

Z A K O N

O POTVRĐIVANJU OKVIRNOG UGOVORA O ZAJMU ZAKLJUČENOG IZMEĐU REPUBLIKE SRBIJE I BANKE ZA RAZVOJ SAVETA EVROPE

Član 1.

Potvrđuje se Okvirni ugovor o zajmu zaključen između Republike Srbije i Banke za razvoj Saveta Evrope, potpisan 11. decembra 2008. godine.

Član 2.

Tekst Okvirnog ugovora u originalu na engleskom i prevodu na srpski jezik glasi:

F/P 1593 (2007)

FRAMEWORK LOAN AGREEMENT
between
COUNCIL OF EUROPE DEVELOPMENT BANK
and
REPUBLIC OF SERBIA

The **COUNCIL OF EUROPE DEVELOPMENT BANK**, International Organisation, Paris (hereinafter called the **CEB**), on the one hand,

and

The Republic of Serbia, (hereinafter called the **Borrower**), on the other hand

and

- Having regard to the application submitted by the Member Government of Serbia dated 10 April 2007,
- Having regard to the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe,
- Having regard to the Resolution of the Administrative Council of the CEB: 1495 (2006),
- Having regard to the Loan Regulations of the CEB dated June 2006 (hereinafter, the **Loan Regulations**).

HAVE AGREED UPON THE FOLLOWING:

Definitions

“Allocation of a Tranche” (hereinafter also **“Allocation”** or **“Allocated”**) means the commitment of a Tranche by the Borrower to the component parts of the Project (identified by means of a standard table appended to this Framework Loan Agreement) even if such Tranche has not yet been paid out for the Project

“Anticipated Project Completion Date” means the expected date of physical completion of the Project, as specified by the Borrower at the time of approval of the Project by the CEB’s Administrative Council or its Executive Committee, as indicated in Article 3.3

“Business Day” means a day on which the TARGET System (Trans-European Automated Real-time Gross Settlement Express Transfer System) is operating¹

“CEB Procurement Guidelines” means the Guidelines published on CEB website and referred to in the Resolution 1495 in the Document 2: Handbook for the Preparation and Monitoring of Projects, Appendix B “Principles for the procurement of goods, works and services”.

“Closing Date” means the date falling six months after the Anticipated Project Completion Date, as indicated in Article 3.3

¹ For currencies other than EURO: Definition of Business Day to be specified in the Disbursement Agreement

“**EURIBOR**” (Euro Interbank Offered Rate) is the rate at which euro interbank term deposits within the euro zone are offered by one prime bank to another prime bank. It is sponsored by the European Banking Federation, computed by Reuters and published every working day in Brussels at 11 a.m. on Reuters page EURIBOR01.

Final Beneficiary is the moral or legal entity or social group that benefits from the social effects of the Project

“**Modified Following Business Day Convention**” means a convention whereby if a specified date would fall on a day which is not a Business Day, such date would be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date would be the first preceding day that is a Business Day

“**Project Implementing Agencies (*hereinafter called the PIAs*)**” means the Project Manager who implements and manages the Project according to present Agreement, as defined in Article 4.1.2 hereinafter.

“**Projected State of Progress of Works**” means the ratio of eligible expenditures, for all the component parts of the Project, to total eligible cost of the project, where eligible expenditures include already-incurred expenditures as well as those that are expected to be incurred for a determined period of time not exceeding one year from the date of the monitoring report (as defined in Article 4.2.2. below)

“**State of Progress of Works**” means the ratio of already-incurred eligible expenditures, on all the component parts of the Project, to total eligible cost of the project

“**Tranche**” means an amount disbursed or to be disbursed from the Loan

Article 1. Conditions

The Loan is granted under the general conditions of the Loan Regulations and under the special conditions fixed by this framework loan agreement (*hereinafter the **Agreement***), its Appendices and its Side Letters (*hereinafter the **Side Letters***).

Article 2. The Project

The CEB grants to the Borrower, who accepts, a loan (*hereinafter **the Loan***) for the partial financing of F/P 1593 (2007) approved by the CEB's Administrative Council on 15 June 2007 and concerning the 2nd Phase - Rehabilitation works after the Spring 2006 Landslides in Serbia.

The Loan is granted by the CEB in consideration of the commitment that the Borrower is making to apply it solely to financing the project described in Appendix 1 (*hereinafter the **Project***), and to carry out such Project under the conditions which are detailed in said Appendix.

Any change to the way the Loan is applied that has not received the CEB's approval may lead to the suspension, cancellation or early reimbursement of the loan, under the terms of Articles 3.3, 3.5 and 3.6 of the Loan Regulations.

Article 3. The Loan

3.1. Financial conditions

The amount of the Loan granted is:

€ 20 000 000

Twenty Million Euros

It shall be disbursed in Tranches.

For each Tranche, the amount, the interest rate, the currency, the disbursement date, the repayment period and each party's accounts for remittance, shall be determined jointly by the Borrower and the CEB by fax.

A Side Letter which specifies these conditions shall be drawn up at the time of disbursement substantially in the form set out in Appendix 2.

3.2 CEB Contribution from the Selective Trust Account

The interest rate for each loan instalment will be subsidised through a donated contribution withdrawn from CEB's Selective Trust Account (hereinafter *the subsidy*). This subsidy cannot exceed EUR 2 000 000 for the total amount of the project approved by CEB's Administrative Council. However, in case the interest rate before subsidising would be below the rate of subsidy, the subsidy shall be equivalent to that rate. The interest rate for each loan instalment will be calculated based on CEB standard rate minus the subsidy. The subsidy will be applied proportionally on each tranche of the loan.

3.3. Disbursement

The CEB shall disburse the loan, in several installments. The amount of each Tranche shall be determined according to the State of Progress of Works.

The first disbursement must occur at the latest within 24 months following the approval date of the Project.

An advance installment of up to 50% of the approved loan amount shall be disbursed into a registered account which may be audited by the CEB. The CEB proceeds will be transferred upon request from PIA's in accordance with Project's monitoring requirements (see 4.1.2 hereinafter).

For each PIA, the subsequent Tranche can be disbursed only after the confirmation in writing to the CEB, subject to compliance with article 4.2.2 below, that 90% of the previous Tranche has been Allocated. Subsequent Tranches shall be calculated on the basis of the State of Progress of Works and – if deemed appropriate – of the Projected State of Progress of Works.

3.4. Anticipated Project Completion Date and Closing Date

The Anticipated Project Completion Date is 30 June 2010.

The Closing Date is 31 December 2010. From this date on, and upon notification by the CEB to the Borrower, no further drawdowns can be made by the Borrower.

3.5. Payment details

All amounts due by the Borrower under this Agreement are payable in the currency of each Tranche to the account number communicated by the CEB to the Borrower at the time of disbursement.

The Borrower or the bank instructed by the Borrower, as the case may be, shall send a written payment notice to the CEB at least five working days before payment of any amounts due under this Agreement.

Any payment under this Agreement shall be made on a Business Day subject to the Modified Following Business Day Convention.

Article 4. Monitoring the Loan and the Project

4.1. Use of the Loan

4.1.1. Period

The Tranches must be Allocated by the Borrower through the Ministry of Infrastructure to the Project within 12 months after each disbursement.

The amount not Allocated to the Project within such period must be repaid to the CEB, within 30 days at the latest.

The Borrower undertakes to bear the cost resulting from this repayment. This cost shall include that which the CEB will have to bear due to the reinvestment of the same amount on the date of repayment for the residual life of the original Loan, as well as any other related costs. The reinvestment rate shall be determined by the CEB on the basis of market conditions on the repayment date for the period in question. The cost shall therefore be calculated taking into account the difference between the original rate and the reinvestment rate.

Furthermore, if a Tranche disbursed by the CEB is not allocated to the Project or is only partially allocated to it within the period mentioned in the first paragraph above, this would constitute an event as listed in Article 3.3 (h) of Chapter 3 of the Loan Regulations and may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3, 3.5 and 3.6 of the Loan Regulations.

4.1.2. Implementation of the Project

The Borrower delegate the Ministry of Infrastructure to designate under its authority the Building Directorate of Serbia (BDS) and Public Enterprise Roads of Serbia (PERS) as the PIAs. The PIAs will establish and maintain within their structure appropriately staffed and equipped Project Management Teams. However, the responsibility to comply with all obligations under the Agreement remains with the Borrower.

4.1.2.1. Duty of care

The Borrower shall apply all care and diligence, and shall exercise all typically used means, in particular financial, technical, social and managerial means and those concerning environmental protection, which shall be necessary for the proper implementation of the Project.

4.1.2.2. Increased or revised cost of the Project

Should the costs of the Project, as described in Appendix 1 attached hereto, increase or be revised for whatever reason, the Borrower shall ensure that the additional financial resources for the completion of the Project are available.

In particular, it shall ensure — before the Project is implemented — that all the financing, land and real property rights which are necessary therefor are available and that all assets and plants are permanently insured and maintained.

