

ZAKON

O POTVRĐIVANJU SPORAZUMA O ZAJMU IZMEĐU EVROPSKE UNIJE, KOJU PREDSTAVLJA EVROPSKA KOMISIJA, KAO ZAJMODAVCA I REPUBLIKE SRBIJE, KAO ZAJMOPRIMCA I NARODNE BANKE SRBIJE, KAO FISKALNOG AGENTA ZAJMOPRIMCA, U OKVIRU INSTRUMENTA ZA REFORMU I RAST ZA ZAPADNI BALKAN

Član 1.

Potvrđuje se Sporazum o zajmu između Evropske unije, koju predstavlja Evropska komisija, kao zajmodavca i Republike Srbije, kao zajmoprimca i Narodne banke Srbije, kao fiskalnog agenta zajmoprimca, u okviru Instrumenta za reformu i rast za Zapadni Balkan, koji je potpisan 28. novembra i 29. novembra 2024. godine u Beogradu i Briselu, u originalu na engleskom jeziku.

Član 2.

Tekst Sporazuma o zajmu između Evropske unije, koju predstavlja Evropska komisija, kao zajmodavca i Republike Srbije, kao zajmoprimca i Narodne banke Srbije, kao fiskalnog agenta zajmoprimca, u okviru Instrumenta za reformu i rast za Zapadni Balkan, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

**REFORM AND GROWTH FACILITY FOR THE
WESTERN BALKANS**

LOAN AGREEMENT

Between

THE EUROPEAN UNION

**Represented by the European Commission
as Lender**

AND

**THE REPUBLIC OF SERBIA
as Borrower**

and

THE NATIONAL BANK OF SERBIA

as Agent to the Borrower

2024

This Loan Agreement is made by and between the **European Union**, represented by the European Commission,

as the Lender,

and

The Republic of Serbia, represented by First Deputy Prime Minister and Minister of Finance,

as the Borrower,

and

the **National Bank of Serbia**, acting as an agent to the Borrower, represented by the Governor of the National Bank of Serbia,

herein jointly referred to as the “Parties” and each of them a “Party”.

PREAMBLE

Whereas:

- (1) Regulation (EU) 2024/1449 of the European Parliament and of the Council (the ‘**Regulation (EU) 2024/1449**’), established the ‘Reform and Growth Facility for the Western Balkans’ (the ‘**Facility**’)¹ to support the enlargement process by accelerating the alignment with the Union acquis, accelerate regional economic integration as well as socio-economic convergence with the EU.
- (2) Support under the Facility is to be provided following the approval by the Commission, in accordance with Article 15 of Regulation (EU) 2024/1449, of a Reform Agenda submitted by the Borrower (the ‘Reform Agenda’), setting out the reforms to be undertaken by the beneficiary as well as investment areas. The Reform Agenda should provide for an overarching framework to achieve the objectives of the Facility, on the basis inter alia of a facility agreement and of a loan agreement to be concluded between the Union and the Borrower.
- (3) In accordance with Articles 11, 12 and 13 of Regulation (EU) 2024/1449, the Borrower prepared and submitted the Reform Agenda on 4 October 2024 to the Commission. In accordance with Articles 14 and 15 of Regulation (EU) 2024/1449, the Commission assessed the relevance, comprehensiveness and appropriateness of the Reform Agenda and approved it by means of an implementing decision on 23 October 2024² (the ‘**Commission Implementing Decision**’).

¹ Regulation (EU) 2024/1449 of the European Parliament and of the Council of 14 May 2024 on establishing the Reform and Growth Facility for the Western Balkans, OJ L, 2024/1449, 24.5.2024, p. 1.

² C(2024)7375, 23.10.2024.

- (4) In accordance with Regulation (EU) 2024/1449, by virtue of the Commission Implementing Decision, the Commission approved a total maximum financial contribution of up to EUR 1,131,090,929.77 as loan support linked to the satisfactory fulfilment of payment conditions (qualitative and quantitative steps) as set out in the Reform Agenda as well as of pre-conditions and general conditions for disbursement set out in Article 5 and 12 of Regulation (EU) 2024/1449 respectively.
- (5) The loan support, which will be partially implemented through the Western Balkans Investment Framework ('**WBIF**'), is to be disbursed directly to the treasury of the Borrower. The Borrower shall transfer 34,75% of the loan support to the European Western Balkans Joint Fund
- (6) (EWBJF) established under the WBIF for receiving donors' contributions in accordance with contribution arrangements to be concluded between the Borrower and European Bank for Reconstruction and Development and the European Investment Bank (the '**Fund Managers**') pursuant to the rules pertaining to the fund (the '**EWBJF General Conditions**').
- (7) In accordance with Article 9 of Regulation (EU) 2024/1449, the European Union concluded a facility agreement (the '**Facility Agreement**') with the Borrower laying down the principles of the financial cooperation between the European Union and the beneficiary and setting out detailed provisions concerning, among other things, the activities related to the management, control, supervision, monitoring, evaluation, reporting and audit of the funds under the Facility as well as the measures to effectively prevent, detect, investigate, correct and report irregularities, fraud, corruption, and any other illegal activity affecting financial interests of the Union and conflicts of interests, including the effective investigation and prosecution of offences affecting the financial interests of the Union, and to avoid double funding.
- (8) In accordance with Article 9(2) of Regulation (EU) 2024/1449, the Facility Agreement is to be complemented by a loan agreement setting out specific provisions for the management and implementation of funding provided to the Borrower in the form of loans under the Facility.
- (9) In accordance with Article 9(3) of Regulation (EU) 2024/1449, funding is to be granted to the Borrower only after the respective Facility Agreement and the applicable loan agreement have entered into force.
- (10) In accordance with Articles 12 and 21 of Regulation (EU) 2024/1449, the disbursement of the loan support is to be provided in instalments, based on the satisfactory fulfilment of payment conditions in the form of qualitative and quantitative steps set out in the Commission Implementing Decision and subject to the fulfilment of pre-conditions and general conditions set out in Article 5 and 12 of Regulation (EU) 2024/1449 respectively.
- (11) In accordance with Article 21(11) of Regulation (EU) 2024/1449, disbursements of the loan are subject to the available funding, and an instalment may be disbursed in one or more tranches.
- (12) In accordance with Article 20 of Regulation (EU) 2024/1449, the Western Balkans beneficiaries may request, following submission of their Reform Agenda, a pre-financing payment of up to 7% of the total amount foreseen under the Facility, subject to the fulfilment by the Western Balkans

beneficiaries of pre-conditions and general conditions set out in Article 5 and 12 of Regulation (EU) 2024/1449 respectively. The pre-financing combines non-repayable financial support and loan support. The pre-financing corresponding to the loans is to be made available to the treasury of the Republic of Serbia.

- (13) The Commission Implementing Decision establishes a total support in the form of loan support under the Facility amounting to a maximum of up to EUR 1,131,090,929.77 for the Borrower. In accordance with Article 20 of Regulation (EU) 2024/1449, the Borrower has requested a pre-financing amount of EUR 79,176,365.08 in the form of loan support.
- (14) Pursuant to Article 9(4) of Regulation (EU) 2024/1449, the loan agreement to be concluded between the Commission and the Borrower is to provide for obligations of the Borrower in relation to the cooperation for the protection of the financial interests of the Union as set out in Article 129 of Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union³ (the '**Financial Regulation**').
- (15) Provisions of the Financial Regulation relating to the implementation of financial assistance by the Lender are to apply to the Loan under this Agreement, unless derogated from in Regulation (EU) 2024/1449.
- (16) The Commission's funding strategy ("**Diversified Funding Strategy**"), set out in Article 224 of the Financial Regulation and governed by the rules of Commission Implementing Decision (EU, Euratom) 2023/2825⁴, as amended or replaced as the case may be, applies to the funding of the financial assistance in the form of loans provided under the Facility.
- (17) The Commission will launch on behalf of the Union bond issues, notes, short-term bills or any other appropriate short and/or long-term financial transactions ("**Funding Instruments**") for the funding of the loan support requested by the Borrower.
- (18) In accordance with recital 50 and Article 17 of Regulation (EU) 2024/1449, the Commission should offer loans at highly concessional terms with a maximum duration of 40 years, with repayment of the principal starting from 2034, in full compliance with the principles of sound financial management.
- (19) The terms of each disbursement of the loan support are determined in accordance with Regulation (EU) 2024/1449, the Commission Implementing Decision, the Reform Agenda, the Cost Allocation Methodology, the Facility Agreement and this Loan Agreement.
- (20) Appropriate measures related to the prevention of, and the fight against fraud, corruption and other irregularities affecting the Loan are to be provided for by the authorities of the Borrower.

³ OJ L 239, 26.9.2024.

⁴ Commission Implementing Decision (EU, Euratom) 2023/2825 of 12 December 2023

Now, therefore, the Parties hereto have agreed as follows:

Article 1 DEFINITIONS

In this Loan Agreement (including its recitals) the following terms have the following meaning:

- (1) **“Availability Period”** means the period that runs up to the date defined in Article 2(6) of this Loan Agreement.
- (2) **“Allocated Percentage”** means a share equal to 34.75% of the loan support provided under this Loan Agreement, which the Borrower must transfer to the EWBJF.
- (3) **“Borrower”** means the Republic of Serbia.
- (4) **“Business Day”** means a day on which the TARGET2 payment system is open for business.
- (5) **“Commission”** means the European Commission.
- (6) **“Confirmation Notice”** means the Lender's written notice to the Borrower in the form of Annex 2 setting out the final terms of the Loan Instalment or, as the case may be, a tranche of the Loan Instalment.
- (7) **“Cost Allocation Methodology”** means the Commission Implementing Decision (EU, Euratom) 2024/1520 of 12 July 2024 establishing the framework for allocating costs related to borrowing and debt management operations under the diversified funding strategy⁵, as amended or replaced as the case may be.
- (8) **“Conflict of Interests”** in line with Article 61 of the Financial Regulation, means that the impartial and objective exercise of the functions of a person involved in the implementation of financial support under the Facility is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect personal interest. A conflict of interests includes situations that may objectively be perceived as a conflict of interests.
- (9) **“Corruption”** means corruption as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in other applicable laws .
- (10) **“Cost of Carry”** is the cost of carry as defined in the Cost Allocation Methodology.
- (11) **“Cost of Funding”** is the cost of funding as defined in the Cost Allocation Methodology.
- (12) **“Cost of Liquidity Management”** is the cost of liquidity management as defined in the Cost Allocation Methodology

⁵ OJ L, 2024/1974, 18.7.2024.

- (13) **“Cost of Service”** is the cost of service for administrative overheads as defined in the Cost Allocation Methodology.
- (14) **“Commission Implementing Decision”** means Commission Implementing Decision of 23 October 2024 under Article 15 of Regulation (EU) 2024/1449 on the approval of the Reform Agenda submitted by the Borrower.
- (15) **“Contribution Arrangement”** means the written agreement concluded between the Borrower and the EWBJS Fund Managers which sets out the amount committed by the Borrower to the EWBJS, the currency of such contribution, the manner in which payments thereof will be made to the Fund Account and may contain such other administrative matters as may be required and are permitted by the General Conditions, and will be substantiated in the form attached in Annex A to the General Conditions, as applicable. The Contribution Arrangement also serves as adherence to the EWBJS General Conditions.
- (16) **“Disbursement”** means a disbursement of a Pre-Financing Loan Instalment, Loan Instalment or Tranche to the Borrower under this Loan Agreement.
- (17) **“Disbursement Date”** means, in relation to the Disbursement, the date of transfer of the Net Disbursement Amount to the account indicated in Article 8 of this Loan Agreement.
- (18) **“Due Date”** means any day on which a payment by the Borrower to the Lender is due under this Agreement, including any date indicated in the Confirmation Notice on which a payment of principal amount, Cost of Funding, Cost of Service, and Cost of Liquidity Management is to be made.
- (19) **“Diversified Funding Strategy”** means the Commission's funding strategy set out in Article 224 of the Financial Regulation and governed by the rules of Commission Implementing Decision 2023/2825.
- (20) **“Early Reimbursement”** means any voluntary early repayment, in total or in part, of the Loan Facility at the initiative of the Borrower.
- (21) **“Early Repayment”** means the early repayment of the Loan Facility requested by the Lender.
- (22) **“EBRD”** – means the European Bank of Reconstruction and Development.
- (23) **“EIB”** – means the European Investment Bank.
- (24) **“Event of Default”** means an event defined in Article 13(1) of this Loan Agreement.
- (25) **“ECB”** means the European Central Bank.
- (26) **“EU”** means the European Union.
- (27) **“External Indebtedness”** means all indebtedness of the Borrower (i) which is denominated or payable in a currency other than the lawful currency of the Borrower and (ii) which was not originally incurred or assumed under an agreement or instrument made with or issued to creditors substantially all of whom are residents of the Borrower or entities having their head office or principal place of business within the territory of the Borrower.
- (28) **“EWBJS”** means the European Western Balkans Joint Fund established under the Western Balkan Investment Framework for receiving donors'

contributions, in accordance with the EWBJF General Conditions lastly approved by Commission Decision C(2023)4806 of 19 July 2023⁶.

- (29) **“Facility”** means the Reform and Growth Facility for the Western Balkans established by Regulation (EU) 2024/1449.
- (30) **“Financial Regulation”** means Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union.
- (31) **“Fund Account”** means the bank account, opened and maintained by the EBRD, to which contributions to the Fund will be transferred by the Borrower and out of which the EBRD shall disburse resources of the Fund, as required, in accordance with the EWBJF General Conditions”.
- (32) **“Funding Instrument”** means bond issues, notes, short-term bills or any other appropriate short and/or long-term financial transactions launched by the Commission on behalf of the Union under the Diversified Funding Strategy for the funding of the loan support requested by the Borrower.
- (33) **“Facility Agreement”** means the facility agreement concluded between the European Union, represented by the Commission, and the Borrower in accordance with Article 9 of Regulation (EU) 2024/1449.
- (34) **“Fraud”** means fraud within the meaning of Article 3 of Directive (EU) 2017/1371 of the European Parliament and of the Council and Article 1 of the Convention on the protection of the European Communities’ financial interests, drawn up by the Council Act of 26 July 1995.
- (35) **“Fund Managers”** means, in the context of the EWBJF, the EBRD and the EIB.
- (36) **“EWBJF General conditions”** means the set of provisions governing the administration of the EWBJF, establishing roles and responsibilities, composition, methods of work and decision-making systems of the EWBJF, as initially approved on 7 November 2006, and subsequently amended on 2 October 2009, 16 June 2016 and 6 September 2023, and which may be further amended as necessary by its governing entities.
- (37) **“IMF”** means the International Monetary Fund.
- (38) **“IMF Arrangement”** means any agreement, programme, facility or other financial arrangement between the Borrower and the IMF.
- (39) **“Interest Payment Date”** means any date on which interest is payable under the Loan Agreement.
- (40) **“Interest Period”** means the interest period as defined in the Cost Allocation Methodology.
- (41) **“Legal Opinion”** means the legal opinion issued by the Ministry of Justice of the Borrower in the form set out in Annex 3.
- (42) **“Lender”** means the European Union.
- (43) **“Loan Agreement”** means this loan agreement.

⁶ Commission Decision C(2023)4806 amending Commission Decision C(2016)3610 final as regards the approval of the General Conditions of the European Western Balkans Joint Fund, 19.7.2023.

- (44) **“Loan Instalment”** means the sums which have been the subject of a Request for Payment.
- (45) **“Loan Facility”** means the loan support that the Commission makes available to the Borrower under this Loan Agreement and in accordance with the Commission Implementing Decision.
- (46) **“Market Disruption Event”** means, at the time of a proposed issuance of Funding Instruments, the occurrence of events or circumstances affecting the national or international financial, political or economic conditions or international capital markets or currency exchange rates or exchange controls which in the reasonable view of the Lender - are likely to prejudice materially the ability of the Lender to achieve a successful issue, offering or distribution of Funding Instruments at a reasonable price.
- (47) **“Maturity Date”** means the scheduled date for full repayment of principal of the Loan Instalment or Tranche as defined in a Confirmation Notice.
- (48) **“Net Disbursement Amount”** means the proceeds of the Funding Instrument less the aggregate amount of clearing of the pre-financing according to Article 6 of this Loan Agreement in relation to any Disbursement, resulting in an amount to be disbursed to the Borrower.
- (49) **“Pre-financing Loan Instalment”** means the part of Loan Facility to be disbursed as pre-financing indicated in Article 6 of this Loan Agreement.
- (50) **“Reform Agenda”** means the Reform Agenda for the Borrower or amendment thereto assessed by the Commission and approved through the adoption of the Commission Implementing Decision.
- (51) **“Request for Payment”** means the Borrower’s request for the payment of Loan Instalments in the form of Annex 1(a) or Annex 1(b).
- (52) **“TARGET2”** means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which uses a single shared platform, and which was launched on 19 November 2007.
- (53) **“Tax”** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).
- (54) **“Tranche”** means a part of the Pre-Financing Loan Instalment or of a Loan Instalment.
- (55) **“WBIF”** means the Western Balkans Investment Framework (WBIF), a joint initiative of the EU, financial institutions, bilateral donors and beneficiaries, aimed at enhancing harmonisation and cooperation in investments for the socio-economic development of the region and contributing to the European perspective of the Western Balkans, as referred to in Article 12 of Regulation (EU) 2021/1529⁷.

⁷ Regulation (EU) 2021/1529 of the European Parliament and of the Council of 15 September 2021 establishing the Instrument for Pre-Accession assistance (IPA III) (OJ L 330, 20.9.2021, p. 1.

Article 2 SUBJECT OF THE AGREEMENT

- (1) This Loan Agreement sets out the rights and obligations of the Parties and terms and conditions applicable to the loan support provided with a view to the satisfactory fulfilment by the Borrower of the payment conditions set out in the Reform Agenda approved by the Commission Implementing Decision and to the fulfilment of the pre-conditions and general conditions set out in Article 5 and 12 of Regulation (EU) 2024/1449 respectively.
- (2) Subject to the provisions of Regulation (EU) 2024/1449, the Commission Implementing Decision, the Cost Allocation Methodology, the Facility Agreement and this Loan Agreement, the Union makes available to the Borrower a Loan Facility in euro in the aggregate principal amount of maximum EUR 1,131,090,929.77.
- (3) The Loan Facility shall be made available in Loan Instalments. The Loan Instalments shall be disbursed in one or more Tranches, according to the choice of the Lender.
- (4) The Borrower shall use all amounts borrowed by it under the Loan Facility in conformity with its obligations under the Reform Agenda, the Facility Agreement and this Loan Agreement.
- (5) The National Bank of the Borrower shall act as the Borrower's financial agent and shall not be liable for any financial obligations of the Borrower under this Agreement.
- (6) The Loan shall be denominated solely in euro, which shall be the currency of account and payment. The Availability Period of the loan support shall be from 1 January 2024 until 31 December 2027.

