

# **ZAKON**

## **O POTVRĐIVANJU UGOVORA O ZAJMU IZMEĐU KfW, FRANKFURT NA MAJNI I REPUBLIKE SRBIJE KOJU PREDSTAVLJA MINISTAR FINANSIJA ZA PROGRAM VODOSNABDEVANJA I KANALIZACIJE U OPŠTINAMA SREDNJE VELIČINE U SRBIJI V**

### **Član 1.**

Potvrđuje se Ugovor o zajmu između KfW, Frankfurt na Majni i Republike Srbije koju predstavlja ministar finansija za Program vodosnabdevanja i kanalizacije u opštinama srednje veličine u Srbiji V, koji je potpisan 8. juna 2017. godine u Beogradu, u originalu na engleskom jeziku.

### **Član 2.**

Tekst Ugovora o zajmu između KfW, Frankfurt na Majni i Republike Srbije koju predstavlja ministar finansija, za Program vodosnabdevanja i kanalizacije u opštinama srednje veličine u Srbiji V, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

**Loan Agreement**

dated June 8, 2017

between

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

and

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

for

**EUR 17 million**

for the Programme

**- Water Supply and Sewerage in Medium-Sized Municipalities in Serbia V -**

Loan ID: 27206

BMZ ID: 2012.6594.1

## **PREAMBLE**

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

(i) Summary Record of the Negotiations on Development Cooperation between the Government of the Federal Republic of Germany and the Government of the Republic of Serbia held in Belgrade on 18 October 2012

(ii) the Summary Record on the Negotiations on Development Cooperation between the Government of the Federal Republic of Germany and the Government of the Republic of Serbia held in Belgrade on 20 November 2014

with regard to the programme “Water Supply and Sewerage in Medium-Sized Municipalities in Serbia V” (“**Programme**”) and Accompanying Measures (BMZ-No.: 2012.6594.1, 2012.6733.5 and 2012.7008.1).

Along with the financing provided under this Loan Agreement, the Government of the Federal Republic of Germany has provided to the Programme three portions of grants, one of which through a special fund administered by the German Federal Ministry of Economic Cooperation and Development. These grants (together referred to as “**Financial Contributions**”) have been assigned on the terms and conditions as set forth between the Borrower and KfW in the “Financing Agreement for Expert Services” signed on 27 December 2013.

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

On this basis and under the condition that the Federal Republic of Germany extends a guarantee for the Loan, KfW will grant a Loan in accordance with the terms and conditions of this Loan Agreement.

## 1. Loan

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

**EUR 17 million**

**(in words: seventeen million Euro) ("Loan").**

1.2 *Channelling and purpose of the Loan.* The Borrower will use the Loan exclusively for the Programme to finance investment measures and (if necessary) expert services of up to EUR 700,000 to improve the provision of communal water supply and wastewater management in medium-sized towns / municipalities in the Republic of Serbia selected by the Borrower in consultation with KfW (each such town / municipality hereinafter referred to as "**Municipality**", together as "**Municipalities**"). To this effect, the Borrower will channel the Loan in full to the Municipalities and their corresponding water and wastewater utilities ("**Project Executing Agencies**", each a "**Project Executing Agency**") on the conditions set forth in Article 2 and ensure that the channelled Loan amounts are used to finance investments and expert services in accordance with the Programme. Regarding the implementation of the Programme, the Borrower will act through the Ministry of Construction, Transport and Infrastructure.

The Borrower will ensure that both, the Municipalities and the Project Executing Agencies, will be jointly responsible for the implementation of the individual investment measures.

1.3 The Borrower, each Municipality, its respective Project Executing Agency and KfW will determine the details of the Programme, including the investment measures, supplies and services to be financed from the Loan, within each Municipality in separate agreements (hereinafter referred to as "**Separate Agreements**", each a "**Separate Agreement**").

1.4 Taxes, charges, customs duties. Taxes and other public charges owed by the Borrower, any of the Municipalities or their Project Executing Agencies, as well as customs duties may not be financed from the Loan. In addition to the foregoing, the goods and services imported into the Republic of Serbia for the Programme shall be exempted from customs fees and the trade of goods, services and equipment for the Programme shall be exempted from VAT.

## 2. Channeling of the Loan

2.1 *On-lending agreement.* The Borrower shall channel up to 70% of the Loan to the Municipalities and its Project Executing Agencies as a loan at the terms and conditions set forth in Articles 5 and 6, and at least 30% as a grant. Further details will be set out in the individual Separate Agreements and in separate on-lending or on-granting agreements, as the case may be, to be concluded between the Borrower, each Municipality and its Project Executing Agency (the on-lending and on-granting agreements are hereinafter referred to as "**Trilateral Contracts**", each a "**Trilateral Contract**").

2.2 *Certified translation.* Prior to the first disbursement of the Loan, the Borrower through the Ministry of Construction, Transport and Infrastructure (MCTI) shall provide KfW with certified English translations of the Trilateral Contracts as specified in Article 2.1 hereof.

2.3 *No liability of Municipalities and their Project Executing Agencies.* The channelling of the Loan under the Trilateral Contracts shall not constitute any liability of the Municipalities or their Project Executing Agencies to KfW for

payment obligations under this Loan Agreement. The foregoing does not affect the Municipalities' or the PEAs' payment obligations towards the Borrower.

### **3. Disbursement**

- 3.1 *Requesting disbursements.* As soon as all conditions precedent to disbursement pursuant to Article 3.3 hereof are fulfilled, KfW will disburse the Loan in accordance with the progress of the Programme and upon request of the Borrower. Disbursements will be made in accordance with the disbursement schedule contained in Annex 1 to this Loan Agreement. KfW will make disbursements only up to the maximum amounts determined for each half-year. To the extent the Borrower requests disbursement of lower amounts within any half-year the undisbursed amounts may be requested in any of the next ensuing half-year periods. With the exception of the last disbursement, KfW is not obligated to make disbursements of less than EUR 10,000.00.
- 3.2 *Deadline for requesting disbursements.* KfW may refuse to make disbursements after 30 December 2021. If the execution of the Programme is delayed, KfW will examine after prior consultation with the Borrower whether and under what conditions this deadline may be extended. In such case KfW and the Borrower may agree by means of an exchange of letters on an extension of *the deadline*.
- 3.3 *Conditions precedent to disbursement.* KfW is obligated to make disbursements under this Loan Agreement only if the following conditions precedent have been fulfilled in a manner satisfactory to KfW in form and substance:
- a) The Borrower will have demonstrated to the satisfaction of KfW, by presenting a legal opinion the content of which is essentially in conformity with the specimen in Annex 2 hereof and by presenting certified copies (each with an official translation into the language of this Loan Agreement) of all documents to which such Legal Opinion refers, that the Loan Agreement is legally effective and enforceable and, in particular, that
    - (i) the Borrower has met all requirements under its constitutional law and other applicable legal provisions for the valid assumption of all its obligations under this Loan Agreement, and
    - (ii) KfW is exempted from all taxes on income from interest earnings and all levies, commissions and similar costs in the Republic of Serbia when granting the Loan;
  - b) KfW is in possession of an original of this Loan Agreement and the Separate Agreements, each signed with legally binding force;
  - c) the specimen signatures mentioned in Article 13.1 hereof have been received by KfW;
  - d) the Guarantee from the Federal Republic of Germany mentioned in Article 8 is in force and effect without any restriction. KfW will inform the Borrower once the Guarantee has been issued. The form of confirmation letter to be provided by KfW will be enclosed as Annex 3 to this Loan Agreement;
  - e) the Borrower has paid the Management Fee set forth in Article 4.2 hereof;
  - f) no reason for termination pursuant to Article 12.1 has occurred, nor has an incident occurred that would become a reason for termination pursuant to Article 12.1 by notification or expiration or ascertainment or fulfilment of a condition (potential reason for termination);

g) no extraordinary circumstances have arisen that preclude or seriously jeopardise the implementation, the operation, or the purpose of the Programme, or the performance of the payment obligations assumed by the Borrower under this Loan Agreement and

h) the Borrower through the MCTI has submitted certified translations of the Trilateral Contracts mentioned in Article 2.2.

KfW has the right prior to any disbursement from the Loan to demand such further documents and evidence as it deems necessary at its discretion (acting reasonably) to ascertain the conditions precedent for disbursement specified in this section.

- 3.4 *Details of the disbursement procedure.* The Borrower, through the MCTI each Municipality, its Project Executing Agency and KfW will determine the details of the disbursement procedure, including specific conditions precedent to disbursement by the Separate Agreements and, in particular, the evidence that has to be furnished by the Borrower through the MCTI proving that the requested Loan amounts are being used for the agreed purpose and investments.
- 3.5 *Right to cancel disbursements.* Subject to the fulfilment of its obligations under Article 11 hereof the Borrower may waive the disbursement of undisbursed Loan amounts with the prior consent of KfW against payment of a **Non-acceptance Compensation** pursuant to and as defined in Article 3.6 hereof.
- 3.6 *Non-acceptance Compensation.* If the Borrower cancels the disbursement of a Loan amount pursuant to Article 3.5 hereof, or if such Loan amount is not disbursed at all or is not disbursed by the deadline stated in Article 3.2 hereof for other reasons for which KfW cannot be held accountable, the Borrower will promptly pay to KfW upon its request such amount as is necessary to compensate KfW for any losses, expenses or costs incurred by KfW as a result of the non-disbursement of the Loan amount ("**Non-acceptance Compensation**"). KfW will calculate the amount of the Non-acceptance Compensation, acting reasonably, and communicate it to the Borrower.