In any case, partial financing by the CEB shall not exceed 64 % of the total cost of the Project, excluding interest and financial charges, such as defined in Appendix 1.

4.1.2.3. CEB visibility

The Borrower shall indicate to the Beneficiaries that the Project is partly financed by the CEB

4.1.2.4. Further undertakings

The Borrower shall undertake, moreover, that:

- The implementation of the Project complies with the relevant rules on fraud, corruption and money laundering;
- The implementation of the Project does not lead to a violation of the European Convention on Human Rights and of the European Social Charter;
- The Project complies with the CEB's Environmental Management Principles (Appendix 3).

4.1.3. Procurement

Procurement will be carried out in accordance with the latest Public Procurement legislation in force in the Republic of Serbia, provided that such legislation and procedures are not in conflict with CEB Procurement Guidelines. Procurement procedures by thresholds are defined in the Appendix 4.

The CEB will not issue any "no-objection" to the procurement arrangements, including contract packaging and applicable procedures, but will reserve the right to proceed to a pre-review or post review of procurement documentation on a sample basis.

The Ministry of Infrastructure should promptly inform the CEB of any delay, or other changes in the scheduling of the procurement process, which could significantly affect the timely and successful implementation of the project contracts, and agree with the CEB on corrective measures.

The Ministry of Infrastructure through BDS and PERS will submit to the CEB, before the first disbursement, the results of calls for tenders or negotiations regarding the infrastructure works and housing repair contracts.

In any case the responsibility for the implementation of the project, and therefore the responsibility for the award and administration of contracts under the project, remains with the Borrower.

4.2. Information requirements

4.2.1. Information concerning the Project

The Borrower shall keep accounting records concerning the Project, which shall be in conformity with international standards, showing, at any point, the Project's state of progress, and which shall record all operations made and identify the assets and services financed with the help of the Loan.

The Borrower undertakes to respond within a reasonable period to any request for information from the CEB and to provide it with any documentation that the CEB should consider necessary and may reasonably request, for the proper implementation of the Agreement, particularly as concerns the monitoring of the Project and the use of the Loan.

The Borrower shall inform the CEB immediately of any legislative or regulatory change in the economic sector relevant to the Project, and, in a general sense, of any event which may have an influence on the execution of its obligations under the Agreement. Any legislative or regulatory change in the economic sector relevant to the Project would constitute an event as listed in Article 3.3-h of Chapter 3 of the Loan Regulations and may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3, 3.5 and 3.6 of the Loan Regulations.

4.2.2. Monitoring reports

Twice a year, from disbursement of the Loan until completion of the entire Project, the Borrower via the PIAs shall send to the CEB a monitoring report. The Borrower via the PIAs shall also send a monitoring report prior to any disbursement. The format of the Reports must be compliant with CEB requirements. These reports must be deemed satisfactory by the CEB before any disbursements may be made.

In any case, monitoring reports shall address:

- the state of Allocation of the disbursed Loan Tranches;
- the progress of the Project's financing and procurement plans;
- the progress of the Project itself, in terms of physical advancement and expenditures incurred;
- Project management details.

4.2.3. Project completion report

Upon physical completion of the entire Project, the Borrower via the PIAs shall present a final report containing an appraisal of the Project's economic, financial, social and environmental effects. This report must be deemed satisfactory by the CEB.

4.2.4. Monitoring missions

The Borrower undertakes to favourably receive any monitoring missions carried out by employees of the CEB or outside consultants hired by the CEB, and to provide all the necessary co-operation for their monitoring missions, by facilitating any possible visits to the site of the Project. In particular, the CEB may have an on-site audit of the Project's accounting carried out by one or more consultants of its choice, at the Borrower's expense, in the case of default by the Borrower in respect of any of its obligations under the Loan.

Article 5. Discharge of the Borrower's obligations

After payment of the full amount of the principal of the Loan and all interest and other expenses resulting therefrom, in particular those sums under Articles 6 and 7 below, the Borrower shall be fully released from its obligations towards the CEB, with the exception of those set out in Articles 4.2.1 and 4.2.4. above for the purposes of a possible ex-post evaluation of the Project.

Article 6. Interest for delay

For disbursements in EURO, and notwithstanding any other recourse available to the CEB under the Agreement and the Loan Regulations or otherwise, if the Borrower does not pay all interest or any other amount payable under the Agreement, at the latest on the due date specified, the Borrower must pay additional interest on the amount due and not fully paid, at the one-month EURIBOR rate as of the due date at 11 a.m. (local time in Brussels), plus 2.5% per annum, as of the due date of this amount until the date of actual payment².

The applicable one-month EURIBOR rate³ shall be updated every 30 days.

² For currencies other than EURO, insert applicable provisions in the Side Letters.

³ For currencies other than EURO, insert applicable provisions in the Side Letters.

Article 7. Associated costs

All duties and taxes of all kinds, due and paid, and all expenses resulting either from the conclusion, execution, liquidation, cancellation or suspension of this Agreement, in all or in part, or from the guarantee or refinancing of the Loan granted, together with all judicial or extra-judicial acts having this Loan as their origin, shall be borne by the Borrower.

However, the provisions of Article 4.7 of Chapter 4 of the Loan Regulations shall apply regarding the costs of the arbitration procedure mentioned in said Chapter 4.

Article 8. Pari passu and negative pledge

The Borrower declares that no other commitment has been made or will be made in the future which might give a third party a preferential rank, a preferential right of payment, a collateral or guarantee of any nature whatsoever which might confer enhanced rights upon third parties (hereinafter a **Security**).

If such a Security were nevertheless granted to a third party, the Borrower agrees to form or supply an identical Security in favour of the CEB or, where it is hindered in doing so, an equivalent Security, and to stipulate the formation of such a Security in favour of the CEB.

Failure to comply with these provisions would represent a case of default as laid down in Article 3.3 (h) of Chapter 3 of the Loan Regulations and may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3, 3.5 and 3.6 of the Loan Regulations.

Article 9. Representations and warranties

The Borrower represents and warrants:

- that its competent bodies have authorized it to enter into the Agreement and have given the signatory the authorization therefor, in accordance with the laws, decrees, regulations and other texts applicable to it;
- that the drawing up and execution of the Agreement does not contravene the laws, decrees, regulations and other texts applicable to it and that all the permits, licences, and authorizations necessary therefor have been obtained and shall remain valid for the entire Loan period.

Any change in relation to the above representations and warranties must, for the entire Loan period, be notified to the CEB immediately, and any supporting documents provided.

Article 10. Relations with third parties

The Borrower may not raise any fact relating, within the scope of the use of the Loan, to its relations with third parties in order to avoid fulfilling, either totally or partially, the obligations resulting from the Agreement.

The CEB may not be involved in disputes which might arise between the Borrower and third parties and the costs, whatever their nature, incurred by the CEB due to any claims, and in particular all legal or court costs, shall be at the expense of the Borrower.

Article 11. Interpretation of the Agreement

The Borrower states that it has received a copy of the Loan Regulations, and has taken note thereof.

Where there is a contradiction between any provision whatsoever of the Loan

Regulations and any provision whatsoever of the Agreement, the provision of the Agreement shall prevail.

The headings of the paragraphs, sections, and chapters of the Agreement shall not serve for its interpretation.

In no case shall it be presumed that the CEB has tacitly waived any right granted to it by the Agreement.

Article 12. Applicable law

The Agreement and the negotiable securities relating thereto shall be governed by the rules of the CEB as specified in the provisions of Article 1, paragraph 3, of the Third Protocol (dated 6 March 1959) to the General Agreement on Privileges and Immunities of the Council of Europe (dated 2 September 1949) and, secondarily, if necessary, by French law.

Disputes between the parties to the Agreement shall be subject to arbitration under the conditions laid down in Chapter 4 of the Loan Regulations.

Article 13. Execution of an arbitration award

The contracting parties agree not to take advantage of any privilege, immunity or legislation before any jurisdictional or other authority, whether domestic or international, in order to object to the enforcement of an award handed down under the conditions laid down in Chapter 4 of the Loan Regulations.

Article 14. Notices

Any notice or other communication to be given or made under this Agreement to CEB or the Borrower shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand, airmail or facsimile by one party to the other at such party's address specified below.

For the Borrower:

For the Borrower:

Ministry of Finance of the Republic of Serbia
20 Kneza Milosa St
Belgrade

Attention: The Minister and/or the Assistant Minister

Fax: 381 11 3642 632

For the CEB:

Council of Europe Development Bank
55 Avenue Kléber
75116 Paris

Attention: Directorate General for Loans

Fax: + 33 (0)1 47 55 37 52

All communications to be given or made shall be in English.

Article 15. Entry into force

The Agreement shall enter into force upon ratification by the Parliament of the Republic of Serbia and upon written confirmation to that effect received by CEB from the Borrower.

Article 16. Originals of Agreement

The Agreement is drawn up in two originals in English language, each of which is equally valid.

