koristi se ako pored dokumenata navedenih u Odeljku 2.1 i 2.2 određena službena ovlašćenja itd. moraju biti dobijena u skladu sa zakonima Republike ZEMLjE:]

2.3 Za zaključivanje i izvršenje Sporazuma o zajmu od strane Zajmoprimca (uključujući, bez ograničenja, treba da obezbedi i prenese KfW-u sve iznose dospele u skladu sa Sporazumom o zajmu u valutama koje su njime predviđene), pribavljena su sledeća pravosnažna zvanična odobrenja, ovlašćenja, licence, registracije i/ili saglasnosti, koji su na punoj pravnoj snazi i proizvode pravno dejstvo:

- (a) Odobrenje od _____ [Centralna banka / Narodna banka / _____], datum _____, br. _____;
- (b) Saglasnost od _____ [Ministar / Ministarstvo _____], datum _____, br. _____; i
- (c) _____ [uneti druga zvanična ovlašćenja, dozvole i/ili saglasnosti].

Nisu potrebne nikakve druge zvanične saglasnosti, dozvole, registracije i/ili odobrenja državnih institucija ili agencija (uključujući Centralnu / Narodnu banku Republike ZEMLjE) ili suda u vezi sa zaključivanjem i izvršenjem Sporazuma o zajmu od strane Zajmoprimca (uključujući bez ograničenja dobijanje i prenos KfW-u svih iznosa koji dospevaju i u utvrđenim valutama, kako je navedeno u Sporazumu o zajmu) i validnošću i primenjivošću obaveza Zajmoprimca prema Sporazumu o zajmu.

[Izbor 2 za Odeljak 2.3, koristi se ako pored dokumenata navedenih u Odeljku 2.1 and 2.2 određena službena ovlašćenja itd. ne moraju biti dobijena u skladu sa zakonima Republike ZEMLjE:]

2.3 Nisu potrebne nikakve zvanične saglasnosti, dozvole, registracije i/ili odobrenja državnih institucija ili agencija (uključujući Centralnu / Narodnu banku Republike ZEMLjE) ili suda u vezi sa zaključivanjem i izvršenjem Sporazuma o zajmu od strane Zajmoprimca (uključujući bez ograničenja obezbeđivanje i prenos KfW-u svih iznosa koji dospevaju i u utvrđenim valutama, kako je navedeno u Sporazumu o zajmu) i validnošću i primenjivošću obaveza Zajmoprimca prema Sporazumu o zajmu.

2.4 U vezi sa pravosnažnošću ili sprovođenjem Sporazuma o zajmu nije potrebno plaćanje bilo kakvih taksi ili sličnih nameta.

2.5 Izbor zakona Savezne Republike Nemačke koji je merodavan za Sporazum o zajmu i pristupanje arbitraži i sudskoj nadležnosti u skladu sa članom _____ Sporazuma o zajmu važeći su i obavezujući. Odluke i presude arbitražnih sudova protiv Zajmoprimca se priznaju i primenjive su u Republici ZEMLjE u skladu sa sledećim pravilima: _____; [unesite primenjiv sporazum (ako postoji), npr. 1958 Njujorška Konvencija, i / ili osnovne principe u vezi sa priznavanjem i izvršavanjem arbitražnih odluka u ZEMLjI].

- 2.6 Sudovi Republike *ZEMLJE* imaju slobodu da presudu donesu u valuti ili valutama navedenim u Sporazumu o zajmu.
- 2.7 Zaduživanje Zajmoprimca u skladu sa Sporazumom o zajmu i zaključivanje i izvršenje Sporazuma o zajmu od strane Zajmoprimca predstavljaju privatne i komercijalne radnje, a ne državne ili javne poslove. Ni Zajmoprimac niti bilo koji deo njegove imovine nemaju pravo na imunitet od arbitraže, sudskog postupka, izvršenja, zaplene ili drugih pravnih radnji.
- 2.8 Sporazum o saradnji je na snazi i efektivan prema Ustavu i zakonima Republike *ZEMLJE*. [Prema članu 3. Sporazuma o saradnji] [ako Sporazum o saradnji nije stupio na snagu ali sporazum o dvostrukom oporezivanju postoji] Prema [unesite sporazum ili zakon i propise koji se promenjuju] / Zajmoprimcu neće biti potrebno da vrši bilo kakvo umanjenje ili odbitak od bilo kog plaćanja koje je Zajmoprimac u obavezi da izvrši prema Sporazumu o zajmu i ukoliko bi takvo umanjenje ili odbitak naknadno bili nametnuti primenjivaće se odredbe člana ___ Sporazuma o zajmu prema kojem se od Zajmoprimca zahteva da u skladu sa tim članom obešteti KfW.
- 2.9 KfW nije i ne može se smatrati domaćim licem, niti da ima boravak ili sedište, posluje ili podleže oporezivanju u Republici *ZEMLJE* isključivo na osnovu zaključivanja, sprovođenja ili izvršenja Sporazuma o zajmu. Nije neophodno niti preporučljivo da KfW ima dozvolu, kvalifikaciju ili da na neki drugi način ostvaruje pravo da posluje ili da imenuje svoje zastupnike ili predstavnike u Republici *ZEMLJE*.