#### 4. Fees

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

The Commitment Fee is due for payment semi-annually in arrears on 30 May and 30 November of each year and not earlier than on the respective date following the day on which this Loan Agreement enters into force and effect pursuant to Article 15.10.

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

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

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

soon as this Loan Agreement has been signed irrespective of whether the Loan is disbursed in full or only in part or at all.

## 5. Interest

The Borrower will pay interest to KfW as follows:

- 5.1 *Interest (Fixed Interest Rate set upon commitment of the Loan).* The Borrower will pay interest on the Loan at a rate of 1.10 % p. a. ("**Fixed Interest Rate**") until the last repayment instalment has been received in accordance with the repayment schedule set out in Article 6.1 hereof.
- 5.2 *Interest calculation.* Interest on a disbursed Loan amount will be charged from the date (exclusively) on which the respective Loan amount is disbursed from the Loan account held with KfW for the Borrower until the date (inclusively) on which the respective repayments are credited to KfW's account specified in Article 7.3 hereof. Interest will be calculated in accordance with Article 7.1 hereof.
- 5.3 *Payment Dates.* Interest will be due in arrears for payment on the dates specified below (each a "**Payment Date**"):
  - a) prior to the due date of the first repayment instalment, on 30 May and 30 November of each year and not earlier than on the Payment Date following the day on which this Loan Agreement enters into force and effect pursuant to Article 15.10 hereof;
  - b) on the due date of the first repayment instalment pursuant to Article 6.1 hereof together with such instalment;
  - c) thereafter on the due dates of the repayment instalments pursuant to Article 6.1 hereof.

## 6. Repayment and prepayment

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

Installment	Due Date	Amount in EUR
1	30.05.2022	809.000,00
2	30.11.2022	809.000,00
3	30.05.2023	809.000,00
4	30.11.2023	809.000,00
5	30.05.2024	809.000,00
6	30.11.2024	809.000,00
7	30.05.2025	809.000,00
8	30.11.2025	809.000,00
9	30.05.2026	809.000,00
10	30.11.2026	809.000,00
11	30.05.2027	810.000,00
12	30.11.2027	810.000,00
13	30.05.2028	810.000,00

14	30.11.2028	810.000,00
15	30.05.2029	810.000,00
16	30.11.2029	810.000,00
17	30.05.2030	810.000,00
18	30.11.2030	810.000,00
19	30.05.2031	810.000,00
20	30.11.2031	810.000,00
21	30.05.2032	810.000,00

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



- (i) any Prepayment Compensation due as a result of the prepayment pursuant to Article 6.4 c) hereof; and
- (ii) all interest accrued on the prepaid Loan amount and any other payments still outstanding under this Loan Agreement that have accrued until the date of the prepayment.

e) *Offsetting.* Article 6.2 hereof will apply mutatis mutandis to the offsetting of prepayments.

6.5. *Revised repayment schedule.* In the event that Article 6.3 or Article 6.4 hereof applies, KfW will send the Borrower a revised repayment schedule that will become an integral part of this Loan Agreement and will replace the repayment schedule valid until such time.

## **7. Calculations and payments in general**

7.1 *Calculation.* Interest, the Commitment Fee, default interest pursuant to Article 7.5 hereof, lump-sum compensation payments for overdue amounts pursuant to Article 7.6 hereof, Non-acceptance Compensation and Prepayment Compensation will be calculated on the basis of a 360-day year with thirty-day months.

7.2 *Due date.* If a payment to be made in connection with this Loan Agreement falls due on a date that is not a Banking Day, the Borrower must make such payment on the following Banking Day. If the following Banking Day falls within the next calendar month, such payment must be made on the last Banking Day of the current calendar month.

7.3 *Account number, time of crediting.* The Borrower will be released from its payment obligations in connection with this Loan Agreement if and to the extent that the respective amounts have been credited to KfW at its free disposal without any deductions in euros and no later than at 10.00 a.m. in Frankfurt am Main, Federal Republic of Germany, to KfW's account in Frankfurt am Main, Federal Republic of Germany, number IBAN DE92 5002 0400 3122 3012 32 stating the due date as an additional reference ("Ref. YYYYMMDD").

7.4 *Counterclaims of the Borrower.* The Borrower is not entitled to assert any rights of retention or set-off or comparable rights against payment obligations under this Loan Agreement unless such rights are recognised by declaratory judgment or are not being contested by KfW.

7.5 *Default interest.* If any repayment instalments or prepayments pursuant to Article 6.4 hereof are not at the disposal of KfW when due, KfW may without prior reminder charge default interest at the rate of 200 basis points above the interest rate *per annum* set out in Article 5.1 hereof for the period beginning on the due date and ending on the date on which such payments are credited to the account of KfW specified in Article 7.3 hereof. Such default interest must be paid immediately upon KfW's first demand.

7.6 *Lump-sum compensation.* KfW may without prior reminder request lump-sum compensation on overdue amounts (with the exception of the repayment instalments and prepayments mentioned in Article 7.5 hereof) from the due date until the date of payment at a rate of 200 basis points *per annum* above the Fixed Interest Rate pursuant to Article 5.1 hereof. The lump-sum compensation must be paid immediately upon KfW's first demand. The Borrower is free to demonstrate that no damages have occurred or that the damages were less than the lump-sum compensation.

7.7 *Calculations made by KfW.* Absent manifest errors, the values calculated by KfW and calculations performed by KfW of amounts due in connection with this Loan Agreement constitute *prima-facie* evidence (*Anscheinsbeweis*).

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

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

## 9. **Illegality**

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

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

For the avoidance of doubt, any cancellation hereunder will be subject to Article 3.6.

## 10. **Costs and public charges**

10.1 *No deductions or withholdings.* The Borrower will make all payments under this Loan Agreement without any deductions for taxes, other public charges or other costs. In the event that the Borrower is obligated by law or for other reasons to make any such deductions or withholdings on payments, the payments made by the Borrower will increase by such amount as necessary for KfW to receive in full the amounts due under this Loan Agreement after deduction of taxes and charges.

10.2 *Costs.* The Borrower will bear all costs and expenses accruing in connection with the disbursement and repayment of the Loan, in particular remittance and transfer costs (including conversion fees), as well as all costs and expenses accruing in connection with the maintenance or enforcement of this Loan Agreement and of any other document related to this Loan Agreement as well as of all rights resulting therefrom.

10.3 *Taxes and other charges.* The Borrower will bear all taxes and other public charges accruing outside the Federal Republic of Germany in connection with the conclusion and execution of this Loan Agreement. KfW advances such taxes or charges, the Borrower will transfer them without delay upon request to KfW's account specified in Article 7.3 hereof or to such other account as specified by KfW.

## 11. **Special obligations**

11.1 *Programme implementation and special information.* The Borrower will ensure itself and will ensure that each Municipality and its Project Executing Agency:

- a) will prepare, implement, operate and maintain the Programme in conformity with sound financial and technical practices, in compliance with environmental and social standards and substantially in accordance with the Programme conception agreed upon between the Borrower and KfW, whereas in respect of the foregoing the Borrower will act through MCTI;
- b) will assign the preparation and supervision of construction of the Programme to independent, qualified consulting engineers or consultants, and the implementation of the Programme to qualified firms, whereas in respect of the foregoing the Borrower will act through MCTI;

- c) will award the contracts for the goods and services to be financed from the Loan (Article 11.1 b) hereof), in accordance with KfW's procurement Guidelines and the procurement rules and thresholds to be set out in detail in the Separate Agreements, upon prior public international bidding or upon prior competitive bidding among a limited number of enterprises (at least three), depending on the contract volumes, whereas in respect of the foregoing the Borrower will act through MCTI;
  - d) will ensure the full financing of the Programme and furnish to KfW upon its request evidence proving that the costs not paid from this Loan are covered;
  - e) will keep books and records or have books and records kept that unequivocally show all costs of goods and services required for the Programme and clearly identify the goods and services financed from this Loan, whereas in respect of the foregoing the Borrower will act through MCTI;
  - f) will enable KfW and its agents at any time to inspect such books and records and any and all other documentation relevant to the implementation and operation of the Programme, and to visit the Programme sites and all the installations related thereto, whereas in respect of the foregoing the Borrower will act through MCTI;
  - g) will furnish to KfW any and all such information and records on the Programme and its further progress as KfW may reasonably request;
  - h) will, immediately and on its own initiative,
    - (i) forward to KfW any queries received by the Borrower from the OECD or its members under the so-called "Agreement for Untied ODA Credits Transparency" following the award of the contracts for the supplies and services to be financed from the Loan and will coordinate the reply to any such queries with KfW, and
    - (ii) notify KfW of any and all circumstances that preclude or seriously jeopardise the implementation, the operation or the purpose of the Programme; will furnish to KfW any and all such information on the Project Executing Agencies' financial situation as KfW may reasonably request and to keep such information confidential subject to Article 14, whereas in respect of the foregoing the Borrower will act through MCTI;
  - j) will send audited financial statements of the Project Executing Agencies with the balance sheet and profit and loss accounts and relevant notes to KfW as soon as possible but in any case within nine months after the end of each financial year, whereas in respect of the foregoing the Borrower will act through MCTI, and
  - k) will enable KfW and its representatives at any time to inspect the Project Executing Agencies' books and records, which must reflect the Project Executing Agencies' business activity and financial situation in conformity with standard accounting principles, whereas in respect of the foregoing the Borrower will act through MCTI.
- 11.2 *Details of Programme implementation.* The Borrower, the Municipalities, the Project Executing Agencies and KfW will determine the details pertaining to Article 11.1 hereof by the Separate Agreements.
- 11.3 *Compliance.* The Borrower through the MCTI will ensure that the persons entrusted by itself, by any of the Municipalities and / or by their Project Executing Agencies with preparing and implementing the Programme,

awarding contracts for the supplies and services to be financed and requesting the Loan amounts do not demand, accept, make, grant, promise or accept the promise of unlawful payments or other advantages in connection with these tasks.

