

**Z A K O N**

**O POTVRĐIVANJU SPORAZUMA O ZAJMU  
(PROJEKAT RAZVOJA LOKALNE  
INFRASTRUKTURE I INSTITUCIONALNOG  
JAČANJA LOKALNIH SAMOUPRAVA) IZMEĐU  
REPUBLIKE SRBIJE I MEĐUNARODNE BANKE ZA  
OBNOVU I RAZVOJ**

**Član 1.**

Potvrđuje se Sporazum o zajmu (Projekat razvoja lokalne infrastrukture i institucionalnog jačanja lokalnih samouprava) između Republike Srbije i Međunarodne banke za obnovu i razvoj, koji je potpisan u Beogradu, 3. i 14. decembra 2022. godine, u originalu na engleskom jeziku.

**Član 2.**

Tekst Sporazuma o zajmu (Projekat razvoja lokalne infrastrukture i institucionalnog jačanja lokalnih samouprava) između Republike Srbije i Međunarodne banke za obnovu i razvoj, u originalu na engleskom jeziku i prevodu na srpski jezik glasi:

**LOAN NUMBER 9339-YF**

# **Loan Agreement**

**(Local Infrastructure and Institutional Development Project)**

**between**

**REPUBLIC OF SERBIA**

**and**

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT**

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## LOAN AGREEMENT

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

WHEREAS the Borrower and the *Agence Française de Développement* (“AFD”) entered into a Co-Financing Agreement to jointly co-finance the Project.

### ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

### ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of eighty-eight million four hundred thousand Euro (€88,400,000), as such amount may be converted from time to time through a Currency Conversion (“Loan”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are June 15 and December 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

### ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower, through MCTI, shall carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

### ARTICLE IV —EFFECTIVENESS; TERMINATION

- 4.01. The Additional Condition of Effectiveness consists of the following, namely that the Co-financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Borrower to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
- 4.02. The Effectiveness Deadline is the date one hundred and eighty (180) days after the Signature Date.

### ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Borrower's Representative, who, *inter alia*, may agree to modification of the provisions of this Agreement on behalf of the Borrower through exchange of letters (unless otherwise determined by the Borrower and the Bank), is its Minister of Finance.
- 5.02. For purposes of Section 10.01 of the General Conditions: (a) the Borrower's address is:

Ministry of Finance  
20 Kneza Milosa St.  
11000 Belgrade  
Republic of Serbia; and

- (b) the Borrower's Electronic Address is:

Facsimile:  
(381-11) 3618-961

E-mail:  
[kabinet@mfin.gov.rs](mailto:kabinet@mfin.gov.rs)

- 5.03. For purposes of Section 10.01 of the General Conditions: (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

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

AGREED and signed in English as of the Signature Date.

**REPUBLIC OF SERBIA**

By \_\_\_\_\_

**Authorized Representative**

**Name: Siniša Mali**

**Title: Minister of Finance**

**Date: 14.12.2022.**

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT**

By \_\_\_\_\_

**Authorized Representative**

**Name: Nicola Pontara**

**Title: Country Manager**

**Date: 03 Dec 2022**

## SCHEDULE 1

### Project Description

The objective of the Project is to improve Local State Governments (“LSGs”) capacity to manage sustainable infrastructure and increase accessibility to economic and social opportunities in a climate aware manner.

The Project consists of the following parts:

#### **Part 1. Climate Smart Mobility**

- 1.1 Improve transport and associated infrastructure by, *inter alia*: (a) providing Grants to Participating LSGs to finance projects in local transport infrastructure rehabilitation and reconstruction and minor greenfield investments (“Sub-projects”); and (b) providing technical assistance for the preparation of documents related to the Sub-projects, including (i) design and supervision documents, (ii) environmental and social safeguard documents, (iii) independent technical audit, and (iv) road safety audit.
- 1.2 Strengthen Participating LSGs’ capacity to manage local roads by, *inter alia*: (a) developing a local roads management framework, which may include institutional arrangements and standards with regard to maintenance contracts, resilience and road safety (including children’s safety); (b) developing a simplified RAMS for maintenance and rehabilitation planning and supporting selected data collection needs; (c) developing gender-aware SUMP’s and provision of Trainings to Participating LSG’s staff on SUMP’s implementation; and (d) designing a smart mobility research center and piloting up to five (5) smart solutions through digital technologies.

#### **Part 2. Strengthening Capacity for Infrastructure Service Delivery**

- 2.1 Improve selected Participating LSGs’ strategic participatory planning and investment preparation capacities by, *inter alia*: (a) improving planning at the local level including through reviewing current planning and strategic frameworks and developing planning documents; (b) linking improved local planning to budgeting processes; (c) introducing innovative approaches to participatory planning; (d) enhancing the eGovernment portal to mainstream the participatory approach; and (e) providing technical assistance on the identification and preparation of urban development and municipal infrastructure projects.
- 2.2 Improve Participating LSGs’ infrastructure service delivery and promote sustainability by, *inter alia*: (a) assessing the current local infrastructure financing framework; (b) providing technical assistance and Trainings to enhance their access to finance capabilities; (c) reviewing current institutions’ structures and providing recommendations for consolidated approaches and process simplification to enable existing staff to work efficiently and meet national and local requirements; (d) developing public investment management system database and project management tools; (e) designing and implementing an Internship Program; (f) developing prioritized approaches to staff expansion and Training and building staff capacity in green procurement, public financial management and public investment

management, contract management, and social and environmental management; and (g) facilitating inter LSG cooperation and knowledge exchange.

### **Part 3. Project Management and Awareness Raising**

Support to the Borrower in the areas of Project management, coordination, supervision, financial management, reporting, communication and outreach, awareness raising, monitoring and evaluation, procurement, environmental and social safeguards, and supervision of implementation of the ESCP and establishing of online supervision platform and web page for the Project.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

##### 1. Project Steering Committee

The Borrower shall, not later than six (6) months after the Effective Date, establish and thereafter maintain, throughout the Project implementation period, a steering committee (“Steering Committee”) with composition, mandate and resources satisfactory to the Bank, to be chaired by the state secretary of the MCTI or any of its representatives and to be comprised of representatives of the Borrower’s ministries, government agencies and, as applicable, Participating LSGs that are key to the Project.

##### 2. Implementation Units

2.1 The Borrower, through MCTI, shall:

- (a) Establish not later than four (4) months after the Effective Date and maintain throughout Project implementation, a Project implementation unit (“PIU”) within the MCTI with composition, resources, terms of reference, and functions acceptable to the Bank, including, *inter alia*: (i) the overall coordination of all Project implementation activities; (ii) ensuring that the requirements, criteria, policies, procedures, and organizational arrangements set forth in the Project Operations and Grant Manual (“POGM”) are applied in carrying out the Project; (iii) preparation of Project implementation documents, including Project progress reports; and (iv) monitoring and evaluation of the Project;
- (b) Engage and hire, no later than four (4) months after the Effective Date, the following specialists for the PIU: (i) an environmental specialist; (ii) a social specialist; (iii) a part-time occupational health and safety specialist; (iv) a civil engineer, (v) a transport planner specialist; and (vi) an urban development specialist; all with qualifications, experience and terms of reference acceptable to the Bank;
- (c) Engage and hire for the PIU, no later than one (1) month after the Effective Date, (i) a project manager; and (ii) a deputy manager; all with qualifications, experience and terms of reference acceptable to the Bank; and
- (d) Contract an external, independent private audit firm, acceptable to the Bank, with terms of reference acceptable to the Bank, no later than six (6) months after the Effective Date, which will be mandated to conduct an audit of the Project on an annual basis.