One original is kept by each of the contracting parties.

Belgrade

On december 8th, 2008.

For the Republic of Serbia

The Minister

Diana Dragutinović

Paris

On december 11th, 2008.

For the CEB

The Governor/Vice-Governor

Imre Tarafas

LIST OF APPENDICES

APPENDIX 1 PROJECT DESCRIPTION

APPENDIX 2 DISBURSEMENT AGREEMENT (TEMPLATE)

APPENDIX 3 ENVIRONMENTAL MANAGEMENT PRINCIPLES

APPENDIX 4 PROCUREMENT PROCEDURES BY THRESHOLDS

Appendix 1

Project Description

I.

F/P :	1593 (2007)
Borrower:	The Republic of Serbia through the Ministry of Finance
Approval by the Administrative Council:	18 September 2007
Amount approved:	EUR 20 000 000

II.

Intervention area(s):	Housing and related infrastructure in favour of victims of natural disaster																				
Planned works:	<p>The estimated project's scope includes several activities grouped under the following Project components:</p> <p>Component A: Construction of around 174 houses/apartments in 28 municipalities (Brus, Osecina, Kragujevac, Lucani, Zemun...), purchase of houses in 3 municipalities (Trstenik, Koceljeva, Ljubovija) or construction of a new nursery (Osecina). As in the 1st phase, for each new location, geotechnical works will be previously carried out and, in the case of new housing units, the average gross area per person remains 15 m².</p> <p>Component B: Construction of public utilities infrastructure comprising water supply system, drainage system and low voltage power supply and distribution system;</p> <p>Component C: Rehabilitation of landslides (land consolidation) endangering houses and/or disabling affecting the provision of public services (Kladovo, Cacak, Pozega, Zitoradja, Ub, Leskovac...);</p> <p>Component D: Rehabilitation of around 90 km of local roads damaged or destroyed by landslides</p>																				
Location:	More than 60 municipalities identified by the Serbian competent authorities.																				
Estimated total cost of the Project:	EUR 31 250 000 excluding VAT																				
Indicative cost breakdown:	<table><tr><th>Budgetary item</th><th>Cost without VAT (€)</th></tr><tr><td>Investments in Municipalities – included in the Phase I</td><td>2 773 916,44</td></tr><tr><td>Investments in new Municipalities</td><td>7 098 592,07</td></tr><tr><td>Reconstruction of local roads</td><td>14 125 926,66</td></tr><tr><td>Project management</td><td>1 919 995,20</td></tr><tr><td>Contingencies</td><td>2 399 994,00</td></tr><tr><td>Demolition, site cleaning, etc</td><td>1 199 997,00</td></tr><tr><td>Land acquisition</td><td>1 439 996,40</td></tr><tr><td>Fees</td><td>290 077,38</td></tr><tr><td>Total</td><td>31 248 495,15</td></tr></table>	Budgetary item	Cost without VAT (€)	Investments in Municipalities – included in the Phase I	2 773 916,44	Investments in new Municipalities	7 098 592,07	Reconstruction of local roads	14 125 926,66	Project management	1 919 995,20	Contingencies	2 399 994,00	Demolition, site cleaning, etc	1 199 997,00	Land acquisition	1 439 996,40	Fees	290 077,38	Total	31 248 495,15
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Financing plan::	<table><tr><th>Financial Sources</th><th>Amount</th><th>Share (%)</th></tr><tr><td>CEB</td><td>20 000 000</td><td>64</td></tr><tr><td>Republic of Serbia</td><td>11 250 000</td><td>36</td></tr><tr><td>TOTAL</td><td>31 250 000</td><td>100</td></tr></table>	Financial Sources	Amount	Share (%)	CEB	20 000 000	64	Republic of Serbia	11 250 000	36	TOTAL	31 250 000	100								
Financial Sources	Amount	Share (%)																			
CEB	20 000 000	64																			
Republic of Serbia	11 250 000	36																			
TOTAL	31 250 000	100																			
Progress of works at the time of loan application:	Approximately 40%																				
Schedule of works:	The works shall be completed during the period 2007 - 2009																				
Anticipated Project Completion Date	30 June 2010																				
Closing Date	31 December 2010																				

III.

Criteria of eligibility: (by intervention area)	The Project falls under the aid to victims of natural disasters sector of action, according to Resolution 1495 (2006).
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IV.

Social effects: (by intervention area)	The Project will bring immediate benefits to approximately 1 200 people whose houses were either destroyed or severely damaged by the movements of land of March 2006 in Central Serbia and will rehabilitate the local infrastructure in the affected municipalities.
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Appendix 2a

SIDE LETTER FOR A FIXED RATE LOAN (TEMPLATE)

F/P 1593 –[number] Tranche

COUNCIL OF EUROPE DEVELOPMENT BANK

SIDE LETTER

To the Framework Loan Agreement dated [date]

Between

THE COUNCIL OF EUROPE DEVELOPMENT BANK
(hereinafter called “CEB”)

And

The Republic of Serbia
(hereinafter called the “Borrower”)

The present *Disbursement Agreement*¹ and the Framework Loan Agreement determine the terms and conditions agreed upon for the [number] Tranche in reference to article [number] of the said Framework Loan Agreement.

Loan Amount	[currency and amount]
Maturity	[number] -year final maturity with a [number] year grace period
Fixed Interest Rate	[number percent] [net] per annum <i>[after deduction of the interest rate subsidy from the Selective Trust Account]</i>
Interest Payment	Semi-annually/Annually in arrears
Day-Count-Fraction	30/360 unadjusted, Modified Following Business Day Convention
Business Day	As defined in the Framework Loan Agreement
Disbursement Date	[date]
Payment Instructions (Borrower)	Account number [number] of [name of Bank and city]. SWIFT CODE : [cipher] via [name correspondent bank and city] SWIFT CODE : [cipher]
Payment Instructions (CEB)	As per Art. 3.4 of Framework Loan Agreement

Payments for interest and principal will be made in accordance with the attached Schedule of Repayments. Whereas interest will be paid for the first time on [date], principal will be repaid for the first time on [date].

All payments shall be made to CEB’s account according to the Payment Instructions (CEB) described above.

These provisions are subject to the agreement “Modified Following Business Day Convention”, the definition of which is to be found in the Framework Loan Agreement, signed between CEB and the Borrower (and the Guarantor) on [date].

Paris, Date
For the Council of Europe
Development Bank

Belgrade, Date
For the Republic of Serbia

Appendix 2b

SIDE LETTER FOR A FLOATING RATE LOAN (TEMPLATE)

F/P 1593 – [number] Tranche

COUNCIL OF EUROPE DEVELOPMENT BANK

SIDE LETTER

To the Framework Loan Agreement dated [date]

Between

THE COUNCIL OF EUROPE DEVELOPMENT BANK
(hereinafter called “CEB”)

And

The Republic of Serbia
(hereinafter called the “Borrower”)

The present *Side Letter* and the Framework Loan Agreement determine the terms and conditions agreed upon for the [number] Tranche in reference to article [number] of the said Framework Loan Agreement.

Loan Amount	[currency and amount]
Maturity	[number] -year final maturity with a [number] year grace period
EURIBOR (or LIBOR)	[insert definition of EURIBOR or LIBOR]
Floating Interest Rate	EURIBOR or LIBOR 3 or 6 months plus or less [number] basis points [net] per annum [after deduction of the interest rate subsidy from the Selective Trust Account] (Telerate [reference] or Reuters [reference])
Interest Payment	Quarterly/Semi-annually in arrears
Day-Count-Fraction	Actual/360, Modified Following Business Day Convention
Business Day	As defined in the Framework Loan Agreement
Disbursement Date	[date]
Payment Instructions (Borrower)	Account number [number] of [name of Bank and city]. SWIFT CODE : [cipher] via [name correspondent bank and city] SWIFT CODE : [cipher]
Payment Instructions (CEB)	As per Art. 3.4 of Framework Loan Agreement

[Insert as appropriate]**{Text for LIBOR base rate and amortising loan structure}**

The interest rate will be calculated for each [number] month period, starting from the date of the disbursement date. The interest will be fixed two working days (in London) prior to each new interest period. CEB will inform the Borrower about the interest payable every [number] months. The interest payment will take place on [day, month]⁴ every year, and for the first time on [date]. **[list the repayment dates and the principal amount due for each date]**

{Text for LIBOR base rate and bullet loan structure}

The interest rate will be calculated for each [number] month period, starting from the date of the disbursement date. The interest will be fixed two working days (in London) prior to each new interest period. CEB will inform the Borrower about the interest payable every [number] months. The interest payment will take place on

⁴ mention 4 dates for quarterly payments and 2 dates for semi-annual payments

[day, month]⁵ every year, and for the first time on [date]. The principal will be repaid in one lump sum on [date].