- 11.4 *Further Obligations.* The Borrower will comply and shall ensure that the Municipalities and PEAs will comply with the obligations set out in the Separate Agreement.
- 11.5 *Assistance to Municipalities and PEAs.* The Borrower through the MCTI or, where relevant, other agencies of the Republic of Serbia, will assist the Municipalities and the Project Executing Agencies in conformity with sound engineering and financial practices in the implementation of the Programme and the performance of their obligations under the respective Separate Agreement and in particular, grant the Municipalities and their Project Executing Agencies any and all permissions necessary for the implementation of the Programme.
- 11.6 *Money laundering.* The Borrower will ensure that the Municipalities and the Project Executing Agencies will promptly make available to KfW on demand all information and documents which KfW requires to fulfil its obligations to prevent money laundering and terrorism financing as well as for the continuous monitoring of its business relationship with the Borrower, the Municipalities and the Project Executing Agencies, which is necessary for this purpose.

By entering into and implementing this Loan Agreement the Borrower will ensure that the Municipalities and the Project Executing Agencies act in their own name and for their own account. With regard to German law or the law of the the Republic of Serbia, the Borrower will ensure that,

- a) he Municipalities' or the Project Executing Agencies' own resources or the amounts invested in the financing of the Programme will not be of illicit origin and, in particular, without this list being exhaustive, will not be associated with drug trafficking, corruption, organised criminal activity or terrorism;
  - b) the capital of the Municipalities and of the Project Executing Agencies will not at any time be of illicit origin and, in particular, without this list being exhaustive, will not at any time be related to drug trafficking, corruption, organised crime or terrorism;
  - c) the Municipalities and the Project Executing Agencies will not engage in the acquisition, possession or use of property that is of illicit origin;
  - d) the Municipalities and the Project Executing Agencies will not at any time be associated with drug trafficking, corruption, organised criminal activity or terrorism, without this list being exhaustive;
  - e) the Municipalities and the Project Executing Agencies will not engage in financing terrorism.
- 11.7 *Pari passu ranking.* The Borrower warrants and represents that its obligations under this Loan Agreement rank and will be serviced at least *pari passu* with all other unsecured and not subordinated payment obligations, and, accordingly, to perform the obligations under this Loan Agreement *pari passu*. The Borrower will ensure to the extent permitted by law that this ranking is also assured for all future unsecured and not subordinated obligations.
- 11.8 *Sale of assets.* Without KfW's prior consent the Borrower will not itself and will ensure that neither the Municipalities nor the Project Executing Agencies sell

any Programme assets in their entirety or parts thereof before repayment of the Loan in full.

## **12. Termination of the Loan Agreement**

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

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

12.2 *Legal consequences of the occurrence of a cause for termination.* If one of the events mentioned in Article 12.1 hereof has occurred, KfW may immediately suspend disbursements under this Loan Agreement. If this event is not resolved within a period of five days (in the case of Article 12.1 a) hereof) or in all other cases of Article 12.1 hereof within a period determined by KfW which, however, shall be at least 30 days, KfW may cancel this Loan Agreement in whole or in part with the consequence that its obligations under this Loan Agreement cease and KfW may demand the immediate repayment of all or part of the Outstanding Loan Amount together with the interest accrued and the remaining amounts owed under this Loan Agreement. Articles 7.5 and 7.6 hereof apply to accelerated amounts *mutatis mutandis*.

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

## **13. Representation and statements**

13.1 *Representation of the Borrower.* The Minister of Finance and such persons as designated by him or her to KfW and authorised by specimen signatures authenticated by him or her will represent the Borrower in the execution of this Loan Agreement. The Minister of Construction, Transport and Infrastructure and such persons as designated by him or her to KfW and authorised by specimen signatures authenticated by him or her will represent the Borrower in the implementation of the Programme and this Loan Agreement. The power of representation will not expire until its express revocation by the representative of the Borrower authorised at such time has been received by KfW.

13.2 *Addresses:* Declarations or notifications in connection with this Loan Agreement must be in writing. They must be sent as originals or – with the exception of requests for disbursement - via facsimile. Any and all declarations or notifications made in connection with this Loan Agreement must be sent to the following addresses:

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

**For the Borrower:** Ministry of Finance  
 Kneza Milosa 20,11000 Beograd  
 Republic of Serbia  
 Fax: +381-11-3618-961

Ministry of Construction, Transport and  
 Infrastructure  
 Nemanjina 22-26,  
 11 000 Belgrad  
 Republic of Serbia  
 Fax: +381 11 26 06 544

#### **14. Publication and transfer of Programme-related information**

14.1 *Publication of Programme-related information by KfW.* To comply with internationally accepted principles of utmost transparency and efficiency in the development cooperation, KfW publishes selected information (including evaluation reports) about the Programme and how it is financed during pre-contractual negotiations, while the Programme-related agreement(s) is (are) being implemented and in the post-contractual stage (hereinafter referred to as the "**Entire Period**").

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

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

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

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

- a) subsidiaries of KfW;
- b) the Federal Republic of Germany and its competent bodies, authorities, institutions, agencies or entities;
- c) other implementing organisations involved in German bilateral development cooperation, particularly the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH;
- d) international organisations involved in collecting statistical data and their members, especially the Organisation for Economic Cooperation and Development (OECD) and its members.

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

- a) Federal Republic of Germany for the purposes of the International Aid Transparency Initiative ([http://www.bmz.de/de/was\\_wir\\_machen/wege/transparenz-fuer-mehr-Wirksamkeit/index.html](http://www.bmz.de/de/was_wir_machen/wege/transparenz-fuer-mehr-Wirksamkeit/index.html));
- b) Germany Trade & Invest (GTAI) for the purposes of market information (<http://www.gtai.de/GTAI/Navigation/DE/trade.FOO>);
- c) OECD for the purpose of reporting financial flows in the framework of development cooperation (<http://stats.oecd.org/>);
- d) German Institute for Development Evaluation (DEval) for the purposes of evaluating the overall German development cooperation to ensure transparency and efficiency (<http://www.deval.org/de/>).

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

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

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

## 15. General provisions

15.1 *Banking Day.* Where reference is made in this Loan Agreement to a "**Banking Day**" this means a day other than a Saturday or Sunday on which commercial banks in Frankfurt am Main, Federal Republic of Germany are open for general business.

- 15.2 *Place of performance.* The place of performance for all obligations under this Loan Agreement is Frankfurt am Main, Federal Republic of Germany.
- 15.3 *Partial invalidity and gaps.* If any provision of this Loan Agreement is or becomes invalid, or if there is a gap in any of the provisions of this Loan Agreement, this will not affect the validity of the remaining provisions hereof. The parties to this Loan Agreement will replace any invalid provision by a legally valid one which comes as close as possible to the spirit and purpose of the invalid provision. The parties will fill any gap in the provisions with a legally valid provision which comes as close as possible to the spirit and purpose of this Loan Agreement.
- 15.4 *Written form.* Any addenda and amendments to this Loan Agreement must be in writing. The parties may waive the written form requirement only in writing.
- 15.5 *Assignment.* The Borrower may not assign or transfer, pledge or mortgage any claims from this Loan Agreement.
- 15.6 *Applicable law.* This Loan Agreement is governed by German law.
- 15.7 *Limitation period.* All claims of KfW under this Loan Agreement expire after five years from the end of the year in which such claim has arisen and in which KfW has become aware of the circumstances constituting such claim or could have become aware of them without gross negligence.
- 15.8 *Waiver of immunity.* If and to the extent that the Borrower may now or in future in any jurisdiction claim immunity for itself or its assets and to the extent that a jurisdiction grants immunity to the Borrower and its assets from suit, execution, attachment or other legal process, the Borrower irrevocably agrees to waive such immunity for claims from and in connection with this Loan Agreement to the fullest extent permitted by the laws of such jurisdiction. Foregoing waiver of immunity shall not apply to property which is (i) used by a diplomatic, consular or special missions and missions of international organizations or to international conferences of the Borrower's Country or (ii) of a military character and under the control of a military authority.
- 15.9 *Legal disputes. Arbitration.* All disputes arising out of or in connection with this Loan Agreement will be settled exclusively and finally by an arbitration tribunal. In this regard, the following will apply:
- (i) The arbitration tribunal will consist of one or three arbitrators who will be appointed and will act in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC) applicable from time to time.
  - (ii) The arbitration proceeding will be conducted in Frankfurt am Main. The language of the proceeding will be English.
- 15.10 *Entry into force.* This Loan Agreement will not enter into force and effect until
- a) it has been ratified by the National Assembly of the Republic of Serbia; and
  - b) the Borrower has provided KfW with a written confirmation that the Loan Agreement has been duly ratified and published according to applicable law.