2.2 The Borrower, through MoF, shall:



- (a) Maintain a Central Fiduciary Unit (CFU) within the MoF, throughout Project implementation, with composition, resources, terms of reference, and functions acceptable to the Bank, and responsible for financial management as further detailed in the POGM; and
- (b) assign at least one additional procurement specialist and one additional financial management specialist for the CFU.

## **B. Project Operations and Grant Manual**

1. The Borrower, through MCTI and CFU, shall carry out the Project in accordance with the provisions of a POGM for the Project, in form and substance acceptable to the Bank, containing, *inter alia*, detailed: (a) implementation arrangements for the Project (including division of responsibilities of the PIU, CFU and the Participating LSGs); (b) procurement; (c) environmental and social safeguards; (d) financial management and accounting; (e) monitoring and evaluation procedures and arrangements; (f) list of Participating LSGs; (g) Framework Agreement template; (h) Grant Agreement template; (i) eligible investments (including acceptable scope and locations) for Sub-Projects with Grant proceeds; (j) formula to establish Grant amounts; (k) eligibility criteria, terms and conditions, and organizational guidelines and detailed procedures for preparation, approval and monitoring and evaluation of Internship Program; (l) terms of reference of audit firm; and (m) any other such technical, administrative, fiduciary or coordination arrangements as may be necessary to ensure effective Project implementation.
2. The Borrower, through MCTI, shall: (a) furnish the POGM to the Bank for review; (b) afford the Bank a reasonable opportunity to exchange views with the Borrower on the POGM; and (c) thereafter adopt the POGM as shall have been approved by the Bank.
3. The Borrower, through MCTI, shall: (a) ensure that the Project is carried out in accordance with the POGM; and (b) not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the POGM or any provision thereof, without the prior written agreement of the Bank.
4. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the POGM, and those of this Agreement, the provisions of this Agreement shall prevail.

## **C. Sub-projects**

1. Subject to the eligibility criteria and procedures acceptable to the Bank and further elaborated in the POGM, the Borrower, through the MCTI, shall enter into a Framework Agreement with Participating LSGs, under terms and conditions acceptable to the Bank and set forth in the POGM, including, *inter alia*, the Participating LSGs' obligation to: (a) participate in Project Training opportunities and reform activities; (b) perform investment selection according to planning documents; (c) comply with Bank environmental and social framework and policies; and (d) utilize road asset management systems as developed under the Project.

2. Before commencing any civil works under each Sub-project, subject to the execution of the respective Framework Agreement, and subject to the Participating LSG meeting its obligations under the Framework Agreement, as determined by the Bank, the Borrower, through MCTI, shall enter into an agreement ("Grant Agreement") with the relevant Participating LSG, under terms and conditions acceptable to the Bank, including the Participating LSG's obligation to, *inter alia*:
  - (a) carry out its Subproject with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Bank, (including carrying out the applicable measures and actions specified in the ESCP with due diligence and efficiency, and as further specified in the ESCP), the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Borrower, the POGM and this Agreement;
  - (b) provide, promptly as needed, the resources required for the purpose;
  - (c) procure the works, goods and services to be financed out of the Grant in accordance with the provisions of this Agreement;
  - (d) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Bank, the progress of the Subproject and the achievement of its objectives;
  - (e) (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect its operations, including the operations, resources and expenditures related to the Subproject; and (ii) at the Bank's or the Borrower's request, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Borrower and the Bank, and permit the Bank to make such statements as so audited available to the public, along with the Grant Agreement;
  - (f) enable the Borrower and the Bank to inspect the Subproject, its operation and any relevant records and documents;
  - (g) prepare and furnish to the Borrower and the Bank all such information as the Borrower or the Bank shall reasonably request relating to the foregoing; and
  - (h) comply with additional obligations, as set forth under the POGM, with regard to project planning and budgeting, transparency in procurement, preparation of Sub-Projects, data delivery, and supervision of works.
3. The Grant under the Grant Agreement shall be (a) made on a non-reimbursable basis; and (b) disbursed by the PIU to Participating LSGs in two tranches. The PIU shall disburse a (a) 50% advance upon the parties' signing the Grant Agreement; and (b) the remaining 50% upon the PIU's and CFU's

verification that the Participating LSG (i) used the Grant proceeds of the first tranche for the intended purposes; and (ii) spent at least 80% of the first tranche. The PIU and the CFU shall conduct the verification based on (a) the review of the Project financial reports prepared by the Participating LSGs; and (b) any additional terms and conditions set forth under the POGM.

4. Notwithstanding the formula reflected in the POGM to establish Grant amounts, the maximum amount of: (a) all Grants to a single Participating LSG shall not exceed the equivalent of twenty-two million Euro (€22,000,000); and (b) each Grant for a Subproject shall not be less than forty-five thousand Euro (€45,000) or more than eight million eight hundred thousand Euro (€8,800,000).
5. The Borrower, through MCTI, shall:
  - (a) obtain rights adequate to protect its interests and those of the Bank, including the right to suspend or terminate the right of the Participating LSG to use the proceeds of the Grant, or obtain a refund of all or any part of the amount of the Grant then withdrawn, upon the Participating LSG's failure to perform any of its obligations under the Grant Agreement; and
  - (b) exercise its rights and carry out its obligations under each Grant Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Project. Except as the Bank shall otherwise agree in writing, the Borrower shall not assign, amend, abrogate or waive any Grant Agreement or any of its provisions.

#### **D. Internship Program**

1. The Borrower, through MCTI, shall:
  - (a) provide payments to interns to finance all or a portion of the costs of their participation in the Internship Program under Part 2.2 of the Project, in a manner acceptable to the Bank, and in accordance with the eligibility criteria and procedures as further detailed in the POGM;
  - (b) Ensure that payments are disbursed to interns: (i) in accordance with the procedures set forth in the POGM; (ii) in accordance with the applicable provisions of the Anti-Corruption Guidelines governing recipients of Loan proceeds other than the Borrower; (iii) in a timely fashion; and (iv) with due diligence and efficiency; and
  - (c) Formalize a cooperation agreement, under terms set forth in the POGM, with at least one Borrower-based university with an existing engineering program to encourage and facilitate the participation of qualified women candidates.
2. No Close Relatives of Project Officials shall be eligible to participate in the Internship Program under the Project.

3. At least 70% of the interns in the Internship Program under the Project, at any given time, need to be female.
4. The maximum amount of accumulated payments per internship cycle to any intern in the Internship Program under the Project shall be the equivalent of two thousand six hundred and fifty Euro (€2,650).

**E. Environmental and Social Standards**

1. The Borrower shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Borrower shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Borrower shall ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
  - (b) sufficient funds are available to cover the costs of implementing the ESCP;
  - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Borrower shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
  - (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

5. The Borrower shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.
6. The Borrower shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

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

The Borrower, through MCTI, shall furnish to the Bank each Project Report not later than one month after the end of each calendar semester, covering the calendar semester.

