

ZAKON
O POTVRĐIVANJU UGOVORA O GARANCIJI ZA
KREDITNU LINIJU ZA AGENCIJU ZA SIGURANJE
DEPOZITA IZMEĐU REPUBLIKE SRBIJE I
EVROPSKE BANKE ZA OBNOVU I RAZVOJ

Član 1.

Potvrđuje se Ugovor o garanciji za kreditnu liniju za Agenciju za osiguranje depozita između Republike Srbije i Evropske banke za obnovu i razvoj, potpisan 23. oktobra 2014. godine u Beogradu.

Član 2.

Tekst Ugovora o garanciji za kreditnu liniju za Agenciju za osiguranje depozita između Republike Srbije i Evropske banke za obnovu i razvoj, u originalu na engleskom i prevodu na srpski jezik glasi:

(Operation Number 44657)

**GUARANTEE AGREEMENT
FOR THE CREDIT LINE TO THE DEPOSIT INSURANCE AGENCY OF
SERBIA**

between

REPUBLIC OF SERBIA

and

**THE EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

Dated 23 OCTOBER 2014

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GUARANTEE AGREEMENT

GUARANTEE AGREEMENT dated 23 October 2014 between **THE REPUBLIC OF SERBIA** (the "Guarantor") and **THE EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT** (the "Bank") (the „Guarantee Agreement“).

PREAMBLE

WHEREAS, the Guarantor and the Deposit Insurance Agency of Serbia have requested assistance from the Bank in the financing of part of the Project;

WHEREAS, pursuant to a loan agreement dated 23 October 2014 hereof between the Deposit Insurance Agency of Serbia as Borrower and the Bank (the "Loan Agreement" as defined in the Standard Terms and Conditions), the Bank has agreed to make a credit line to the Borrower in the amount of EUR 200 (two hundred) million, subject to the terms and conditions set forth or referred to in the Loan Agreement, but only on the condition that the Guarantor guarantees the obligations of the Borrower under the Loan Agreement as provided in this Agreement; and

WHEREAS, the Guarantor, in consideration of the Bank entering into the Loan Agreement with the Borrower, has agreed to guarantee such obligations of the Borrower.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I - STANDARD TERMS AND CONDITIONS; DEFINITIONS

Section 1.01. Incorporation of Standard Terms and Conditions

All of the provisions of the Bank's Standard Terms and Conditions dated 1 December 2012 are hereby incorporated into and made applicable to this Agreement with the same force and effect as if they were fully set forth herein (such provisions are hereinafter called the "Standard Terms and Conditions").

Section 1.02. Definitions

Wherever used in this Agreement (including the Preamble), unless stated otherwise or the context otherwise requires, the terms defined in the Preamble have the respective meanings given to them therein, the terms defined in the Standard Terms and Conditions and the Loan Agreement have the respective meanings given to them therein and the following term has the following meaning:

"Guarantor's Authorised

Representative" means the Minister of Finance of the Guarantor.

Section 1.03. Interpretation

In this Agreement, a reference to a specified Article or Section shall, except where stated otherwise in this Agreement, be construed as a reference to that specified Article or Section of this Agreement.

ARTICLE II – GUARANTEE AND PROCEDURE

Section 2.01. Guarantee

The Guarantor hereby unconditionally guarantees, as primary obligor and not as surety merely, the due and punctual payment of any and all sums due under the Loan Agreement, whether at stated maturity, by acceleration or otherwise, and the

punctual performance of all other obligations of the Borrower, all as set forth in the Loan Agreement.

Section 2.02. Procedure

(a) The Guarantor hereby confirms that it has knowledge of the terms and conditions of the Loan Agreement.

(b) The Bank agrees that any payment demand of the Guarantor pursuant to this Agreement shall be made in writing, and such payment demand shall specify the amount outstanding under the Loan Agreement and to be paid by the Guarantor, the date by which such amount is to be paid by the Guarantor, which shall be a date not less than three Business Days from the date of the notice of demand.