Article 3 MATURITY

- (1) Each Disbursement shall have a maximum duration of 40 years from the date of the signature of this Loan Agreement.
- (2) The repayment of the principal amount of a Disbursement shall start from 2034 and be spread evenly in equal repayments over the remaining maturity of the Disbursement.

Article 4 RESPONSIBILITY OF THE BORROWER

- (1) The Borrower shall be responsible for the fulfilment of payment conditions related to the qualitative and quantitative steps as set out in the Reform Agenda as approved in the Commission Implementing Decision and for the satisfactory fulfilment of the pre-conditions and general conditions set out in Article 5 and 12 of Regulation (EU) 2024/1449 respectively.
- (2) The satisfactory fulfilment of the payment conditions stemming from the Reform Agenda as approved in the Commission Implementing Decision shall presuppose that steps related to the same reforms for which the Borrower had

achieved satisfactory fulfilment in prior decisions have not been reversed by the Borrower.

Article 5 OBLIGATIONS OF THE BORROWER WITH RESPECT TO THE IMPLEMENTATION OF A SHARE OF THE LOAN SUPPORT THROUGH THE WBIF

- (1) The Borrower shall transfer the Allocated Percentage to the EWBJF.
- (2) The obligation of the Borrower under this Article shall be formalised through Contribution Arrangements, in accordance with Article 19(2) of the Facility Agreement.
- (3) The Borrower shall conclude such Contribution Arrangements within three months from the adoption of the Commission release decision referred to in Article 8(1) of this Agreement.
- (4) The Borrower, in accordance with the Facility Agreement, shall provide the Commission with copies of such Contribution Arrangements, as well as of any subsequent changes thereto.
- (5) The Borrower shall provide the Commission with proofs of payment under each Contribution Arrangement.

Article 6 PRE-FINANCING

- (1) The Lender shall disburse an amount of EUR 79,176,365.08 of pre-financing in one or more Tranches.
- (2) The share of pre-financing related to the Allocated Percentage, to be made available to the EWBJF and amounting to EUR 27,513,786.87, shall be subject to the provisions of Article 5 of this Agreement.
- (3) The Borrower acknowledges and irrevocably agrees that:
 - a) The disbursement of the Pre-Financing Loan Instalment shall be subject to availability of funds, and, for the share of Allocated Percentage related to the pre-financing referred to in paragraph 2 of this Article to the receipt of a signed copy of the Contribution Arrangement, covering the entire share of Allocated Percentage related to the pre-financing ;
 - b) Cost of Funding, Cost of Liquidity Management and Cost of Service for the Pre-financing Loan Instalment shall be based on the Cost Allocation Methodology;
 - c) The Maturity Dates of the Pre-financing Loan Instalment shall be up to 40 years;
 - d) The Pre-financing Loan Instalment shall be disbursed in one or several Tranches;
 - e) It shall pay any fees, costs and expenses, including if applicable breakage costs and cost of carry;
 - f) It shall bear the costs of implementation and any fees due in respect of the implementation of the EWBJF in accordance with the EBWJF General Conditions.

- (4) The Lender shall issue to the Borrower a Confirmation Notice setting out the financial terms of the Pre-financing Loan Instalment or Tranche. The Borrower shall be deemed to have accepted in advance the terms of the Pre-financing Loan Instalment or Tranche set out in the Confirmation Notice.
- (5) For pre-financing paid in accordance with paragraph 1 of this Article, an amount corresponding to the percentage equal to the ratio of the remaining uncleared pre-financing over remaining amounts of the Loan Facility to be disbursed shall be deducted from each Disbursement to calculate the Net Disbursement Amount in order to clear the pre-financing until it has been fully cleared.
- (6) Upon request of the Borrower in its payment request, additional amounts may be deducted from each Disbursement in order to clear the pre-financing earlier.
- (7) Amounts of pre-financing that have not been cleared by 31 December 2027 or, if earlier, the date in which the last Disbursement is made, shall be immediately due and payable. The Commission shall be entitled to offset such amounts against any claim that the Borrower has vis-à-vis the Lender.
- (8) Any pre-financing shall be declared immediately due and payable following the reduction of loan support or request for Early Repayment in cases referred to in Article 21 (5) and Article 21 (7) of Regulation (EU) 2024/1449. Article 13(3) of this Loan Agreement shall apply.

Article 7 REQUEST FOR PAYMENTS AND VERIFICATION OF CONDITIONS

- (1) Together with each request for release of funds under the Facility Agreement, the Borrower shall submit two Requests for Payment, using the form set out in Annex 1(a) and Annex 1(b) of this Loan Agreement, and namely:
 - a. a Request for Payment for a Loan Instalment covering the share of the loan corresponding to the Allocated Percentage indicated in the request for release of funds (Annex 1(a)); and
 - b. a Request for Payment for a Loan Instalment covering the remaining share the loan indicated in the same request for release of funds (Annex 1 (b)).
- (2) The Borrower shall provide adequate documentation to justify the Requests for Payment submitted under this Loan Agreement, for each single step, according to the sources of verification stipulated in Annex I to the Reform Agenda, and in accordance with the Facility Agreement.
- (3) The Borrower shall on a best effort basis seek to abide by the indicative payment request schedule set out in the Commission Implementing Decision. The final Request for Payment shall be submitted by 30 September 2027.
- (4) The assessment under Article 21(2) of the Regulation (EU) 2024/1449 shall be carried out by the Lender on the basis of the information provided by the Borrower in accordance with paragraph 3. The Lender may ask for supplementary information and/or carry out checks and on-the-spot controls to verify the completion of qualitative and quantitative steps, including on the non-reversibility of the previously satisfactorily fulfilled qualitative and quantitative steps.

Article 8 DRAWDOWN, CONDITIONS PRECEDENT AND DISBURSEMENT

- (1) Without prejudice to Article 6 of this Loan Agreement, any disbursement of a Loan Instalment shall be conditional upon the Commission having adopted a release decision according to Article 21(3) of Regulation (EU) 2024/1449 and shall be limited to the amount established in that decision.
- (2) No disbursement shall be made before:
 - (a) the Facility Agreement has entered into force, and;
 - (b) the Lender has received the official notification in the form of the Legal Opinion by the Borrower that all constitutional and legal requirements for the provisions concerning loans to take effect and the valid and irrevocable commitment of the Borrower to all obligations under this Loan Agreement have been fulfilled, and;
 - (c) the Lender has received a Request for Payment.
The Borrower is irrevocably bound by the terms of the Request for Payment.

Point c) of the first subparagraph shall not be applicable for the Pre-financing Loan Instalment.
- (3) A Request for Payment shall not be regarded as having been duly completed unless it specifies the information set out in Annex 1.
- (4) Following submission of a Request for Payment by the Borrower, the Lender's obligation to pay the Net Disbursement Amount in respect of a Loan Instalment to the Borrower under this Loan Agreement shall be subject to:
 - a. no event having occurred that would render incorrect any statement made in the Legal Opinion;
 - b. the Lender having received from the Minister of Finance of the Borrower an official document indicating the persons authorised to sign the Request for Payment (and thus validly commit the Borrower) and containing the specimen signatures of these persons;
 - c. availability of funding;
 - d. no Market Disruption Event having occurred;
 - e. no material adverse change having occurred since the date of signature of this Loan Agreement such as would, in the opinion of the Lender, after consultation with the Borrower, be likely to prejudice materially the ability of the Borrower to fulfil its payment obligations under this Agreement, *i.e.* to service any of the Loan Instalments to be funded and to repay them;
 - f. no Event of Default having occurred which has not been cured to the satisfaction of the Lender;
 - g. when the Request for Payment covers the Allocated Percentage, the Lender having received from the Borrower a copy of a signed

Contribution Arrangement, covering the same amount of that Request for Payment.

- (5) A Loan Instalment may be disbursed in one or more Tranches.
- (6) In accordance with Regulation (EU) 2024/1449 and the Commission Implementing Decision, the Lender shall launch any appropriate Funding Instruments for the funding of the amount of a Loan Instalment under the Diversified Funding Strategy.
- (7) The Lender shall issue to the Borrower a Confirmation Notice setting out the financial terms of the Disbursement. The Borrower shall be deemed to have accepted in advance the terms of the Loan Instalment or Tranche set out in the Confirmation Notice. For the avoidance of doubt, the Lender is under no obligation to consider favourably any request from the Borrower at any time to modify any of the financial terms of a Loan Instalment or Tranche.
- (8) The Commission shall instruct the ECB to transfer the Net Disbursement Amount of a Loan Instalment or Tranche on the Disbursement Date to the following euro account of the Borrower with Deutsche Bundesbank, BIC: MARKDEFFXXX, IBAN DE81504000005040040250, account owner: Narodna Banka Srbije [National Bank of Serbia] for beneficiary the Ministry of Finance Serbia BIC NBSRRSBGXXX, IBAN RS35908504943019331464.

A payment to this bank account shall discharge the Lender from its payment obligation under this Loan Agreement with regard to the respective Disbursement.

- (9) The Borrower's right to receive Loan Instalments or Tranches under this Loan Agreement expires at the end of the Availability Period, following which any undisbursed amount of the Loan Facility shall be considered as immediately cancelled, except for any tranches of the Loan Instalment for which the Commission has adopted a release decision prior to that date.

Article 9 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

(1) Representations

By signing this Agreement, the Borrower represents and warrants to the Lender that on the date of this Loan Agreement and on each Disbursement Date:

- (a) each Loan Instalment or any Tranche thereof shall constitute an unsecured, direct, unconditional, unsubordinated and general obligation of the Borrower and will rank at least *pari passu* with all other present and future unsecured and unsubordinated loans and obligations of the Borrower arising from its present or future External Indebtedness, provided however that the Borrower shall have no obligation to effect equal or rateable payment(s) at any time with respect to any such other External Indebtedness and, in particular, shall have no obligation to pay other External Indebtedness at the

same time or as a condition of paying sums due on the Loan Facility and vice versa; and

- (b) the Legal Opinion provided in accordance with Annex 3 is accurate and correct.

(2) Undertakings

The Borrower undertakes, until such time as all principal under this Loan Agreement has been fully reimbursed and all interest and additional amounts, if any, due under this Loan Agreement have been fully paid:

- (a) to utilise the Net Disbursement Amount of each Disbursement consistently with Regulation (EU) 2024/1449, in accordance with the Reform Agenda, the Facility Agreement, and any related conditions applicable at the time of issuing the Request for Payment;
- (b) to obtain and maintain in full force and effect all authorisations necessary for it to comply with its obligations under this Loan Agreement;
- (c) to comply in all respects with applicable laws which might affect its ability to perform this Loan Agreement;
- (d) to pay any fees, costs, overheads and expenses, including if applicable breakage costs and Cost of Liquidity Management, calculated according to the Cost Allocation Methodology;
- (e) in relation to External Indebtedness to recognise that the Lender shall have the identical legal capacity, immunities and privileges as accorded to international financial institutions;
- (f) to ensure that the checks and measures referred to under Article 15 of this Loan Agreement are in place;
- (g) with the exception of those encumbrances enumerated in subparagraphs (1) to (7) below:
 - (i) not to secure by mortgage, pledge or any other encumbrance upon its own assets or revenues any present or future External Indebtedness and any guarantee or indemnity given in respect thereof, unless the Loan Facility at the same time shares *pari passu* and *pro rata* in such security; and
 - (ii) not to grant to any other creditor or holder of its sovereign debt any priority over the Lender.

The grant of the following encumbrances shall not constitute a breach of this Article 9:

- (1) encumbrances upon any property incurred to secure financing for the purchase price or construction of such property and any renewal or extension of any such encumbrance which is limited to

the original property covered thereby and which secures any renewal or extension of the original secured financing; and

- (2) encumbrances on commercial goods arising in the course of ordinary commercial transactions (and expiring at the latest within one year thereafter) to finance the import or export of such goods into or from the country of the Borrower; and
- (3) encumbrances securing or providing for the payment of External Indebtedness incurred exclusively in order to provide financing for a specific investment project, provided that the properties to which any such encumbrances apply are properties which are the subject of such project financing, or which are revenues or claims which arise from the project; and
- (4) any other encumbrances in existence on the date of the signing of this Loan Agreement, provided that such encumbrances remain confined to the properties presently affected thereby and properties which become affected by such encumbrances under contracts in effect on the date of the signing of this Loan Agreement (including, for the avoidance of doubt, the crystallization of any floating charge which had been entered into at the date of this Loan Agreement), and provided further that such encumbrances secure or provide for the payment of only those obligations so secured or provided for on the date hereof or any refinancing of such obligations; and
- (5) all other statutory encumbrances and privileges which operate solely by virtue of law and which cannot be reasonably avoided by the Borrower; and
- (6) any encumbrance securing the Borrower's obligations with any central securities depository such as *Euroclear* given in the normal course of the business; and
- (7) any encumbrance securing an indebtedness of less than EUR 3 million, provided that the maximum aggregate amount of indebtedness secured by such encumbrances does not exceed EUR 50 million.

As used in this Article 9, "financing for a specific investment project" means any financing of the acquisition, construction, or development of any properties in connection with a project if the providing entity for such financing expressly agrees to look to the properties financed and the revenues to be generated by the operation of, or loss or damage to, such properties as the principal source of repayment for the moneys advanced.

Article 10 COSTS AND EXPENSES

- (1) In respect of each outstanding Loan Instalment, the Borrower shall transfer to the account referred to in Article 12(3) of this Loan Agreement in respect of each Loan Instalment or Tranche

- (a) on each Due Date the amount of Cost of Funding;
 - (b) on each Due Date the amount of Cost of Service;
 - (c) on each Due Date the amount of Cost of Liquidity Management.
- (2) The Interest Period and Due Dates shall be, for each Loan Instalment or Tranche, set in the Confirmation Notice for that Loan Instalment or Tranche and be communicated to the Borrower.

The Lender shall communicate to the Borrower the amount of Cost of Funding, Cost of Service, and Cost of Liquidity Management as soon as possible before the Due Date.

- (3) The costs incurred by the Lender under this Loan Agreement and imputable to the Borrower will be calculated based on a pricing formula composed of Cost of Funding, Cost of Service, and Cost of Liquidity Management which are to be calculated and invoiced based on the applicable Cost Allocation Methodology.
- (4) Without prejudice to the terms of Article 13 of this Loan Agreement, if the Borrower fails to pay any sum payable under this Loan Agreement on its Due Date, the Borrower shall pay in addition default interest on such sum (or, as the case may be, the amount thereof for the time being due and unpaid) to the Lender from the Due Date to the date of actual payment in full, calculated by reference to successive interest periods (each of such length as the Lender may from time to time select, the first period beginning on the relevant Due Date and, wherever possible, the length of such period shall be that of one week) on such overdue sum at the higher of:
- (a) a rate per annum being the aggregate of:
 - (i) 350 basis points, and
 - (ii) the rate applied by the European Central Bank to its principal refinancing operations, or
 - (b) 200 basis points over the Cost of Funding which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan Instalment, or
 - (c) 0 basis points.

So long as the failure to pay continues, such rate shall be re-fixed in accordance with the provisions of this paragraph (4) of this Article 10 on the last day of each such interest period and unpaid interest under this Article 10 concerning previous interest periods shall be added to the amount of interest due at the end of each such interest period. The default interest is immediately due and payable.

- (5) The Borrower undertakes to pay to the Lender all additional interest and all

costs and expenses, including legal fees, incurred and payable by the Lender as a result of a breach of any obligation under this Loan Agreement by the Borrower. For the avoidance of doubt a payment by the Borrower on any date different from the Due Date will be construed as in breach of repayment obligations under this Loan Agreement.

Article 11 REPAYMENT, SUSPENSION AND CANCELLATION

- (1) The Borrower shall repay the principal amount of each Disbursement on the Due Date(s) and under the conditions notified to it by the Lender in the relevant Confirmation Notice.

The Borrower shall transfer the amount of principal due to the account referred to in Article 12(3) of this Loan Agreement on the Due Date.

Any amount of principal which is transferred for the purpose of a repayment to the account referred to in Article 12(3) of this Loan Agreement by the Borrower cannot be re-borrowed by the Borrower under the Loan Facility.

- (2) The Lender may suspend or cancel the undrawn Loan Instalment or Tranches if:
- (a) the Borrower declares its intention not to draw any more under the Loan Facility; or
 - (b) the financing needs of the Borrower decrease fundamentally compared to the initial projections; or
 - (c) the Borrower does not comply with the terms of the Reform Agenda, the Facility Agreement, a Contribution Arrangement and/or the Loan Agreement;
 - (d) the Commission release decision referred to in Article 8(1) of this Loan Agreement for undrawn loan instalment is not adopted within the Availability Period
 - (e) the Facility Agreement is suspended or terminated.

Article 12 PAYMENTS

- (1) All payments to be made by the Borrower shall be paid without set-off or counterclaim, free and clear of, and without deduction for and on account of, any Taxes, commissions and any other charges for the entire term of this Loan Agreement.
- (2) The Borrower declares that all payments and transfers under this Loan Agreement, as well as the Loan Agreement itself, are not subject to any Tax or any other levy, impost or duty in the country of the Borrower and shall not be so subject for the entire term of this Loan Agreement. If nevertheless the Borrower or the National Bank of the Borrower is required by law to make any such deductions, the Borrower shall pay the requisite additional amounts so that the Lender receives in full the amounts specified by this Loan Agreement.

- (3) All payments by the Borrower shall be made on the Due Date before 11:00 a.m. Luxembourg time to the European Commission's account 4062990131 at the ECB, via TARGET2 participant SWIFT-BIC ECBFDEFFBAC, in favour of the final beneficiary EUCOLULLXXX or to such other account as the Lender may communicate by written notice prior to the relevant Due Date.

A payment made on the Due Date on such account shall discharge the Borrower from the relevant repayment obligation.

- (4) If the Borrower pays an amount in relation to any of the Loan Instalment or to any Tranche thereof which is less than the total amount due and payable under this Loan Agreement, the Borrower hereby waives any rights it may have to make any appropriation of the amount so paid as to the amounts due.

The amount so paid in respect of the Loan Instalment or of any Tranche thereof shall be applied in or towards satisfaction of payments due under such Loan Instalment or any Tranche thereof in the following sequence:

- (a) *first* against any fees, expenses and indemnities;
- (b) *second* against any interest for late payments as determined under Article 10(4) of this Loan Agreement;
- (c) *third* against interest; and
- (d) *fourth* against principal,

provided that these amounts are due or overdue for payment on that date.

- (5) Any calculation and determination by the Lender under this Agreement:
- (a) shall be made in a commercially reasonable manner; and
 - (b) shall, absent manifest error, be binding on the Lender and the Borrower.
- (6) Business Day Convention as communicated in the Confirmation Notice shall apply.