**Section III. Withdrawal of Loan Proceeds**

**A. General.**

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

<b>Category</b>	<b>Amount of the Loan Allocated (expressed in EUR)</b>	<b>Percentage of Expenditures to be financed (inclusive of Taxes other than Value Added Tax and Customs Duties for works, goods and non-consulting services)</b>
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs for the Project	8,550,000	33% of Project Expenditures. Subject to the Co-financier having fully disbursed the Co-financing under the Co-financing Agreement, 100% of Project Expenditures.
(2) Grants	79,850,000	33% of Project Expenditures. Subject to the Co-financier having fully disbursed the Co-financing under the Co-financing Agreement, 100% of Project Expenditures.
<b>TOTAL AMOUNT</b>	<b>88,400,000</b>	<b>100%</b>

For the purpose of this table:

- (a) the custom duties and value added tax for the importation and supply of works, goods and non-consulting services, within the Borrower's territory and for the purpose of the implementation of the Project, shall not be financed out of Loan proceeds. The Borrower confirms that the importation and supply of works, goods and non-consulting services, within the Borrower's territory and for the purpose of the implementation of the Project, shall be exempted from customs duties and value added tax; and
- (b) the term "Project Expenditures" means the Eligible Expenditures to be jointly financed by the Loan and by the Co-financing to cover the total cost of Project activities, which is estimated to be the equivalent of two hundred and sixty-five million and two hundred thousand Euro (€265,200,000).

**B. Withdrawal Conditions; Withdrawal Period.**

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
  - (a) for payments made prior to the Signature Date; or
  - (b) under Categories 1 and 2 until the Borrower, through MCTI, has developed and adopted a POGM, to the Bank's satisfaction.
2. The Closing Date is November 30, 2028.

**SCHEDULE 3****Commitment-Linked Amortization Repayment Schedule**

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

**Level Principal Repayments**

<b>Principal Payment Date</b>	<b>Installment Share</b>
On each June 15 and December 15  Beginning June 15, 2025 through June 15, 2036	4.17%
On December 15, 2036	4.09%

## APPENDIX

### Definitions

1. “AFD” means the French Development Agency (*Agence Française de Développement*).
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 6 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “CFU” or “Central Fiduciary Unit” means the Borrower’s unit, within its MoF, responsible for project procurement and financial management and referred to in Section I(A)(2.2) of Schedule 2 to this Agreement.
5. “Close Relatives” means a grandparent, parent, child, grandchild, sibling, or niece or nephew.
6. “Co-financier” means the French Development Agency or AFD.
7. “Co-financing” means, for purposes of paragraph 17 of the Appendix to the General Conditions, an amount of one hundred seventy-six million eight hundred thousand Euro (€176,800,000) to be provided by the Co-financier to assist in financing the Project.
8. “Co-financing Agreement” means the agreement to be entered into between the Borrower and the Co-financier providing for the Co-financing.
9. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated January 24, 2022, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
10. “Environmental and Social Standards” or “ESSs” means, collectively:
  - (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”;
  - (ii) “Environmental and Social Standard 2: Labor and Working Conditions”;
  - (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”;
  - (iv) “Environmental and Social Standard 4: Community Health and Safety”;
  - (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”;
  - (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”;
  - (vii) “Environmental and Social Standard 7: Indigenous



Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.

11. “Framework Agreement” means the agreement to be entered into between the Borrower, through MCTI, and a Participating LSG pursuant to Schedule 2, Section I(C)(1) of this Agreement.
12. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, December 21, 2020, April 1, 2021, and January 1, 2022).
13. “Grant” means a grant disbursed by the Borrower, through MCTI, to a Participating LSG under a Grant Agreement, as referred to in Schedule 2, Section I(C)(2) of this Agreement.
14. “Grant Agreement” refers to an agreement entered into between the Borrower, through MCTI, and a Participating LSG, as referred to in Schedule 2, Section I(C)(2) of this Agreement, through which the Borrower will disburse a Grant for the Participating LSG to improve public financial management and transport infrastructure at the local level.
15. “Internship Program” means the internship program under Schedule 2, Section I(D) of this Agreement.
16. “LSGs” means Local Self Governments, in accordance with the Law on Local Self Government published on Official Gazette of RS No. 129/2007, 83/2014 - other law, 101/2016 - other law, 47/2018 and 111/2021 - other law.
17. “MCTI” means the Borrower’s Ministry of Construction, Transport, and Infrastructure, or any successor thereto.
18. “MoF” means the Borrower’s Ministry of Finance, or any successor thereto.
19. “Operating Costs” means reasonable incremental expenses, as shall have been approved by the Bank, incurred on account of implementation of the Project, including, *inter alia*, office supplies and other consumable goods, office rent, internet and communications costs, support for information systems, translation costs, bank charges, utilities, travel, transportation, per diem, accommodation costs (lodging), CFU salaries and other reasonable expenditures directly associated with the implementation of the Project, excluding salaries of the civil service employees.
20. “Participating LSG” means any LSG to benefit from investments under any part of the Project, in accordance with the criteria set forth in the POGM; and “Participating LSGs” means more than one Participating LSG.
21. “POGM” means Project Operations and Grant Manual.

22. "Procurement Regulations" means, for purposes of paragraph 84 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
23. "Project Implementation Unit" or "PIU" means the unit referred to in Section I(A)(2.1) of Schedule 2 to this Agreement.
24. "Project Officials" means any individual employed by the PIU, the LSGs, the Steering Committee, the MCTI, or CFU.
25. "RAMS" means Road Asset Management System and refers to a user-friendly tool that allows Participating LSGs to enhance their local roads management capabilities.
26. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions.
27. "Steering Committee" means the committee referred to in in Section I(A)(1) of Schedule 2 to this Agreement.
28. "SUDS" means the Borrower's Sustainable Urban Development Strategy, adopted in June 2019, which presents an integrated package for planning the next developing stage of the Borrower's cities and municipalities.
29. "SUMP" means Sustainable Urban Mobility Plans and refers to local sectoral plans to be developed by Participating LSGs and monitored by the Borrower, through MCTI.
30. "Trainings" means the reasonable costs, as shall have been approved by the Bank, for training and workshops conducted under the Project, including tuition, travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, study tours and other costs directly related to training course and workshop preparation and implementation (but excluding goods and consultants' services).

ZAJAM BROJ 9339-YF

# **Sporazum o zajmu**

**(Projekat razvoja lokalne infrastrukture i institucionalnog jačanja lokalnih samouprava)**

**između**

**REPUBLIKE SRBIJE**

**i**

**MEĐUNARODNE BANKE ZA OBNOVU  
I RAZVOJ**

## **SPORAZUM O ZAJMU**

SPORAZUM zaključen na Datum potpisivanja između REPUBLIKE SRBIJE („Zajmoprimca”) i MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ („Banke”). Zajmoprimac i Banka saglasili su se o sledećem:

S OBZIROM NA TO da su Zajmoprimac i AFD zaključili Ugovor o sufinansiranju radi zajedničkog sufinansiranja Projekta.

### **ČLAN I — OPŠTI USLOVI; DEFINICIJE**

- 1.01. Opšti uslovi (na način utvrđen u Prilogu ovog sporazuma) primenjuju se na ovaj sporazum i čine njegov sastavni deo.
- 1.02. Ukoliko kontekst ne zahteva drugačije, termini korišćeni u ovom sporazumu, pisani velikim slovom, imaju značenje koje im je dato u Opštim uslovima ili u Prilogu ovog sporazuma.