ARTICLE III - MISCELLANEOUS

Section 3.01. Notices

The following addresses are specified for purposes of Section 10.01 of the Standard Terms and Conditions:

For the Guarantor:

Republic of Serbia
Ministry of Finance
Kneza Milosa 20
1100 Belgrade
Serbia

Attention: Minister of Finance

Fax: +38 1 11 361 8961

For the Bank:

European Bank for Reconstruction and Development
One Exchange Square
London EC2A 2JN
United Kingdom

Attention: Operation Administration Department

Fax: +44-20-7338-6100

Section 3.02. Legal Opinion

For purposes of Section 9.03(b) of the Standard Terms and Conditions and in accordance with the terms of the Loan Agreement, the opinion or opinions of counsel shall be given on behalf of the Guarantor by the Ministry of Justice. The form of such opinion is attached to this Agreement.

IN WITNESS WHEREOF the parties hereto, acting through their duly authorised representatives, have caused this Agreement to be signed in four copies and delivered at Belgrade as of the day and year first above written.

THE REPUBLIC OF SERBIA

By:

Name: Ph. D. Dušan Vujović

Title: Minister of Finance

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

By:

Name: Matteo Patrone

Title: Director, Serbia

ATTACHMENT
FORM OF LEGAL OPINION OF THE GUARANTOR

[Official letterhead of the Ministry of Justice]

European Bank for
Reconstruction and Development
One Exchange Square
London EC2A 2JN
England

[Date]

Ladies and Gentlemen,

Re: Legal Opinion on the Guarantee Agreement between Republic of Serbia and the European Bank for Reconstruction and Development for the Loan Agreement between the Deposit Insurance Agency of Serbia and the European Bank for Reconstruction and Development, both dated []; (Operation No. 44657).

On [] 2014 the Deposit Insurance Agency of Serbia (the "**Borrower**") and the European Bank for Reconstruction and Development (the "**Bank**") concluded a loan agreement (the "**Loan Agreement**") and the Republic of Serbia (the "State") and the Bank entered into a guarantee agreement whereby the State guaranteed the obligations of the Borrower in favour of the Bank (the "**Guarantee**").

In this Opinion, words and expression defined in the Loan Agreement shall have the same meanings herein.

In my capacity as [Minister of Justice] of the Republic of Serbia, I have inspected the signed copy of each of the Loan Agreement and the Guarantee and all other relevant documentation and examined the Constitution of Serbia together with such laws, statutes, documents and other matters, and have made such other enquiries as I consider necessary or appropriate for the purpose of giving this opinion. Based upon the foregoing, I am of the opinion and state, respectively, that:

- (a) [By *[Insert reference to the Government's authorisation (or that of such other person or body) given to the Borrower's representative to negotiate and sign the Guarantee on behalf of the Republic of Serbia]*, the Presidency *[or any such other authorised person or body]* authorised [], Minister of [], to conclude and execute the Guarantee on behalf of the State. The authority granted to [], to take such actions, on behalf of the State, continued to be in full force and effect at the time of signing of the mentioned agreements.
- (b) The Council of Ministers of Serbia *[or any such other authorised person or body]*, after examining the negotiated drafts of the Loan Agreement and the Guarantee, resolved on *[Insert the date of the approval]* to approve the said drafts of the Loan Agreement and Guarantee.