Article 13 EVENTS OF DEFAULT

- (1) The Lender may by written notice to the Borrower declare the outstanding principal amount of the Loan Facility to be immediately due and payable, together with accrued interest, and/or cancel any undrawn Loan Instalment or Tranche if:
- (a) the Borrower fails or shall fail to pay on the relevant Due Date any amount of principal or Costs of Funding or Costs of Service or Cost of Liquidity Management, or any other amounts due under this Loan Agreement on their due dates, whether in whole or in part, in the manner as agreed in this Loan Agreement, in respect of any Loan

Instalment or Tranche; or

- (b) the Borrower defaults or shall default in the performance of any obligation under this Loan Agreement other than that referred to in Article 13(1)(a) (including the obligation set out in Article 2(4) to use the Loan Facility in accordance with the terms of the Reform Agenda, the Facility Agreement and this Loan Agreement), and such default shall continue for a period of one month after written notice thereof shall have been given to the Borrower by the Lender; or
- (c) the Lender sends the Borrower a declaration of default in circumstances where the Borrower's obligations under this Loan Agreement are declared by a court of competent jurisdiction not to be binding on or enforceable against the Borrower or are declared by a court of competent jurisdiction to be illegal; or
- (d) the Lender sends the Borrower a declaration of default in circumstances where (i) it has been established that in relation to this Loan Agreement, or the Facility Agreement, the Borrower has engaged in any act of fraud or corruption, or any other illegal activity detrimental to the financial interests of the Lender or (ii) any representation or warranty made by the Borrower under this Loan Agreement or the Facility Agreement is inaccurate, untrue or misleading and which in the opinion of the Lender could have a negative impact on the capacity of the Borrower to fulfil its obligations under this Loan Agreement or on the rights of the Lender under it; or
- (e) any loan agreement between the Borrower and the Lender or any EU institution or body, regardless of the amount, is subject of a declaration of default or there is a default on any payment obligation of any kind towards the Lender or any EU institution or body by the Borrower which gives rise to a declaration of default; or
- (f) the Borrower does not comply with the Reform Agenda as approved by the Commission Implementing Decision, and/or the Facility Agreement, and/or a Contribution Arrangement, and/or if the Facility Agreement is terminated;
- (g) a selected investment project listed in a Contribution Arrangement is cancelled, or the Beneficiary fails to provide the proof of payment to the EWBJF;
- (h) the Borrower fails or shall fail to pay any amount of guarantee call under any guarantee by which the Borrower guarantees to the Lender the fulfilment of payment obligations of another party towards the Lender; or
- (i) External Indebtedness of the Borrower having an aggregate principal amount in excess of EUR 50 million is the subject of a declaration of default as defined in any instrument governing or evidencing such indebtedness and as a result of such a declaration of default there is an acceleration of such indebtedness or a *de facto* moratorium on payments; or

- (j) the Borrower does not make timely repurchases from the IMF in relation to the IMF Arrangement and is subject of a declaration of default; or
 - (k) the Borrower does not pay a substantial portion of its External Indebtedness as it falls due or declares or imposes a moratorium on the payment of its External Indebtedness or of External Indebtedness assumed or guaranteed by it.
- (2) The Lender may, but is not obliged to, exercise its rights under this Article 13 and may also exercise them only in part without prejudice to the future exercise of such rights. No waiver is to be implied from any delay in exercise of any such rights.
- (3) The Borrower shall reimburse all costs, expenses and fees payable by the Lender as a consequence of an Early Repayment of any Loan Instalment or Tranche under this Article 13. In addition, the Borrower shall pay default interest, as provided for in Article 10(4) of this Loan Agreement, which shall accrue as from the date when the outstanding principal amount of the Loan Facility has been declared immediately due and payable, until the date of actual payment in full.

Article 14 INFORMATION UNDERTAKINGS

- (1) With effect from the entry into force of this Loan Agreement, the Borrower shall promptly supply to the Lender:
- (a) any information regarding its fiscal and economic condition, as the Lender may reasonably request;
 - (b) any information pertaining to any event which could reasonably be expected to cause an Event of Default to occur (and the steps, if any, being taken to remedy it) including any relevant information for the assessment of any acts or activity under Article 13(1)(d)(i) of this Loan Agreement.
- (2) The Borrower undertakes to inform the Lender promptly if any event occurs that would render incorrect any statement made in the Legal Opinion as set out in Annex 3.
- (3) Upon request by the Commission when preparing the report under Article 25 of Regulation (EU) 2024/1449 the Borrower shall submit to the Lender reports on the use of the Loan Facility.
- (4) The Lender shall be entitled to withhold the release of any tranche of the Loan Instalment in case the Borrower has not submitted the Declaration of Assurance as per Annex B to the Facility Agreement with regard to the previous tranche of the Loan Instalment, and documents listed in Article 14(10) and 14(11) of the Facility Agreement.

Article 15 UNDERTAKINGS RELATING TO INSPECTIONS, FRAUD PREVENTION AND AUDITS

- (1) During the implementation of the Loan Facility, the Lender shall have the right to monitor the soundness of the Borrower's financial arrangements, the administrative procedures, and the internal and external control mechanisms which are relevant to the assistance.
- (2) In conformity with Article 129(1) of the Financial Regulation, the Lender, including the European Anti-Fraud Office (OLAF), the European Court of Auditors (ECA) and, where applicable, the European Public Prosecutor's Office (EPPO) shall have the rights and access required to exert their respective competences, including the right to send their own agents or duly authorised representatives to carry out any technical or financial controls, investigations including on-the-spot checks and inspections (including digital forensic operations and interviews) and audits (including document audits and on-the-spot audits) that they consider necessary in relation to the management of this Loan Facility in order to protect the Lender's financial interests.
- (3) The Borrower shall supply relevant information and documents which may be requested for the purpose of such assessments, investigations, controls or audits, and take all suitable measures to facilitate the work of persons instructed to carry them out, including granting the persons referred to in paragraph 2 of this Article access to sites and premises where the relevant information and documents are kept.
- (4) The Borrower shall regularly check that financing provided by the Lender has been properly used and shall ensure investigation and satisfactory treatment of any suspected and actual cases of fraud, corruption or any other illegal activity in relation to the management of the Loan, detrimental to the EU's financial interests. All such cases as well as measures related thereto taken by national competent authorities, including legal actions to recover any funds provided under this Loan Agreement, shall be reported to the Lender without delay.
- (5) The Borrower shall regularly check that amounts borrowed under the Loan Facility are used in accordance with the Reform Agenda, the Facility Agreement, and this Loan Agreement, and shall ensure that appropriate measures to prevent irregularities and fraud are in place. In case of irregular or improper use of the amounts borrowed under the Loan Facility, the Borrower shall take legal actions to recover such amounts.

Article 16 NOTICES

- (1) All notices in relation to this Loan Agreement shall be validly given if in writing, including via email, and sent to the addressees listed in Annex 4 to this Loan Agreement. Each Party will update addressees and notify it to the other Party hereto upon the same being amended from time to time.
- (2) Notices become effective on the date of receipt of the e-mail or letter by which they are delivered.

- (3) All documents, information and materials to be furnished under this Loan Agreement shall be in the English language.
- (4) Each Party to this Loan Agreement will notify to the other, as appropriate, the list and specimen signatures of the persons authorised to act on its behalf under this Loan Agreement, promptly upon its signature of this Loan Agreement. Likewise, each Party will update such list and notify the other Party hereto upon the same being amended from time to time.

Article 17 MISCELLANEOUS

The Borrower shall not have any right to assign or transfer any of its rights or obligations under this Loan Agreement without the prior written consent of the Lender.

Article 18 LIABILITY FOR DAMAGES

The Lender shall not be held liable for any damage caused by the Borrower or any third parties involved in the implementation of the Reform Agenda, as a consequence of the implementation of this Loan Agreement.

Article 19 AMENDMENTS

- (1) Any amendment agreed by the Parties shall be in writing and shall form part of this Loan Agreement.
- (2) By exception to Article 19(1), changes to the account details included in Article 8(8) shall be notified in writing by the Borrower to the Lender at the addresses specified in Annex 4 and shall be used for a Disbursement upon written confirmation by the Lender.

Article 20 GOVERNING LAW AND JURISDICTION

- (1) This Loan Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and shall be construed in accordance with European Union law, supplemented where necessary by Luxembourgish law.
- (2) The Parties undertake to submit any dispute which may arise relating to the legality, validity, interpretation or performance of this Loan Agreement to the exclusive jurisdiction of the Court of Justice of the European Union in accordance with Article 272 of the Treaty on the Functioning of the European Union.
- (3) Judgements of the Court of Justice of the European Union shall be fully binding on and enforceable by the Parties.
- (4) The Lender may enforce any judgement obtained from the Court of Justice of the European Union, or other rights against the Borrower in the courts of the Borrower in accordance with the procedures of recognition and enforcement of foreign courts decision as set forth by the Borrower legislation.
- (5) The Borrower hereby irrevocably and unconditionally waives all immunity to which it is or may become entitled, in respect of itself or its assets, from legal proceedings in relation to this Agreement, including, without limitation,

immunity from suit, judgement or other order, from attachment, arrest or injunction prior to judgement, and from execution and enforcement against its assets, to the extent not prohibited by mandatory law.

- (6) The Lender acknowledges that the Borrower considers this Loan Agreement to be an "International Treaty" in the sense of Article 2 of the Law on the Conclusion and Execution of International Agreements of the Republic of Serbia ("Official Gazette of RS", No. 32/2013).

Article 21 PARTIAL INVALIDITY AND UNINTENTIONAL GAPS

- (1) If one or more of the provisions contained in this Loan Agreement should be or become fully or in part invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained in this Loan Agreement shall not in any way be affected or impaired thereby. Provisions that are fully or in part invalid, illegal or unenforceable shall be interpreted and thus implemented according to the spirit and purpose of this Loan Agreement. The provisions of this Article are without prejudice to Article 13(1)(c) of this Loan Agreement.
- (2) The Preamble and the Annexes to this Loan Agreement do and shall hereafter form an integral part of this Loan Agreement.

Article 22 ENTRY INTO FORCE

- (1) Following its signature by all Parties, and upon entry into force of the Facility Agreement, this Loan Agreement shall enter into force on the date on which the Lender has received the official notification in the form of the Legal Opinion drawn up in accordance with Annex 3 to this Loan Agreement by the Borrower that all constitutional and legal requirements for the entry into force of this Loan Agreement and the valid and irrevocable commitment of the Borrower to all obligations under this Loan Agreement have been fulfilled.
- (2) The entry into force shall not be later than 6 months after signature of the Loan Agreement. If the Loan Agreement has not entered into force by that date, the Parties to the Loan Agreement shall no longer be bound by it.
- (3) A signed or electronically signed copy of this Loan Agreement transmitted by secure email, or other secure means of electronic transmission, shall be deemed to have the same legal effect as the delivery of an original executed copy of this Loan Agreement for all purposes.

Article 23 EXECUTION OF THE AGREEMENT

This Loan Agreement shall be executed in the English language by each Party in as many originals as the number of Parties, each of which shall constitute an original instrument.

This Loan Agreement may be signed in any number of counterparts. Each counterpart shall be deemed an original.

This Loan Agreement may be signed with a qualified electronic signature within the meaning of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.⁸

Article 24 ANNEXES

The Annexes to this Loan Agreement shall constitute an integral part thereof:

1. Form of Request for Payment
2. Form of Confirmation Notice
3. Form of Legal Opinion
4. List of Contacts

⁸ OJ L 257, 28.8.2014, p. 73

FOR THE EUROPEAN UNION

as Lender

Done in Brussels on 29. November 2024.

[name] Johannes Hann

Commissioner

Signature:

FOR THE REPUBLIC OF SERBIA

as Borrower

Done in Belgrade on 28. November 2024.

Siniša Mali

First Deputy Prime Minister and Minister of
Finance of the Republic of Serbia

Signature:

FOR THE NATIONAL BANK OF SERBIA

as Agent to the Borrower

Jorgovanka Tabaković

Governor

Signature:

ANNEX 1 (a)**FORM OF REQUEST FOR PAYMENT**

[on letterhead of the Borrower]

[date]

European Commission
Directorate-General for the Budget
Unit E-3: Borrowing and Lending operations
Attn.: Head of Unit
L-2920 Luxembourg

Subject: European Union Reform and Growth Facility for the Western Balkans

Request for Payment for Loan Instalment (Allocated Percentage)

Dear Sir/Madam,

We refer to Regulation (EU) 2024/1449, notably Article 21 thereof, and the Loan Agreement (the "**Loan Agreement**") dated [date of signature by the Borrower] between the European Union, represented by the European Commission (the "**Lender**"), and the Republic of Serbia (the "**Borrower**"). Terms defined in the Loan Agreement shall have the same meaning herein.

We confirm that the relevant qualitative and quantitative steps set out in the Commission Implementing Decision have been satisfactorily fulfilled and we hereby request the disbursement of EUR [a maximum of the amount that the Borrower must further transfer to the EWBJF as set out in the Commission Implementing Decision. We have provided the due justification of this payment request. We confirm that measures related to previously satisfactorily fulfilled qualitative and quantitative steps have not been reversed⁹.

We will provide a copy of the Contribution Arrangement covering the Loan Instalment and we shall transfer the Loan Instalment to the EWBJF upon receipt of a payment request from the Fund Managers.

1. We hereby irrevocably request that Loan Instalments be disbursed under and in accordance with the Loan Agreement upon the following terms:

⁹ For the first request for payment, please delete this sentence.

- a. Total principal amount of the Loan Instalment: up to EUR [xxx = maximum of the loan amount that the Borrower must further transfer to the EWBJF as set out in the Commission Implementing Decision.
 - b. We request a Cost of Funding, Cost of Liquidity Management and Cost of Service for the Loan Instalment based on the Cost Allocation Methodology.
 - c. The Maturity Date of the Loan Instalment shall not exceed 40 years with amortised repayment of principal starting after a grace period of 10 years.
 - d. The Loan Instalment shall be disbursed in one instalment or several Tranches.
2. We acknowledge and agree that the Disbursement shall be in accordance with and subject to:
- a. the Lender being satisfied at all times that the corresponding funds are available to it from counterparties in the international capital markets on terms and conditions that are acceptable to it;
 - b. the Lender having previously obtained through Funding Instruments the funds requested in this Request for Payment. We irrevocably undertake to pay any fees, costs and expenses, including if applicable breakage costs and Cost of Liquidity Management, calculated according to the Cost Allocation Methodology. We irrevocably undertake to bear the costs of implementation and any fees due in respect of the implementation of the EWBJF in accordance with its General Conditions;
 - c. the issue by the Lender, in due course, of a Confirmation Notice
 - d. the Lender having received from the Borrower a copy of a signed Contribution Arrangement, covering the same amount of this Request for Payment.
3. We confirm that:
- The list of authorised signatories sent on behalf of the Borrower by the Minister of Finance on [date] remains valid and applicable.
 - No event has occurred that would render incorrect any statement made in the Legal Opinion issued on [date].
 - No Event of Default has occurred.

[Authorised signature]

Copy to:

The National Bank of the Borrower

ANNEX 1 (b)

FORM OF REQUEST FOR PAYMENT

[on letterhead of the Borrower]

[date]

European Commission
Directorate-General for the Budget
Unit E-3: Borrowing and Lending operations
Attn.: Head of Unit
L-2920 Luxembourg

Subject: European Union Reform and Growth Facility for the Western Balkans

Request for Payment for Loan Instalment Dear Sir/Madam,

We refer to Regulation (EU) 2024/1449, notably Article 21 thereof, and the Loan Agreement (the "**Loan Agreement**") dated [date of signature by the Borrower] between the European Union, represented by the European Commission (the "**Lender**"), and the Republic of Serbia (the "**Borrower**"). Terms defined in the Loan Agreement shall have the same meaning herein.

We confirm that the relevant qualitative and quantitative steps set out in the Commission Implementing Decision have been satisfactorily fulfilled and we hereby request the disbursement of EUR [a maximum of the amount that the Borrower must not further transfer to the EWBJF as set out in the Commission Implementing Decision. We have provided the due justification of this payment request. We confirm that measures related to previously satisfactorily fulfilled qualitative and quantitative steps have not been reversed¹⁰.

1. We hereby irrevocably request that Loan Instalments be disbursed under and in accordance with the Loan Agreement upon the following terms:
 - a. Total principal amount of the Loan Instalment: up to EUR [xxx = maximum of the loan amount that the Borrower must not further transfer to the EWBJF as set out in the Commission Implementing Decision.
 - b. We request a Cost of Funding, Cost of Liquidity Management and

¹⁰ For the first request for payment, please delete this sentence.

Cost of Service for the Loan Instalment based on the Cost Allocation Methodology.

- c. The Maturity Date of the Loan Instalment shall not exceed 40 years with amortised repayment of principal starting after a grace period of 10 years.
 - d. The Loan Instalment shall be disbursed in one instalment or several Tranches.
2. We acknowledge and agree that the Disbursement shall be in accordance with and subject to:
- a. the Lender being satisfied at all times that the corresponding funds are available to it from counterparties in the international capital markets on terms and conditions that are acceptable to it;
 - b. the Lender having previously obtained through Funding Instruments the funds requested in this Request for Payment. We irrevocably undertake to pay any fees, costs and expenses, including if applicable breakage costs and Cost of Liquidity Management, calculated according to the Cost Allocation Methodology. We irrevocably undertake to bear the costs of implementation and any fees due in respect of the implementation of the EWBIF in accordance with its General Conditions;
 - c. the issue by the Lender, in due course, of a Confirmation Notice
3. We confirm that:
- The list of authorised signatories sent on behalf of the Borrower by the Minister of Finance on [date] remains valid and applicable.
 - No event has occurred that would render incorrect any statement made in the Legal Opinion issued on [date].
 - No Event of Default has occurred.

[Authorised signature]

Copy to:

The National Bank of the Borrower

ANNEX 2**FORM OF CONFIRMATION NOTICE**

EUROPEAN COMMISSION DIRECTORATE GENERAL
BUDGET
Asset and risk management
Borrowing and lending

[Insert Borrower's contact details]

Subject: Disbursement of a Loan Instalment or Tranche of EUR [xxx] under Regulation (EU) 2024/1449

Dear Sir or Madam,

We refer to the Loan Agreement dated [insert date of signature by the Borrower] between the European Commission (the "**Lender**") acting on behalf of the European Union, and the Republic of Serbia (the "**Borrower**") of a maximum amount of EUR [xxx] ("**the Loan Agreement**"). Terms defined in the Loan Agreement shall have the same meaning herein.

In line with the Request for Payment dated [insert date], the terms of the Disbursement are as follows:

| | |
|-----------------------------|---------------------------|
| Principal amount | EUR [xxx] |
| Net disbursement amount | EUR [xxx] |
| Disbursement Date | [insert date] |
| Maturity Date | [insert date] |
| Interest payment dates | Annually on [insert date] |
| First interest payment date | [insert date] |
| Due Dates | [insert date] |
| Interest period | [insert date] |

The applicable Day Count Convention is Actual/Actual (ICMA), following unadjusted unless otherwise specified.

According to Article 8(7) of the Loan Agreement, please find attached the payment schedule of the loan setting out the Due Dates and the amounts of repayment of principal.