### **ČLAN II — ZAJAM**

- 2.01. Banka je saglasna da pozajmi Zajmoprimcu iznos od osamdeset i osam miliona i četiri stotine hiljada evra (88.400.000 EUR), s tim da se ta suma može povremeno konvertovati putem Konverzije valute (u daljem tekstu: „Zajam”), kao podršku za finansiranje projekta opisanog u Programu 1. ovog sporazuma (u daljem tekstu: „Projekat”).
- 2.02. Zajmoprimac može povlačiti sredstva Zajma u skladu sa Odeljkom III Programa 2. ovog sporazuma.
- 2.03. Pristupna naknada iznosi jednu četvrtinu jednog procenta (0,25%) iznosa Zajma.
- 2.04. Naknada za neiskorišćena sredstva jednaka je jednoj četvrtini procenta (0,25%) godišnje na Nepovučena sredstva zajma.
- 2.05. Kamatna stopa jednaka je Referentnoj stopi uvećanoj za Varijabilnu kamatnu maržu ili takvoj stopi koja se može primeniti nakon Konverzije; prema odredbama Odeljka 3.02(e) Opštih uslova.
- 2.06. Datumi za plaćanje su 15. jun i 15. decembar svake godine.
- 2.07. Glavnica Zajma otplaćivaće se u skladu sa Programom 3 ovog sporazuma.

### ČLAN III — PROJEKAT

- 3.01. Zajmoprimac potvrđuje svoju posvećenost ciljevima Projekta. U tom smislu, Zajmoprimac će, posredstvom MGSI, sprovesti Projekat u skladu sa odredbama člana V Opštih uslova i Programa 2 ovog sporazuma.

### ČLAN IV — STUPANJE NA SNAGU; RASKID

- 4.01. Dodatni uslov za stupanje na snagu jeste da je Sporazum o sufinansiranju potpisan i dostavljen i da su ispunjeni svi uslovi koji prethode njegovom stupanju na snagu i sticanju prava Zajmoprimca da povlači sredstva u skladu sa njim (osim stupanja na snagu ovog sporazuma).
- 4.02. Krajnji rok za stupanje na snagu je sto osamdeset (180) dana od Datuma potpisivanja.

### ČLAN V — PREDSTAVNICI; ADRESE

- 5.01. Predstavnik Zajmoprimca koji se, između ostalog, može složiti sa izmenama odredbi ovog sporazuma u ime Zajmoprimca razmenom pisama (ako Zajmoprimac i Banka ne odluče drugačije) je ministar finansija.
- 5.02. U smislu člana 10.01 Opštih uslova: (a) adresa Zajmoprimca je:

Ministarstvo finansija  
Kneza Miloša 20  
11000 Beograd  
Republika Srbija; i

(b) elektronska adresa Zajmoprimca je:

Broj telefaksa:  
(381-11) 3618-961

E-mail:  
[kabinet@mfin.gov.rs](mailto:kabinet@mfin.gov.rs)

- 5.03. U svrhe člana 10.01. Opštih uslova: (a) adresa Banke je:

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

(b) elektronska adresa Banke je:

Broj teleksa:                      Broj telefaksa: E-mail:  
248423(MCI) ili                      1-202-477-6391                      [npontara@worldbank.org](mailto:npontara@worldbank.org)  
64145(MCI)

SPORAZUM postignut i potpisan na engleskom jeziku na Datum potpisivanja.

**Za REPUBLIKU SRBIJU**

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**Ovlašćeni predstavnik**

**Ime i prezime: Siniša Mali, s.r.**

**Funkcija: Ministar finansija**

**Datum: 14. 12. 2022. godine**

**Za MEĐUNARODNU BANKU ZA OBNOVU I RAZVOJ**

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**Ovlašćeni predstavnik**

**Ime i prezime: Nicola Pontara, s.r.**

**Funkcija: Menadžer za Srbiju, Evropu i  
Centralnu Aziju**

**Datum: 3. 12. 2022. godine**

## PROGRAM 1

### Opis Projekta

Cilj Projekta jeste unapređenje kapaciteta lokalnih samouprava (LSU) da upravljaju održivom infrastrukturom i povećaju dostupnost ekonomskim i društvenim mogućnostima na klimatski svestan način.

Projekat se sastoji od sledećih delova:

#### Deo 1: Klimatski pametna mobilnost

- 1.1 Poboljšati transport i prateću infrastrukturu, između ostalog: (a) obezbeđivanjem grantova LSU učesnicama za finansiranje projekata rehabilitacije i rekonstrukcije lokalne saobraćajne infrastrukture i manjih „greenfield” investicija („Pod-projekti”); i (b) pružanjem tehničke pomoći za pripremu dokumenata koji se odnose na potprojekte, uključujući one koji se odnose na (i) projektovanje i nadzor, (ii) dokumenta o zaštiti životne sredine i socijalne zaštite; (iii) nezavisnu tehničku reviziju i (iv) reviziju bezbednosti na putevima.
- 1.2 Ojačati kapacitet LSU koje učestvuju u upravljanju lokalnim putevima, između ostalog: (a) razvojem okvira za upravljanje lokalnim putevima, koji može uključivati institucionalne aranžmane i standarde u pogledu ugovora o održavanju, otpornosti i bezbednosti na putevima (uključujući bezbednost dece); (b) razvoj pojednostavljenog RAMS-a za planiranje održavanja i rehabilitacije i podršku potrebama prikupljanja odabranih podataka; (c) razvijanje rodno svesnih SUMP-a i obezbeđivanje obuka za zaposlene u LSU koji učestvuju u implementaciji SUMP-a; i d) dizajniranje istraživačkog centra pametne mobilnosti i pilotiranje do pet (5) rešenja za pametnu mobilnost putem digitalnih tehnologija.

#### Deo 2: Jačanje kapaciteta za pružanje infrastrukturnih usluga

- 2.1 Unaprediti odabrane LSU koje učestvuju u strateškom planiranju i kapacitete za pripremu investicija, između ostalog: (a) poboljšanjem planiranja na lokalnom nivou, uključujući putem revizije trenutnog planskog i strateškog okvira i izrade planskih dokumenata; (b) povezivanje unapređenog lokalnog planiranja sa procesima budžetiranja; (c) uvođenje inovativnih pristupa participativnom planiranju; (d) unapređenje portala e-Uprave uključivanjem participativnog pristupa; i (e) pružanje tehničke pomoći u vezi sa identifikovanjem i pripremom projekata urbanog razvoja i komunalne infrastrukture.
- 2.2 Poboljšati pružanje infrastrukturnih usluga LSU učesnica i promovisati održivost, između ostalog: (a) procenom postojećeg okvira za finansiranje lokalne infrastrukture; (b) pružanjem tehničke pomoći i Obukom za poboljšanje njihovog pristupa mogućnostima za finansiranje; (c) analizom postojeće strukture institucija i davanjem preporuka za konsolidovane pristupe i pojednostavljivanje procesa kako bi se postojećim zaposlenima omogućilo da efikasno rade i ispune republičke i lokalne zahteve; (d) razvojem baze podataka za sistem upravljanja javnim ulaganjima i alata za projektno upravljanje (e) osmišljavanjem i realizacijom Programa radnih

praksi; (f) razvojem prioritetnih pristupa angažovanju dodatnih zaposlenih, obukama i izgradnjom kadrovskih kapaciteta u oblasti zelene nabavke, upravljanjem javnim finansijama i javnim ulaganjima, upravljanjem ugovorima i društvenim i ekološkom upravljanjem; i (g) olakšavanjem saradnje i razmenom znanja između LSU.