{Text for EURIBOR base rate and amortising loan structure

The interest rate will be calculated for each [number] month period, starting from the date of the disbursement date. The interest will be fixed two working days prior to each new interest period. CEB will inform the Borrower about the interest payable every [number] months. The interest payment will take place on [day, month]⁶ every year, and for the first time on [date]. **[list the repayment dates and the principal amount due for each date]**

{Text for EURIBOR base rate and bullet structure

The interest rate will be calculated for each [number] month period, starting from the date of the disbursement date. The interest will be fixed two working days prior to each new interest period. CEB will inform the Borrower about the interest payable every [number] months. The interest payment will take place on [day, month]⁷ every year, and for the first time on [date]. The principal will be repaid in one lump sum on [date].

All payments shall be made to the CEB's account according to the Payment Instructions (CEB) described above.

These provisions are subject to the agreement "Modified Following Business Day Convention", the definition of which is to be found in the Framework Loan Agreement, signed between CEB and the Borrower (and the Guarantor) on [date].

Paris, Date
For the Council of Europe
Development Bank

Belgrade, Date
For the Republic of Serbia

⁵ mention 4 dates for quarterly payments and 2 dates for semi-annual payments

⁶ mention 4 dates for quarterly payments and 2 dates for semi-annual payments

⁷ mention 4 dates for quarterly payments and 2 dates for semi-annual payments

Appendix 3

CEB's Environmental Management Principles

The purpose of the principles for analysing the environmental aspects presented below is as follows:

1. To ensure that the projects financed by the Bank have undergone prior environmental screening (preliminary evaluation) and that their environmental aspects are taken into account;
2. To avoid any environmental risks and litigations that might jeopardise a project's implementation and functioning;
3. To ensure that the costs relative to any eventual environmental protection measures are estimated and integrated in the total cost of the project.

The borrower must provide all the information necessary for the environmental evaluation of the project.

Projects carried out in a European Union Member State or Accession State ⁸ or in a country belonging to the European Economic Space (EES) must be in conformity with European environmental regulations, whose main principles are:

- The principle of precaution; the principle of prevention; the principle whereby priority is given to dealing with environmental problems at source, and the "polluter pays" principle;
- The European Directives concerning environmental impact studies (EIS);
- European Directives concerning industrial production, water and waste management, soil and air pollution and the protection of nature.

Moreover, projects must respect all relevant international conventions and agreements.

For projects implemented in any other CEB member state, the same principles must be applied, subject to their compatibility with local conditions and laws.

The provisions for analysing the environmental aspects applicable to all projects are as follows:

A. Environmental impact

- Each project must undergo preliminary screening for any potential damage that it could cause to the environment;
- This analysis should make it possible to classify the project according to relevant criteria as defined in Directive 85/337/CEE concerning the evaluation of the environmental impact of certain public or private projects;
- An Environmental Impact Study must be carried out by an independent body in the case of projects whose implementation and/or functioning have a significant potential to damage the environment.

⁸ Currently Bulgaria and Romania.

B. Environmental risks

- Each project must undergo preliminary screening for any environmental risks that could jeopardise its implementation and/or correct functioning;
- Some non-exhaustive examples of risky projects are those carried out on:
 - Former industrial wastelands (risks of contaminated soils and underground waters) ;
 - Sites near dangerous installations;
 - Areas liable to flood;
 - Seismic areas (risks of earthquakes, landslides, etc.).
- For any project likely to be exposed to substantial environmental risks, an Environmental Diagnosis (ED) must be carried out;
- The ED must include an analysis of the measures taken to overcome the environmental risks incurred.

Appendix 4**PROCUREMENT PROCEDURES BY THRESHOLDS**

Category	Contract Value (EUR 000)	Method of Procurement
Works	Above 5,150 (EU threshold)*	ICB (International Competitive Bidding)
	Between 75 and EU threshold	NCB (National Competitive Bidding)
	Below 75	Shopping with 3 written quotations
Goods & Services	Above 206 (EU threshold)*	ICB
	Between 75 and EU threshold	NCB
	Below 75	Shopping

* updated according to EU Regulations.

OKVIRNI SPORAZUM O ZAJMU

između

BANKE ZA RAZVOJ SAVETA EVROPE

i

REPUBLIKE SRBIJE

BANKA ZA RAZVOJ SAVETA EVROPE, međunarodna organizacija, Pariz (u daljem tekstu **CEB**), s jedne strane

i

Republika Srbija, (u daljem tekstu **Zajmoprimac**), s druge strane

- Na osnovu zahteva koji je podnela Vlada države članice (Banke), Republike Srbije - od 10. aprila 2007. godine
- Na osnovu Trećeg protokola Opšteg sporazuma o privilegijama i imunitetima Saveta Evrope
- Na osnovu Rezolucije Administrativnog saveta CEB: 1495 (2006. god.)
- Na osnovu Propisa o zajmu CEB iz juna 2006. godine (u daljem tekstu Propisi o zajmu)

DOGOVORILE SU SE SLEDEĆE:

Definicije:

„Raspodela tranše” (u daljem tekstu **takođe** **„Raspodela”** ili **„Raspoređen”**) znači obavezu Zajmoprimca da se kreditna tranša usmeri na sastavne delove Projekta (identifikovanih pomoću standardne tabele priložene uz ovaj okvirni sporazum o zajmu), čak i ako takva tranša nije još isplaćena za Projekat.

„Predviđeni datum završetka Projekta” znači očekivani datum fizičkog završetka Projekta, koji odredi Zajmoprimac u trenutku odobrenja Projekta od strane Administrativnog saveta CEB ili njenog Izvršnog komiteta, kako je navedeno u članu 3.3.

„Radni dan” znači dan kada *TARGET* sistem (Trans-evropski automatizovani ekspresni sistem prebacivanja bruto izmirenja u stvarnom vremenu) radi¹.

„CEB smernice za nabavke” znači Smernice objavljene na sajtu CEB, a koje se odnose na Rezoluciju 1495 u Dokumentu 2: Priručnik za pripremu i praćenje projekata, Prilog B „Principi za nabavku roba, radova i usluga”.

„Datum zatvaranja” znači datum koji pada šest meseci posle predviđenog datuma završetka Projekta, kako je navedeno u članu 3.3.

„EURIBOR” (ponuđena interbankarska stopa za evro) jeste stopa po kojoj međubankarske oročene depozite u evrima, jedna prvoklasna banka ponudi drugoj prvoklasnoj banci u okviru evro zone. Garantuje je Federacija evropskih banaka, obračunava Rojters i objavljuje se svakog radnog dana u Briselu u 11.00 na Rojtersovoj stranici EURIBOR01.

¹ Za valute osim EUR: definicija Radnog dana treba da bude precizirana u Sporazumu o isplati

Konačni korisnik jeste moralni ili pravni entitet ili društvena grupa koja ima koristi od društvenih efekata Projekta.

„**Konvencija o izmeni vezanoj za dan posle radnog dana**” znači konvenciju po kojoj, ukoliko bi određeni datum pao na dan koji nije radni dan, takav datum bi bio prvi naredni dan koji je radni dan, izuzev ukoliko taj dan pada u sledećem kalendarskom mesecu, u tom slučaju bi taj datum bio prvi dan koji prethodi danu koji je radni dan.

„**Agencije koje izvode Projekat**” (u daljem tekstu **PIA**) znači Rukovodilac projekta koji izvodi Projekat i upravlja njime u skladu sa Ugovorom, kako je definisano u članu 4.1.2. u daljem tekstu.

„**Predviđeno stanje napretka radova**” znači odnos kvalifikovanih troškova za sve sastavne delove Projekta, prema ukupnim kvalifikovanim troškovima Projekta, gde kvalifikovani troškovi obuhvataju već nastale troškove, kao i one koji se očekuju za određeni vremenski rok koji ne premašuje godinu dana od datuma izveštaja praćenja Projekta (kako je utvrđeno članom 4.2.2 u daljem tekstu).

„**Stanje napretka radova**” znači odnos već nastalih prihvatljivih troškova za sve sastavne delove Projekta, kao i ukupne prihvatljive troškove Projekta.

„**Tranša**” znači iznos koji je isplaćen ili treba da bude isplaćen iz Zajma.

Član 1. Uslovi

Zajam se daje pod opštim uslovima Propisa o zajmu i pod posebnim uslovima utvrđenim ovim okvirnim sporazumom o zajmu (u daljem tekstu **Sporazum**), njegovim prilogima i njegovim pratećim pismima (u daljem tekstu **Prateća pisma**).

Član 2. Projekat

CEB odobrava Zajmoprimcu, koji prihvata, zajam (u daljem tekstu **Zajam**) za delimično finansiranje F/P 1593 (2007) koje je odobrio Administrativni savet CEB 15. juna 2007. godine i odnosi se na drugu fazu – Radovi na rehabilitaciji posledica klizišta nastalih u proleće 2006. godine na teritoriji Srbije.