EUROPEAN UNION

represented by

EUROPEAN COMMISSION

Annex: Loan payment schedule

Copy: National Bank of the Borrower

ANNEX 3

FORM OF LEGAL OPINION

MINISTRY OF JUSTICE OF THE REPUBLIC OF SERBIA

(to be issued on official letterhead of the Ministry of Justice of the Republic of Serbia)

[*place, date*]

European Commission
Directorate General for the Budget
Unit E-3 – Borrowing and Lending operations
L-2920 Luxembourg

Re: Loan Agreement between the European Union (as Lender) and the Republic of Serbia (as Borrower) and the National Bank of Serbia (as Agent to the Borrower) for a maximum amount of EUR [xxx]

Dear Sir or Madam,

In my capacity as the Minister of Justice, I refer to the above referenced Loan Agreement dated [*date of signature by the Borrower*] and its Annexes which constitute an integral part thereof (hereinafter together referred to as the “**Loan Agreement**”) between the European Union represented by the European Commission (hereinafter referred to as the “**Lender**”) and the Republic of Serbia (hereinafter referred to as the “**Borrower**”) and the National Bank of Serbia as Agent to the Borrower for a maximum amount of EUR [xxx].

I warrant that I am fully competent to issue this legal opinion in connection with the Loan Agreement on behalf of the Borrower.

I have examined originals or copies of the execution versions of the Loan Agreement. I have also examined the relevant provisions of national legislation and international law applicable to the Borrower and the National Bank of Serbia, the powers of signatories and such other documents as I have deemed necessary or appropriate. Furthermore, I have made such other investigations and reviewed such matters of law as I have considered relevant to the opinion expressed herein.

I have assumed (i) the genuineness of all signatures of the Lender and the conformity of all copies to originals, (ii) the capacity and power to enter into the Loan Agreement of, and their valid authorisation and signing by the Lender and (iii) the validity, binding effect and enforceability of the Loan Agreement on each Party under Union law and, solely where EU law is silent on a particular issue, Luxembourgish law.

Terms used and not defined in this opinion shall have the meaning set out in the

Loan Agreement.

This opinion is limited to the Republic of Serbia law as it stands at the date of this opinion.

Subject to the foregoing, I am of the opinion that:

1. With respect to the laws, regulations and legally binding decisions currently in force in the Republic of Serbia, the Borrower is by the execution of the Loan Agreement by Mr. Siniša Mali, First Deputy Prime Minister and Minister of Finance, validly and irrevocably committed to fulfil all of its obligations under it.
 2. The Borrower's execution, delivery and performance of the Loan Agreement: (i) have been duly authorised by all necessary consents, actions, approvals and authorisations; and (ii) do not violate any applicable regulation or ruling of any competent authority or any international agreement or treaty binding on it.
 3. Nothing in this Loan Agreement contravenes or limits the rights of the Borrower to make punctual and effective payment of any sum due for the principal, interest or other charges under the Loan Agreement.
 4. The Loan Agreement is in proper legal form under the Republic of Serbia law for enforcement against the Borrower. The enforcement of the Loan Agreement would not be contrary to mandatory provisions of the Republic of Serbia legislation, to the Republic of Serbia legal order, to international treaties or to generally accepted principles of international law binding on the Borrower.
 5. It is not necessary in order to ensure the legality, validity or enforceability of the Loan Agreement that it is filed, recorded, or enrolled with any court or authority in the Republic of Serbia.
 6. No taxes, duties, fees or other charges imposed by the Republic of Serbia or any taxing authority thereof or therein are payable in connection with the execution and delivery of the Loan Agreement and with any payment or transfer of principal, interest, commissions and other sums due under the Loan Agreement.
 7. No exchange control authorisations are required and no fees or other commission are to be paid on the transfer of any sum due under the Loan Agreement.
 8. The Governor of the National Bank of the Republic of Serbia, Ms. Jorgovanka Tabaković, was duly authorised by [insert basis of authorisation e.g. order of xx] to sign the Loan Agreement under [insert legal basis e.g. paragraph (x) of part [x] of Article [x] of the [e.g. Law on International Treaties] of the Republic of Serbia.
- The signature of the Loan Agreement by Ms. Jorgovanka Tabaković, Governor of the National Bank of the Republic of Serbia according to the Article 9, paragraph 2 and article 61, paragraph 1 of the Law on the National Bank of Serbia (RS Official Gazette, Nos 72/2003, 55/2004, 85/2005 – other law, 44/2010, 76/2012, 106/2012, 14/2015, 40/2015 – Constitutional Court decision and 44/2018), legally and validly binds the National Bank of Serbia.
9. The choice of Union law and, solely where EU law is silent on a particular

issue, Luxembourgish law as governing law for the Loan Agreement is a valid choice of law binding the Borrower and the National Bank of Serbia in accordance with the Republic of Serbia law.

10. In accordance with Article 20 of this Agreement, the Borrower has legally, effectively and irrevocably submitted to the exclusive jurisdiction of the Court of Justice of the European Union in connection with the Loan Agreement and any judgement of this court would be conclusive and enforceable in the Republic of Serbia.
11. Neither the Borrower nor any of its property are immune on the grounds of sovereignty or otherwise from jurisdiction, attachment – whether before or after judgement or execution in respect of any action or proceeding relating to the Loan Agreement.
12. The Loan Agreement on execution comply with all domestic constitutional requirements for the Loan Agreement be operative as a matter of Republic of Serbia law and to be binding on the Borrower and the National Bank of Serbia and have been made in accordance with the Republic of Serbia legislation.
13. The Loan Agreement has been validly ratified by adoption of [*insert reference to national law*], which has entered into force on [*insert date*], or following another applicable internal procedure pursuant to its legal order, consisting of [*insert the procedure provided by the national law*].
14. In conclusion, the Loan Agreement has been duly executed on behalf of the Borrower and all the Borrower's obligations in relation to the Loan Agreement are valid, binding and enforceable in accordance with their terms and nothing further is required to give effect to the same.
15. Attached hereto are unofficial English translations of the relevant provisions of the applicable the Republic of Serbia legislation on the basis of which the above opinion is issued. Such legislation is in full force and effect at the date of this opinion.

Minister of Justice of the Republic of Serbia

ANNEX 4
LIST OF CONTACTS

For the Lender:

European Commission
Directorate-General for the Neighbourhood & Enlargement Negotiations
Unit D-2 "Montenegro, Serbia"
Attn: Head of Unit
1040, Bruxelles

Jiri Plecity
Jiri.PLECITY@ec.europa.eu

Alessandro Cascavilla
Alessandro.cascavilla@ec.europa.eu

European Commission
Directorate-General for the Budget –
Unit E-3 "Borrowing and Lending operations"
Attn: Head of Unit
L-2920 Luxembourg

Christian Engelen
Christian.ENGELEN@ec.europa.eu

Thilo Sarre
Thilo.SARRE@ec.europa.eu

For the Borrower:

Ministry of Finance of the Republic of Serbia
For the attention of:
Mr Sinisa Mali, First Deputy Prime Minister and Minister of Finance
Kneza Miloša 20, Belgrade, 11000
Republic of Serbia
kabinet@mfin.gov.rs; uprava@javnidug.gov.rs

Ministry of Finance of the Republic of Serbia
For the attention of:
Mr. Gojko Stanivuković, State Secretary
Kneza Miloša 20, Belgrade, 11000
Republic of Serbia
gojko.stanivukovic@mfin.gov.rs

With copy to:

National Bank of Serbia
For the attention of:
Governor or Deputy Governors
Kralja Petra 12, 11000 Belgrade

INSTRUMENT ZA REFORMU I RAST ZA ZAPADNI BALKAN

SPORAZUM O ZAJMU

između

EVROPSKE UNIJE

**koju predstavlja Evropska komisija
kao Zajmodavca**

I

**REPUBLIKE SRBIJE
kao Zajmoprimca**

i

**NARODNE BANKE SRBIJE
kao Fiskalnog agenta Zajmoprimca**

2024. godine

Ovaj Sporazum o zajmu je sačinjen od strane i između **Evropske unije**, koju predstavlja Evropska komisija,

kao Zajmodavca,

i

Republike Srbije, koju predstavlja prvi potpredsednik Vlade i ministar finansija,

kao Zajmoprimca,

i

Narodne banke Srbije, koja postupa kao fiskalni agent Zajmoprimca, koju predstavlja Guverner Narodne banke Srbije,

u daljem tekstu zajedno „Strane” i svaka pojedinačno „Strana”.

PREAMBULA

S obzirom na sledeće:

- (1) Uredba (EU) 2024/1449 Evropskog parlamenta i Saveta („**Uredba (EU) 2024/1149**”), uspostavlja „Instrument za reformu i rast za Zapadni Balkan” („**Instrument**”)¹ za pružanje podrške procesu proširenja ubrzavanjem usklađivanja sa pravnim tekovinama Unije, ubrzavanje regionalne ekonomske integracije, kao i socio-ekonomske konvergencije sa EU.
- (2) Podrška u okviru Instrumenta se pruža nakon što Komisija odobri, u skladu sa članom 15. Uredbe (EU) 2024/1449, Reformsku agendu koju je podneo Zajmoprimac („**Reformska agenda**”), kojom su određene reforme koje će zemlja korisnica preduzeti, kao i oblasti investiranja. Reformska agenda treba da obezbedi sveobuhvatni okvir za postizanje ciljeva Instrumenta, na osnovu, između ostalog, sporazuma o instrumentu i sporazuma o zajmu koji će biti zaključeni između Unije i Zajmoprimca.
- (3) U skladu sa članovima 11, 12. i 13. Uredbe (EU) 2024/1449, Zajmoprimac je pripremio i podneo Komisiji Reformsku agendu 4. oktobra 2024. godine. U skladu sa članovima 14. i 15. Uredbe (EU) 2024/1449, Komisija je ocenila relevantnost, sveobuhvatnost i primerenost Reformske agende i odobrila je odlukom o sprovođenju 23. oktobra 2024. godine² („**Odluka o sprovođenju**”).
- (4) U skladu sa Uredbom (EU) 2024/1449, na osnovu Odluke o sprovođenju, Komisija je odobrila ukupan maksimalan iznos finansijskog doprinosa do 1.131.090.929,77 evra kao kreditnu podršku vezanu za zadovoljavajuće ispunjenje uslova plaćanja (kvalitativni i kvantitativni koraci) koji su utvrđeni u Reformskoj agendi, kao i preduslove i opšte uslova za isplatu navedene u

¹ Uredba (EU) 2024/1449 Evropskog parlamenta i Saveta od 14. maja 2024. godine o uspostavljanju Instrumenta za reformu i rast za Zapadni Balkan, OJ L, 2024/1449, 24.5.2024, str. 1.

² C(2024)7375, 23.10.2024. godine

članovima 5. i 12. Uredbe (EU) 2024/1149.

- (5) Kreditna podrška koja će se delimično sprovoditi kroz Investicioni okvir za Zapadni Balkan („**WBIF**”) biće isplaćena direktno trezoru Zajmoprimca. Zajmoprimac će izvršiti transfer 34,75% isplate zajma u Evropski zajednički fond za Zapadni Balkan.
- (6) (EWBJF) osnovan u okviru WBIF za prijem doprinosa donatora u skladu sa sporazumima o doprinosima koji će biti zaključeni između Zajmoprimca i Evropske banke za obnovu i razvoj i Evropske investicione banke („**Upravnici fonda**”) u skladu sa pravilima upravljanja fondom („EWBJF Opšti uslovi”).
- (7) U skladu sa članom 9. Uredbe (EU) 2024/1449, Evropska unija je zaključila sporazum o instrumentu („**Sporazum o instrumentu**”) sa Zajmoprimcem koji utvrđuje principe finansijske saradnje između Evropske unije i zemlje korisnice i detaljno utvrđuje odredbe koje se tiču, između ostalog, aktivnosti koje se odnose na upravljanje, kontrolu, nadzor, praćenje, ocenu, izveštavanje i reviziju finansijskih sredstava u okviru Instrumenta, kao i mere za sprečavanje, otkrivanje, istragu, ispravljanje i prijavljivanje nepravilnosti, prevare, korupcije i bilo koje druge nezakonite aktivnosti koje utiču na finansijske interese Unije i sukobe interesa, uključujući efektivnu istragu i krivično gonjenje krivičnih dela koja utiču na finansijske interese Unije, kao i da se izbegne dvostruko finansiranje.
- (8) U skladu sa članom 9(2) Uredbe (EU) 2024/1449, Sporazum o instrumentu će biti dopunjen sporazumom o zajmu u kome će biti utvrđene posebne odredbe za upravljanje i primenu finansijskih sredstava sa kojima raspolaže Zajmoprimac u obliku zajmova u okviru Instrumenta.
- (9) U skladu sa članom 9(3) Uredbe (EU) 2024/1449, finansiranje će biti odobreno Zajmoprimcu tek pošto predmetni Sporazum o instrumentu i sporazum o zajmu stupe na snagu.
- (10) U skladu sa članovima 12. i 21. Uredbe (EU) 2024/1449, isplata kreditne podrške će se obavljati u ratama, na osnovu zadovoljavajućeg ispunjavanja uslova plaćanja u obliku kvalitativnih i kvantitativnih koraka koji su utvrđeni u Odluci o sprovođenju i za koje je potrebno ispuniti preduslove i opšte uslove koji su utvrđeni u članovima 5. i 12. Uredbe (EU) 2024/1449.
- (11) U skladu sa članom 21(11) Uredbe (EU) 2024/1449, isplata sredstava zajma zavisi od dostupnosti finansijskih sredstava, a rata se može isplatiti u jednoj ili više tranši.
- (12) U skladu sa članom 20. Uredbe (EU) 2024/1449, zemlje korisnice sa Zapadnog Balkana mogu da zahtevaju, nakon što podnesu svoju Reformsku agendu, prefinansiranje u iznosu do 7% od ukupnog iznosa koji je predviđen u okviru Instrumenta, ako zemlje korisnice sa Zapadnog Balkana ispune preduslove i opšte uslove koji su utvrđeni u članovima 5. i 12. Uredbe (EU) 2024/1449. Prefinansiranje obuhvata nepovratnu finansijsku podršku i kreditnu podršku. Srazmerni deo prefinansiranja stavlja se na raspolaganje trezoru Republike Srbije.
- (13) Odlukom o sprovođenju utvrđuje se ukupna kreditna podrška u okviru Instrumenta u maksimalnom iznosu do 1.131.090.929,77 evra za

Zajmoprimca. U skladu sa članom 20. Uredbe (EU) 2024/1449, Zajmoprimac je podneo zahtev za predfinansiranje u visini od 79.176.365,08 evra kreditne podrške.

- (14) Na osnovu člana 9(4) Uredbe (EU) 2024/1449, sporazum o zajmu koji će biti zaključen između Komisije i Zajmoprimca predvideće sve obaveze Zajmoprimca u vezi sa saradnjom u cilju zaštite finansijskih interesa Unije u skladu sa članom 129. Uredbe (EU, Euratom) 2024/2509 Evropskog parlamenta i Saveta od 23. septembra 2024. godine o finansijskim pravilima koja se primenjuju na opšti budžet Unije³ („**Finansijska uredba**”).
- (15) Odredbe Finansijske uredbe koje se odnose na pružanje finansijske pomoći od strane Zajmodavca, primenjuju se na Zajam po ovom Sporazumu, osim ako u njihovom pogledu postoje odstupanja u Uredbi (EU) 2024/1449.
- (16) Strategija finansiranja Komisije („**Diverzifikovana strategija finansiranja**”), utvrđena u članu 224. Finansijske uredbe i uređena pravilima iz Odluke o sprovođenju (EU, Euratom) 2023/2825⁴, koja se menja i dopunjava ili zamenjuje u zavisnosti od slučaja, primenjuje se na pružanje finansijske pomoći u formi zajmova koja se obezbeđuje u okviru Instrumenta.
- (17) Komisija će, u ime Unije, izdavati obveznice, komercijalne zapise, kratkoročne blagajničke zapise ili bilo koje druge kratkoročne i/ili dugoročne finansijske instrumente („**Sredstva finansiranja**”) za finansiranje kreditne podrške koju zahteva Zajmoprimac.
- (18) U skladu sa recitalom 50. i članom 17. Uredbe (EU) 2024/1449, Komisija treba da ponudi zajmove po izuzetno povlašćenim uslovima, maksimalnog trajanja do 40 godina, pri čemu otplata glavnice počinje 2034. godine, u potpunosti u skladu sa načelima dobrog finansijskog upravljanja.
- (19) Uslovi svake isplate kreditne podrške se određuju u skladu sa Uredbom (EU) 2024/1449, Odlukom o sprovođenju, Reformskom agendom, Metodologijom za raspodelu troškova, Sporazumom o instrumentu i ovim Sporazumom o zajmu.
- (20) Odgovarajuće mere u vezi sa sprečavanjem i borbom protiv prevare, korupcije i drugih nepravilnosti koje utiču na Zajam će osigurati organi Zajmoprimca.

Na osnovu navedenog, Strane su se saglasile o sledećem:

Član 1 DEFINICIJE

U ovom Sporazumu o zajmu (uključujući njegove uvodne izjave), naredni izrazi imaju sledeća značenja:

- (1) „**Period dostupnosti**” znači period koji traje do datuma koji je utvrđen u članu 2(6) ovog Sporazuma o zajmu.
- (2) „**Alocirani procenat**” znači udeo jednak 34,75% kreditne podrške obezbeđene prema ovom Sporazumu o zajmu, koji je Zajmoprimac u obavezi

³ OJ L 239, 26.9.2024.

⁴ Odlukom o sprovođenju (EU, Euratom) 2023/2825 od 12. decembra 2023. godine.

da uplati u EWBJF (Evropski zajednički fond za Zapadni Balkan).