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



Done in 4 originals in the English language.

Frankfurt am Main  
this 8 day of June 2017

Belgrade,  
this 8 day of June 2017

For KfW

For the Republic of Serbia  
represented by the  
Minister of Finance

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Dr. Dirk Mildner

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Dusan Vujovic, Ph.D.  
Minister of Finance

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Arne Goss

**Annex 1**  
**Disbursement schedule**

**Fastest possible disbursement schedule**

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

<b>Period</b>	<b>Effective Date of Beginn of Period (incl.)</b>	<b>Effective Date of End of Period (excl.)</b>	<b>Maximum amount that may be disbursed up to the end of the period (cumulative)</b> (all figures in EUR)
1	01.07.2017	01.01.2018	250,000.00
2	01.01.2018	01.07.2018	2,250,000.00
3	01.07.2018	01.01.2019	4,500,000.00
4	01.01.2019	01.07.2019	7,500,000.00
5	01.07.2019	01.01.2020	11,000,000.00
6	01.01.2020	01.07.2020	14,000,000.00
7	01.07.2020	01.01.2021	16,000,000.00
8	01.01.2021	31.12.2021	17,000,000.00

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

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

[Letterhead of Legal Adviser]

KfW

Department [\_\_\_\_\_]

\_\_\_\_\_ (date)

Attn: [\_\_\_\_\_]

Palmengartenstrasse 5 - 9

Postfach 11 11 41

60325 Frankfurt am Main/Germany

Federal Republic of Germany

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

Dear Sirs,

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

1. Documents examined

I have examined:

- 1.1 an authentic signed original of the Loan Agreement;
- 1.2 the constitutional documents of the Borrower, in particular:
  - (a) the Constitution of the Republic of COUNTRY, \_\_\_\_\_, duly published in \_\_\_\_\_, No \_\_\_\_\_, page \_\_\_\_\_, ;

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

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

## 2. Opinion

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

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

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

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

- (c) \_\_\_\_\_ *[please refer to other resolutions, decisions etc.].*

- 2.2 Ms./Mr. \_\_\_\_\_ (and Ms./Mr. \_\_\_\_\_) is (are) duly authorised by \_\_\_\_\_ *[e.g. by law due to her / his position (as Minister of \_\_\_\_\_/as \_\_\_\_\_), by government resolution \_\_\_\_\_, by power of attorney of \_\_\_\_\_ dated \_\_\_\_\_, etc.]* to sign solely / jointly the Loan Agreement on behalf of the Borrower. The Loan Agreement as signed by Ms./Mr. \_\_\_\_\_ (and Ms./Mr.) has been duly executed on behalf of the Borrower and constitutes legally binding obligations of the Borrower enforceable against it at law in accordance with its terms.

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

- 2.3 For the execution and performance of the Loan Agreement by the Borrower (including without limitation the obtaining and transfer to KfW of all amounts due thereunder in the currencies specified therein), the following official

approvals, authorisations, licenses, registrations and / or consents have been obtained and are in full force and effect:

- (a) Consent of the \_\_\_\_\_ [Minister / Ministry of \_\_\_\_\_], dated \_\_\_\_\_, No \_\_\_\_\_; and
- (b) \_\_\_\_\_ [*please list any other official authorisations, licenses and / or consents*].

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

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

- 2.3 No official authorisations, consents, licenses, registrations and / or approvals of any governmental authority or agency (including the Central / National Bank of the Republic of COUNTRY) or court are required or advisable in connection with the execution and performance of the Loan Agreement by the Borrower (including without limitation the obtaining and transfer to KfW of all amounts due thereunder in the currencies specified therein) and the validity and enforceability of the Borrower's obligations under the Loan Agreement.
- 2.4 No stamp tax or similar tax or duty has to be paid in connection with the validity or enforceability of the Loan Agreement.
- 2.5 The choice of German law to govern the Loan Agreement and the submission to arbitration in accordance with Article \_\_\_\_\_ of the Loan Agreement are valid and binding. Arbitration awards against the Borrower will be recognised and enforceable in the Republic of COUNTRY according to the following rules: \_\_\_\_\_ [*please insert applicable treaty (if any), e.g. the 1958 New York Convention, and / or the basic principles regarding recognition and enforcement of arbitration awards in COUNTRY*].
- 2.6 The courts of the Republic of COUNTRY are at liberty to give judgment denominated in the currency or currencies specified in the Loan Agreement.
- 2.7 The borrowing by the Borrower under the Loan Agreement and the execution and performance by the Borrower of the Loan Agreement constitute private and commercial acts and not governmental or public acts. Neither the Borrower nor any of its property has any right of immunity from arbitration, suit, execution, attachment or other legal process.
- 2.8 The Cooperation Agreement is in full force and effect under the constitution and laws of the Republic of COUNTRY. [Pursuant to Article 3. of the Cooperation Agreement] [If the Cooperation Agreement has not entered into force but a double-taxation agreement does exist] Pursuant to the \_\_\_\_\_ [*please specify treaty or applicable laws and regulations*] / the Borrower will not be required to make any deduction or withholding from any payment the Borrower has to make under the Loan Agreement and should any such deduction or withholding be subsequently imposed, the provisions of Article \_\_\_\_\_ of the Loan Agreement shall operate so as to require the Borrower to indemnify KfW accordingly.

2.9 KfW is not and will not be deemed to be resident, domiciled, carrying on business or be subject to taxation in the Republic of *COUNTRY* by reason only of the execution, performance or enforcement of the Loan Agreement. It is not necessary or advisable that KfW be licensed, qualified or otherwise entitled to carry on business or that KfW appoints agents or representatives in the Republic of *COUNTRY*.

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

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

\_\_\_\_\_, \_\_\_\_\_  
(Place) (Date)

*[Signature]*

Name: \_\_\_\_\_

Enclosures:

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

**Confirmation letter from KfW regarding the German Government Guarantee**

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

Programme: Water Supply and Wastewater Treatment in Medium-Sized Municipalities in Serbia V

Guarantee of the Federal Republic of Germany for the Loan

Dear Sirs,

We herewith confirm that the Guarantee of the Federal Republic of Germany for the Loan as stipulated in the Preamble of the Loan Agreement dated \_\_\_\_\_ for the Programme Water Supply and Wastewater Treatment in Medium-Sized Municipalities in Serbia V has been issued to KfW.

Yours sincerely,

KfW

\_\_\_\_\_

\_\_\_\_\_

**Ugovor o zajmu**

od 8. juna 2017. godine

između

**KfW-a, Frankfurt na Majni**

(u daljem tekstu: „KfW”)

i

**Republike Srbije**

koju predstavlja ministar finansija

(u daljem tekstu: „Zajmoprimac”)

u iznosu do

**17.000.000. EUR**

za

**Program vodosnabdevanja i kanalizacije u opštinama srednje  
veličine u Srbiji V**

Zajam ID: 27206

BMZ ID: 2012.6594.1



## PREAMBULA

Osnova ovog ugovora o zajmu između KfW-a i Zajmoprimca (u daljem tekstu: „Ugovor o zajmu”) sadržana je u sledećem:

- (i) rezimeu protokola sa pregovora o razvojnoj saradnji između Vlade Savezne Republike Nemačke i Vlade Republike Srbije od 18. oktobra 2012. godine
- (ii) rezimeu protokola sa pregovora o razvojnoj saradnji između Vlade Savezne Republike Nemačke i Vlade Republike Srbije od 20. novembra 2014. godine

u vezi sa programom „Vodosnabdevanje i kanalizacija u opštinama srednje veličine u Srbiji V” (u daljem tekstu: „Program”) i pratećih mera (BMZ-No.: 2012.6594.1, 2012.6733.5 i 2012.7008.1).

Pored finansiranja predviđenog ovim ugovorom o zajmu, Vlada Savezne Republike Nemačke je obezbedila tri dela donacije za Program, od kojih je jedan iz posebnog fonda kojim upravlja nemačko Savezno ministarstvo za ekonomsku saradnju i razvoj. Ove donacije (zajedno u daljem tekstu: „Finansijski doprinos”) su opredeljene po uslovima definisanim između Zajmoprimca i KfW-a u skladu sa „Sporazumom o finansiranju usluga eksperata” zaključenim 27. decembra 2013. godine.

KfW će refinansirati odobren zajam, po uslovima ovog ugovora o zajmu, putem subvencionisanih kamatnih stopa obezbeđenih iz niskokamatnih budžetskih sredstava Savezne Republike Nemačke, namenjenih za projekte koji ispunjavaju kriterijume razvojne politike. Uslovi zajma su u skladu sa zahtevima Organizacije za ekonomsku saradnju i razvoj (OECD) koji se primenjuju na dan potpisivanja Ugovora o zajmu u cilju njihovog priznavanja kao zvanične razvojne pomoći (ODA).

Na ovoj osnovi i pod uslovom da Savezna Republika Nemačka izda garanciju za zajam, KfW će odobriti zajam u skladu sa uslovima ovog ugovora o zajmu.

## 1. Zajam

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

**17.000.000 EUR**

(sedamnaest miliona evra)

(u daljem tekstu: „Zajam”).