### **Deo 3: Projektno upravljanje i podizanje svesti**

Podrška Zajmoprimcu u oblastima upravljanja Projektom, koordinacije, nadzora, finansijskog upravljanja, izveštavanja, komunikacije i informisanja, podizanja svesti, praćenja i evaluacije, nabavke, ekoloških i socijalnih aspekata i nadzora nad sprovođenjem Plana obaveza u oblasti životne sredine i socijalnih pitanja (ESCP) i uspostavljanja platforme za onlajn nadzor i internet stranice za Projekat.



## Program 2

### Sprovođenje Projekta

#### Odeljak I. Aranžmani za implementaciju

##### A. Organizacioni aranžmani

##### 1. Upravni odbor Projekta

Zajmoprimac će, najkasnije šest (6) meseci nakon Datuma stupanja na snagu, tokom perioda implementacije Projekta, osnovati i nakon toga održavati upravni odbor („Upravni odbor”) sa sastavom, mandatom i resursima koji su zadovoljavajući za Banku, kojim će predsedavati državni sekretar MGSi ili bilo ko od njegovih predstavnika i koji će se sastojati od predstavnika ministarstava Zajmoprimca, vladinih agencija i, po potrebi, LSU učesnica koje su ključne za Projekat.

##### 2. Jedinice za implementaciju

##### 2.1 Zajmoprimac će, posredstvom MGSi:

- (a) Najkasnije četiri (4) meseca nakon Datuma stupanja na snagu, osnovati i održavati tokom implementacije Projekta Jedinicu za implementaciju Projekta („JIP”) u okviru MGSi sa sastavom, resursima, projektnim zadatkom i funkcijama koji su prihvatljivi za Banku, uključujući između ostalog: (i) celokupnu koordinaciju aktivnosti na implementaciji Projekta; (ii) obezbeđivanje da se zahtevi, kriterijumi, politike, procedure i organizacioni aranžmani navedeni u Projektnom operativnom priručniku i priručniku za grantove („POPPG”) primenjuju u sprovođenju Projekta; (iii) pripremu dokumenata za implementaciju Projekta, uključujući izveštaje o napretku Projekta; i (iv) praćenje i evaluacija Projekta;
- (b) Najkasnije četiri (4) meseca nakon Datuma stupanja na snagu, angažovati i zaposliti sledeće stručnjake za JIP: (i) stručnjaka za životnu sredinu; (ii) stručnjaka za socijalna pitanja; (iii) stručnjaka za zaštitu na radu sa nepunim radnim vremenom; (iv) građevinskog inženjera; (v) stručnjaka za planiranje saobraćaja; (vi) stručnjaka za urbani razvoj; koji poseduju kvalifikacije, radno iskustvo i projektne zadatke prihvatljive za Banku;
- (c) Najkasnije jedan (1) mesec nakon Datuma stupanja na snagu, angažovati i zaposliti za JIP (i) menadžera Projekta; i (ii) zamenika menadžera, koji poseduju kvalifikacije, radno iskustvo i projektne zadatke prihvatljive za Banku; i

- (d) Najkasnije šest (6) meseci nakon Datuma stupanja na snagu sklopiti ugovor sa spoljnom, nezavisnom privatnom revizorskom firmom, prihvatljivom za Banku, sa projektnim zadacima prihvatljivim za Banku, koja će imati mandat da sprovede reviziju Projekta na godišnjem nivou.

## 2.2 Zajmoprimac će, posredstvom MGSI:

- (a) Održavati Centralnu fiducijarnu jedinicu (CFJ) u okviru MF, tokom implementacije Projekta, sa sastavom, resursima, projektnim zadatkom i funkcijama prihvatljivim za Banku, odgovornu za finansijsko upravljanje kao što je detaljnije navedeno u POPPG-u; i
- (b) odrediti najmanje jednog dodatnog stručnjaka za nabavke i jednog dodatnog stručnjaka za finansijsko upravljanje za CFJ.

## **B. Projektni operativni priručnik i priručnik za grantove**

1. Zajmoprimac će, posredstvom MGSI i CFJ, sprovesti Projekat u skladu sa odredbama POPPG za Projekat, u formi i sadržaju prihvatljivim za Banku, koji sadrži, između ostalog, detalje o: (a) implementaciji aranžmana za Projekat (uključujući JIP, CFJ i LSU učesnice); (b) nabavkama; (c) zaštiti životne sredine i društva; (d) finansijskom upravljanju i računovodstvu; (e) procedurama za praćenja i evaluaciju i aranžmanima; (f) listi LSU učesnica; (g) Obrascu Okvirnog sporazuma; (h) Obrascu Ugovora o Grantu; (i) prihvatljivim investicijama (uključujući prihvatljiv obim i lokacije) za Potprojekte sa sredstvima Granta; (j) formulama za utvrđivanje iznosa Granta; (k) kriterijumima podobnosti, uslovima, i organizacionim smernicama i detaljnim procedurama za pripremu, odobravanje, praćenje i evaluaciju Programa radnih praksi; (l) projektnim zadacima revizorske firme; i (m) bilo kojim drugim tehničkim, administrativnim, fiducijarnim ili koordinacionim aranžmanima koji mogu biti neophodni kako bi se obezbedila efikasna implementacija Projekta.
2. Zajmoprimac će, posredstvom MGSI: (a) dostaviti Banci POPPG na razmatranje; (b) pružiti Banci razumnu priliku da razmeni mišljenja sa Zajmoprimcem o POPPG-u; i (c) nakon prethodno navedenog, usvojiti POPPG koji je odobrila Banka.
3. Zajmoprimac, posredstvom MGSI: (a) će se starati da se Projekat sprovodi u skladu sa POPPG i (b) neće preneti, izmeniti, staviti van snage ili izuzeti iz primene, niti dozvoliti da se prenese, izmeni, stavi van snage ili izuzme iz primene POPPG ili bilo koja njegova odredba bez prethodne pismene saglasnosti Banke.

4. Bez obzira na napred navedeno, u slučaju kolizije između odredbi POPPG i ovog sporazuma, merodavne su odredbe ovog sporazuma.