- (3) „**Zajmoprimac**” znači Republika Srbija.
- (4) „**Poslovni dan**” znači dan kada sistem plaćanja *TARGET2* može da se koristi za poslovanje.
- (5) „**Komisija**” znači Evropska komisija.
- (6) „**Potvrda o prihvatanju uslova**” znači pisano obaveštenje Zajmodavca Zajmoprimcu na obrascu iz Aneksa 2, u kome su utvrđeni konačni uslovi za Ratu zajma ili, u zavisnosti od slučaja, za tranšu Rate zajma.
- (7) „**Metodologija za raspodelu troškova**” znači Odluku o sprovođenju (EU, Euratom) 2024/1520 od 12. jula 2024. godine kojom se uspostavlja okvir za raspodelu troškova u vezi sa zaduživanjem i operacijama upravljanja dugom u okviru diverzifikovane strategije finansiranja⁵, koja se menja i dopunjava ili zamenjuje u zavisnosti od slučaja.
- (8) „**Sukob interesa**” u skladu sa članom 61. Finansijske uredbe, znači da je nepristrasno i objektivno vršenje funkcija lica uključenih u realizaciju finansijske podrške u okviru Instrumenta ugroženo iz razloga koji uključuju porodicu, emotivni život, političku ili nacionalnu pripadnost, ekonomski interes ili bilo koji drugi direktan ili indirektan lični interes. Sukob interesa uključuje situacije koje se mogu objektivno posmatrati kao sukob interesa.
- (9) „**Korupcija**” kao što je definisano u članu 4(2) Direktive (EU) 2017/1371 ili aktivna korupcija u smislu značenja člana 3. Konvencije o borbi protiv korupcije u koju su uključeni zvaničnici Evropskih zajednica ili zvaničnici država članica Evropske unije, uspostavljene Odlukom Saveta 26. maja 1997. godine ili ponašanje opisano u članu 2(1) Okvirne odluke Saveta 2003/568/JNA ili korupcije definisane u drugim primenljivim zakonima.
- (10) „**Troškovi održavanja investicione pozicije**” znači troškove održavanja investicione pozicije prema definiciji iz Metodologije za raspodelu troškova.
- (11) „**Troškovi finansiranja**” znači troškove finansiranja prema definiciji iz Metodologije za raspodelu troškova.
- (12) „**Troškovi upravljanja likvidnošću**” znači troškove upravljanja likvidnošću prema definiciji iz Metodologije za raspodelu troškova.
- (13) „**Troškovi usluga**” znači troškove usluga za administrativne režije prema definiciji iz Metodologije za raspodelu troškova.
- (14) „**Odluka o sprovođenju**” označava Odluku o sprovođenju od 23. oktobra 2024. godine po članu 15. Uredbe (EU) 2024/1449 o odobrenju Reformske agende koju je podneo Zajmoprimac.
- (15) „**Sporazum o doprinosima**” znači pisani sporazum zaključen između Zajmoprimca i Upravnika fonda EWBJF, kojim se utvrđuje iznos isplate Zajmoprimca EWBJF-u, valuta doprinosa, način na koji će biti izvršena uplata na račun Fonda i može da sadrži i druga administrativna pitanja po potrebi,

⁵ OJ L, 2024/1974, 18.7.2024.

koja su predviđena Opštim uslovima i koji će biti obrazložen u formi Aneksa A Opštim uslovima, prema potrebi. Sporazum o doprinosima takođe služi kao pridržavanje EBWJF Opštih uslova.

- (16) „**Isplata**” znači isplatu Rate zajma za predfinansiranje, Rate zajma ili Tranše Zajmoprimcu po ovom Sporazumu o zajmu.
- (17) „**Datum isplate**” znači, u vezi sa Isplatom, datum prenosa Neto iznosa isplate na račun koji je naznačen u članu 8. ovog Sporazuma o zajmu.
- (18) „**Dan dospeća**” znači svaki dan kada je neka isplata Zajmoprimca Zajmodavcu dospela prema ovom Sporazumu, uključujući svaki datum naveden u Potvrdi o prihvatanju uslova na koji će se izvršiti isplata glavnice, Troškova finansiranja, Troškova usluga i Troškova upravljanja likvidnošću.
- (19) „**Diverzifikovana strategija finansiranja**” znači strategija finansiranja Komisije koja je ustanovljena u članu 224. Finansijske uredbe i uređena pravilima iz Odluke o sprovođenju 2023/2825.
- (20) „**Prevremena nadoknada**” znači svaka dobrovoljna prevremena otplata ukupnog ili delimičnog iznosa Kreditnog aranžmana na inicijativu Zajmoprimca.
- (21) „**Prevremena otplata**” znači prevremena otplata Kreditnog instrumenta na zahtev Zajmodavca.
- (22) „**EBRD**” znači Evropska banka za obnovu i razvoj.
- (23) „**EIB**” znači Evropska investiciona banka.
- (24) „**Slučaj neispunjenja obaveza**” znači slučaj definisan u članu 13(1) ovog Sporazuma o zajmu.
- (25) „**ECB**” znači Evropska centralna banka.
- (26) „**EU**” znači Evropska unija.
- (27) „**Spoljno zaduženje**” znači svako zaduženje Zajmoprimca (i) koje je izraženo ili plativo u valuti koja nije zakonita valuta Zajmoprimca i (ii) koje nije prvobitno nastalo niti je preuzeto u skladu sa nekim sporazumom ili instrumentom koji je zaključen sa poveriocima ili izdat poveriocima, od kojih su svi ili značajna većina rezidenti Zajmoprimca ili subjekti koji imaju sedište ili glavno mesto poslovanja na teritoriji Zajmoprimca.
- (28) „**EWBJF**” znači Evropski zajednički fond za Zapadni Balkan osnovan u okviru Investicionog okvira za Zapadni Balkan za prijem doprinosa donatora u skladu sa Opštim uslovima EWBJF, koji su poslednji put odobreni Odlukom Komisije C(2023)4806 od 19. jula 2023. godine⁶.
- (29) „**Instrument**” znači Instrument za reformu i rast za Zapadni Balkan, koji je ustanovljen u Uredbi (EU) 2024/1449.

⁶ Odluka Komisije C(2023)4806 o dopuni Odluke Komisije C(2016)3610 konačna u vezi sa odobravanjem Opštih uslova Evropskog zajedničkog fonda za Zapadni Balkan, 19.7.2023.

- (30) „**Finansijska uredba**” znači Uredba (EU, Euratom) broj 2024/2509 Evropskog parlamenta i Saveta od 23. septembra 2024. godine o finansijskim pravilima koja se primenjuju na opšti budžet Unije.
- (31) „**Račun Fonda**” označava bankovni račun, koji otvara i održava EBRD, na koji će Zajmoprimac preneti doprinose Fondu i iz kojeg će EBRD isplaćivati sredstva Fonda, prema potrebi, u skladu sa EWBJF Opštim uslovima.
- (32) „**Sredstvo finansiranja**” znači obveznice, komercijalne zapise, kratkoročne blagajničke zapise ili bilo koje druge odgovarajuće kratkoročne i/ili dugoročne finansijske instrumente koje Komisija emituje u ime Unije u skladu sa Diverzifikovanom strategijom finansiranja za finansiranje kreditne podrške koju zahteva Zajmoprimac.
- (33) „**Sporazum o instrumentu**” znači sporazum o instrumentu zaključen između Evropske unije, koju predstavlja Komisija i Zajmoprimca u skladu sa članom 9. Uredbe (EU) 2024/1449.
- (34) „**Prevara**” znači prevara u smislu člana 3. Direktive (EU) 2017/1371 Evropskog parlamenta i Saveta i člana 1. Konvencije o zaštiti finansijskih interesa Evropskih zajednica u skladu sa Odlukom Saveta od 26. jula 1995. godine.
- (35) „**Upravnici Fonda**” znači, u kontekstu EWBJF, EBRD i EIB.
- (36) „**Opšti uslovi EWBJF**” znači skup odredbi koje regulišu upravljanje EWBJF, kojim se određuju uloge i odgovornosti, sastav, metode rada i sistemi odlučivanja u EWBJF, kako je prvobitno odobreno 7. novembra 2006. godine i kasnije izmenjeno 2. oktobra 2009. godine, 16. juna 2016. godine i 6. septembra 2023. godine, a koji po potrebi mogu biti dodatno izmenjeni ukoliko se ukaže potreba odlukom upravljačkih tela.
- (37) „**MMF**” znači Međunarodni monetarni fond.
- (38) „**Aranžman sa MMF-om**” znači svaki sporazum, program, instrument ili neki drugi finansijski aranžman između Zajmoprimca i MMF-a.
- (39) „**Datum plaćanja kamate**” znači svaki datum kada je kamata plativa prema Sporazumu o zajmu.
- (40) „**Kamatni period**” znači kamatni period prema definiciji iz Metodologije za raspodelu troškova.
- (41) „**Pravno mišljenje**” znači pravno mišljenje koje je izdalo Ministarstvo pravde Zajmoprimca na obrascu koji je utvrđen u Aneksu 3.
- (42) „**Zajmodavac**” znači Evropska unija.
- (43) „**Sporazum o zajmu**” znači ovaj sporazum o zajmu.
- (44) „**Rata zajma**” znači sume koje su predmet nekog Zahteva za plaćanje.
- (45) „**Kreditni aranžman**” znači kreditna podrška koju Komisija stavlja na raspolaganje Zajmoprimcu prema ovom Sporazumu o zajmu i u skladu sa

Odlukom o sprovođenju.

- (46) „**Događaj tržišnog poremećaja**” znači, u trenutku predloženog emitovanja Sredstava finansiranja, nastupanje događaja ili okolnosti koje utiču na nacionalne ili međunarodne finansijske, političke ili ekonomske uslove ili međunarodna tržišta kapitala ili devizne kurseve ili devizne kontrole za koje je verovatno da će, prema opravdanom stavu Zajmodavca, materijalno uticati na sposobnost Zajmodavca da postigne uspešno emitovanje, ponudu ili distribuciju Sredstava finansiranja po razumnoj ceni.
- (47) „**Datum dospeća**” znači dogovoreni datum za punu otplatu glavnice Rate zajma ili Tranše prema definicijama iz Potvrde o prihvatanju uslova.
- (48) „**Neto iznos isplate**” znači prihodi od Sredstva za finansiranje umanjeni za ukupan iznos kliringa predfinansiranja prema članu 6. ovog Sporazuma o zajmu u vezi sa bilo kojom Isplatom, čime se dobija iznos koji se isplaćuje Zajmoprimcu.
- (49) „**Rata zajma za predfinansiranje**” znači deo Kreditnog aranžmana koji se isplaćuje kao predfinansiranje kako je navedeno u članu 6. ovog Sporazuma o zajmu.
- (50) „**Reformska agenda**” znači Reformska agenda Zajmoprimca ili njena izmena i dopuna koju Komisija procenjuje i odobrava usvajanjem Odluke o sprovođenju.
- (51) „**Zahtev za isplatu**” znači zahtev Zajmoprimca za isplatu Rate Zajma u formi iz Aneksa 1(a) ili Aneksa 1(b).
- (52) „**TARGET2**” znači Transevropski automatizovani sistem bruto poravnanja ekspresnih prenosa u realnom vremenu, koji koristi jedinstvenu zajedničku platformu i koji je pokrenut 19. novembra 2007. godine.
- (53) „**Porez**” znači svaki porez, dažbina, uvozna carina, namet ili neka druga naknada ili odbitak slične prirode (uključujući svaku kaznu ili kamatu koja se plaća u vezi sa eventualnim neplaćanjem ili kašnjenjem u plaćanju istih).
- (54) „**Tranša**” znači deo Rate zajma za predfinansiranje ili Rate zajma.
- (55) „**WBIF**” znači Investicioni okvir za Zapadni Balkan (WBIF), zajednička inicijativa EU, finansijskih institucija, bilateralnih donatora i korisnika, u cilju poboljšanja harmonizacije i saradnje u investiranju za socio-ekonomski razvoj regiona i doprinos evropskoj perspektivi za Zapadni Balkan u skladu sa članom 12. Uredbe (EU) 2021/1529⁷.

Član 2 **PREDMET SPORAZUMA**

- (1) U ovom Sporazumu o zajmu su utvrđena prava i obaveze Strana i uslovi koji se primenjuju na kreditnu podršku koja je pružena u cilju zadovoljavajućeg načina ispunjenja uslova plaćanja Zajmoprimca koji su utvrđeni u Reformskoj agendi, koja je odobrena Odlukom o sprovođenju, kako bi ispunio preduslove i opšte uslove koji su utvrđeni u članovima 5. i 12. Uredbe (EU) 2024/1449.

⁷ Uredba (EU) 2021/1529 Evropskog parlamenta i Saveta od 15. septembra 2021. godine o uspostavljanju Instrumenta za predpristupnu pomoć (IPA III) (OJ L 330, 20.9.2021, str. 1.

- (2) U skladu sa Uredbom (EU) 2024/1449, Odlukom o sprovođenju, Metodologije za raspodelu troškova, Sporazuma o instrumentu i ovog Sporazuma o zajmu, Unija stavlja Zajmoprimcu na raspolaganje Kreditni aranžman u evrima, čiji je maksimalni zbirni iznos glavnice 1.131.090.929,77 EUR.
- (3) Kreditni aranžman se stavlja na raspolaganje u Ratama zajmova. Rate zajma se isplaćuju u jednoj ili više Tranši, prema izboru Zajmodavca.
- (4) Zajmoprimac će koristiti sve iznose koje je pozajmio u okviru Kreditnog aranžmana u skladu sa svojim obavezama po Reformskoj agendi, Sporazumom o instrumentu i ovom Sporazumu o zajmu.
- (5) Narodna banka Srbije deluje kao finansijski agent Zajmoprimca i ne snosi odgovornost ni za jednu finansijsku obavezu Zajmoprimca po ovom Sporazumu.
- (6) Zajam je izražen isključivo u evrima, koji je valuta obračuna i plaćanja. Period dostupnosti kreditne podrške traje od 1. januara 2024. godine do 31. decembra 2027. godine.

Član 3 DOSPEĆE

- (1) Maksimalno trajanje svake Isplate je 40 godina od datuma potpisivanja ovog Sporazuma o zajmu.
- (2) Otplata glavnice Isplate počinje 2034. godine i ravnomerno se raspoređuje u jednakim iznosima isplate tokom preostalog roka dospeća Isplate.

Član 4 ODGOVORNOST ZAJMOPRIMCA

- (1) Zajmoprimac je odgovoran za ispunjenje uslova plaćanja koji se odnose na kvalitativne i kvantitativne korake utvrđene Reformskom agendom odobrenom Odlukom o sprovođenju i za ispunjavanje na zadovoljavajući način preduslova i opštih uslova koji su utvrđeni u članu 5. i 12. Uredbe (EU) 2024/1449.
- (2) Zadovoljavajuće ispunjenje uslova plaćanje iz Reformske agende odobrenom Odlukom o sprovođenju pretpostavlja da Zajmoprimac nije poništio korake u vezi sa istim reformama za koje je Zajmoprimac postigao zadovoljavajuće ispunjenje u prethodnim odlukama.

Član 5 OBAVEZE ZAJMOPRIMCA U SPROVOĐENJU KORIŠĆENJA DELA ZAJMA PREKO WBIF

- (1) Zajmoprimac će se obavezati da transferiše Alocirani procenat u EWBJF.
- (2) Obaveze Zajmoprimca po osnovu ovog člana biće formalizovane kroz sporazume o doprinosima, u skladu sa članom 19 (2) Sporazuma o Instrumentu.
- (3) Zajmoprimac će zaključiti Sporazume o doprinosima u roku od tri meseca od usvajanja odluke o isplaćivanju Komisije u skladu sa članom 8(1) ovog Sporazuma.

- (4) Zajmoprimac će, u skladu sa Sporazumom o Instrumentu, dostaviti Komisiji kopije takvih Sporazuma o doprinosima, kao i bilo koje naknadne promene istih.
- (5) Zajmoprimac će dostaviti Komisiji dokaze o plaćanjima po osnovu svakog Sporazuma o doprinosima.

Član 6 PREDFINANSIRANJE

- (1) Zajmodavac isplaćuje iznos od 79.176.365,08 evra za predfinansiranje u jednoj ili više Tranši.
- (2) Udeo predfinansiranja koji se odnosi na Alocirani procenat, koji će biti stavljen na raspolaganje EWBJF i iznosi 27.513.786,87 evra, podleže odredbama člana 5. ovog Sporazuma.
- (3) Zajmoprimac priznaje i neopozivo pristaje:
 - a) Isplata Rate zajma za predfinansiranje zavisi od raspoloživosti sredstava, i, za udeo Alociranog procenta koji se odnosi na predfinansiranje iz stava 2. ovog člana na prijem potpisane kopije Sporazuma o doprinosima, koji pokriva ceo udeo Alociranog procenta koji se odnosi na predfinansiranje;
 - b) da se Troškovi finansiranja, Troškovi upravljanja likvidnošću i Troškovi usluga za Ratu zajma za predfinansiranje zasnivaju na Metodologiji za raspodelu troškova;
 - c) da su Datumi dospeća Rate zajma za predfinansiranje do 40 godina;
 - d) da se Rata zajma za predfinansiranje isplaćuje u jednoj ili nekoliko Tranši;
 - e) da će platiti sve naknade, troškove i rashode, uključujući, po potrebi, troškove raskida sporazuma i troškove održavanja investicione pozicije;
 - f) da će snositi troškove sprovođenja i bilo kojih naknada vezanih za sprovođenje EWBJF u skladu sa Opštim uslovima EWBJF.
- (4) Zajmodavac izdaje Zajmoprimcu Potvrdu o prihvatanju uslova, u kojoj su utvrđeni finansijski uslovi Rate zajma za predfinansiranje ili Tranše. Smatra se da je Zajmoprimac unapred prihvatio uslove Rate zajma za predfinansiranje ili Tranše koji su utvrđeni u Potvrdi o prihvatanju uslova.
- (5) Za predfinansiranje plaćeno u skladu sa stavom 1. ovog člana, iznos koji odgovara procentu koji je jednak odnosu preostalog predfinansiranja nad kojim nije izvršen kliring i preostalih iznosa Kreditnog aranžmana koji tek treba da budu isplaćeni, oduzima se od svake Isplate kako bi se obračunao Neto iznos isplate da bi se izvršio kliring predfinansiranja, sve dok kliring ne bude u potpunosti završen.
- (6) Na zahtev Zajmoprimca iznet u njegovom zahtevu za plaćanje, dodatni iznosi mogu da budu oduzeti od svake Isplate kako bi se ranije izvršio kliring predfinansiranja.
- (7) Iznosi predfinansiranja nad kojima nije izvršen kliring do 31. decembra 2027. godine ili ranije, na datum poslednje Isplate, smatraće se dospelim i naplativim. Komisija ima pravo da izvrši kompenzaciju tih iznosa u odnosu na svako potraživanje koje Zajmoprimac ima prema Zajmodavcu.

- (8) Svako predfinansiranje se deklariraše kao dospelo i plativo nakon smanjenja kreditne podrške ili zahteva za Prevrmenu otplatu u slučajevima koji su navedeni u članu 21(5) i članu 21(7) Uredbe (EU) 2024/1449. Član 13(3) ovog Sporazuma o zajmu će se primenjivati.

Član 7 ZAHTEV ZA PLAĆANJE I PROVERU USLOVA

- (1) Zajedno sa svakim zahtevom za isplatu sredstava u skladu sa Sporazumom o Instrumentu, Zajmoprimac će podneti dva Zahteva za isplatu, korišćenjem formulara iz Aneksa 1(a) i Aneksa 1(b) ovog Sporazuma, i:
- a. Zahtev za isplatu Rate kredita koji udeo u zajmu odgovara Alociranom procentu naznačenom u zahtevu za oslobađanje sredstava (Aneks 1(a)); i
 - b. Zahtev za isplatu Rate kredita koji pokriva preostali deo zajma naveden u istom zahtevu za oslobađanje sredstava (Aneks 1 (b)).
- (2) Zajmoprimac će obezbediti adekvatnu dokumentaciju kojom se opravdava Zahtev za isplatu, podnet u skladu sa ovim Sporazumom o zajmu, za svaki pojedinačan korak i u skladu sa izvorima provere predviđenim u Aneksu 1 Reformske agende i u skladu sa Sporazumom o Instrumentu.
- (3) Zajmoprimac će uložiti najveće napore da se pridržava indikativnog rasporeda zahteva za plaćanje koji je naveden u Odluci o sprovođenju. Konačni Zahtev za isplatu biće podnet do 30. septembra 2027. godine.
- (4) Procenu iz člana 21(2) Uredbe (EU) 2024/1449 vrši Zajmodavac na osnovu informacija koje je Zajmoprimac dostavio u skladu sa stavom 3. Zajmodavac može tražiti dodatne informacije i/ili vršiti provere i kontrole na licu mesta kako bi potvrdili završetak kvalitativnih i kvantitativnih koraka, uključujući nepovratnost prethodno zadovoljavajuće ispunjenih kvalitativnih i kvantitativnih koraka.