CEB daje zajam imajući u vidu da se Zajmoprimac obavezao da će ga koristiti isključivo za finansiranje projekta koji je opisan u Dodatku 1. (u daljem tekstu **Projekat**), i da će realizovati takav Projekat pod uslovima koji su utvrđeni u pomenutom dodatku.

Svako menjanje načina korišćenja Zajma koje nije odobrila CEB može dovesti do obustave, poništavanja ili prevremene otplate Zajma, prema uslovima iz člana 3.3, 3.5 i 3.6 Propisa o zajmu.

Član 3. Zajam

3.1 Finansijski uslovi

Odobreni iznos Zajma je:

EUR 20.000.000

dvadeset miliona evra

Zajam će biti isplaćen u tranšama.

Za svaku tranšu, iznos, kamatna stopa, valuta, datum isplate, rok otplate i računi svake strane za uplate, utvrdiće zajedno Zajmoprimac i CEB, faksom.

Propratno pismo kojim se definišu ovi uslovi biće sačinjeno u trenutku isplate, u formi koja je data u Dodatku 2.

3.2 Doprinos CEB sa Selektivnog povereničkog računa

Kamatna stopa za svaku ratu zajma biće subvencionisana kroz donirani doprinos, povučen sa selektivnog povereničkog računa CEB (u daljem tekstu *subvencija*). Ova subvencija ne može da premašuje EUR 2.000.000 za ukupan iznos projekta koji je odobrio Administrativni savet CEB. Međutim, ukoliko kamatna stopa pre subvencionisanja bude ispod stope subvencije, subvencija će biti jednaka toj stopi. Kamatna stopa za svaku ratu zajma obračunavaće se na bazi standardne stope CEB umanjene za subvenciju. Subvencija će se primenjivati proporcionalno na svaku tranšu Zajma.

3.3 Isplata

CEB će isplatiti Zajam u nekoliko rata. Iznos svake tranše biće utvrđen prema stanju napretka radova.

Prva isplata mora biti izvršena najkasnije u roku od 24 meseca od datuma odobrenja Projekta.

Avansna rata u maksimalnom iznosu od 50% odobrenog iznosa Zajma isplaćuje se na registrovani račun, nad kojim CEB može da obavlja reviziju. Na osnovu zahteva PIA vrši se transfer sredstava CEB u skladu sa zahtevima za praćenja Projekta (videti 4.1.2 u daljem tekstu).

Za svaki PIA naredna tranša može biti isplaćena tek posle pisane potvrde upućene CEB, u skladu sa članom 4.2.2 u daljem tekstu, u kojoj se potvrđuje da je 90% prethodne tranše iskorišćeno. Naredne tranše će biti obračunate na bazi Stanja napretka radova i – ukoliko je to primenjivo – planiranog napretka radova.

3.4 Očekivani datum završetka Projekta i Datum zatvaranja

Očekivani datum završetka Projekta je 30. jun 2010. godine.

Datum zatvaranja je 31. decembar 2010. godine. Od ovog datuma na dalje, i po obaveštenju CEB dostavljenom Zajmoprimcu, Zajmoprimac neće više moći da vrši povlačenja sredstava Zajma.

3.5 Podaci o plaćanju

Svi iznosi koje je Zajmoprimac dužan da plati prema ovom sporazumu uplaćivaće se u valuti svake tranše, na broj računa koji CEB dostavi Zajmoprimcu u vreme isplate.

Zajmoprimac ili banka kojoj on da nalog, zavisno od slučaja, poslaće pisano obaveštenje o plaćanju CEB, najmanje pet radnih dana pre uplate bilo kog iznosa koji dospeva na plaćanje po ovom Sporazumu.

Sve uplate koje vrše na osnovu ovog sporazuma biće izvršene na Radni dan ili prema Konvenciji o izmeni vezanoj za dan posle radnog dana.

Član 4. Praćenje Zajma i Projekta

4.1 Korišćenje Zajma

4.1.1. Rok

Zajmoprimac mora da raspodeli tranše preko Ministarstva za infrastrukturu, za potrebe Projekta, u roku od 12 meseci od svake isplate.

Iznos koji u ovom roku nije raspoređen za potrebe Projekta, mora biti vraćen CEB, u roku od 30 dana.

Zajmoprimac se obavezuje da snosi troškove nastale od ove otplate. Ovo će obuhvatati i troškove koje će CEB morati da snosi usled reinvestiranja istog iznosa na dan otplate za preostali rok prvobitnog Zajma, kao i sve ostale propratne troškove. Stopu reinvestiranja će utvrditi CEB na bazi tržišnih uslova na dan otplate za

predmetni rok. Troškovi će stoga biti obračunati uzimajući u obzir razliku između prvobitne stope i stope reinvestiranja.

Dalje, ukoliko neka tranša koju je isplatila CEB, nije raspoređena za Projekat ili mu je samo delimično raspoređena u toku perioda pomenutog u prvom stavu gore, ovo bi predstavljalo slučaj naveden u članu 3.3-(h) Poglavlja 3 Propisa o zajmu i može dovesti do obustave, poništavanja ili prevremene otplate Zajma prema uslovima iz člana 3.3, 3.5 i 3.6 Propisa o zajmu.

4.1.2. Izvođenje Projekta

Zajmoprimac poverava Ministarstvu za infrastrukturu da, u okviru svoje nadležnosti, delegira Građevinsku direkciju Srbije i Javno preduzeće „Putevi Srbije” kao PIA. PIA će u okviru svoje strukture odrediti i održavati Timove za upravljanje Projektom koji će imati odgovarajuće osoblje i opremu. Međutim, Zajmoprimac ostaje odgovoran za poštovanje svih obaveza iz Sporazuma.

4.1.2.1. Obaveza staranja

Zajmoprimac će posvetiti dužnu pažnju i brigu, i upotrebiće sva uobičajeno korišćena sredstva, posebno finansijska, tehnička, društvena i upravljačka kao i ona vezana za zaštitu životne sredine, koja mogu biti potrebna za propisno izvođenje Projekta.

4.1.2.2. Povećani ili revidirani troškovi Projekta

Ukoliko se troškovi Projekta, kako su opisani u priloženom Prilogu 1, povećaju ili revidiraju iz bilo kog razloga, Zajmoprimac će se postarati da dodatna finansijska sredstva za završetak Projekta, budu raspoloživa.

Posebno će se postarati – pre izvođenja Projekta – da kompletno finansiranje, prava na zemljište i nekretnine koja su potrebna za isti, budu obezbeđena i da se sva imovina i pogoni trajno osiguraju i održavaju.

U svakom slučaju, delimično finansiranje od strane CEB neće premašiti 64% od ukupnih troškova Projekta, isključujući kamatu i finansijske troškove, kako je utvrđeno u Prilogu 1.

4.1.2.3 Vidljivost CEB

Zajmoprimac će naznačiti Korisnicima da Projekat delimično finansira CEB.

4.1.2.4 Dalje obaveze

Zajmoprimac će se dalje obavezati da:

- će izvođenje Projekta biti u skladu sa odgovarajućim propisima vezanim za prevaru, korupciju i pranje novca;
- izvođenje Projekta neće dovesti do kršenja Evropske konvencije o ljudskim pravima i Evropske povelje o socijalnim pravima;
- je Projekat u skladu sa Principima CEB koji se odnose na upravljanje životnom sredinom (Dodatak 3).

4.1.3 Nabavka

Nabavka će biti izvršena u skladu sa najnovijim važećim zakonima o javnim nabavkama u Republici Srbiji, pod uslovom da takvi zakoni i procedure nisu u suprotnosti sa Smernicama za nabavku CEB. Procedure nabavke po pragovima, utvrđene su u Dodatku 4.

CEB neće davati izjave saglasnosti po pitanju aranžmana o nabavci, uključujući ugovore i primenljive procedure, ali će zadržati pravo da prethodno razmotri ili naknadno pregleda dokumentaciju o nabavci na bazi uzoraka.

Ministarstvo za infrastrukturu treba bez odlaganja da obavesti CEB o svakom kašnjenju ili drugim izmenama u dinamici procesa nabavke koje bi mogle značajno da utiču na blagovremeno i uspešno sprovođenje projektnih ugovora, i da se dogovori sa CEB o korektivnim merama. Ministarstvo za infrastrukturu će, pre prve isplate, podneti CEB preko Građevinske direkcije Srbije i Javnog preduzeća „Putevi Srbije” rezultate javnog poziva na tender ili obaveštenje o pregovorima u vezi sa dodelom ugovora za radove na infrastrukturi i popravke stambenih objekata.

U svakom slučaju, odgovornost za izvođenje Projekta, i stoga odgovornost za dodelu i administraciju ugovora vezanih za Projekat, ostaje na Zajmoprimcu.

4.2. Obavezne informacije

4.2.1. Informacije vezane za Projekat

Zajmoprimac će voditi računovodstvenu evidenciju u vezi sa Projektom koja će biti u skladu sa međunarodnim standardima i prikazivati u svakom trenutku stanje napretka Projekta. U njoj će biti evidentirane sve aktivnosti i identifikovana sva imovina i usluge koje su finansirane iz ovog zajma.