### **C. Potprojekti**

1. U skladu sa kriterijumima podobnosti i procedurama prihvatljivim za Banku koji su razrađeni u POPPG, Zajmoprimac će, posredstvom MGSI, zaključiti Okvirni sporazum sa LSU učesnicama, pod uslovima prihvatljivim za Banku i prema uslovima navedenim u POPPG, uključujući, između ostalog, obavezu LSU učesnica da: (a) imaju priliku da učestvuju u obuci i u reformskim aktivnostima; (b) izvrše izbor investicije prema planskim dokumentima; (c) se pridržavaju ekološkog i socijalnog okvira i politika Banke; i (d) koriste sistem upravljanja putevima i putnom infrastrukturom koji je izrađen u okviru Projekta.
2. Pre početka bilo kakvih građevinskih radova u okviru Potprojekata, pod uslovom da je sproveden odgovarajući Okvirni sporazum, i pod uslovom da je LSU učesnica ispunila svoje obaveze prema Okvirnom sporazumu, na način koji je odredila Banka, Zajmoprimac će, posredstvom MGSI, zaključiti ugovor („Ugovor o grantu”) sa relevantnom LSU učesnicom, pod uslovima koji su prihvatljivi za Banku, uključujući obavezu LSU učesnice da, između ostalog:
  - (a) sprovodi svoj Potprojekat dosledno i delotvorno i u skladu sa validnim tehničkim, ekonomskim, finansijskim, menadžerskim, ekološkim i društvenim standardima i praksama koji su zadovoljavajući za Banku, (uključujući sprovođenje primenljivih mera i radnji navedenih u ESCP-u dosledno i delotvorno, kako je navedeno u ESCP), Smernicama za borbu protiv korupcije koje se primenjuju na primaocce sredstava Zajma, izuzev na Zajmoprimca, POPPG i ovim sporazumom;
  - (b) obezbedi, odmah po potrebi, resurse neophodne za tu svrhu;
  - (c) sprovede nabavku radova, dobara i usluga koje će se finansirati iz Granta u skladu sa odredbama ovog sporazuma;
  - (d) sprovodi politike i adekvatne procedure radi praćenja i evaluacije napretka Potprojekta i postizanja njegovih ciljeva, u skladu sa pokazateljima prihvatljivim za Banku;
  - (e) (i) održava sistem finansijskog upravljanja i priprema finansijske izveštaje u skladu sa dosledno primenjenim standardima računovodstva prihvatljivim za Banku, na način koji je adekvatan da odražava njeno poslovanje, uključujući operacije, resurse i rashode u vezi sa Potprojektom; (ii) na zahtev Banke ili Zajmoprimca, takve finansijske izveštaje revidiraju nezavisni revizori prihvatljivi za Banku, u skladu sa dosledno primenjenim standardima revizije prihvatljivim za Banku, i da odmah dostavi tako revidirane izveštaje Zajmoprimcu i Banci, i da dozvoli Banci da takve revidirane izveštaje, zajedno sa Ugovorom o Grantu, učini dostupnim javnosti;

- (f) omogućiti Zajmoprimcu i Banci da izvrše uvid u Potprojekat, njegovo funkcionisanje i sve relevantne izveštaje i dokumente;
  - (g) pripremi i dostavi Zajmoprimcu i Banci sve informacije koje će Zajmoprimac ili Banka razumno tražiti u vezi sa gore navedenim; i
  - (h) se pridržava dodatnih obaveza, navedenih u POPPG, u vezi sa planiranjem i budžetiranjem Projekta, transparentnošću u nabavkama, pripremanjem Pod-projekata, dostavljanjem podataka, nadzorom radova i planske dokumentacije.
3. Grant prema Ugovoru o grantu (a) biće dat na bespovratnoj osnovi; i (b) JIP će ga isplatiti LSU učesnici u dve tranše. JIP će isplatiti (a) 50% avansa nakon što strane potpišu Ugovor o Grantu; i (b) preostalih 50% nakon verifikacije JIP-a i CFJ-a da je LSU učesnica (i) prihode od granta prve tranše koristila u predviđene svrhe; i (ii) potrošila najmanje 80% prve tranše. JIP i CFJ će izvršiti verifikaciju na osnovu (a) pregleda finansijskih izveštaja Projekta koje su pripremile LSU učesnice; i (b) svih dodatnih uslova navedenih u POPPG-u.
4. Bez obzira na formulu prikazanu u POPPG-u za utvrđivanje iznosa Granta, maksimalni iznos: (a) svih grantova za jednu LSU učesnicu neće premašiti ekvivalent od dvadeset dva miliona evra (22.000.000 EUR); i (b) svaki grant za Potprojekat neće biti manji od četrdeset i pet hiljada evra (45.000 EUR) ili veći od osam miliona i osam stotina hiljada evra (8.800.000 EUR).
5. Zajmoprimac će, posredstvom MGSi:
- (a) upotrebiti prava adekvatna da zaštiti svoje interese i interese Banke, uključujući pravo da obustavi ili ukine pravo LSU učesnice da koristi sredstva Granta, ili izvršiti povraćaj celog ili bilo kog dela iznosa Granta koji je do tada povučen, nakon što LSU učesnica ne ispuni bilo koju od svojih obaveza prema Ugovoru o Grantu; i
  - (b) upotrebiti svoja prava i izvršiti svoje obaveze prema svakom Ugovoru o Grantu kako bi zaštitio interese Zajmoprimca i Banke i ostvario ciljeve Projekta. Zajmoprimac neće preneti, izmeniti, staviti van snage ili izuzeti iz primene bilo koji Ugovor o Grantu ili bilo koju njegovu odredbu, osim ukoliko se Banka pismenim putem drugačije ne saglasi.

#### **D. Program radnih praksi**

1. Zajmoprimac će, posredstvom MGSi:
- (a) obezbedi isplate stažistima za finansiranje svih ili jednog dela troškova njihovog učešća u Programu radnih praksi prema Delu 2.2 Projekta, na način prihvatljiv za Banku, i u skladu sa kriterijumima podobnosti i procedurama kao što je detaljno opisano u POPPG;
  - (b) se starati da se uplate stažistima vrše (i) u skladu sa procedurama navedenim u POPPG; (ii) u skladu sa primenljivim odredbama

Smernica za borbu protiv korupcije koje regulišu primaoce sredstava Zajma, izuzev Zajmoprimca; (iii) blagovremeno; i (iv) dosledno i delotvorno; i

- (c) formalizirati sporazum o saradnji, prema uslovima navedenim u POPPG, sa najmanje jednim univerzitetom Zajmoprimca sa postojećim inženjerskim programom kako bi se podstaklo i olakšalo učešće kvalifikovanih ženskih kandidata.
2. Nijedan Bliski rođak Zaposlenih lica na Projektu neće imati pravo da učestvuje u Programu radnih praksi u okviru Projekta.
  3. U svakom trenutku, najmanje 70% stažista u Programu radnih praksi u okviru Projekta, treba da budu žene.
  4. Maksimalni iznos ukupnih isplata svakom stažisti po ciklusu praksi u Programu radnih praksi u okviru Projekta biće ekvivalent od dve hiljade šest stotina pedeset evra (2.650 EUR).

#### **E. Ekološki i socijalni standardi**

1. Zajmoprimac će se starati da se Projekat sprovodi u skladu sa Ekološkim i socijalnim standardima na način prihvatljiv Banci.
2. Bez ograničenja odredbe prethodnog stava 1, Zajmoprimac će se starati da se Projekat sprovodi u skladu sa Planom preuzimanja obaveza iz oblasti životne sredine i socijalnih pitanja (u daljem tekstu: „ESCP” ), na način koji je prihvatljiv Banci. U tom smislu, Zajmoprimac će se starati:
  - (a) da se mere i radnje predviđene ESCP-om sprovode dosledno i delotvorno, kao što je predviđeno ESCP-om;
  - (b) da su opredeljena sredstva u dovoljnom iznosu za pokriće troškova sprovođenja ESCP-a;
  - (c) da postoje procedure i bude angažovan dovoljan broj kvalifikovanih zaposlenih sa odgovarajućim iskustvom radi sprovođenja ESCP-a, kako je predviđeno ESCP-om; i
  - (d) da ni ESCP niti bilo koja njegova odredba ne budu izmenjeni, stavljeni van snage, opozvani niti izuzeti iz primene, osim ako se Banka pismenim putem ne saglasi sa time, kako je predviđeno ESCP-om, i staraće se da se izmenjeni ESCP nakon toga bez odlaganja objavi.
3. U slučaju kolizije između ESCP-a i odredbi ovog sporazuma, merodavne su odredbe ovog sporazuma.
4. Zajmoprimac će se starati:
  - (a) da se preduzmu sve neophodne mere za prikupljanje, izradu i dostavljanje Banci, putem redovnih izveštaja, sa učestalošću koja će biti definisana ESCP-om, i bez odlaganja u posebnom izveštaju odnosno izveštajima ako to Banka zatraži, informacije o statusu

poštovanja ESCP-a i ekoloških i socijalnih instrumenata navedenih u njemu, pri čemu forma i sadržina svih takvih izveštaja mora biti prihvatljiva Banci, uz navođenje, između ostalog: (i) statusa sprovođenja ESCP-a; (ii) okolnosti, ako postoje, koje ometaju ili prete da ometaju sprovođenje ESCP-a; i (iii) preduzetih ili potrebnih korektivnih i preventivnih mera radi otklanjanja takvih okolnosti; i