Član 8 POVLAČENJE SREDSTAVA, PREDUSLOVI I ISPLATA

- (1) Ne dovodeći u pitanje član 6. ovog Sporazuma o zajmu, svaka isplata Rate zajma zavisice od toga da li je Komisija usvojila odluku o oslobađanju sredstava u skladu sa članom 21(3) Uredbe (EU) 2024/1449 i biće ograničena na iznos koji je utvrđen u toj odluci.
- (2) Isplata se ne obavlja pre nego što:
- (a) Sporazum o Instrumentu stupi na snagu;
 - (b) Zajmodavac je primio zvanično obaveštenje u formi Pravnog mišljenja Zajmoprimca da su ispunjeni svi ustavni i zakonski uslovi za stupanje na snagu odredbi koje se odnose na kredite i validnu i neopozivu obavezu Zajmoprimca da ispuni sve obaveze iz ovog Sporazuma o zajmu, i;

(c) Zajmodavac je primio Zahtev za isplatu.
Zajmoprimac je neopozivo obavezan uslovima Zahteva za isplatu.

Tačka (c) prvog podstava se ne primenjuje na Ratu zajma za predfinansiranje.

- (3) Ne smatra se da je Zahtev za isplatu propisno popunjen ako ne sadrži sve informacije koje su navedene u Aneksu 1.
- (4) Nakon što Zajmoprimac podnese Zahtev za isplatu, obaveza Zajmodavca da plati Zajmoprimcu Neto iznos isplate Zajmoprimcu u vezi sa Ratom zajma u skladu sa ovim Sporazumom o zajmu zavisiće od sledećih uslova:
 - a. da nije nastupio događaj koji bi učinio bilo koju od izjava iz Pravnog mišljenja netačnom;
 - b. da je Zajmodavac od ministra finansija Zajmoprimca primio zvanični dokument u kome su navedena lica koja su ovlašćena da potpišu Zahtev za isplatu (i tako punovažno obavežu Zajmoprimca) i koji sadrži primerke potpisa tih lica;
 - c. dostupnost finansijskih sredstava;
 - d. da nije došlo do Događaja tržišnog poremećaja;
 - e. da nije došlo ni do kakve materijalno nepovoljne promene od datuma potpisivanja ovog Sporazuma o zajmu za koju je verovatno da bi, prema mišljenju Zajmodavca, nakon konsultacija sa Zajmoprimcem, značajno materijalno uticala na sposobnost Zajmoprimca da ispuni svoje obaveze plaćanja prema ovom Sporazumu, to jest, da servisira neku od Rata zajma koje će biti finansirane i da ih otplati;
 - f. da nije nastupio Slučaj neispunjenja obaveza koji nije rešen na način koji je zadovoljavajući za Zajmodavca;
 - g. kad Zahtev za isplatu pokrije Alocirani procenat, Zajmodavac je od Zajmoprimca primio kopiju potpisanog Sporazuma o doprinosima, koji pokriva isti iznos tog Zahteva za isplatu.
- (5) Rata zajma može da se isplati u jednoj ili više Tranši.
- (6) U skladu sa Uredbom (EU) 2024/1449 i Odlukom o sprovođenju, Zajmodavac će koristiti sva odgovarajuća Sredstva finansiranja da finansira iznos Rate zajma u skladu sa Diverzifikovanom strategijom finansiranja.
- (7) Zajmodavac će izdati Zajmoprimcu Potvrdu o prihvatanju uslova, u kojoj su utvrđeni finansijski uslovi Isplate. Smatra se da je Zajmoprimac unapred prihvatio uslove Rate zajma ili Tranše koji su utvrđeni u Potvrdi o prihvatanju uslova. Da bi se izbegla svaka sumnja, Zajmodavac nije obavezan da donese pozitivan sud o bilo kom zahtevu Zajmoprimca, u bilo kom trenutku, za izmenu nekog od finansijskih uslova Rate zajma ili Tranše.
- (8) Komisija će dati nalog ECB za transfer Neto iznosa isplate Rate zajma ili Tranše na Datum isplate na sledeći evro račun Zajmoprimca kod Deutsche Bundesbank, BIC: MARKDEFFXXX, IBAN DE81504000005040040250,

vlasnik računa: Narodna banka Srbije, u korist Ministarstva finansija Republike Srbije BIC NBSRRSBGXXX, IBAN RS35908504943019331464.

Uplata na ovaj bankovni račun oslobađa Zajmodavca od obaveze plaćanja prema ovom Sporazumu o zajmu u vezi sa odgovarajućom Isplatom.

- (9) Pravo Zajmoprimca da primi Ratu zajma ili Tranše prema ovom Sporazumu o zajmu ističe na kraju Perioda dostupnosti, nakon čega se svaki neisplaćeni iznos Kreditnog aranžmana smatra momentalno ukinutim, osim tranši Rata zajma za koje je Komisija donela odluku o oslobađanju pre tog datuma.

Član 9 IZJAVE, GARANCIJE I OBAVEZE

(1) Izjave

Potpisivanjem ovog Sporazuma, Zajmoprimac izjavljuje i garantuje Zajmodavcu da, na datum ovog Sporazuma o zajmu i na svaki Datum isplate:

- (a) svaka Rata zajma ili neka njena Tranša predstavlja neobezbeđenu, direktnu, bezuslovnu, nepodređenu i opštu obavezu Zajmoprimca i biće rangirana u najmanju ruku ravnopravno sa svim ostalim neobezbeđenim i nepodređenim zajmovima i obavezama Zajmoprimca koje nastaju na osnovu postojećeg ili budućeg Spoljnog zaduženja, pod uslovom da Zajmoprimac nema obavezu da izvrši jednaku ili podložnu isplatu(e) u bilo kom trenutku u vezi sa bilo kakvim drugim Spoljnim zaduženjem, a posebno nema obavezu da plati drugo Spoljno zaduženje u isto vreme ili kao uslov za plaćanje dospelih suma na osnovu Kreditnog aranžmana i obrnuto; i
- (b) Pravno mišljenje koje je dostavljeno u skladu sa Aneksom 3 je ispravno i tačno.

(2) Obaveze

Zajmoprimac se obavezuje, sve dok glavnica prema ovom Sporazumu o zajmu ne bude u potpunosti isplaćena i dok sve kamate i dodatni iznosi, ako ih ima, koji su dospeli prema ovom Sporazumu o zajmu ne budu u potpunosti plaćeni:

- (a) da koristi Neto iznos isplate svake Isplate u skladu sa Uredbom (EU) 2024/1449, u skladu sa Reformskom agendom, Sporazumom o Instrumentu, i svim povezanim uslovima koji važe u trenutku izdavanja Zahteva za isplatu;
- (b) da pribavi i održava na snazi sva ovlašćenja koja su neophodna za ispunjavanje njegovih obaveza prema ovom Sporazumu o zajmu;
- (c) da u svakom pogledu poštuje važeće zakone koji bi mogli da utiču na njegovu sposobnost da izvrši ovaj Sporazum o zajmu;
- (d) da plati sve naknade, troškove, režije i rashode, uključujući, po potrebi, troškove raskida sporazuma i Troškove upravljanja likvidnošću, koji su obračunati prema Metodologiji za raspodelu troškova;

- (e) u vezi sa Spoljnim zaduženjem, da prizna da Zajmodavac ima pravnu sposobnost, imunitete i privilegije identične onima koje se priznaju međunarodnim finansijskim institucijama;
- (f) da obezbedi da budu uspostavljene provere i mere koje su navedene u članu 15. ovog Sporazuma o zajmu;
- (g) sa izuzetkom tereta koji su nabrojani u sledećim podstavovima od (1) do (7):
 - (i) da ne obezbedi hipotekom, zalogom ili nekim drugim teretom na sopstvenoj imovini ili prihodima neko postojeće ili buduće Spoljno zaduženje ili neku garanciju ili odštetu koja je izdata u vezi sa tim, osim ako je Kreditni aranžman u isto vreme ravnomerno i srazmerno obezbeđen; i
 - (ii) da ne odobri nijednom drugom poveriocu ili nosiocu suverenog duga bilo kakav prioritet u odnosu na Zajmodavca.

Odobrovanje sledećih tereta ne predstavlja kršenje ovog člana 9:

- (1) tereti na bilo kojoj imovini koji su nastali kako bi se obezbedilo finansiranje za kupovnu cenu ili izgradnju te imovine i svako uklanjanje ili produženje važenja tog tereta, koji je ograničen na prvobitnu imovinu koja je njime pokrivena i koji obezbeđuje svako uklanjanje ili produženje važenja prvobitno obezbeđenog finansiranja; i
- (2) tereti na komercijalnim dobrima koji nastanu prilikom uobičajenih komercijalnih transakcija (i koji ističu najkasnije u roku od godinu dana), kako bi se finansirao uvoz ili izvoz takvih dobara u zemlju ili iz zemlje Zajmoprimca; i
- (3) tereti kojima je obezbeđeno ili predviđeno plaćanje Spoljnog zaduženja koje je nastalo isključivo kako bi se obezbedilo finansiranje za određeni investicioni projekat, pod uslovom da je imovina na koju se odnose ti tereti imovina koja je predmet tog projektnog finansiranja, ili koja predstavlja prihode ili potraživanja na osnovu projekta; i
- (4) svi drugi postojeći tereti na datum potpisivanja Sporazuma o zajmu, pod uslovom da ti tereti ostanu ograničeni na imovinu koja je trenutno obuhvaćena njima i imovinu koja postane obuhvaćena tim teretima prema ugovorima koji proizvode pravno dejstvo na datum potpisivanja ovog Sporazuma o zajmu (uključujući, da bi se izbegla svaka sumnja, kristalizaciju svake lebdeće zaloge koja je zaključena na datum ovog Sporazuma o zajmu), i dalje pod uslovom da je tim teretima obezbeđeno ili predviđeno plaćanje samo obaveza koje su obezbeđene ili predviđene na datum iz ovog sporazuma, ili neko refinansiranje tih obaveza; i
- (5) svi drugi zakonom propisani tereti i privilegije koje funkcionišu isključivo na osnovu zakona i koje Zajmoprimac ne može osnovano da izbegne; i

- (6) svaki teret kojim se obezbeđuju obaveze Zajmoprimca kod bilo kog centralnog depozitara hartija od vrednosti, kao što je *Euroclear* u uobičajenom toku poslovanja; i
- (7) svaki teret kojim se obezbeđuje zaduženost u iznosu manjem od 3 miliona EUR, pod uslovom da maksimalni zbirni iznos zaduženosti obezbeđen tim teretima nije viši od 50 miliona evra.

Izraz „finansiranje za određeni investicioni projekat“, kako je korišćen u članu 9, znači svako finansiranje nabavke, izgradnje ili razvoja svake imovine u vezi sa projektom ako subjekat koji pruža ta finansijska sredstva izričito pristane da smatra imovinu koja je finansirana i prihode koji će nastati korišćenjem te imovine, ili gubitkom te imovine ili štetom na toj imovini, kao glavni izvor otplate pozajmljenog novca.

Član 10 TROŠKOVI I IZDACI

- (1) U pogledu svake neizmirene Rate zajma, Zajmoprimac prebacuje na račun iz člana 12(3) ovog Sporazuma o zajmu u vezi sa svakom Ratom ili Tranšom zajma
- (a) na svaki Datum dospeća, iznos Troškova finansiranja;
 - (b) na svaki Datum dospeća, iznos Troškova usluga;
 - (c) na svaki Datum dospeća, iznos Troškova upravljanja likvidnošću.

- (2) Kamatni period i Datumi dospeća se za svaku Ratu ili Tranšu zajma utvrđuju u Potvrdi o prihvatanju uslova za tu Ratu ili Tranšu zajma i Zajmoprimac se o njima obaveštava.

Zajmodavac saopštava Zajmoprimcu iznos Troškova finansiranja, Troškova usluga i Troškova upravljanja likvidnošću što je pre moguće pre Datuma dospeća.

- (3) Troškovi koje je Zajmodavac imao po ovom Sporazumu o zajmu, a koji se pripisuju Zajmoprimcu, biće obračunati na osnovu cenovne formule koja se sastoji od Troškova finansiranja, Troškova usluga i Troškova upravljanja likvidnošću, koji će biti obračunati i fakturisani na osnovu primenljive Metodologije za raspodelu troškova.
- (4) Ne dovodeći u pitanje odredbe člana 13. ovog Sporazuma o zajmu, ako Zajmoprimac ne plati bilo koji iznos koji dospeva po ovom Sporazumu o zajmu na Datum dospeća, Zajmoprimac, pored toga, plaća Zajmodavcu zateznu kamatu na taj iznos (ili, u zavisnosti od slučaja, iznos koji je u tom trenutku dospeo i nije plaćen) od Datuma dospeća do datuma stvarne uplate u celosti, obračunatu u odnosu na uzastopne kamatne periode (svaki u trajanju koje Zajmodavac s vremena na vreme odabere, pri čemu prvi period počinje na relevantni Datum dospeća i, gde god je moguće, dužina tog perioda je jedna nedelja) na taj zakasneli iznos po višoj od sledećih stopa:
- (a) po godišnjoj stopi koja predstavlja zbir:
 - (i) 350 baznih poena, i

- (ii) stope koju primenjuje Evropska centralna banka za svoje glavne operacije refinansiranja, ili
- (b) 200 baznih poena preko Troškova finansiranja koji bi bili plativi da je iznos u docnji, tokom perioda neplaćanja, predstavljao Ratu zajma, ili
- (c) 0 baznih poena.

Sve dok traje neplaćanje, takva stopa se ponovo utvrđuje u skladu sa odredbama ovog stava (4) člana 10. na poslednji dan svakog takvog kamatnog perioda, i neplaćena kamata po članu 10. ovog sporazuma u vezi sa prethodnim kamatnim periodima dodaje se iznosu kamate koja dospeva na kraju svakog takvog kamatnog perioda. Zatezna kamata je odmah dospela i plativa.

- (5) Zajmoprimac se obavezuje da plati Zajmodavcu sve dodatne kamate, troškove i izdatke, uključujući pravne naknade, nastale i plative od strane Zajmodavca kao rezultat kršenja bilo koje obaveze iz ovog sporazuma o zajmu od strane Zajmoprimca. Da bi se izbegla svaka sumnja, plaćanje Zajmoprimca na bilo koji datum različit od Datuma dospeća smatraće se kršenjem obaveza otplate sredstava po ovom Sporazumu o zajmu.

Član 11 OTPLATA, SMANJENJE, SUSPENZIJA I OTKAZIVANJE

- (1) Zajmoprimac otplaćuje glavnice svake Isplate na Datum(e) dospeća i pod uslovima o kojima ga je Zajmodavac obavestio u relevantnoj Potvrdi o prihvatanju uslova.

Zajmoprimac prenosi dospeli iznos glavnice na račun naveden u članu 12(3) ovog Sporazuma o zajmu na Datum dospeća.

Bilo koji iznos glavnice koji je Zajmoprimac preneo radi isplate na račun naveden u članu 12(3) ovog Sporazuma o zajmu ne može biti ponovo zajmljen od strane Zajmoprimca po ovom Kreditnom aranžmanu.

- (2) Zajmodavac može da suspenduje ili otkaže neiskorišćenu Ratu ili Tranše zajma ako:
 - (a) Zajmoprimac iskaže nameru da više neće da povlači sredstva po osnovu Kreditnog Instrumenta; ili
 - (b) su se finansijske potrebe Zajmoprimca fundamentalno smanjile u poređenju sa početnim projekcijama; ili
 - (c) Zajmoprimac ne poštuje uslove Reformske agende, Sporazuma o Instrumentu, Sporazuma o doprinosima i/ili Sporazuma o zajmu;
 - (d) odluka Komisije o oslobađanju iz člana 8 (1) ovog Sporazuma o zajmu za neiskorišćenu Ratu zajma nije usvojena u Periodu dostupnosti;
 - (e) ako je Sporazum o Instrumentu suspendovan ili raskinut.

Član 12 PLAĆANJA

- (1) Sva plaćanja koja Zajmoprimac vrši realizuju se bez kompenzacije ili protivpotraživanja, bez ikakvog odbitka za ili na ime bilo kakvih poreza, provizija i bilo kojih drugih dažbina tokom celog trajanja ovog Sporazuma o zajmu.
- (2) Zajmoprimac izjavljuje da sve isplate i transferi prema ovom Sporazumu o zajmu, kao i sam Sporazum o zajmu, ne podležu nikakvom oporezivanju ili bilo kojoj drugoj dažbini, doprinosu ili taksu u zemlji Zajmoprimca i da im neće biti podložni tokom celog roka trajanja ovog Sporazuma o zajmu. Ako su pak Zajmoprimac ili Narodna banka Zajmoprimca po zakonu dužni da izvrše bilo kakve takve odbitke, Zajmoprimac će platiti neophodne dodatne iznose kako bi Zajmodavac u celosti primio iznose navedene u ovom Sporazumu o zajmu.
- (3) Sva plaćanja od strane Zajmoprimca se izvršavaju na Datum dospeća pre 11:00 časova po luksemburškom vremenu na račun Evropske komisije 4062990131 kod ECB, preko učesnika *TARGET2* sistema *SWIFT-BIC ECBFDEFFBAC* u korist krajnjeg korisnika *EUCOLULLXXX* ili na drugi račun koji Zajmodavac saopšti putem pisanog obaveštenja pre relevantnog Datuma dospeća.

Plaćanje izvršeno na Datum dospeća na taj račun oslobađa Zajmoprimca konkretne obaveze otplate.

- (4) Ukoliko Zajmoprimac u vezi sa bilo kojom od Rata zajma ili bilo kojom Tranšom zajma uplati iznos koji je manji od ukupnog iznosa koji dospeva i koji treba da uplati po ovom Sporazumu o zajmu, Zajmoprimac se ovim odriče svih prava koja bi mogao imati na raspoređivanje uplaćenog iznosa u odnosu na dospele iznose.