- 1.2 *Prenošenje i svrha Zajma.* Zajmoprimac će koristiti sredstva Zajma isključivo za Program u cilju finansiranja investicionih mera i (ukoliko bude potrebno) usluga eksperata u iznosu do 700.000 evra za unapređenje pružanja komunalnih usluga vodosnabdevanja i kanalizacije i upravljanja otpadnim vodama u odabranim gradovima/opštinama srednje veličine u Republici Srbiji od strane Zajmoprimca uz dogovor sa KfW-om (svaki grad/opština u daljem tekstu: „opština”, zajedno „opštine”). U tom smislu, Zajmoprimac će preneti Zajam u celosti opštinama i njihovim komunalnim preduzećima za vodovod i kanalizaciju (u daljem tekstu: Agencije za sprovođenje projekta”, pojedinačno „Agencija za sprovođenje projekta”) u skladu sa uslovima navedenim u članu 2. i postaraće se da se preneti iznos Zajma koristi za finansiranje investicija i usluga eksperata u skladu sa Programom. Što se tiče implementacije Programa, Zajmoprimca će predstavljati Ministarstvo građevinarstva, saobraćaja i infrastrukture.

Zajmoprimac će se postarati da opštine i Agencije za sprovođenje projekta, budu zajedno odgovorne za implementaciju pojedinačnih investicionih mera.

- 1.3 Zajmoprimac, svaka opština, opštinska Agencija za sprovođenje projekta i KfW će razraditi detalje Programa, koji uključuju investicione mere, nabavku i usluge koji će biti finansirani iz sredstava Zajma u svakoj opštini, posebnim ugovorima (u daljem tekstu: „Posebni ugovori”, pojedinačno „Poseban ugovor”).
- 1.4 *Porezi, takse, carinske dažbine.* Porezi i druge javne dažbine koje su obaveza Zajmoprimca, neke od opština ili njihove Agencije za sprovođenje projekta, kao i carinske dažbine, neće se finansirati iz sredstava Zajma. Pored gore navedenog, roba i usluge uvezene u Republiku Srbiju za potrebe Programa će biti oslobođena plaćanja carina, a trgovina robom, uslugama i opremom za potrebe Programa će biti oslobođene plaćanja PDV-a.

## 2. Prenošenje Zajma

- 2.1 *Ugovor o prenošenju.* Zajmoprimac će preneti do 70% sredstava Zajma opštinama i njihovim Agencijama za sprovođenje projekta u vidu zajma prema uslovima definisanim u članovima 5. i 6, i najmanje 30% sredstava Zajma u vidu donacije. Dalje pojedinosti će biti definisane pojedinačnim Posebnim ugovorima i posebnim ugovorima o prenošenju ili doniranju sredstava, u zavisnosti od slučaja, koje će zaključiti Zajmoprimac, opština i njena Agencija za sprovođenje projekta (ugovori o prenošenju ili doniranju sredstava u daljem tekstu će biti označeni kao „Trilateralni ugovori”, pojedinačno „Trilateralni ugovor”).
- 2.2 *Overeni prevod.* Pre prve isplate sredstava Zajma, Zajmoprimac, koga u ovom slučaju predstavlja Ministarstvo građevinarstva, saobraćaja i infrastrukture (MGSI), će dostaviti KfW-u overen prevod na engleski jezik Trilateralnih ugovora kao što je određeno članom 2.1 ovog ugovora o zajmu.
- 2.3 *Nema prenošenja obaveza na opštine i njihove Agencije za sprovođenje projekta.* Prenošenje sredstava Zajma po osnovu Trilateralnih ugovora neće imati za posledicu preuzimanje bilo kakvih obaveza od strane opština ili

njihovih Agencija za sprovođenje projekta u pogledu plaćanja obaveza prema KfW-u po osnovu ovog ugovora o zajmu. Prethodno navedeno ne utiče na obaveze plaćanja opština i Agencija za sprovođenje projekta prema Zajmoprimcu.

### 3. Isplata

3.1 *Zahtev za isplatu.* Čim se ispune svi uslovi za isplatu navedeni u članu 3.3 ovog ugovora o zajmu KfW će, na zahtev Zajmoprimca isplatiti sredstva Zajma u skladu sa napredovanjem Programa. Isplata će biti izvršena u skladu sa planom isplate koji je sadržan u Aneksu 1 ovog ugovora o zajmu. KfW će vršiti isplate samo do visine maksimalnih iznosa utvrđenih za svaki polugodišnji period. U tom smislu, ukoliko je zahtevana isplata manjeg iznosa u okviru perioda od pola godine, Zajmoprimac može zahtevati isplatu preostalog dela neisplaćenih iznosa u okviru narednog perioda od pola godine. Uz izuzetak poslednje isplate, KfW nije u obavezi da izvrši isplatu u iznosu manjem od 10.000,00 evra.

3.2 *Rok za podnošenje zahteva za isplatu.* KfW može da odbije zahteve za isplatu posle 30. decembra 2021. godine. Ukoliko sprovođenje Programa kasni, KfW će, nakon konsultacija sa Zajmoprimcem, razmotriti da li i pod kojim uslovima taj rok može biti produžen. U tom slučaju, KfW i Zajmoprimac se mogu saglasiti putem razmene pisama o produženju roka.

3.3 *Uslovi koji prethode isplati.* KfW je u obavezi da izvrši isplate u skladu sa ovim ugovorom o zajmu isključivo ukoliko su ispunjeni sledeći uslovi koji prethode isplati, i to u obliku i sadržaju koji su prihvatljivi za KfW:

a) Zajmoprimac je pokazao ispunjenost uslova do nivoa prihvatljivog za KfW da je Ugovor o zajmu pravosnažan i da je stupio na snagu, podnošenjem pravnog mišljenja koje je po osnovnoj sadržini u skladu sa primerom prikazanim u Aneksu 2 ovog ugovora o zajmu i podnošenjem overenih kopija (svaka sa overenim prevodom na jeziku ovog ugovora o zajmu) svih dokumenata na koje se ovo pravno mišljenje odnosi a posebno da je:

- (i) Zajmoprimac ispunio sve zahteve prema svom ustavnom pravu i drugim zakonskim odredbama za pravosnažno preuzimanje svih svojih obaveza prema ovom ugovoru o zajmu, i
- (ii) KfW je izuzet od plaćanja svih poreza na prihod od kamata, kao i naknada, provizija i sličnih troškova u Republici Srbiji, po osnovu odobravanja Zajma;

b) KfW-u je dostavljen original ovog ugovora o zajmu i Posebnih ugovora, svaki potpisan u skladu sa zakonskim obavezama;

v) KfW je primio deponovane potpise navedene u članu 13.1 ovog ugovora o zajmu;

g) garancija Savezne Republike Nemačke iz člana 8. ovog ugovora o zajmu je stupila na snagu i da je pravosnažna bez ikakvih ograničenja. Po izdavanju garancije, KfW će o ovome obavestiti Zajmoprimca. Obrazac Pisma o potvrđi koje će dostaviti KfW priložen je kao Aneks 3 ovog sporazuma o zajmu;

d) Zajmoprimac je platio Proviziju za organizovanje posla navedenu u članu 4.2 ovog ugovora o zajmu;

đ) nije došlo do razloga za raskid ugovora u skladu sa članom 12.1, niti je došlo do iznenadnih okolnosti koje bi predstavljale razlog za raskid ugovora u skladu sa članom 12.1 slanjem obaveštenja ili isteka ili utvrđivanja ili ispunjenosti uslova (mogući razlog za raskid);

e) ne postoje nikakve vanredne okolnosti koje bi mogle da spreče ili ozbiljno ugroze sprovođenje, rad ili svrhu Programa, ili izvršavanje obaveza plaćanja koje Zajmoprimac preuzima u skladu sa ovim ugovorom o zajmu i

ž) Zajmoprimac, koga u ovom slučaju predstavlja MGSI, je dostavio overen prevod Trilateralnog ugovora navedenog u članu 2.2.

Pre bilo koje isplate iz sredstava Zajma, KfW ima pravo da zahteva sva dodatna dokumenta i dokaze koje bude smatrao neophodnim po svom diskrecionom pravu (postupajući u razumnoj meri) kako bi potvrdio ispunjenost uslova za isplatu navedenim u ovom poglavlju.

- 3.4 *Pojedinosti procedure isplate.* Zajmoprimac, koga u ovom slučaju predstavlja MGSI, svaka opština, njena Agencija za sprovođenje projekta i KfW će Posebnim ugovorima utvrditi pojedinosti procedure isplate sa posebnim uslovima koji prethode isplati, i naročito dokaz koji Zajmoprimac treba da dostavi, putem MGSI-a, kojim se potvrđuje da je zahtevani iznos Zajma korišćen za ugovorenu svrhu i investicije.
- 3.5 *Pravo na odustajanje od isplate.* Pod uslovom da je ispunio svoje obaveze predviđene članom 11. ovog ugovora o zajmu, Zajmoprimac može odustati od isplate neisplaćenih iznosa Zajma, uz prethodnu saglasnost KfW-a, u zamenu za plaćanje Naknade za odustajanje od isplate u skladu i kako je definisano članom 3.6 ovog ugovora o zajmu.
- 3.6 *Nadoknada za odustajanje od isplate.* Ukoliko Zajmoprimac odustane od nekog iznosa Zajma u skladu sa članom 3.5 ovog ugovora o zajmu ili ukoliko takav iznos uopšte nije isplaćen, ili ukoliko nije isplaćen do roka navedenog u članu 3.2 ovog ugovora o zajmu iz nekog razloga za koji KfW nije odgovoran, Zajmoprimac će bez odlaganja platiti KfW-u, po zahtevu KfW-a, iznos koji je neophodan da bi se KfW-u nadoknadili svi gubici, izdaci ili troškovi koje KfW snosi kao posledicu usled odustajanja od isplate takvog iznosa Zajma (u daljem tekstu: „Naknada za odustajanje od isplate“). KfW će obračunati iznos nadoknade za odustajanje od isplate, postupajući u razumnoj meri, i obavestiti o tome Zajmoprimca.