- (b) da Banka bez odlaganja bude obaveštena o svakoj nezgodi ili nesreći koja se odnosi na Projekat ili ima uticaj na njega i koja ima ili može imati značajan negativan efekat na životnu sredinu, zajednice na koje utiče projekat, građane ili radnike, u skladu sa ESCP-om, ekološkim i socijalnim instrumentima navedenim u njemu i Ekološkim i socijalnim standardima.
5. Zajmoprimac će uspostaviti, objaviti, održati i upravljati pristupačnim žalbenim mehanizmom u okviru koga će se primati i rešavati bojazni i pritužbe lica na koje Projekat utiče, i preduzeće sve odgovarajuće i neophodne mere u cilju rešavanja ili omogućavanja rešavanja takvih bojazni i pritužbi, na način prihvatljiv Banci.
6. Zajmoprimac će se starati da sva tenderska dokumentacija i ugovori o izvođenju građevinskih radova na Projektu podrazumevaju obavezu izvođača radova, podizvođača radova i nadzornih organa da: (a) poštuju odgovarajuće aspekte ESCP-a i ekoloških i socijalnih instrumenata navedenih u njemu; i (b) usvoje i sprovode kodekse postupanja, koje treba dostaviti svim radnicima na potpisivanje, u kojima će se detaljno navesti mere za otklanjanje ekoloških, socijalnih, zdravstvenih i bezbednosnih rizika, kao i rizika od seksualnog iskorišćavanja i zlostavljanja, seksualnog uznemiravanja i nasilja nad decom, u meri u kojoj je to primenjivo na takve građevinske radove koji se naručuju ili vrše u skladu sa tim ugovorima.

## **Odeljak II. Izveštavanje o realizaciji Projekta i njegovo praćenje i evaluacija**

Zajmoprimac će, posredstvom MGSI, Banci dostaviti Izveštaj o Projektu za svako kalendarsko polugodište najkasnije jedan mesec po isteku tog kalendarskog polugodišta.

## **Odeljak III. Povlačenje sredstava Zajma**

### **A. Opšte odredbe.**

Bez ograničenja odredbi člana II Opštih uslova i u skladu sa Pismom o isplati sredstava i finansijskim informacijama, Zajmoprimac može povući sredstva Zajma radi finansiranja Prihvatljivih rashoda u opredeljenom iznosu i, ako je primenjivo, do procenta definisanog za svaku Kategoriju iz sledeće tabele:

Kategorija	Opredeljeni iznos zajma (izražen u evrima)	Procenat rashoda koji će biti finansirani (sa uključenim porezima osim poreza na dodatu vrednost i carinskih dažbina za robu, radove i nekonsultantske usluge)
(1) Roba, radovi, ne- konsultantske usluge, konsultantske usluge, troškovi obuke i operativni troškovi Projekta	8.550.000	33% Rashoda Projekta. Pod uslovom da je Sufinansijer u potpunosti isplatio Sufinansiranje prema Sporazumu o sufinansiranju, 100% Rashoda Projekta.
(2) Grantovi	79.850.000	33% Rashoda Projekta. Pod uslovom da je Sufinansijer u potpunosti isplatio Sufinansiranje prema Sporazumu o sufinansiranju, 100% Rashoda Projekta.
UKUPNI IZNOS	88.400.000	100%

Za potrebe ove tabele:

- (a) carine i porez na dodatu vrednost za uvoz i isporuku robe i radova i nekonsultantskih usluga na teritoriji Zajmoprimca u svrhe sprovođenja Projekta, neće se financirati iz sredstava Zajma. Zajmoprimac potvrđuje da se uvoz i isporuka robe, radova i nekonsultantskih usluga na teritoriji Zajmoprimca, a za potrebe implementacije Projekta, oslobađaju od plaćanja carina i poreza na dodatu vrednost; i
- (b) „Rashodi Projekta” su Prihvatljivi rashodi koji će se zajednički financirati iz sredstava Zajma i Sufinansiranja radi pokrivanja ukupnih troškova aktivnosti Projekta, procenjenih kao protivvrednost od dve stotine šezdeset i pet miliona i dve stotine hiljada evra (265.200.000 EUR).

**B. Uslovi za povlačenje sredstava; Period povlačenja sredstava.**

- 1. Izuzetno od odredbi iz Dela A iznad, povlačenja sredstava se neće vršiti:
  - (a) za plaćanja izvršena pre Datuma potpisivanja; ili
  - (b) prema Kategorijama 1 i 2 dok Zajmoprimac, preko MGSI, ne izradi i usvoji POPPG, na način zadovoljavajući za Banku.
- 2. Datum završetka Projekta je 30. novembar 2028. godine.



**PROGRAM 3**  
**Amortizacioni plan otplate vezan za angažovana sredstva**

U sledećoj tabeli navode se Dani otplate glavnice Zajma i procenat ukupnog iznosa glavnice Zajma koji dospeva na naplatu na svaki Dan otplate glavnice (u daljem tekstu: „Udeo rate”).

**Otplata glavnice**

<b>Dan otplate glavnice</b>	<b>Udeo rate</b>
Svakog 15. juna i 15. decembra počevši od 15. juna 2025. godine zaključno sa 15. junom 2036. godine	4,17%
Na dan 15. decembar 2036. godine	4,09%