Iznos koji je tako uplaćen u pogledu Rate zajma ili bilo koje njene Tranše koristiće se za namirenje dospelih plaćanja u okviru te Rate zajma ili bilo koje njene Tranše sledećim redosledom:

- (a) *prvo* u odnosu na sve eventualne naknade, izdatke i obeštećenja;
- (b) *drugo* u odnosu na sve eventualne zatezne kamate utvrđene članom 10(4) ovog Sporazuma o zajmu;
- (c) *treće* u odnosu na kamatu;
- (d) *četvrto* u odnosu na glavnici,

pod uslovom da su ti iznosi dospeli ili u docnji za plaćanje na taj datum.

- (5) Svaki proračun i odluka od strane Zajmodavca prema ovom Sporazumu:
 - (a) donose se na komercijalno opravdan način; i
 - (b) osim u slučaju očigledne greške, obavezujući su za Zajmodavca i Zajmoprimca.
- (6) Primenjuje se Konvencija o radnim danima kako je navedeno u Potvrđi o prihvatanju uslova.

Član 13 SLUČAJEVI NEISPUNJENJA OBAVEZA

- (1) Zajmodavac može pisanim obaveštenjem Zajmoprimcu da proglasi iznos glavnice Kreditne linije odmah dospelim za plaćanje, zajedno sa obračunatom kamatom, i/ili da otkáže svaku neiskorišćenu Ratu zajma ili Tranšu ukoliko:
- (a) Zajmoprimac ne plati ili propusti da plati na relevantni Datum dospeća bilo koji iznos glavnice ili Troškova finansiranja ili Troškova usluga ili Troškova upravljanja likvidnošću, ili bilo koje druge iznose dospele po ovom Sporazumu o zajmu na njihov datum dospeća, bilo u celini ili delimično, na način kako je dogovoreno u ovom Sporazumu o zajmu, u pogledu bilo koje Rate ili Tranše zajma; ili
 - (b) Zajmoprimac propusti ili će propustiti da ispuni bilo koju obavezu iz ovog Sporazuma o zajmu osim one navedene u članu 13(1) (a) (uključujući obavezu iz člana 2(4) da koristi ovaj Kreditni aranžman u skladu sa uslovima Reformske agende, Sporazuma o Instrumentu i ovog Sporazuma o zajmu), i to kašnjenje traje tokom perioda od mesec dana nakon što Zajmodavac o ovome obavesti Zajmoprimca putem pisanog obaveštenja; ili
 - (c) Zajmodavac pošalje Zajmoprimcu izjavu o neispunjavanju obaveza u okolnostima kada nadležni sud proglasi obaveze Zajmoprimca neobavezujućim ili neizvršivim protiv Zajmoprimca prema ovom Sporazumu o zajmu ili ih nadležni sud proglasi nezakonitim; ili
 - (d) Zajmodavac pošalje Zajmoprimcu izjavu o neispunjavanju obaveza u okolnostima kada je (i) utvrđeno da je u vezi sa ovim Sporazumom o zajmu ili Sporazumom o Instrumentu, Zajmoprimac učestvovao u bilo kakvoj radnji prevare ili korupcije, ili bilo kojoj drugoj nezakonitoj aktivnosti koja nanosi štetu finansijskim interesima Zajmodavca ili (ii) kada je bilo koja izjava ili garancija Zajmoprimca u okviru ovog Sporazuma o zajmu ili Sporazumu o Instrumentu netačna, neistinita ili obmanjujuća i mogla bi, po mišljenju Zajmodavca, da ima negativan uticaj na kapacitet Zajmoprimca da ispuni svoje obaveze po ovom Sporazumu o zajmu ili na prava Zajmodavca prema Sporazumu; ili
 - (e) je bilo koji sporazum o zajmu između Zajmoprimca i Zajmodavca ili bilo koje institucije ili tela EU, bez obzira na iznos, predmet izjave o neispunjavanju obaveza ili postoji docnja obaveze plaćanja bilo koje vrste prema Zajmodavcu ili nekoj instituciji ili telu EU od strane Zajmoprimca, što dovodi do izjave o neispunjavanju obaveza; ili
 - (f) Zajmoprimac se ne pridržava uslova predviđenih Reformskom agendom odobrenom Odlukom o sprovođenju i/ili Sporazumom o Instrumentu i/ili Sporazumom o doprinosima i/ili je Sporazumom o Instrumentu raskinut;
 - (g) Odabrani investicioni projekat naveden u Sporazumu o doprinosima je otkazan ili Korisnik ne obezbedi dokaz o uplati zajedničkom fondu EWBJF;
 - (h) Zajmoprimac propusti da isplati ili neće isplatiti bilo koji iznos poziva na garanciju po osnovu bilo koje garancije kojom Zajmoprimac

garantuje Zajmodavcu ispunjenje obaveza plaćanja druge strane prema Zajmodavcu; ili

- (i) je Spoljno zaduženje Zajmoprimca, čija je ukupna glavница veća od 50 miliona evra, predmet izjave o neispunjavanju obaveza kako je definisano u bilo kom instrumentu koji reguliše ili dokazuje takvo zaduženje i kao rezultat te izjave dolazi do ubrzanja takvog zaduživanja ili do *de facto* moratorijuma na plaćanja; ili
 - (j) Zajmoprimac ne vrši blagovremene otkupe od MMF-a u vezi sa aranžmanom sa MMF-om i predmet je izjave o neispunjavanju obaveza; ili
 - (k) Zajmoprimac ne plaća značajan deo svog Spoljnog zaduženja kada dospe ili proglašuje ili uvede moratorijum na plaćanje svog Spoljnog zaduženja ili Spoljnog zaduženja koje je preuzeo ili garantovao.
- (2) Zajmodavac može, ali nije obavezan, da ostvari svoja prava iz ovog člana 13, a takođe može da ih ostvari samo delimično ne dovodeći u pitanje buduće ostvarivanje tih prava. Nikakvo odricanje se ne podrazumeva u pogledu bilo kakvog odlaganja pri ostvarivanju bilo kojih od ovih prava.
- (3) Zajmoprimac će nadoknaditi sve troškove, izdatke i naknade koje Zajmodavac plaća kao posledicu Prevmene otplate bilo koje Rate zajma ili Tranše prema ovom članu 13. Pored toga, Zajmoprimac plaća zateznu kamatu, kako je predviđeno u članu 10(4) ovog Sporazuma o zajmu, koja se obračunava od datuma kada je preostali iznos glavnice kreditne linije proglašen odmah dospelim za plaćanje, do datuma stvarne isplate u celosti.

Član 14. OBAVEZE U POGLEDU INFORMISANJA

- (1) Stupanjem na snagu ovog Sporazuma o zajmu, Zajmoprimac odmah dostavlja Zajmodavcu:
- (a) sve informacije u vezi sa svojim fiskalnim i ekonomskim stanjem koje Zajmodavac može opravdano da zatraži;
 - (b) sve informacije u vezi sa bilo kojim događajem za koji se opravdano može očekivati da će izazove Slučaj neispunjenja obaveza (i korake, ako ih ima, koji se preduzimaju da se to otkloni), uključujući sve relevantne informacije za procenu bilo kojih radnji ili aktivnosti prema članu 13(1) (d) (i) ovog Sporazuma o zajmu.
- (2) Zajmoprimac se obavezuje da odmah obavesti Zajmodavca ako nastane bilo kakav događaj koji bi učinio netačnom bilo koju izjavu datu u Pravnom mišljenju navedenom u Aneksu 3.
- (3) Na zahtev Komisije, prilikom pripreme izveštaja prema članu 25. Uredbe (EU) 2024/1449, Zajmoprimac podnosi Zajmodavcu izveštaje o korišćenju Kreditnog aranžmana.
- (4) Zajmodavac ima pravo da blokira bilo koju tranšu Rate zajma u slučaju da Zajmoprimac nije podneo Izjavu o upravljanju u skladu sa Aneksom B

Sporazuma o Instrumentu u vezi sa prethodnom tranšom Rate zajma i dokumente navedene u članu 14(10) i 14(11) Sporazuma o Instrumentu.

Član 15 OBAVEZE U VEZI SA INSPEKCIJAMA, SPREČAVANJEM PREVARA I REVIZIJAMA

- (1) Tokom sprovođenja Kreditnog aranžmana, Zajmodavac ima pravo da nadzire pouzdanost finansijskih aranžmana Zajmoprimca, administrativnih procedura i mehanizama interne i eksterne kontrole koji su od značaja za finansijsku pomoć.
- (2) U skladu sa članom 129(1) Finansijske uredbe, Zajmodavac, uključujući Evropsku kancelariju za borbu protiv prevara (*OLAF*), Evropski revizorski sud (*ECA*) i, po potrebi, Kancelariju evropskog javnog tužioca (*EPPO*), ima prava i pristup neophodan za vršenje svojih nadležnosti, uključujući pravo da pošalje svoje zastupnike ili propisno ovlašćene predstavnike da obave bilo kakvu tehničku ili finansijsku kontrolu ili istragu, uključujući provere i inspekcije na licu mesta (uključujući digitalne forenzičke postupke i ispitivanja) i revizije (uključujući revizije dokumenata i revizije na licu mesta) koje smatraju neophodnim u vezi sa upravljanjem ovim Kreditnim aranžmanom u cilju zaštite finansijskih interesa Zajmodavca.
- (3) Zajmoprimac dostavlja relevantne informacije i dokumente koji mogu biti zatraženi u svrhu takvih procena, istraga, kontrola ili revizija, i preduzima sve odgovarajuće mere da olakša rad lica koja su dobila nalog da ih sprovedu, uključujući davanje pristupa licima navedenim u stavu 2. ovog člana lokacijama i prostorijama u kojima se čuvaju relevantne informacije i dokumenti.
- (4) Zajmoprimac redovno proverava da li su finansijska sredstva koje je obezbedio Zajmodavac pravilno korišćena i obezbeđuje istragu i zadovoljavajući tretman svih slučajeva prevare, korupcije ili bilo kojih drugih nezakonitih aktivnosti u vezi sa upravljanjem Zajmom, stvarnih i onih na koje se sumnja, štetnih za finansijske interese EU. Svi takvi slučajevi, kao i mere u vezi sa tim koje preduzimaju nadležni nacionalni organi, uključujući pravne radnje za povraćaj sredstava obezbeđenih po ovom Sporazumu o zajmu, prijavljuju se Zajmodavcu bez odlaganja.
- (5) Zajmoprimac redovno proverava da li se iznosi pozajmljeni po Kreditnom aranžmanu koriste u skladu sa Reformskom agendom, Sporazumom o Instrumentu i ovim Sporazumom o zajmu, i obezbeđuje da na snazi budu odgovarajuće mere za sprečavanje nepravilnosti i prevare. U slučaju nepravilne ili nepropisne upotrebe iznosa pozajmljenih u okviru Kreditnog aranžmana, Zajmoprimac preduzima pravne mere za povraćaj tih iznosa.

Član 16 OBAVEŠTENJA

- (1) Sva obaveštenja u vezi sa ovim Sporazumom o zajmu smatraju se valjano datim ako su u pisanom obliku, uključujući i putem e-pošte, i poslata na adrese navedene u Aneksu 4 ovog Sporazuma o zajmu. Svaka strana će ažurirati adrese i obavestiti o tome drugu Stranu nakon što se isti povremeno izmene.

- (2) Obaveštenja stupaju na snagu danom prijema e-pošte ili pisma kojim su dostavljena.
- (3) Svi dokumenti, informacije i materijali koji se dostavljaju u skladu sa ovim Sporazumom o zajmu moraju biti na engleskom jeziku.
- (4) Svaka strana u ovom Sporazumu o zajmu će podneti drugoj, prema potrebi, spisak i deponovane potpise lica ovlašćenih da deluju u njeno ime po ovom Sporazumu o zajmu, odmah po potpisivanju ovog Sporazuma o zajmu. Isto tako, svaka Strana će ažurirati ovaj spisak i obavestiti drugu Stranu u ovom sporazumu nakon što se isti povremeno izmeni.

Član 17 RAZNO

Zajmoprimac nema pravo da ustupi ili prenese bilo koje od svojih prava ili obaveza po ovom Sporazumu o zajmu bez prethodne pisane saglasnosti Zajmodavca.

Član 18 ODGOVORNOST U SLUČAJU ŠTETE

Zajmodavac se ne smatra odgovornim za bilo kakvu štetu koju prouzrokuje Zajmoprimac ili bilo koja treća strana uključena u sprovođenje Reformske agende, nastalu kao posledica sprovođenja ovog Sporazuma o zajmu.

Član 19 IZMENE I DOPUNE

- (1) Svaka izmena i dopuna dogovorena između Strana sačinjava se u pisanoj formi i čini deo ovog Sporazuma o zajmu.
- (2) Izuzetno od člana 19(1), o promenama u detaljima računa uključenim u član 8(8) Zajmoprimac će pisanim putem obavestiti Zajmodavca na adresama navedenim u Aneksu 4 i koristiće se za Isplatu nakon prijema pismene potvrde Zajmodavca.

Član 20 MERODAVNO PRAVO I NADLEŽNOST

- (1) Ovaj Sporazum o zajmu i sve vanugovorne obaveze koje proizilaze iz ili u vezi sa njim se regulišu i tumače u skladu sa pravom Evropske unije, dopunjenim po potrebi luksemburškim pravom.
- (2) Strane se obavezuju da će svaki spor koji može nastati u vezi sa zakonitošću, valjanošću, tumačenjem ili izvršenjem ovog Sporazuma o zajmu predati u isključivu nadležnost Suda pravde Evropske unije u skladu sa članom 272. Ugovora o funkcionisanju Evropske unije.
- (3) Presude Suda pravde Evropske unije u potpunosti su obavezujuće i izvršne za Strane.
- (4) Zajmodavac može izvršiti bilo koju presudu dobijenu od Suda Evropske unije ili druga prava protiv Zajmoprimca pred sudovima Zajmoprimca u skladu sa

procedurama za priznanje i izvršenje odluka stranih sudova u skladu sa zakonodavstvom Zajmoprimca.

- (5) Zajmoprimac se ovim neopozivo i bezuslovno odriče svakog imuniteta na koji ima ili bi mogao da stekne pravo, u pogledu sebe ili svoje imovine, od sudskih postupaka u vezi sa ovim Sporazumom, uključujući, bez ograničenja, imunitet od tužbe, presude ili drugog naloga, od zaplena, hapšenja ili zabrana pre donošenja presude, kao i od sprovođenja i izvršenja nad njegovom imovinom, u meri koja nije zabranjena obaveznim odredbama.
- (6) Zajmodavac potvrđuje da Zajmoprimac ovaj Sporazum o zajmu smatra „Međunarodnim ugovorom” u smislu člana 2. Zakona o zaključivanju i izvršavanju međunarodnih ugovora Republike Srbije („Službeni glasnik RS”, broj 32/2013).

Član 21 DELIMIČNA NIŠTAVOST I NENAMERNE PRAZINE

- (1) Ako jedna ili više odredaba sadržanih u ovom Sporazumu o zajmu jeste ili postane u potpunosti ili delimično ništava, nezakonita ili nesprovodiva u bilo kom pogledu prema bilo kom važećem zakonu, važenje, zakonitost i sprovodivost preostalih odredbi sadržanih u ovom Sporazumu o zajmu ni na koji način time nisu pogođeni ili narušeni. Odredbe koje su u potpunosti ili delimično ništave, nezakonite ili nesprovodive tumače se i na taj način sprovode u skladu sa duhom i svrhom ovog Sporazuma o zajmu. Odredbe ovog člana ne dovode u pitanje član 13(1) (c) ovog Sporazuma o zajmu.
- (2) Preambula i Aneksi ovog Sporazuma o zajmu jesu i u daljem tekstu čine sastavni deo ovog Sporazuma o zajmu.

Član 22 STUPANJE NA SNAGU

- (1) Nakon potpisivanja od strane svih Strana, i nakon stupanja na snagu Sporazuma o Instrumentu, ovaj Sporazum o zajmu stupa na snagu na dan kada Zajmodavac primi zvanično obaveštenje u obliku Pravnog mišljenja sačinjenog u skladu sa Aneksom 3 ovog Sporazuma o zajmu od strane Zajmoprimca, da su ispunjeni svi ustavni i zakonski uslovi za stupanje na snagu ovog sporazuma o zajmu, kao i da su ispunjene sve važeće i neopozivo preuzete obaveze Zajmoprimca po ovom Sporazumu o zajmu.
- (2) Stupanje na snagu je najkasnije 6 meseci nakon potpisivanja Sporazuma o zajmu. Ako Sporazum o zajmu nije stupio na snagu do tog datuma, Strane Sporazuma o zajmu više nisu obavezane njime.
- (3) Potpisan ili elektronski potpisan primerak ovog Sporazuma o zajmu poslat bezbednom e-poštom, ili drugim bezbednim sredstvom elektronskog prenosa, smatra se da ima isto pravno dejstvo kao uručenje originalne potpisane kopije ovog Sporazuma o zajmu u sve svrhe.

Član 23 IZVRŠENJE SPORAZUMA

Ovaj sporazum o zajmu svaka Strana potpisuje u onoliko originalnih primeraka koliko ima Strana u Sporazumu, na engleskom jeziku, od kojih svaki primerak predstavlja originalni dokument.

Ovaj Sporazum o zajmu može biti potpisan u bilo kom broju primeraka. Svaki primerak se smatra originalnim dokumentom.

Sporazum o zajmu može biti potpisan kvalifikovanim elektronskim potpisom u smislu Uredbe (EU) br. 910/2014 Evropskog parlamenta i Saveta od 23. jula 2014. godine o elektronskoj identifikaciji i uslugama poverenja za elektronske transakcije na unutrašnjem tržištu i stavljanju van snage Direktive 1999/93/EZ.⁸

Član 24 ANEKSI

Aneksi ovog Sporazuma o zajmu čine njegov sastavni deo:

1. Obrazac Zahteva za plaćanje
2. Obrazac potvrde o prihvatanju uslova
3. Obrazac Pravnog mišljenja
4. Spisak kontakata

⁸ Sl. list broj *L* 257, 28.8.2014, str. 73.

ZA EVROPSKU UNIJU

kao Zajmodavca

Sačinjeno u Briselu, 29. novembra 2024.

[ime i prezime] Johanes Han

Komesar

Potpis:

ZA REPUBLIKU SRBIJU

kao Zajmoprimca

Sačinjeno u Beogradu, 28. novembra 2024.

Siniša Mali

Prvi potpredsednik i ministar finansija
Republike Srbije

Potpis:

ZA NARODNU BANKU SRBIJE

kao Fiskalnog agenta Zajmoprimca

Jorgovanka Tabaković

Guverner

Potpis:

ANEKS 1 (a)**OBRAZAC ZAHTEVA ZA PLAĆANJE**

[na memorandumu Zajmoprimca]

[datum]

Evropska komisija
Generalna direkcija za budžet
Jedinica E-3: Poslovi uzimanja i davanja zajmova
N/R: Šef jedinice
L-2920 Luxembourg

Predmet: Instrument Evropske unije za reformu i rast za Zapadni Balkan

Zahtev za plaćanje rate zajma (dodeljeni procenat)

Poštovani,

Pozivamo se na Uredbu (EU) 2024/1449, a posebno na njen član 21, kao i na Sporazum o zajmu („**Sporazum o zajmu**”) od [uneti datum potpisivanja Zajmoprimca] između Evropske unije, koju predstavlja Evropska komisija („**Zajmodavac**”), i Republika Srbija („**Zajmoprimac**”). Uslovi određeni u Sporazumu o zajmu imaju isto značenje i ovde.