#### **4. Provizije**

- 4.1 *Provizija na nepovučena sredstva.* Zajmoprimac će platiti bespovratnu proviziju na nepovučena sredstva u iznosu od 0,25% godišnje (u daljem tekstu: „Provizija na nepovučena sredstva“) na neisplaćene iznose Zajma.

Provizija na nepovučena sredstva dospeva na naplatu u vidu polugodišnjih dugovanja na dan 30. maj i 30. novembar svake godine, ali ne pre datuma koji sledi nakon datuma stupanja na snagu ovog ugovora o zajmu u skladu sa članom 15.10.

Provizija na nepovučena sredstva će biti obračunata, ukoliko je primenjivo, sa retroaktivnim dejstvom za period koji počinje dvanaest meseci nakon potpisivanja ovog sporazuma o zajmu i traje do datuma isplate sredstava Zajma u celosti ili, ukoliko je primenjivo, do datuma definitivnog otkazivanja isplate Zajma.

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

Provizija za organizovanje posla dospeva na plaćanje najranije na sledeća dva datuma: (i) pre prve isplate ili (ii) nakon isteka tri meseca od dana potpisivanja

ovog ugovora o zajmu od strane KfW-a ili nakon isteka mesec dana od stupanja na snagu ovog ugovora o zajmu (koji god od navedenih datuma pod (ii) nastupi kasnije). Provizija za organizovanje posla dospeva na naplatu odmah nakon potpisivanja ovog ugovora o zajmu bez obzira da li je Zajam isplaćen u potpunosti ili samo delimično ili uopšte.

## 5. Kamata

Zajmoprimac će plaćati kamatu KfW-u na sledeći način:

- 5.1 *Kamata (fiksna kamatna stopa koja se utvrđuje na dan obezbeđenja zajma).* Zajmoprimac će plaćati kamatu za Zajam po stopi od 1,10 % godišnje (u daljem tekstu: „Fiksna kamatna stopa”) sve dok ne bude otplaćena i poslednja rata otplate u skladu sa Planom otplate definisanim u članu 6.1 ovog ugovora o zajmu.
- 5.2 *Obračun kamate.* Kamata na isplaćen iznos Zajma će se obračunavati od dana (ne uključujući taj dan) na koji je takav iznos isplaćen sa računa Zajma koji je KfW otvorio za Zajmoprimca do dana (uključujući i taj dan) na koji su pojedinačne rate za otplatu Zajma uplaćene na račun KfW-a, kao što je navedeno u članu 7.3 ovog ugovora o zajmu. Kamata će se obračunavati u skladu sa članom 7.1 ovog ugovora o zajmu.
- 5.3 *Datumi plaćanja.* Kamata za prethodni period dospeva za plaćanje na niže navedene datume (svaki u daljem tekstu: „Datum plaćanja”):
- a) pre datuma dospeća prve rate za otplatu, na dan 30. maj i 30. novembar svake godine, ali ne pre Datuma plaćanja koji sledi nakon datuma stupanja na snagu ovog ugovora o zajmu u skladu sa članom 15.10 ovog ugovora o zajmu;
  - b) na datum dospeća prve rate za otplatu u skladu sa članom 6.1 ovog ugovora o zajmu zajedno sa tom ratom;
  - v) nakon toga na datume dospeća rata otplate u skladu sa članom 6.1 ovog ugovora o zajmu.

## 6. Otplata i prevremena otplata

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

Rata	Datum dospeća	Iznos u EUR
1	30.05.2022.	809.000,00
2	30.11.2022.	809.000,00
3	30.05.2023.	809.000,00
4	30.11.2023.	809.000,00
5	30.05.2024.	809.000,00
6	30.11.2024.	809.000,00
7	30.05.2025.	809.000,00
8	30.11.2025.	809.000,00
9	30.05.2026.	809.000,00
10	30.11.2026.	809.000,00

11	30.05.2027.	810.000,00
12	30.11.2027.	810.000,00
13	30. 05.2028.	810.000,00
14	30.11.2028.	810.000,00
15	30.05.2029.	810.000,00
16	30.11.2029.	810.000,00
17	30.05.2030.	810.000,00
18	30.11.2030.	810.000,00
19	30.05.2031.	810.000,00
20	30.11.2031.	810.000,00
21	30.05.2032.	810.000,00

- 6.2 *Neisplaćeni iznosi Zajma.* Neisplaćeni iznosi Zajma se saldiraju sa ratom otplate koja poslednja dospeva u skladu sa odgovarajućim Planom otplate, utvrđenim u članu 6.1 ovog ugovora o zajmu, osim ukoliko nakon konsultacija sa Zajmoprimcem, KfW po svom diskrecionom pravu ne odabere neki drugi način saldiranja u posebnim slučajevima.
- 6.3 *Otplata u slučaju nepotpune isplate.* Ukoliko je rata za otplatu dospela pre nego što je Zajam isplaćen u potpunosti, ovo neće imati uticaj na plan otplate u skladu sa članom 6.1 ovog ugovora o zajmu sve dok je iznos rate za otplatu koja je dospela u skladu sa planom otplate, manji od iznosa Zajma koji je isplaćen, a još uvek nije otplaćen (u daljem tekstu: „Neotplaćeni iznos Zajma”). Ukoliko je dospela rata otplate u skladu sa članom 6.1 ovog ugovora o zajmu veća od neotplaćenog iznosa Zajma, takva rata otplate će biti umanjena do iznosa neotplaćenog Zajma, a razlika će biti raspodeljena u jednakim iznosima na rate za otplatu koje još nisu dospele za otplatu. Prilikom obračuna Neotplaćenog iznosa Zajma, KfW zadržava pravo da razmotri isplate iz Zajma izvršene u periodu od 45 ili manje dana pre Datuma plaćanja kako bi utvrdio iznos Neotplaćenog iznosa Zajma samo za sledeći Datum plaćanja.
- 6.4 *Prevremena otplata.* Sledeće odredbe se primenjuju u slučaju prevremene otplate:
- a) *Pravo na prevremenu otplatu.* Pod uslovima određenim narednim stavovima 6.4 b) i 6.4 d) ovog člana, Zajmoprimac ima pravo da otplati neki iznos Zajma pre planiranog datuma dospeća iz plana otplate ukoliko iznos ove prevremene otplate nije manji od rate za otplatu u skladu sa članom 6.1 ovog ugovora o zajmu.
- b) *Obaveštenje.* U skladu sa članom 6.4 a) ovog ugovora o zajmu, prevremena otplata nekog iznosa Zajma mora biti predmet obaveštenja o prevremenoj otplati koje će Zajmoprimac dostaviti KfW-u najkasnije petnaestog Radnog dana banke (kao što je definisano u članu 15.1 ovog ugovora o zajmu), a pre nameravanog dana prevremene otplate. Ovakvo obaveštenje je neopozivo; ono mora da sadrži datum kada će prevremena otplata biti izvršena, iznos prevremene otplate, i ovo pismo obavezuje Zajmoprimca da naznačenog datuma uplati KfW-u navedeni iznos.
- v) *Naknada za prevremenu otplatu.* Ukoliko Zajmoprimac prevremeno otplati bilo koji iznos Zajma na koji se zaračunava fiksna kamatna stopa Zajmoprimac

će platiti KfW-u, na zahtev, iznos koji je neophodan da bi se KfW-u nadoknadili svi gubici, rashodi ili troškovi koje KfW snosi kao posledicu prevremene otplate (u daljem tekstu: „Naknada za prevremenu otplatu”). KfW će utvrditi visinu iznosa Naknade za prevremenu otplatu i o tome obavestiti Zajmoprimca. Po zahtevu Zajmoprimca KfW će dostaviti Zajmoprimcu naznaku iznosa Naknade za prevremenu otplatu pre zahtevanog neopozivog obaveštenja o otplati u skladu sa članom 6.4 b) ovog ugovora o zajmu.

g) *Dospeli iznosi*. Zajedno sa prevremenom otplatom određenom članom 6.4 a) ovog ugovora o zajmu, Zajmoprimac će platiti sledeće iznose:

- (i) bilo koju dospelu naknadu za prevremenu otplatu kao rezultat prevremene otplate u skladu sa članom 6.4 v) ovog ugovora o zajmu; i
- (ii) celokupnu kamatu obračunatu na prevremeno otplaćen iznos Zajma i bilo koje drugo plaćanje koje nije otplaćeno u skladu sa ovim ugovorom o zajmu, a koje je nastalo do datuma prevremene otplate.

d) *Saldiranje*. Odredbe člana 6.2 ovog ugovora o zajmu će se primenjivati mutatis mutandis na saldiranje prevremenih otplata.

6.5 *Revidirani plan otplate*. U slučaju da se primenjuje član 6.3 ili član 6.4 ovog ugovora o zajmu, KfW će Zajmoprimcu dostaviti revidirani plan otplate koji će postati sastavni deo ovog ugovora o zajmu i zameniti Plan otplate koji se do tada primenjivao.