- (c) In accordance with the provisions of Article [] of the Constitution of the State, the negotiation and ratification of treaties is subject to the consent of the [].
- (d) In accordance with the provisions of [], the negotiation, execution, delivery and implementation of the Loan Agreement and the entering into of Guarantee were consented to by the Parliament of Serbia pursuant to [*Cite the law passed by Parliament which consented to the ratification of the Loan Agreement*].
- (e) In accordance with the provisions of Articles [] of the Constitution of the Borrower, the Loan Agreement and the Guarantee Agreement were ratified by the Presidency on [*insert date*], as evidenced by [*insert title of the ratification instrument*].
- (f) In accordance with the provisions of the [*insert the relevant law*] the requirement relating to the publication of notice of the execution, delivery, ratification and performance of, or in any other respect, the Loan Agreement and the Guarantee has been completed and is satisfied.
- (g) In accordance with the provisions of the [*insert the relevant law*], the requirements relating to execution, delivery and performance of the Guarantee have been completed and is satisfied.
- (h) All acts, conditions and authorisations which need to be executed, fulfilled and performed in order to enable Serbia, as the Guarantor and the Deposit Insurance Agency of Serbia, as the Borrower to lawfully enter into, exercise its rights under, and perform the obligations set forth in, the Guarantee and Loan Agreement, respectively, have been fulfilled and performed in strict compliance with the Constitution and laws of Serbia.
- (i) The obligations of each of the State as Guarantor the Deposit Insurance Agency of Serbia as Borrower as set forth in the Guarantee and Loan Agreement, respectively, constitute legal, valid and binding obligations of the Guarantor and Borrower and are enforceable in accordance with their respective terms.
- (j) The obligations of the State as set forth in the Guarantee constitute international obligations of the State and have been approved in accordance with the provisions of the Constitution of the State relating to international agreements.

Finally, please note that the State has enacted a law extending to the Bank certain privileges, immunities and exemptions as Serbia is a member of the European Bank for Reconstruction and Development.

Yours faithfully,

Ministry of Justice
The Republic of Serbia

(Operativni broj 44657)

**UGOVOR O GARANCIJI
ZA KREDITNU LINIJU ZA AGENCIJU ZA OSIGURANJE DEPOZITA**

između

REPUBLIKE SRBIJE

i

EVROPSKE BANKE ZA OBNOVU I RAZVOJ

Od 23. oktobra 2014. godine

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UGOVOR O GARANCIJI

UGOVOR O GARANCIJI od 23. oktobra 2014. godine između **REPUBLIKE SRBIJE** („Garant“) i **EVROPSKE BANKE ZA OBNOVU I RAZVOJ** („Banka“) („Ugovor o garanciji“).

PREAMBULA

S OBZIROM NA ČINJENICU da su Garant i Agencija za osiguranje depozita zatražili pomoć od Banke za finansiranje dela Projekta;

S OBZIROM NA ČINJENICU da se, shodno ugovoru o zajmu od 23. oktobra 2014. između Agencije za osiguranje depozita, kao Zajmoprimca i Banke („Ugovor o zajmu“ kako je definisan u Standardnim uslovima), Banka saglasila da odobri kreditnu liniju Zajmoprimcu u iznosu od EUR 200.000.000 u skladu sa uslovima koji su utvrđeni ili koji se navode u Ugovoru o zajmu, međutim, samo pod uslovom da Garant garantuje za obaveze Zajmoprimca po osnovu Ugovora o zajmu kako je predviđeno u ovom ugovoru; i

S OBZIROM NA ČINJENICU da se Garant saglasio, imajući u vidu da Banka zaključuje Ugovor o zajmu sa Zajmoprimcem, da garantuje te obaveze Zajmoprimca, **NA OSNOVU TOGA**, ugovorne strane su saglasne kako sledi:

ČLAN I – STANDARDNI USLOVI; DEFINICIJE

Odeljak 1.01. Primenjivanje standardnih uslova

Sve odredbe bančinih Standardnih uslova od 1. decembra 2012. godine ovim su uključene u ovaj ugovor i važe za ovaj ugovor sa istim dejstvom i snagom kao da su u ovaj ugovor u celini uključene (u daljem u tekstu: „Standardni uslovi“).

Odeljak 1.02. Definicije

Kad god se koriste u ovom ugovoru (uključujući Preambulu), ukoliko nije drugačije navedeno ili ukoliko kontekst drugačije ne traži, pojmovi definisani u Preambuli imaju odgovarajuća značenja koja su im data u njoj, pojmovi definisani u Standardnim uslovima i Ugovoru o zajmu imaju odgovarajuća značenja koja su im u njima data, a sledeći pojam ima sledeće značenje:

„Ovlašćeni predstavnik

Garanta“ znači ministar finansija Garanta.