Na osnovu gore iznetog, obaveze Zajmoprimca po Sporazumu o zajmu su direktne i bezuslovne, pravosnažne i obavezujuće za Zajmoprimca i mogu se primenjivati na Zajmoprimca u skladu sa uslovima ovog sporazuma o zajmu.

Ovo pravno mišljenje se ograničava na zakone Republike *ZEMLJE*.

_____, _____
(Mesto) (Datum)

[Potpis]

Ime: _____

Prilozi:

Napomena: Molimo priložite overene kopije dokumenata i zakonskih odredbi navedenih u gornjem tekstu (imajući u vidu obiman Ustav i zakone Republike *ZEMLJE*, kopije relevantnih odredbi bi bile dovoljne) i dostavite KfW-u overeni prevod na engleski ili nemački jezik svakog od gorenavedenih dokumenata ukoliko takav dokument već nije objavljen na engleskom ili nemačkom jeziku kao zvaničnim jezicima i ukoliko KfW nije naveo da je neki drugi jezik prihvatljiv.

Aneks 3

Pismo potvrde od KfW-a u vezi sa Garancijom nemačke Vlade

Finansijska saradnja između Republike Srbije i Savezne Republike Nemačke

Program: Vodosnabdevanje i prečišćavanje otpadnih voda u opštinama srednje veličine u Srbiji VI (faza II)

Garancija Savezne Republike Nemačke za Zajam

Poštovani,

Ovim potvrđujemo da smo dobili Garanciju Savezne Republike Nemačke za Zajam, kao što je predviđeno u Sporazumu o zajmu od datuma _____ za Program Vodosnabdevanje i prečišćavanje otpadnih voda u opštinama srednje veličine u Srbiji VI (faza II).

S poštovanjem,

KfW

Aneks 4Informacije u vezi sa članom 15.10

Uneti adresu Ministarstva finansija

Finanijska saradnja između Republike Srbije i Savezne Republike Nemačke

Sporazum o zajmu (br. 30011) u iznosu od 70 miliona evra između KfW-a i Republike Srbije za Program: „Vodosnabdevanje i prečišćavanje otpadnih voda u opštinama srednje veličine u Srbiji VI (faza II)” (BMZ-Br: 201365774 i 201465236), potpisan _____ 2021. godine (u daljem tekstu: „Sporazum o zajmu”)

Poštovani,

Pozivamo se na Sporazum o zajmu i vaš zahtev da dobijete potvrdu od KfW-a u vezi sa stupanjem na snagu Sporazuma o zajmu.

Ovim putem želimo da potvrdimo prijem vaše potvrde o ratifikaciji od _____ u skladu sa članom 15.10 b) Sporazuma o zajmu.

Prema našem znanju, ispunjeni su uslovi za stupanje na snagu¹ navedeni u članu 15.10 Sporazuma o zajmu.

Na osnovu gorenavedenog, plaćanje Provizije za organizovanje posla dospeva i plativo je na dan _____.

Potvrda je data na datum njenog potpisivanja i gore navedene izjave neće predstavljati pravno mišljenje niti pravni savet u vezi sa nemačkim zakonom ili bilo kojim drugim važećim zakonom i ne ograničavaju ili zamenjuju ispunjenje zahteva za isplatu kako je navedeno u Sporazumu o zajmu.

S poštovanjem,

KfW

¹ Molimo Vas da imate na umu da se ovim tekstom pretpostavlja da će obaveštenje o ratifikaciji koje nam pošaljete biti isto kao i za prethodne transakcije.

Član 3.

Ovaj zakon stupa na snagu narednog dana od dana objavljivanja u „Službenom glasniku Republike Srbije – Međunarodni ugovori”.