## 7. **Obračuni i plaćanja u opštem smislu**

7.1 *Obračun*. Kamata, Provizija na nepovučena sredstva, zatezna kamata u skladu sa članom 7.5 ovog ugovora o zajmu, paušalna naknada za zaostale iznose u skladu sa članom 7.6 ovog ugovora o zajmu, Naknada za odustajanje od isplate i Naknada za prevremenu otplatu obračunavaće se na osnovu godine u trajanju od 360 dana sa mesecima u trajanju od 30 dana.

7.2 *Datum dospeća*. Ukoliko neko plaćanje koje treba da bude izvršeno prema ovom ugovoru o zajmu dospeva na dan koji nije radni dan banaka, Zajmoprimac mora izvršiti takvo plaćanje sledećeg radnog dana banaka. Ukoliko sledeći radni dan banaka pada narednog kalendarskog meseca, takvo plaćanje mora biti izvršeno poslednjeg radnog dana banaka tekućeg kalendarskog meseca.

7.3 *Broj računa, vreme uplate*. Zajmoprimac će biti oslobođen obaveza plaćanja koje proizilaze iz ovog ugovora o zajmu čim se utvrdi da su odgovarajući iznosi uplaćeni KfW-u i da su na raspolaganju KfW-u bez ikakvih umanjenja iznosa u evrima, da je uplata izvršena do 10 sati pre podne u Frankfurtu na Majni, Savezna Republika Nemačka, na račun KfW-a, Frankfurt na Majni, Savezna Republika Nemačka IBAN DE92 5002 0400 3122 3012 32, uz dodatnu naznaku datuma dospeća („Ref. godina/ mesec/dan”).

7.4 *Protivpotraživanja Zajmoprimca*. Zajmoprimac nema pravo da zahteva zadržavanje ili poravnanje iznosa ili neka druga slična prava u odnosu na obavezu plaćanja prema ovom ugovoru o zajmu, osim ukoliko je takvo pravo priznato konačnom presudom ili ukoliko nije osporeno od strane KfW-a.

7.5 *Zatezna kamata*. Ukoliko rata otplate ili prevremene otplate u skladu sa članom 6.4 ovog ugovora o zajmu nije na raspolaganju KfW-u na dan dospeća, KfW može, bez prethodnog upozorenja, da naplati zateznu kamatu po stopi od 200 baznih poena na godišnjem nivou iznad godišnje kamatne stope određene u članu 5.1 ovog ugovora o zajmu, za period koji počinje na datum dospeća i završava se na dan izvršenja takve uplate na račun KfW-a

koji je naveden u članu 7.3 ovog ugovora o zajmu. Takva zatezna kamata mora biti plaćena odmah, na prvi zahtev KfW-a.

- 7.6 *Paušalna naknada.* Za zakasnele dospеле iznose (sa izuzetkom rata otplate i prevremene otplate, kao što je navedeno u članu 7.5 ovog ugovora o zajmu) KfW može, bez prethodnog upozorenja, da zahteva uplatu paušalne naknade po stopi od 200 baznih poena na godišnjem nivou iznad fiksne kamatne stope određene u članu 5.1 ovog ugovora o zajmu. Paušalna naknada mora biti plaćena odmah na prvi zahtev KfW-a. Zajmoprimac je slobodan da dokaže da zapravo nije pričinjena nikakva šteta ili da je naneta šteta manja od iznosa paušalne naknade.
- 7.7 *Obračuni od strane KfW-a.* Ukoliko nema očiglednih grešaka, obračun KfW-a i izračunavanje dospelih iznosa u vezi sa ovim sporazumom o zajmu, predstavlja prima-facie dokaz (Anscheinsbeweis).

## 8. **Garancija Savezne Republike Nemačke**

KfW će za isplatu iznosa prema ovom ugovoru o zajmu pribaviti garanciju Savezne Republike Nemačke pre prve isplate.

## 9. **Nezakonitost**

Ukoliko, prema bilo kom primenjivom pravu, postane nezakonito za KfW da izvrši bilo koju obavezu preuzetu ovim ugovorom o zajmu ili da finansira ili održava Zajam, nakon što KfW obavesti Zajmoprimca

- a) obaveza KfW-a će se odmah otkazati, i
- b) Zajmoprimac će platiti neotplaćeni iznos Zajma u skladu sa obaveštenjem koje je Zajmoprimcu dostavio KfW (ne ranije od poslednjeg dana bilo kog važećeg perioda počeka u skladu sa zakonom). Radi izbegavanja nedoumica, bilo koje otkazivanje u ovom pogledu će biti predmet člana 3.6.

## 10. **Troškovi i javne dažbine**

- 10.1 *Zabrana odbitaka i umanjenja.* Zajmoprimac će vršiti sva plaćanja u skladu sa ovim ugovorom o zajmu bez odbijanja poreza, drugih javnih dažbina ili drugih troškova. U slučaju da Zajmoprimac ima zakonsku ili obavezu druge vrste da izvrši odbijanje ili umanjenje iznosa uplate, Zajmoprimac će uvećati takve iznose po potrebi kako bi KfW primila u celosti iznose koji dospevaju prema ovom ugovoru o zajmu nakon odbitaka na ime poreza i dažbina.
- 10.2 *Troškovi.* Zajmoprimac snosi sve troškove i rashode nastale u vezi sa isplatom i otplatom Zajma, naročito troškove doznačavanja i prenosa sredstava (uključujući i proviziju za konverziju), kao i sve troškove i rashode nastale u vezi sa održavanjem ili sprovođenjem ovog ugovora o zajmu i bilo kog dokumenta koji je u vezi sa ovim ugovorom o zajmu kao i svih prava koja iz toga proističu.
- 10.3 *Porezi i druge dažbine.* Zajmoprimac snosi sve poreze i druge javne dažbine nastale van Savezne Republike Nemačke u vezi sa zaključivanjem i sprovođenjem ovog ugovora o zajmu. Ukoliko KfW avansno plati iznos takvih poreza ili dažbina, Zajmoprimac mora da bez odlaganja, odmah po zahtevu KfW-a, uplati na račun KfW-a pomenuti iznos kao što je navedeno u članu 7.3 ovog ugovora o zajmu ili na drugi račun koji je odredio KfW.

## 11. **Posebne obaveze**

- 11.1 *Sprovođenje Programa i posebne informacije.* Zajmoprimac će obezbediti da on sam i da svaka od opština i njena Agencija za sprovođenje projekta:



- a) pripreme, sprovedu, upravljaju i održavaju Program u skladu sa dobrom finansijskom i tehničkom praksom, u skladu sa standardima socijalne zaštite i zaštite životne sredine i suštinski u skladu sa konceptom Programa koji je dogovoren između Zajmoprimca i KfW-a, gde će u vezi sa prethodno navedenim Zajmoprimca zastupati MGSI;
- b) povere pripremu i nadzor nad građevinskim radovima u okviru Programa nezavisnim, kvalifikovanim inženjerima konsultantima ili konsultantima, a implementaciju Programa kvalifikovanim firmama, gde će u vezi sa prethodno navedenim Zajmoprimca zastupati MGSI;
- v) dodele ugovore za nabavku robe i usluga koji se finansiraju iz Zajma (član 11.1 b) ovog ugovora o zajmu) u skladu sa Smernicama za nabavku KfW-a i pravilima nabavke i okvirima određenim Posebnim ugovorima, a po prethodno sprovedenom postupku međunarodne javne nabavke ili po prethodno sprovedenom postupku javne nabavke sa ograničenim brojem ponuđača (najmanje tri ponuđača), u zavisnosti od obima ugovora, gde će u vezi sa prethodno navedenim Zajmoprimca predstavljati MGSI;
- g) obezbede potpuno finansiranje Programa i na zahtev KfW-a dostave dokaz da su pokriveni troškovi koji se ne plaćaju iz sredstava Zajma;
- d) vode knjige i evidenciju ili povere vođenje knjiga i evidencije u svoje ime, koji nedvosmisleno prikazuju sve troškove robe i usluga potrebnih za svrhe Programa i u kojima su jasno naznačeni robe i usluge koji su finansirani iz sredstava ovog Zajma, gde će u vezi sa prethodno navedenim Zajmoprimca zastupati MGSI;
- đ) omogućće KfW-u i njenim zastupnicima uvid u takve knjige i evidencije i bilo koju i celokupnu dokumentaciju koja je važna za sprovođenje i upravljanje Programom, kao i da omogućće posete lokacijama na kojima se izvode radovi i instalira oprema vezana za Program, gde će u vezi sa prethodno navedenim Zajmoprimca zastupati MGSI;
- e) dostave KfW-u bilo koju i sve informacije i evidencije o Programu i njegovom daljem napredovanju koje KfW može u razumnoj meri da zahteva;
- ž) odmah i samoinicijativno:
- (i) dostave KfW-u sve upite koje Zajmoprimac primi od Organizacije za ekonomsku saradnju i razvoj (OECD) ili njenih članica u skladu sa tzv. „Sporazumom o jedinstvenoj transparentnosti ODA kredita” posle dodeljivanja ugovora za nabavku robe i usluga koji treba da budu finansirani iz sredstava Zajma i koordinira slanje odgovora na svaki takav upit sa KfW-om, i
  - ii) obaveste KfW o bilo kojoj i svim okolnostima koje onemogućavaju ili ozbiljno ugrožavaju sprovođenje, upravljanje ili svrhu Programa; dostave KfW-u bilo koju i sve relevantne informacije o finansijskoj situaciji Agencije za sprovođenje projekta koje KfW može u razumnoj meri da zahteva i da čuva takve informacije kao poverljive u skladu sa članom 14, gde će u vezi sa prethodno navedenim Zajmoprimca predstavljati MGSI;
- z) dostave KfW-u revidirane finansijske izveštaje Agencija za sprovođenje projekta od strane nezavisnog revizora sa bilansom stanja i bilansom uspeha i relevantne napomene u što kraćem roku ali svakako najkasnije devet meseci nakon isteka finansijske godine, gde će u vezi sa prethodno navedenim Zajmoprimca zastupati MGSI, i