Zajmoprimac se obavezuje da odgovori u razumnom roku na svaki zahtev CEB za davanje informacija i da obezbedi sva dokumenta koja CEB može smatrati neophodnim i može razumno tražiti za propisnu primenu Sporazuma, posebno što se tiče praćenja Projekta i korišćenja Zajma.

Zajmoprimac će odmah obavestiti CEB o svim izmenama zakona ili propisa u sektoru privrede koje su relevantne za Projekat i uopšte o svim pojavama koje mogu uticati na izvršenje njegovih obaveza prema ovom sporazumu. Svaka izmena zakona ili propisa u privrednom sektoru koja je relevantna za Projekat predstavljala bi slučaj kako je navedeno u članu 3.3-h Poglavlja 3 Propisa o zajmu i mogla bi da dovede do obustave, poništenja ili prevremene otplate Zajma prema uslovima iz članova 3.3, 3.5 i 3.6 Propisa o zajmu.

4.2.2. Izveštaji o praćenju

Dva puta godišnje, od isplate Zajma do završetka celokupnog Projekta, Zajmoprimac će preko PIA, dostavljati CEB izveštaj o praćenju Projekta. Zajmoprimac će takođe slati izveštaj o praćenju pre svake isplate. Format izveštaja mora biti u skladu sa zahtevima CEB. Pre svake isplate neophodno će biti da CEB smatra navedene izveštaje zadovoljavajućim.

U svakom slučaju, izveštaji o praćenju će sadržati:

- stanje Raspodeljenih isplaćenih tranši Zajma
- napredovanje planova za finansiranje i nabavku, vezanih za Projekat
- napredovanje samog Projekta, u smislu fizičkog napredovanja i nastalih troškova
- detalje o upravljanju Projektom

4.2.3. Izveštaj o završetku Projekta

Po fizičkom završetku kompletnog Projekta, Zajmoprimac će predati konačni izveštaj koji sadrži ocenu ekonomskih, finansijskih, socijalnih i ekoloških efekata Projekta. Neophodno je da CEB smatra ovaj izveštaj zadovoljavajućim.

4.2.4. Misije za praćenje

Zajmoprimac se obavezuje da će primiti sve misije za praćenje koje sprovode zaposleni u CEB ili eksterni konsultanti koje angažuje CEB i da će pružiti svu neophodnu saradnju njihovim misijama za praćenje, tako što će omogućiti sve eventualne posete lokaciji Projekta. Posebno, CEB može da obavi reviziju

računovodstva Projekta na samoj lokaciji, pomoću jednog ili više konsultanata po svom izboru i to o trošku Zajmoprimca u slučaju njegovih propusta u pogledu bilo koje obaveze po ovom zajmu.

Član 5. Oslobođanje Zajmoprimca od obaveza

Nakon plaćanja punog iznosa glavnice Zajma i celokupne kamate i drugih troškova proisteklih iz istog, posebno onih iznosa iz članova 6. i 7. u daljem tekstu, Zajmoprimac će u potpunosti biti oslobođen svojih obaveza prema CEB, izuzev onih koje su definisane u članovima 4.2.1 i 4.2.4 u prethodnom tekstu, u cilju eventualne naknadne ocene Projekta.

Član 6. Zatezna kamata

Za isplate denominovane u valuti EVRO, i uprkos svim drugim mogućnostima koje stoje na raspolaganju CEB prema Sporazumu i Propisima o zajmu ili na drugi način, ukoliko Zajmoprimac ne plati svu kamatu ili neki drugi iznos koji treba da plati prema Sporazumu, najkasnije na utvrđeni datum dospeća, Zajmoprimac će morati da plati dodatnu kamatu na iznos koji duguje, a nije platio u celosti, po jednomesečnoj stopi EURIBOR od datuma dospeća u 11.00 sati (po lokalnom vremenu u Briselu), plus 2,5% godišnje, od datuma dospeća ovog iznosa do datuma kada izvrši plaćanje².

Primenljiva jednomesečna stopa EURIBOR³ biće ažurirana svakih 30 dana.

Član 7. Prateći troškovi

Sve dažbine i takse svih vrsta, koje dospevaju i koje su plaćene, i svi troškovi nastali bilo zaključenjem, izvršenjem, likvidacijom, poništenjem ili obustavom Sporazuma, u celosti ili delimično ili iz garancije ili refinansiranja datog Zajma, zajedno sa svim sudskim ili van sudskim odlukama proisteklim iz ovog Zajma, snosiće Zajmoprimac.

Međutim, odredbe člana 4.7 Poglavlja 4 Propisa o zajmu, primeniće se vezano za troškove arbitražnog postupka pomenutog Poglavlja 4.

Član 8. *Pari Passu* i negativna zaloga

Zajmoprimac izjavljuje da nije preuzeo nikakve druge obaveze niti će ih preuzeti ubuduće, koje bi mogle dati nekoj trećoj strani preferencijalni status, preferencijalno pravo plaćanja, obezbeđenje ili garanciju bilo koje prirode, koja bi mogla dati veća prava trećim stranama (u daljem tekstu **Hartija od vrednosti**).

Ukoliko su takve hartije od vrednosti već date nekoj trećoj strani, Zajmoprimac je saglasan da obezbedi ili izda identičnu garanciju u korist CEB ili, ukoliko postoji prepreka da to učini, ekvivalent hartijama od vrednosti i da predvidi formiranje takvih hartija od vrednosti u korist CEB.

Propust u poštovanju ovih odredbi, predstavljao bi propust, kako je definisano u članu 3.3-(h) Poglavlja 3 Propisa o zajmu i može da dovede do, poništenja ili prevremene otplate Zajma prema uslovima iz člana 3.3, 3.5 i 3.6 Propisa o zajmu.

Član 9. Izjave i garancije

Zajmoprimac izjavljuje i garantuje:

- da su ga nadležni organi ovlastili da sklopi ovaj sporazum i da su potpisniku dali ovlašćenje za to, u skladu sa zakonima, odlukama, propisima i drugim tekstovima primenljivim na njega;

² Za valute različite od evra, dostaviti primenljiva pokrića u pratećim pismima

³ Za valute različite od evra, dostaviti primenljiva pokrića u pratećim pismima

- da sadržaj i izvršenje Sporazuma nisu u suprotnosti sa zakonima, odlukama, propisima i drugim tekstovima primenljivim na njega, kao i da su obezbeđene sve neophodne dozvole, licence i ovlašćenja, koja će važiti tokom celog perioda trajanja Zajma.

CEB se mora odmah obavestiti o svim izmenama vezanim za gore navedene izjave i garancije za ceo period trajanja Zajma, a neophodno je obezbediti i sva propratna dokumenta.

Član 10. Odnosi sa trećim stranama

Zajmoprimac ne može da se pozove na bilo kakvu činjenicu, u okviru granica korišćenja Zajma, vezanu za njegove odnose sa trećim stranama u cilju izbegavanja da ispuni, bilo u celosti ili delimično, obaveze proistekle iz Sporazuma.

CEB se ne može uključiti u sporove koji mogu nastati između Zajmoprimca i trećih strana, a troškove, bilo kakve prirode, koje bi CEB imala usled bilo kakvih potraživanja, a naročito sve pravne ili sudske troškove, snosiće Zajmoprimac.

Član 11. Tumačenje Sporazuma

Zajmoprimac izjavljuje da je primio kopiju Propisa o zajmu, i da je to primio k znanju. Kada postoji kontradiktornost između bilo kakvih odredaba Propisa o zajmu i bilo kakvih odredaba Sporazuma, prednost će imati odredbe Sporazuma. Naslovi stavova, odeljaka i poglavlja Sporazuma neće služiti za njegovo tumačenje.

Član 12. Nadležno pravo

Za Sporazum i prenosive hartije od vrednosti koje se odnose na njega biće merodavni propisi CEB, kao što je naznačeno u odredbama člana 1. stav 3. Trećeg Protokola (od 6. marta 1959. god.) Opšteg sporazuma o privilegijama i imunitetu Saveta Evrope (od 2. septembra 1949. god.) i drugo, ukoliko je neophodno, francuski zakon.

Sporovi između ugovornih strana podležu arbitraži pod uslovima koji su predviđeni u Poglavlju 4. Propisa o zajmu.

Član 13. Izvršenje arbitražne odluke

Ugovorne strane su se sporazumele da neće koristiti prednosti bilo kakve privilegije, imuniteta ili zakonodavstva pred sudskim ili drugim vlastima, bilo domaćim ili međunarodnim, da bi osporile sprovođenje odluke donete pod uslovima naznačenim u Poglavlju 4 Propisa o zajmu.