Potvrđujemo da su uspešno ispunjeni svi kvalitativni i kvantitativni koraci predviđeni Odlukom o sprovođenju i stoga podnosimo zahtev za isplatu evra [maksimalni iznos zajma koji Zajmoprimac mora dalje preneti na EWBJF, a koji je propisan Odlukom o sprovođenju. Obezbedili smo adekvatno obrazloženje za ovo plaćanje. Potvrđujemo da mere vezane za prethodno ispunjenje kvalitativnih i kvantitativnih koraka nisu bile izmenjene⁹.

Obezbedićemo kopiju Sporazuma o doprinosima za ratu zajma i transferisaćemo ratu zajma u EWBJF nakon prijema zahteva Upravnika fonda.

1. Ovim neopozivo tražimo da se Rate zajma isplaćuju po i u skladu sa Sporazumom o zajmu pod sledećim uslovima:
 - a. Ukupan iznos glavnice Rate zajma: do EUR [hhh = maksimalni iznos zajma koji Zajmoprimac mora dalje preneti na EWBJF propisan Odlukom o sprovođenju za ovaj zahtev za plaćanje.
 - b. Tražimo Troškove finansiranja, Troškove upravljanja likvidnošću i Troškove usluga za Ratu zajma na osnovu Metodologije za raspodelu troškova.

⁹ Za prvi zahtev za isplatu, molimo izbrišite ovu rečenicu.

- c. Datum dospeća Rate zajma ne sme biti duži od 40 godina sa amortizovanom otplatom glavnice koja počinje nakon grejs perioda od 10 godina.
- d. Rata zajma se isplaćuje u jednoj rati ili u više Tranši.

2. Potvrđujemo i saglasni smo sa time da se Isplata vrši u skladu sa sledećim:

- a. da uslovi Zajmodavca u svakom trenutku budu ispunjeni budući da su mu odgovarajuća sredstva stavljena na raspolaganje od drugih Strana na međunarodnim tržištima kapitala pod uslovima i rokovima koji su za njega prihvatljivi;
- b. da je Zajmodavac prethodno putem Instrumenata finansiranja dobio sredstva tražena u ovom Zahtevu za isplatu. Neopozivo se obavezujemo da ćemo isplatiti sve naknade, troškove i izdatke, uključujući, ako je primenjivo, troškove raskida i Troškove upravljanja likvidnošću, izračunate u skladu sa Metodologijom za raspodelu troškova. Mi neopozivo prihvatamo da snosimo troškove sprovođenja i naknade vezane za sprovođenje EWBIF u skladu sa Opštim uslovima;
- c. izdavanje Potvrde o prihvatanju uslova od strane Zajmodavca u dogledno vreme.
- d. Zajmodavac je primio od Zajmoprimca kopiju potpisanog Sporazuma o doprinosima, koji pokriva isti iznos ovog Zahteva za plaćanje.

3. Potvrđujemo sledeće:

- da spisak ovlašćenih potpisnika, koji je u ime Zajmoprimca dostavio ministar finansija [datum], ostaje važeći i primenjiv;
- da nije nastupio nijedan događaj koji bi učinio netačnom bilo koju izjavu datu u Pravnom mišljenju izdatom na dan [datum];
- da nije došlo ni do jednog Slučaja nastupanja statusa neizmirenja obaveza.

[Potpis ovlašćenog lica]

Dostaviti kopiju:

Narodnoj banci Zajmoprimca

ANEKS 1 (b)

OBRAZAC ZAHTEVA ZA PLAĆANJE

[na memorandumu Zajmoprimca]

[datum]

Evropska komisija
Generalna direkcija za budžet
Jedinica E-3: Poslovi uzimanja i davanja zajmova
N/R: Šef jedinice
L-2920 Luxembourg

Predmet: Instrument Evropske unije za reformu i rast za Zapadni Balkan

Zahtev za plaćanje rate zajma Poštovani,

Pozivamo se na Uredbu (EU) 2024/1449, a posebno na njen član 21, kao i na Sporazum o zajmu („**Sporazum o zajmu**”) od [uneti datum potpisivanja Zajmoprimca] između Evropske unije, koju predstavlja Evropska komisija („**Zajmodavac**”), i Republike Srbije („**Zajmoprimac**”). Uslovi određeni u Sporazumu o zajmu imaju isto značenje i ovde.

Potvrđujemo da su uspešno ispunjeni svi kvalitativni i kvantitativni koraci predviđeni Odlukom o sprovođenju i stoga podnosimo zahtev za isplatu evra [maksimalni iznos zajma koji Zajmoprimac ne sme dalje preneti na **EWBJF**, a koji je propisan Odlukom o sprovođenju. Obezbedili smo adekvatno obrazloženje za ovo plaćanje. Potvrđujemo da mere vezane za prethodno ispunjenje kvalitativnih i kvantitativnih koraka nisu bile izmenjene¹⁰.

1. Ovim neopozivo tražimo da se Rate zajma isplaćuju po i u skladu sa Sporazumom o zajmu pod sledećim uslovima:
 - a. Ukupan iznos glavnice Rate zajma: do EUR [hhh = maksimalni iznos zajma koji Zajmoprimac ne sme dalje preneti na EWBJF propisan Odlukom o sprovođenju za ovaj zahtev za plaćanje.
 - b. Tražimo Troškove finansiranja, Troškove upravljanja likvidnošću i Troškove usluga za Ratu zajma na osnovu Metodologije za raspodelu troškova.
 - c. Datum dospeća Rate zajma ne sme biti duži od 40 godina sa amortizovanom otplatom glavnice koja počinje nakon grejs perioda od 10 godina.
 - d. Rata zajma se isplaćuje u jednoj rati ili u više Tranši.
2. Potvrđujemo i saglasni smo sa time da se Isplata vrši u skladu sa sledećim:

¹⁰ Za prvi zahtev za isplatu, molimo izbrišite ovu rečenicu.

- a. da uslovi Zajmodavca u svakom trenutku budu ispunjeni budući da su mu odgovarajuća sredstva stavljena na raspolaganje od drugih Strana na međunarodnim tržištima kapitala pod uslovima i rokovima koji su za njega prihvatljivi;
- b. da je Zajmodavac prethodno putem Instrumenata finansiranja dobio sredstva tražena u ovom Zahtevu za plaćanje. Neopozivo se obavezujemo da ćemo isplatiti sve naknade, troškove i izdatke, uključujući, ako je primenjivo, troškove raskida i Troškove upravljanja likvidnošću, izračunate u skladu sa Metodologijom za raspodelu troškova. Mi neopozivo prihvatamo da snosimo troškove sprovođenja i naknade vezane za sprovođenje EWBJF u skladu sa Opštim uslovima;
- c. izdavanje Potvrde o prihvatanju uslova od strane Zajmodavca u dogledno vreme.

3. Potvrđujemo sledeće:

- da spisak ovlašćenih potpisnika, koji je u ime Zajmoprimca dostavio ministar finansija [datum], ostaje važeći i primenjiv;
- da nije nastupio nijedan događaj koji bi učinio netačnom bilo koju izjavu datu u Pravnom mišljenju izdatom na dan [datum];
- da nije došlo ni do jednog Slučaja nastupanja statusa neizmirenja obaveza.

[Potpis ovlašćenog lica]

Dostaviti kopiju:

Narodnoj banci Zajmoprimca

ANEKS 2

OBRAZAC POTVRDE O PRIHVATANJU USLOVA



GENERALNA DIREKCIJA ZA BUDŽET EVROPSKE
KOMISIJE

Upravljanje imovinom i rizikom

Uzimanje i davanje zajmova

[Uneti kontakt podatke Zajmoprimca]

Predmet: Isplata Rate ili Tranše zajma od [xxx] EUR po Uredbi o Instrumentu za (EU) 2024/1449

Poštovani,

Pozivamo se na Sporazum o zajmu od [uneti datum potpisivanja Zajmoprimca] između Evropske komisije („**Zajmodavac**”), koja nastupa u ime Evropske unije, i Republike Srbije („**Zajmoprimac**”), u maksimalnom iznosu od EUR [xxx] („**Sporazum o zajmu**”). Uslovi definisani u Sporazumu o zajmu imaju isto značenje i ovde.

U skladu sa Zahtevom za plaćanje od [uneti datum], uslovi Isplate su sledeći:

| | |
|----------------------------|--|
| Glavnica | [xxx] EUR |
| Neto iznos isplate | [xxx] EUR |
| Datum isplate | [uneti datum] |
| Datum dospeća | [uneti datum] |
| Datumi plaćanja kamate | Na godišnjem nivou na dan [uneti datum] |
| Datum plaćanja prve kamate | [uneti datum] |
| Rokovi dospeća | [uneti datum] |
| Kamatni period | [uneti datum] |

Važeća Konvencija o brojanju dana predstavlja stvarne/stvarne (*ICMA*) dane, nakon nekorigovanih [osim ako nije određeno drugačije].

U skladu sa članom 8(7) Sporazuma o zajmu u prilogu je raspored otplate zajma u kome su navedeni Rokovi dospeća i iznosi otplate glavnice.

EVROPSKA UNIJA
koju zastupa
EVROPSKA KOMISIJA

Aneks: Raspored otplate zajma

Primerak: Narodnoj banci Zajmoprimca

ANEKS 3
OBRAZAC PRAVNOG MIŠLJENJA

MINISTARSTVO PRAVDE REPUBLIKE SRBIJE

(izdaje se na zvaničnom memorandumu Ministarstva pravde Republike Srbije)

[mesto, datum]

Evropska komisija
Generalna direkcija za budžet
Jedinica E-3 - Poslovi uzimanja i davanja zajmova
L-2920 Luxembourg

Odgovor: Sporazum o zajmu između Evropske unije (kao Zajmodavca) i Republike Srbije (kao Zajmoprimca) i Narodne banke Srbije (kao fiskalnog agenta Zajmoprimca) za maksimalni iznos od [xxx] EUR

Poštovani,

U svojstvu ministra pravde, pozivam se na gore navedeni Sporazum o zajmu od [datum potpisa Zajmoprimca] i njegove Aneксе koji čine njegov sastavni deo (u daljem tekstu zajedno: „**Sporazum o zajmu**“) između Evropske unije koju pretstavlja Evropska komisija (u daljem tekstu: „**Zajmodavac**“) i Republike Srbije (u daljem tekstu „**Zajmoprimac**“) i Narodne banke Srbije kao fiskalnog agenta Zajmoprimca za maksimalni iznos od EUR [hhh].

Garantujem da sam u potpunosti nadležan/na da izdam ovo pravno mišljenje u vezi sa Sporazumom o zajmu u ime Zajmoprimca.

Pregledao/la sam originale ili kopije izvršnih verzija Sporazuma o zajmu. Takođe sam ispitao/la relevantne odredbe nacionalnog zakonodavstva i međunarodnog prava koje se odnose na Zajmoprimca i Narodnu banku Srbije, ovlašćenja potpisnika i druge dokumente koje sam smatrao/la neophodnim ili odgovarajućim. Takođe, sproveo/la sam i druge istrage i ispitao/la sva pravna pitanja za koja sam smatrao/la da su relevantna za mišljenje koje je ovde iskazano.

Pretpostavio/la sam (i) autentičnost svih potpisa Zajmodavca i usklađenost svih kopija sa originalima, (ii) svojstvo i ovlašćenje za zaključivanje Sporazuma o zajmu i njihovu važeću autorizaciju i potpisivanje od strane Zajmodavca i (iii) važenje, obavezujući efekat i primenljivost Sporazuma o zajmu za svaku Stranu u skladu sa pravom Unije a, isključivo tamo gde pravo EU ne govori o određenom pitanju, u skladu sa luksemburškim pravom.

Izrazi koji se koriste a nisu definisani u ovom mišljenju imaju značenje dato u Sporazumu o zajmu.

Ovo mišljenje je ograničeno na važeći zakon Republike Srbije na datum ovog

mišljenja.

S obzirom na gore navedeno, moje mišljenje je sledeće:

1. U skladu sa zakonima, propisima i pravno obavezujućim odlukama koje su trenutno na snazi u Republici Srbiji, Zajmoprimac je zaključenjem Sporazuma o zajmu od strane gospodina Siniše Malog, prvog potpredsednika Vlade i ministra finansija, valjano i neopozivo posvećen ispunjavanju svih svojih obaveza na osnovu istog.
 2. Za potpisivanje, dostavljanje i izvršenje Sporazuma o zajmu od strane Zajmoprimca: (i) važe sva propisna ovlašćenja i sve neophodne saglasnosti, radnje, odobrenja i autorizacije; i (ii) njima se ne krši nijedan važeći propis ili odluka bilo kog nadležnog organa ili bilo koji međunarodni sporazum ili ugovor koji obavezuje Zajmoprimca.
 3. Ništa u ovom sporazumu o zajmu nije u suprotnosti niti ograničava prava Zajmoprimca da izvrši tačnu i efektivnu isplatu bilo kog dospelog iznosa za glavnice, kamatu ili druge troškove prema Sporazumu o zajmu.
 4. Sporazum o zajmu je u odgovarajućoj pravnoj formi prema zakonu Republike Srbije za izvršenje u odnosu na Zajmoprimca. Sprovođenje Sporazuma o zajmu nije u suprotnosti sa obaveznim odredbama zakona Republike Srbije, pravnim poretkom Republike Srbije, međunarodnim ugovorima ili opšteprihvaćenim principima međunarodnog prava koji obavezuju Zajmoprimca.
 5. Nije neophodno, da bi se obezbedila zakonitost, valjanost ili sprovodivost Sporazuma o zajmu, da bude zaveden, evidentiran ili upisan u bilo kom sudu ili organu u Republici Srbiji.
 6. Nikakvi porezi, dažbine, naknade ili drugi troškovi koji su izrečeni u Republici Srbiji ili od strane bilo kog njenog poreskog organa ne plaćaju se u vezi sa izvršenjem i realizacijom Sporazuma o zajmu, niti sa bilo kojim plaćanjem ili prenosom glavnice, kamate, provizija i drugih iznosa koji dospevaju prema Sporazumu o zajmu.
 7. Nisu potrebna nikakva ovlašćenja za kontrolu kursa i ne plaćaju se naknade ili druge provizije na prenos bilo kog iznosa dospelog prema Sporazumu o zajmu.
 8. Guverner Narodne banke Srbije, gospođa Jorgovanka Tabaković, propisno je ovlašćen od [uneti osnov za ovlašćenje, npr. nalog od xx] da potpiše Sporazum o zajmu na osnovu [uneti pravni osnov npr. stav (h) dela [h] člana [h] [npr. Zakon o međunarodnim ugovorima] Republike Srbije.
- Potpisivanje Sporazuma o zajmu od strane gospođe Jorgovanke Tabaković, guvernera Narodne banke Srbije prema članu 9, stav 2 i članu 61, stav 1 Zakona o Narodnoj banci Srbije („Službeni glasnik Republike Srbije”, br 72/2003, 55/2004, 85/2005 – dr. zakon, 44/2010, 76/2012, 106/2012, 14/2015, 40/2015 – odluka US i 44/2018), pravno i važeće obavezuje Narodnu banku Srbije.
9. U pogledu izbora prava Unije i, isključivo tamo gde pravo EU ne razmatra određeno pitanje, luksemburško pravo kao merodavno pravo za Sporazum o zajmu je važeći izbor zakona koji obavezuje Zajmoprimca i Narodnu banku

Srbije u skladu sa zakonom Republike Srbije.

10. U skladu sa članom 20 ovog Sporazuma, Zajmoprimac pravno, efektivno i neopozivo priznaje isključivu nadležnost Suda pravde Evropske unije u vezi sa Sporazumom o zajmu i svaka presuda ovog suda je konačna i izvršna u Republici Srbiji.
11. Ni Zajmoprimac ni bilo koja njegova imovina nemaju imunitet na osnovu suvereniteta ili na drugi način u odnosu na nadležnost, na zaplene – bilo pre ili posle presude ili izvršenja u vezi sa bilo kojom radnjom ili postupkom u vezi sa Sporazumom o zajmu.
12. Sporazum o zajmu koji se potpisuje je u skladu sa svim nacionalnim ustavnim zahtevima koje Sporazum o zajmu mora da ispunjava da bi bio operativan po pitanju zakona Republike Srbije i da bi bio obavezujući za Zajmoprimca i Narodnu banku Srbije i sačinjen je u skladu sa zakonodavstvom Republike Srbije.
13. Sporazum o zajmu je važeće ratifikovan usvajanjem [*uneti poziv na nacionalno pravo*], koji je stupio na snagu [*uneti datum*], ili nakon neke druge važeće interne procedure u skladu sa njenim pravnim poretkom, koja se sastoji od [*uneti proceduru predviđenu nacionalnim pravom*].
14. U zaključku, Sporazum o zajmu je propisno potpisan u ime Zajmoprimca i sve obaveze Zajmoprimca u vezi sa Sporazumom o zajmu su važeće, obavezujuće i izvršne u skladu sa njegovim uslovima i ništa više nije potrebno da bi isti stupio na snagu.
15. U prilogu su nezvanični prevodi na engleski jezik relevantnih odredbi važećeg zakonodavstva Republike Srbije na osnovu kojih je izdato gore navedeno mišljenje. Ovo zakonodavstvo je na snazi na dan donošenja ovog mišljenja.

Ministar pravde Republike Srbije

ANEKS 4

SPISAK KONTAKATA

Za Zajmodavca:

Evropska komisija
Generalna direkcija za susedstvo i pregovore o proširenju
Jedinica D-2 „Crna Gora, Srbija”
N/R: Šef jedinice
1040, Bruxelles

Jiri Plecity
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Alessandro Cascavilla
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Evropska komisija
Generalna direkcija za budžet
Jedinica E-3: „Poslovi uzimanja i davanja zajmova”
N/R: Šef jedinice
L-2920 Luxembourg

Christian Engelen
Christian.ENGELEN@ec.europa.eu

Thilo Sarre
Thilo.SARRE@ec.europa.eu

Za Zajmoprimca:

Ministarstvo finansija Republike Srbije
Na ruke:
Gospodin Siniša Mali, prvi potpredsednik Vlade i ministar finansija
Kneza Miloša 20, Beograd, 11000
Republika Srbija
kabinet@mfin.gov.rs; uprava@javnidug.gov.rs

Ministarstvo finansija Republike Srbije
Na ruke:
Gospodin Gojko Stanivuković, državni sekretar
Kneza Miloša 20, Beograd, 11000
Republika Srbija
gojko.stanivukovic@mfin.gov.rs

Poslati primerak:

Narodnoj banci Srbije

Na ruke:
Guverneru ili zamenicima guvernera
Kralja Petra 12, 11000 Beograd

Član 3.

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