Odeljak 1.03. Tumačenje

U ovom ugovoru, pozivanje na konkretan član ili odeljak će se tumačiti u ovom ugovoru, osim ukoliko nije drugačije navedeno, kao pozivanje na taj konkretan član ili odeljak ovog ugovora.

ČLAN II – GARANCIJA I PROCEDURA

Odeljak 2.01. Garancija

Garant ovim bezuslovno garantuje, kao primarni dužnik, a ne samo kao avalista, uredno i tačno plaćanje svakog pojedinačnog i svih iznosa dospelih za plaćanje po osnovu Ugovora o zajmu, bilo o navedenom dospeću, usled ubrzanja plaćanja ili na drugi način, kao i blagovremeno izvršavanje svih ostalih obaveza Zajmoprimca, u svemu saglasno Ugovoru o zajmu.

Odeljak 2.02. Procedura

(a) Garant ovim potvrđuje da je upoznat sa uslovima Ugovora o zajmu.

(b) Banka je saglasna da svaki zahtev za plaćanje Garanta shodno ovom ugovoru mora da se vrši napismeno, a u tom zahtevu za plaćanje mora da bude naveden neotplaćeni iznos po osnovu Ugovora o zajmu koji plaća Garant, datum do koga taj iznos Garant treba da plati, a što će biti datum ne kraći od tri Radna dana od datuma dostavljanja obaveštenja o zahtevu.

ČLAN III – RAZNO**Odeljak 3.01. Obaveštenja**

Sledeće adrese navedene su za potrebe Odeljka 10.01 Standardnih uslova:

Za Garanta:

Republika Srbija
Ministarstvo finansija
Kneza Miloša 20
1100 Beograd
Srbija

Na ruke: ministar finansija

Faks: +38 1 11 361 8961

Za Banku:

European Bank for Reconstruction and Development
One Exchange Square
London EC2A 2JN
United Kingdom

Na ruke: Operation Administration Department

Faks: +44-20-7338-6100

Odeljak 3.02. Pravno mišljenje

Za potrebe Odeljka 9.03(b) Standardnih uslova, a u skladu sa uslovima Ugovora o zajmu, mišljenje ili mišljenja pravnog savetnika biće data u ime Garanta od strane Ministarstva pravde. Obrazac za ovo mišljenje dat je u prilogu ovog ugovora.

KAO DOKAZ NAPRED NAVEDENOG, ugovorne strane su, postupajući preko svojih uredno ovlašćenih predstavnika, učinile da ovaj ugovor bude potpisan u četiri primerka i da bude ispostavljen u Beogradu na dan i u godini kako su navedeni na početku.

REPUBLIKA SRBIJA

Potpisuje:

Ime: dr Dušan Vujović, s.r.

Funkcija: ministar finansija

EVROPSKA BANKA ZA OBNOVU I RAZVOJ

Potpisuje:

Ime: Matteo Patrone, s.r.

Funkcija: direktor, Srbija

PRILOG
OBRAZAC ZA PRAVNO MIŠLJENJE GARANTA

[Zvaničan memorandum Ministarstva pravde]

European Bank for
Reconstruction and Development
One Exchange Square
London EC2A 2JN
England

[Datum]

Poštovani,

Predmet: Pravno mišljenje o Ugovoru o garanciji između Republike Srbije i Evropske banke za obnovu i razvoj za Ugovor o zajmu između Agencije za osiguranje depozita i Evropske banke za obnovu i razvoj, oba od []; (Operativni broj 44657).

Na dan [] 2014. godine, Agencija za osiguranje depozita („Zajmoprimac”) i Evropska banka za obnovu i razvoj („Banka”) zaključile su ugovor o zajmu („Ugovor o zajmu”), a Republika Srbija („Država”) i Banka su zaključile ugovor o garanciji kojim je Država garantovala obaveze Zajmoprimca u korist Banke („Garancija”).

U ovom Mišljenju, reči i izrazi definisani u Ugovoru o zajmu će imati ista značenja i ovde.