Član 14. Obaveštenja

Sva obaveštenja ili druge vrste komunikacije obavljene u vezi sa ovim sporazumom između CEB i Zajmoprimca biće sačinjena u pisanoj formi i smatraće se da su uredno predati ili sačinjeni ukoliko se isporuče lično, putem avionske pošte ili putem faksa, upućenim od jedne ugovorne strane ka drugoj, na dole naznačenu adresu ugovorne strane.

Za Zajmoprimca:

Ministarstvo finansija Republike Srbije
Kneza Miloša br. 20
Beograd
Za: ministra i/ili pomoćnika ministra
Fax: 381 011 3611 315

Za CEB:

Banka za razvoj Saveta Evrope
55 Avenija Kléber
75116 Pariz
Za: Generalni direktorat za zajmove
Fax: + 33 (0)1 47 55 37 52

Kompletna komunikacija biće sačinjena i obavljena na engleskom jeziku.

Član 15. Stupanje na snagu

Sporazum će stupiti na snagu nakon potvrđivanja od strane Narodne skupštine Republike Srbije i s tim u vezi odgovarajuće pisane potvrde koju CEB primi od Zajmoprimca.

Član 16. Originalni primerci Sporazuma

Sporazum je sačinjen na engleskom jeziku u dva originalna primerka jednake važnosti. Svaka ugovorna strana zadržava po jedan originalni primerak.

U Beogradu,
Dana 8. decembra 2008. godine

Za Republiku Srbiju
ministar

Diana Dragutinović, s.r.

Pariz
Dana 11. decembra 2008. godine

Za CEB
guverner / viceguverner

Imre Tarafas, s.r.

SPISAK DODATAKA

DODATAK 1. OPIS PROJEKTA

DODATAK 2. SPORAZUM O ISPLATI (OBRAZAC)

DODATAK 3. PRINCIPI UPRAVLJANJA ŽIVOTNOM SREDINOM

DODATAK 4. PROCEDURE NABAVKE – GRANIČNE VREDNOSTI

Dodatak 1.**Opis projekta**

I.

F/P :	1593 (2007)
Zajmoprimac:	Republika Srbija preko Ministarstva finansija
Odobrenje Administrativnog saveta:	18. septembar 2007.
Odobreni iznos:	EUR 20.000.000

II.

Oblast intervencije:	Objekti za stanovanje i slična infrastruktura namenjeni žrtvama prirodnih katastrofa.																																
Planirani radovi:	<p>Procenjeni obim radova uključuje više aktivnosti grupisanih u sledeće komponente projekta:</p> <p>Komponenta A: Izgradnja 174 kuće / stana u 28 opština (Brus, Osečina, Kragujevac, Lučani, Zemun...), kupovina kuća u 3 opštine (Trstenik, Koceljeva, Ljubovija) ili gradnja novih jaslaca (Osečina). Kao i u prvoj fazi, za svaku novu lokaciju najpre će biti sprovedeni geotehnički radovi, a u slučaju novih stambenih jedinica prosečna površina prostora po osobi ostaje 15 m².</p> <p>Komponenta B: Gradnja infrastrukture za javne potrebe koja obuhvata vodovodni sistem, kanizacioni sistem i sistem za distribuciju i napajanje strujom niskog napona.</p> <p>Komponenta C: Sanacija klizišta (konsolidacija zemljišta) koja ugrožavaju kuće i/ili ugrožavaju mogućnost snabdevanja javnim uslugama (Kladovo, Čačak, Požega, Žitorađa, Ub, Leskovac...);</p> <p>Komponenta D: Rehabilitacija oko 90 km lokalnih puteva oštećenih ili uništenih klizištima.</p>																																
Lokacija:	Više od 60 opština koje su odredile nadležne vlasti u Srbiji.																																
Procenjeni ukupni troškovi projekta:	EUR 31.250.000 bez PDV																																
Indikativna analiza troškova:	<table><tr><td>Budžetska stavka</td><td colspan="2">Troškovi bez PDV (€)</td></tr><tr><td>Ulaganja u opštine – uključeno u fazu I</td><td colspan="2">2.773.916,44</td></tr><tr><td>Ulaganja u nove opštine</td><td colspan="2">7.098.592,07</td></tr><tr><td>Rekonstrukcija lokalnih puteva</td><td colspan="2">14.125.926,66</td></tr><tr><td>Upravljanje projektom</td><td colspan="2">1.919.995,20</td></tr><tr><td>Nepredviđeni troškovi</td><td colspan="2">2.399.994,00</td></tr><tr><td>Rušenje, čišćenje mesta itd.</td><td colspan="2">1.199.997,00</td></tr><tr><td>Kupovina zemljišta</td><td colspan="2">1.439.996,40</td></tr><tr><td>Takse</td><td colspan="2">290.077,38</td></tr><tr><td>Ukupno</td><td colspan="2">31.248.495,15</td></tr></table>			Budžetska stavka	Troškovi bez PDV (€)		Ulaganja u opštine – uključeno u fazu I	2.773.916,44		Ulaganja u nove opštine	7.098.592,07		Rekonstrukcija lokalnih puteva	14.125.926,66		Upravljanje projektom	1.919.995,20		Nepredviđeni troškovi	2.399.994,00		Rušenje, čišćenje mesta itd.	1.199.997,00		Kupovina zemljišta	1.439.996,40		Takse	290.077,38		Ukupno	31.248.495,15	
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Plan finansiranja:	<table><tr><td>Finansijski izvori</td><td>Iznos</td><td>Udeo (%)</td></tr><tr><td>CEB</td><td>20.000.000</td><td>64</td></tr><tr><td>Republika Srbija</td><td>11.250.000</td><td>36</td></tr><tr><td>UKUPNO</td><td>31.250.000</td><td>100</td></tr></table>			Finansijski izvori	Iznos	Udeo (%)	CEB	20.000.000	64	Republika Srbija	11.250.000	36	UKUPNO	31.250.000	100																		
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Republika Srbija	11.250.000	36																															
UKUPNO	31.250.000	100																															
Napredak radova u vreme podnošenja zahteva za dobijanje zajma:	Približno 40%																																
Raspored radova:	Radovi će biti završeni tokom perioda od 2007.-2009.																																
Planirani datum završetka radova	30. juni 2009.																																
Datum zatvaranja:	31. decembar 2010.																																

III.

Kriterijum izbora: (prema oblasti intervencije)	Projekat spada u sektor pružanja pomoći žrtvama prirodnih katastrofa, u skladu sa Rezolucijom 1495 (2006).
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IV.

Društveni efekti: (prema oblasti intervencije)	Projekat će odmah stvoriti pogodnosti za oko 1200 osoba čije su kuće ili uništene ili teško oštećene kretanjem zemljišta nastalim u martu 2006. u centralnoj Srbiji i saniraće lokalnu infrastrukturu u pogođenim opštinama.
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PROPRATNO PISMO O ZAJMU SA FIKSNOM KAMATNOM STOPOM (OBRAZAC)

F/P 1593 - [broj] Tranša

BANKA ZA RAZVOJ SAVETA EVROPE

PROPRATNO PISMO

Uz Okvirni sporazum o zajmu od [datum]

između

BANKE ZA RAZVOJ SAVETA EVROPE
(u daljem tekstu CEB)

i

Republike Srbije
(u daljem tekstu Zajmoprimac)

Postojeći *Sporazum o isplatama* i Okvirni sporazum o zajmu definišu uslove koji su dogovoreni u vezi sa [broj] tranši u skladu sa članom [broj] pomenutog Okvirnog ugovora o zajmu.

Iznos Zajma	[valuta i iznos]
Rok dospeća	[broj]-godina krajnjeg roka dospeća sa [broj] godina grejs perioda
Fiksna kamatna stopa	[procenat] [neto] godišnje [posle oduzimanja subvencionisane kamatne stope sa Selektivnog povereničkog računa]
Plaćanje kamate	Polugodišnje/ godišnje u ratama
Broj dana u godini uzetih za obračun kamate:	30/360 neusklađeno, Konvencija o izmeni vezanoj za dan posle radnog dana
Radni dan	Kao što je definisano u Okvirnom sporazumu o zajmu
Datum isplate	[datum]
Instrukcije za plaćanje (Zajmoprimac)	Broj računa [broj] u [naziv banke i ime grada]. SWIFT KOD : [šifra] preko [ime korespondentne banke i grada] SWIFT KOD : [šifra]
Instrukcije za plaćanje (CEB)	Kao u članu 3.4 Okvirnog sporazuma o zajmu

Otplata glavnice i plaćanje kamate biće obavljena u skladu sa priloženim Planom otplate. Dok će prva rata kamate biti plaćena [datum], prva rata glavnice biće otplaćena [datum].

Sva plaćanja će biti izvršena na račun CEB, u skladu sa gore navedenim Instrukcijama za plaćanje (CEB).

Ove odredbe su predmet dogovora u odnosu na „Konvenciju o izmeni vezanoj za dan posle poslovnog dana”, čija definicija se može naći u Okvirnom sporazumu o zajmu, potpisanom između CEB i Zajmoprimca (i Garanta) na dan [datum].