## PRILOG

### Definicije

1. „AFD” označava Francusku agenciju za razvoj (*Agence Française de Développement*).
2. „Smernice za borbu protiv korupcije” označava u smislu stava 6. Priloga Opštih uslova, „Smernice za sprečavanje i borbu protiv prevare i korupcije u okviru projekata finansiranih iz sredstava zajmova IBRD i kredita i grantova IDA”, od 15. oktobra 2006. godine sa izmenama i dopunama iz januara 2011. godine i 1. jula 2016. godine.
3. „Kategorija” označava kategoriju utvrđenu u tabeli u Odeljku III.A Programa 2 ovog sporazuma.
4. „CFJ” ili „Centralna fiducijarna jedinica” svaka označava jedinicu Zajmoprimca, u okviru MF, zaduženu za sprovođenje nabavki i finansijsko upravljanje Projektom, navedenu u Odeljku I.A(2.2) Programa 2 ovog sporazuma.
5. „Bliski rođaci” označavaju babu i dedu, roditelja, dete, unuča, brata ili sestru, bratunca ili sestrića.
6. „Sufinansijer” označava Francusku agenciju za razvoj ili AFD.
7. „Sufinansiranje” u smislu tačke 17 Priloga uz Opšte uslove, predstavlja iznos od stotinu sedamdeset i šest miliona osam stotina hiljada evra (176.800.000 EUR) koji će Sufinansijer obezbediti radi pružanja podrške finansiranju Projekta.
8. „Sporazum o sufinansiranju” je sporazum koji će potpisati Zajmoprimac i Sufinansijer i kojim će se urediti Sufinansiranje.
9. „Plan preuzimanja obaveza iz oblasti životne sredine i socijalnih pitanja” ili „ESCP” je plan preuzimanja obaveza iz oblasti životne sredine i socijalnih pitanja od 24. januara 2022. godine i njegove moguće povremene izmene u skladu sa njegovim odredbama, kojim se definišu značajne mere i radnje koje će Zajmoprimac preduzeti, ili čije će preduzimanje ishodovati, radi otklanjanja potencijalnih ekoloških i socijalnih rizika i uticaja Projekta, uključujući i rokove za preduzimanje tih radnji i mera, uslove vezane za institucije, zaposlene, obuku, praćenje i izveštavanje i moguće ekološke i socijalne instrumente koji će biti izrađeni u skladu sa njim.
10. „Ekološki i socijalni standardi” ili „ESSs” su, kolektivno: (i) „Ekološki i socijalni standard 1: Procena i upravljanje ekološkim i socijalnim rizicima i uticajima”; (ii) „Ekološki i socijalni standard 2: Radna snaga i uslovi rada”; (iii) „Ekološki i socijalni standard 3: Efikasno korišćenje resursa i sprečavanje zagađenja i upravljanje njime”; (iv) „Ekološki i socijalni standard 4: Bezbednost i zdravlje u zajednici”; (v) „Ekološki i socijalni standard 5: Sticanje zemljišta, ograničenja korišćenja zemljišta i prinudno raseljavanje”; (vi) „Ekološki i socijalni standard 6: Očuvanje biološkog diverziteta i održivo upravljanje biološkim prirodnim

resursima”; (vii) „Ekološki i socijalni standard 7: Domorodačko stanovništvo/Tradicionalne lokalne zajednice iz podsaharske Afrike koje istorijski nisu imale adekvatan pristup uslugama”; (viii) „Ekološki i socijalni standard 8: Kulturno nasleđe”; (ix) „Ekološki i socijalni standard 9: Finansijski posrednici”; (x) „Ekološki i socijalni standard 10: Uključivanje nosilaca interesa i objavljivanje informacija”; koji su stupili na snagu 1. oktobra 2018. godine i koje je objavila Banka.

11. „Okvirni sporazum” označava sporazum koji će potpisati Zajmoprimac, preko MGSI i LSU učesnica u skladu sa Programom 2, Odeljak I(C)(1) ovog sporazuma.
12. „Opšti uslovi” su „Opšti uslovi Međunarodne banke za obnovu i razvoj za finansiranje IBRD i finansiranje investicionih projekata” od 14. decembra 2018. godine (revidirani 1. avgusta 2020. godine, 21. decembra 2020. godine, 1. aprila 2021. godine i 1. januara 2022. godine).
13. „Grant” označava grant koji Zajmoprimac, posredstvom MGSI, isplaćuje LSU učesnici u okviru Ugovora o grantu, kao što je navedeno u Programu 2, Odeljak I(C)(2) ovog sporazuma.
14. „Ugovor o grantu” se odnosi na ugovor koji će zaključiti Zajmoprimac, preko MGSI, i LSU učesnica, kao što je navedeno u Programu 2, Odeljak I(C)(2) ovog sporazuma, kroz koji će Zajmoprimac isplatiti Grant za LSU učesnicu za unapređenje upravljanja javnim finansijama i transportne infrastrukture na lokalnom nivou.
15. „Program radnih praksi” označava program radnih praksi prema Programu 2, Odeljak I(D) ovog sporazuma.
16. „LSU” označava lokalnu samoupravu, u skladu sa Zakonom o lokalnoj samoupravi („Službeni glasnik RS”, br. 129/07, 83/14 - dr. zakon, 101/16 - dr. zakon, 47/18 i 111/21 - dr. zakon).
17. „MGSI” označava Ministarstvo građevinarstva, saobraćaja i infrastrukture Zajmoprimca ili njegovog pravnog naslednika.
18. „MF” označava Ministarstvo finansija Zajmoprimca ili njegovog pravnog naslednika.
19. „Operativni troškovi” su razumni inkrementalni troškovi, koje je potrebno da Banka prethodno odobri, nastali po osnovu sprovođenja Projekta za stavke kao što su, između ostalog, kancelarijski materijal i druga potrošna roba, iznajmljivanje poslovnih prostorija, troškove pristupa internetu i komunikacionih usluga, podrške za rad informacionih sistema, naknade za prevođenje, bankarske naknade, komunalne usluge, putne troškove, prevoz, dnevnice, troškove smeštaja, zarade zaposlenih u CFJ i drugi razumni troškovi neposredno vezani za sprovođenje Projekta, isključujući zarade zaposlenih u državnoj službi.
20. „LSU učesnice” označava svaku LSU koja ima koristi od investicija u okviru bilo kog dela Projekta, u skladu sa kriterijumima navedenim u POPPG; i „LSU učesnice” označava više od jedne LSU učesnice.
21. „POPPG” označava Projektni operativni priručnik i priručnik za grantove.

22. „Propisi u vezi sa nabavkom” u smislu Člana 84. Priloga Opštih uslova, označavaju „Propise Svetske banke u vezi sa nabavkom za zajmoprimce za finansiranje investicionih projekata” iz novembra 2020. godine.
23. „Jedinica za implementaciju Projekta” ili „JIP” označava jedinicu navedenu u Odeljku I.A(2.1) Programa 2 ovog sporazuma.
24. „Zaposlena lica na Projektu” označava svako lice koje je zaposleno u JIP, LSU, Upravnom odboru, MGSI ili CFJ.
25. „RAMS” označava sistem upravljanja putevima i putnom infrastrukturom i odnosi se na alatku prilagođenu korisniku koja omogućava LSU učesnicama da unaprede svoje sposobnosti u upravljanju lokalnim putevima.
26. „Datum potpisivanja” označava datum koji je kasniji od dva datuma kada su Zajmoprimac i Banka potpisali ovaj sporazum, a ta definicija se primenjuje na sva pozivanja na „datum Sporazuma o zajmu” u okviru Opštih uslova.
27. „Upravni odbor” označava odbor koji je naveden u Odeljku I.A(1) Programa 2 ovog sporazuma.
28. „SOUR” označava Strategiju održivog urbanog razvoja Zajmoprimca, usvojenu u junu 2019. godine, koja predstavlja integrisani paket za planiranje sledeće razvojne faze gradova i opština Zajmoprimca.
29. „SUMP-ovi” označava Planove održive urbane mobilnosti i odnosi se na lokalne sektorske planove koje će izraditi LSU učesnice i koje će pratiti Zajmoprimac, posredstvom MGSI.
30. „Obuka” označava razumne troškove, koje je potrebno da Banka prethodno odobri, za obuku i radionice koje se sprovode u okviru Projekta, a obuhvataju cene učešća, troškove puta i ishrane za učesnike u obukama i radionicama, troškove u vezi sa obezbeđivanjem usluga predavača i govornika na radionicama, zakup prostora za obuke i radionice, izradu i umnožavanje materijala za obuke i radionice, studijska putovanja i druge troškove koji su u direktnoj vezi sa pripremom i sprovođenjem kurseva obuke i radionica (osim robe i troškova konsultantskih usluga).

**Član 3.**

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