U svojstvu [ministra pravde] Republike Srbije pregledao sam potpisan primerak Ugovora o zajmu i Ugovora o garanciji, kao i svu drugu relevantnu dokumentaciju i proučio Ustav Srbije zajedno sa svim onim zakonima, statutima, dokumentima i drugim pitanjima, i izvršio druga ispitivanja za koja sam smatrao da su potrebna ili odgovarajuća radi davanja ovog mišljenja. Na osnovu napred iznetog, mišljenja sam i u vezi sa tim izjavljujem da je:

(a) [Upisati poziv na Vladino ovlašćenje (ili poziv na drugo lice ili organ) dato predstavniku Zajmoprimca da obavi pregovore i da potpiše Garanciju u ime Republike Srbije], Predsedništvo [ili bilo koje drugo ovlašćeno lice ili organ] ovlastilo [], ministra [], da zaključi i potpiše Garanciju u ime Države. Ovlašćenje dato [] da preuzme takve radnje u ime Države i dalje je u celini na snazi i proizvodi dejstvo u vreme potpisivanja navedenih ugovora.

(b) Vlada Srbije [ili bilo koje drugo ovlašćeno lice ili organ] je donela odluku nakon pregleda ispregovaranih nacrti Ugovora o zajmu i o garanciji na dan [Upisati datum odobrenja] kojom se odobravaju navedeni nacrti Ugovora o zajmu i o garanciji.

(v) U skladu sa odredbama člana [] Ustava Države, pregovori i ratifikacija međunarodnih ugovora podleže pristanku [].

(g) U skladu sa odredbama [], pregovori, potpisivanje, dostavljanje i sprovođenje Ugovora o zajmu i zaključivanje Garancije dobili su pristanak Narodne skupštine Srbije u skladu sa [Navesti zakon koji je Skupština donela i kojim je dat pristanak na ratifikaciju Ugovora o zajmu].

(d) U skladu sa odredbama članova [] Ustava Zajmoprimca, Ugovor o zajmu i Ugovor o garanciji ratifikovalo je Predsedništvo dana [*uneti datum*], što se dokazuje [*uneti naziv instrumenta ratifikacije*].

(đ) U skladu sa odredbama [*uneti relevantni zakon*] uslov koji se odnosi na objavljivanje obaveštenja o potpisivanju, dostavljanju, ratifikaciji i realizaciji Ugovora o zajmu i o garanciji, kao i u svakom drugom pogledu, ispunjen i zadovoljen.

(e) U skladu sa odredbama [*uneti relevantni zakon*], uslovi koji se odnose na potpisivanje, ispostavljanje i sprovođenje Garancije ispunjeni su i zadovoljeni.

(ž) Sve radnje, uslovi i ovlašćenja koji treba da budu izvršeni, ispunjeni i obavljani da bi se omogućilo da Srbija kao Garant i Agencija za osiguranje depozita kao Zajmoprimac na zakonom predviđen način zaključe, ostvare svoja prava po osnovu Ugovora o garanciji i zajmu i ispune svoje obaveze utvrđene u njima, izvršene su i obavljene striktno u skladu sa Ustavom i zakonima Srbije.

(z) Obaveze Države kao Garanta i Agencije za osiguranje depozita kao Zajmoprimca, na način kako su utvrđene u Ugovoru o garanciji odnosno u Ugovoru o zajmu, predstavljaju zakonske, validne i obavezujuće obaveze Garanta i Zajmoprimca i sprovode se u skladu sa njihovim odgovarajućim uslovima.

(i) Obaveze Države na način kako su predviđene u Garanciji predstavljaju međunarodne obaveze Države i odobrene su u skladu sa odredbama Ustava Države koje se odnose na međunarodne sporazume.

Konačno, molimo da imate u vidu da je Država donela zakon kojim se Banci pružaju određene privilegije, imuniteti i izuzeća s obzirom na to da je Srbija članica Evropske banke za obnovu i razvoj.

S poštovanjem,

Ministarstvo pravde
Republike Srbije

Član 3.

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