Pariz, datum
Za Savet Evrope
Banka za razvoj

Beograd, datum
Za Republiku Srbiju

PROPRATNO PISMO O ZAJMU SA VARIJABILNOM KAMATNOM STOPOM (OBRAZAC)

F/P 1593 - [broj] Tranša

BANKA ZA RAZVOJ SAVETA EVROPE

PROPRATNO PISMO

Okvirnom sporazumu o zajmu, od [datum]

između

BANKE ZA RAZVOJ SAVETA EVROPE

(u daljem tekstu CEB)

i

Republike Srbije

(u daljem tekstu Zajmoprimac)

Postojeći *Sporazum o isplatama* i Okvirni sporazum o zajmu definišu uslove koji su dogovoreni u vezi sa [broj] tranši u skladu sa članom [broj] pomenutog Okvirnog ugovora o zajmu.

Iznos Zajma

[**valuta i iznos**]

Rok dospeća

[broj]-godina krajnjeg roka dospeća sa [broj] godina grejs perioda

EURIBOR (ili LIBOR)

[*umetnuti definiciju EURIBOR ili LIBOR*]

Varijabilna kamatna stopa

EURIBOR ili **LIBOR 3 ili 6 meseci plus ili minus [broj] osnovnih poena [neto] godišnje** [*posle oduzimanja subvencionisane kamatne stope sa Selektivnog povereničkog računa*] (Telerejt [*referenca*] ili Rojters [*referenca*])

Plaćanje kamate

Kvartalno/polugodišnje u ratama

Broj dana u godini uzetih za obračun kamate:

Stvarni broj dana/360, Konvencija o izmeni vezanoj za dan posle radnog dana

Radni dan

Kao što je definisano u Okvirnom sporazumu o zajmu

Datum isplate

[*datum*]

Instrukcije za plaćanje (Zajmoprimac)

Broj računa [broj] u [*naziv banke i ime grada*]. [*šifra*] preko [*ime korespondentne banke i grada*] SWIFT KOD : [*šifra*]

Instrukcije za plaćanje (CEB)

Kao u članu 3.4 Okvirnog sporazuma o zajmu

[Umetnuti prema potrebi]

{Tekst za LIBOR osnovnu stopu i amortizujuću strukturu zajma

Kamatna stopa će se obračunavati za svaki period od [broj] meseci, počevši od datuma isplate. Kamata će biti utvrđena dva radna dana (u Londonu) pre svakog novog kamatnog perioda. CEB će obavestiti Zajmoprimca o kamati koja je plativa svakih [broj] meseca. Plaćanje kamate će se vršiti na dan (*datum, mesec*)⁴ svake godine, a prvi put na dan (*datum*). **[lista datuma otplate i iznosa glavnice koji dospevaju za svaki datum]**

⁴ uneti 4 datuma za kvartalna plaćanja i 2 datuma za polugodišnja plaćanja

{Tekst za LIBOR osnovnu stopu i *bullet* strukturu zajma

Kamatna stopa će se obračunavati za svaki period od [broj] meseci, počevši od datuma isplate. Kamata će biti utvrđena dva radna dana (u Londonu) pre svakog novog kamatnog perioda. CEB će obavestiti Zajmoprimca o kamati koja je plativa svakih [broj] meseca. Plaćanje kamate će se vršiti na dan (*datum, mesec*)⁵ svake godine, a prvi put na dan (*datum*). Glavnica će biti otplaćena u jednom ukupnom iznosu na dan [*datum*].

{Tekst za EURIBOR osnovnu stopu i amortizujuću strukturu zajma

Kamatna stopa će se obračunavati za svaki period od [broj] meseci, počevši od datuma isplate. Kamata će biti utvrđena dva radna dana pre svakog novog kamatnog perioda. CEB će obavestiti Zajmoprimca o kamati koja je plativa svakih [broj] meseca. Plaćanje kamate će se vršiti na dan (*datum, mesec*)⁶ svake godine, a prvi put na dan (*datum*). [**lista datuma otplate i iznosa glavnice koji dospevaju za svaki datum**]

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Sva plaćanja će biti izvršena na račun CEB u skladu sa gore navedenim Instrukcijama za plaćanje (CEB).

Ove odredbe su predmet dogovora u odnosu na „Konvenciju o izmeni vezanoj za dan posle poslovnog dana”, čija definicija se može naći u Okvirnom sporazumu o zajmu, potpisanom između CEB i Zajmoprimca (i garanta) na dan [*datum*].

Pariz, datum
Za Savet Evrope
Banka za razvoj

Beograd, datum
Za Republiku Srbiju

⁵ uneti 4 datuma za kvartalna plaćanja i 2 datuma za polugodišnja plaćanja

⁶ uneti 4 datuma za kvartalna plaćanja i 2 datuma za polugodišnja plaćanja

⁷ uneti 4 datuma za kvartalna plaćanja i 2 datuma za polugodišnja plaćanja

Dodatak 3

CEB - principi upravljanja životnom sredinom

Svrha principa za analizu aspekata životne sredine predstavljenih u daljem tekstu, je sledeća:

1. da se obezbedi da se projekti koje finansira Banka podvrgnu prethodnoj analizi životne sredine (preliminarnoj evaluaciji) kao i da se aspekti životne sredine uzmu u obzir,
2. da se izbegnu bilo kakvi rizici u vezi sa životnom sredinom i pravni sporovi koji mogu da ugroze izvođenje i funkcionisanje projekta,
3. da se obezbedi da se troškovi vezani za mere eventualne zaštite životne sredine procene i integrišu u ukupne troškove projekta.

Zajmoprimac mora da obezbedi sve informacije neophodne za procenu životne sredine vezane za Projekat.

Projekti koje izvodi država članica Evropske Unije ili država koja je pristupila⁸ ili zemlja koja je članica Evropskog ekonomskog prostora (EES) moraju da budu u skladu sa evropskim pravilima o životnoj sredini, čiji su osnovni principi:

- Princip opreznosti; princip prevencije; princip davanja prioriteta rešavanju problema životne sredine na njegovom izvoru i princip „zagađivač plaća”;
- Evropske direktive u vezi sa studijama o uticajima na životnu sredinu (EIS);
- Evropske direktive u vezi sa industrijskom proizvodnjom, upravljanjem vodom i otpadom, zagađivanjem tla i vazduha i zaštitom prirode.

Osim toga, projekti moraju da poštuju sve relevantne međunarodne konvencije i sporazume.

Za projekte koji se izvode u bilo kojoj drugoj državi članici CEB, moraju se primeniti isti principi koji moraju biti u skladu sa lokalnim uslovima i zakonima.

Mere za analizu aspekata životne sredine primenjive na sve projekte su sledeće:

A. Uticaj na životnu sredinu

- Svaki projekat mora da se podvrgne preliminarnom ispitivanju u vezi potencijalnih šteta koje mogu da budu nanesene životnoj sredini;
- Ova analiza treba da omogući da se projekat klasifikuje u skladu sa relevantnim kriterijumima kao što je definisano u Direktivi 85/337/CEE u vezi sa evaluacijom uticaja na životnu sredinu izvesnih javnih ili privatnih projekata;
- Studiju o uticaju na životnu sredinu mora da izvede nezavisno telo u slučaju projekata čije izvođenje i/ili funkcionisanje imaju značajan potencijal za nanošenje štete u životnoj sredini.

⁸ Trenutno Bugarska i Rumunija

B. Rizici u životnoj sredini

- Svaki projekat mora da se podvrgne preliminarnom ispitivanju u vezi rizika u životnoj sredini koji mogu da ugroze njegovo izvođenje i/ili korektno funkcionisanje;
- Neki primeri rizičnih projekata su oni koji su realizovani:
 - Na bivšim industrijskim zemljištima (rizici od kontaminacije tla i podzemnih voda);
 - Na lokacijama sa opasnom instalacijom;
 - U područjima podložnim poplavama;
 - U seizmički aktivnim oblastima (rizici od zemljotresa, klizišta itd.)
- Za svaki projekat koji bi mogao biti izložen materijalnim rizicima u životnoj sredini, mora se načiniti Dijagnoza životne sredine (ED).
- Ova dijagnoza uključuje analizu mera preduzetih za prevazilaženje rizika u životnoj sredini.

Dodatak 4.
PROCEDURE NABAVKE U ODNOSU NA PRAG VREDNOSTI

Kategorija	Vrednost ugovora (EUR 000)	Metod nabavke
Radovi	Iznad 5,150 (EU prag)*	<i>ICB</i> (Međunarodni tender)
	Između 75 i EU praga	<i>NCB</i> (Nacionalni tender)
	Ispod 75	Kupovina putem 3 pismene ponude
Roba i usluge	Iznad 206,000 (EU prag)*	<i>ICB</i>
	Između 75 i EU praga	<i>NCB</i>
	Ispod 75	Kupovina

* ažurirano u skladu sa EU propisima.

Član 3.

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