- i) omogućće KfW-u i njenim zastupnicima da u bilo koje vreme pregledaju knjige i evidencije koje moraju odražavati poslovne i finansijske aktivnosti Agencija za sprovođenje projekta u skladu sa standardnim računovodstvenim principima, gde će u vezi sa prethodno navedenim Zajmoprimca zastupati MGSi;
- 11.2 *Pojedinosti u vezi sa sprovođenjem Programa.* Zajmoprimac, opštine, Agencije za sprovođenje projekta i KfW će Posebnim ugovorima utvrditi pojedinosti u vezi sa članom 11.1 ovog ugovora o zajmu.
- 11.3 *Usklađenost.* Zajmoprimac, koga u ovom slučaju predstavlja MGSi, će obezbediti da lica kojima je on ili bilo koja od opština i/ili njihove Agencije za sprovođenje projekta poverili pripremu i sprovođenje Programa, dodelu ugovora za nabavku robe i usluga koje su predmet finansiranja, a koja zahtevaju isplatu određenih iznosa iz sredstava Zajma ne zahtevaju, primaju, izvršavaju, poklanjaju, obećavaju ili prihvataju obećanja nezakonitih plaćanja ili nekih drugih koristi u vezi sa pomenutim zadacima.
- 11.4 *Ostale obaveze.* Zajmoprimac će se pridržavati i treba da obezbedi da se i opštine i Agencije za sprovođenje projekta pridržavaju obaveza iz Posebnog ugovora.
- 11.5 *Pomoć opštinama i Agencijama za sprovođenje projekta.* Zajmoprimac, koga u ovom slučaju predstavlja MGSi ili gde je relevantno drugi organ Republike Srbije, će u skladu sa dobrom inženjerskom i finansijskom praksom, pomagati opštinama i Agencijama za sprovođenje projekta radi realizacije Programa i ispunjenja njihovih obaveza po osnovu odgovarajućih Posebnih ugovora, naročito u pogledu izdavanja bilo koje i svih relevantnih dozvola neophodnih za realizaciju Programa.
- 11.6 *Pranje novca.* Zajmoprimac će obezbediti da opštine i Agencije za sprovođenje projekta na zahtev KfW-a, u kratkom roku, dostave sve informacije i dokumenta koje KfW zahteva kako bi ispunio svoje obaveze u vezi sa sprečavanjem pranja novca ili finansiranja terorizma, kao i u vezi sa kontinuiranim praćenjem poslovne saradnje sa Zajmoprimcem, opštinama i Agencijama za sprovođenje projekta, a koje su potrebne u ovom smislu.

Zaključenjem i realizacijom ovog ugovora o zajmu, Zajmoprimac će obezbediti da opštine i Agencije za sprovođenje projekta postupaju u svoje ime i za svoj račun. U vezi sa Nemačkim zakonima ili zakonima Republike Srbije, Zajmoprimac će obezbediti da,

- a) sopstveni resursi opština ili Agencija za sprovođenje projekta i sopstvena sredstva angažovana za finansiranje Programa, ne mogu biti nezakonitog porekla i, između ostalog, neće biti povezana sa trgovinom drogom, korupcijom, organizovanim kriminalom i terorizmom;
- b) kapital opština i Agencija za sprovođenje projekta neće biti nezakonitog porekla i, između ostalog, neće biti povezan sa trgovinom drogom, korupcijom, organizovanim kriminalom ili terorizmom;
- v) opštine i Agencije za sprovođenje projekta neće biti uključene u nabavku, posedovanje ili korišćenje imovine nezakonitog porekla;
- g) opštine i Agencije za sprovođenje projekta, u bilo kom trenutku neće biti povezane sa trgovinom drogom, korupcijom, organizovanim kriminalom ili terorizmom, i drugim nezakonitim radnjama;
- d) opštine i Agencije za sprovođenje projekta neće biti uključene u finansiranje terorizma.

- 11.7 *Pari passu rangiranje.* Zajmoprimac garantuje i izjavljuje da će se njegove obaveze po osnovu ovog ugovora o zajmu rangirati i izvršavati ne manje od pari passu sa svim ostalim neobezbeđenim i niže rangiranim spoljnim zaduženjima, i u skladu sa tim izvršavati obaveze po ovom ugovoru o zajmu pari passu. Zajmoprimac će obezbediti do nivoa dozvoljenog zakonom da je ovo rangiranje takođe obezbeđeno za sva buduća neobezbeđena i niže rangirana spoljna zaduženja.
- 11.8 *Prodaja imovine.* Bez prethodne saglasnosti KfW-a, Zajmoprimac neće prodati niti će dozvoliti da opštine niti Agencije za sprovođenje Programa prodaju bilo koju imovinu Programa u celosti ili njen deo pre otplate Zajma u potpunosti.

## **12. Raskid Ugovora o Zajmu**

- 12.1 *Razlozi za raskid.* KfW može ostvariti prava navedena u članu 12.2 ovog ugovora o zajmu (Pravne posledice u slučaju nastanka razloga za raskid) ukoliko nastane događaj koji se smatra materijalnim razlogom (Wichtiger Grund).

Materijalnim razlogom će se posebno smatrati svaki od sledećih događaja:

- a) Zajmoprimac ne izvrši obaveze plaćanja prema KfW-u po dospeću;
  - b) ukoliko dođe do kršenja obaveza po osnovu Finansijskog sporazuma za usluge eksperata, po osnovu ovog ugovora o zajmu, po osnovu Posebnih ugovora kao i bilo kojim drugim zakonski obavezujućim sporazumima koji se odnose na ovaj ugovor o zajmu;
  - v) ovaj ugovor o zajmu ili bilo koji njegov deo prestanu da budu obavezujući za Zajmoprimca ili se ne mogu primenjivati na Zajmoprimca;
  - g) se ispostavi da je neka izjava, potvrda, informacija, tačnost i verodostojnost informacije koja po mišljenju KfW-a ima ključni značaj za odobravanje i održavanje Zajma netačna, dovodi u zabludu ili nepotpuna;
  - d) nastanu druge vanredne okolnosti usled kojih se odlaže ili sprečava izvršenje obaveza u skladu sa ovim ugovorom o zajmu;
  - đ) Zajmoprimac nije u mogućnosti da dokaže da su iznosi Zajma upotrebljeni u dogovorene svrhe;
  - e) ukoliko Zajmoprimac obustavi plaćanja poveriocima, ili je nesolventan ili započne pregovore sa jednim ili više poverilaca (uz izuzetak KfW-a) o moratorijumu, otpisu neizmirenih dugovanja, odlaganju plaćanja, ili prekidu servisiranja duga.
- 12.2 *Pravne posledice u slučaju nastanka razloga za raskid.* Ukoliko je nastao bilo koji od slučajeva navedenih u članu 12.1 ovog ugovora o zajmu, KfW može bez odlaganja obustaviti isplate po osnovu ovog ugovora o zajmu. Ukoliko takav slučaj nije rešen u roku od pet dana (u slučaju člana 12.1 a) ovog ugovora o zajmu ili ukoliko neki drugi slučaj naveden u članu 12.1 ovog ugovora o zajmu nije rešen u roku koji odredi KfW, a koji, međutim, ne može da iznosi manje od 30 dana u kontinuitetu, KfW može da raskine ovaj ugovor o zajmu, ili bilo koji njegov deo što može imati za posledicu prestanak obaveza KfW-a po ovom ugovoru o zajmu, dok KfW može da zahteva punu ili delimičnu otplatu neotplaćenog iznosa Zajma, zajedno sa dospelom kamatom i svim ostalim iznosima dospelim u skladu sa ovim ugovorom o zajmu. Članovi 7.5 i 7.6 ovog ugovora o zajmu se primenjuju na ubranu naplatu mutatis mutandis.
- 12.3 *Odšteta.* U slučaju da ovaj ugovor o zajmu bude u celosti ili delimično raskinut, Zajmoprimac će platiti naknadu za odustajanje od isplate u skladu sa članom 3.6 i/ili naknadu za prevremenu otplatu u skladu sa članom 6.4 v).

### 13. Zastupanje i izjave

- 13.1 *Zastupanje Zajmoprimca.* Prilikom sprovođenja ovog ugovora o zajmu, Zajmoprimca predstavlja ministar finansija i lica koja ministar finansija imenuje KfW-u i koja su ovlašćena deponovanim potpisom uz potvrdu ministra finansija. Ministar građevinarstva, saobraćaja i infrastrukture i lica koja ministar građevinarstva, saobraćaja i infrastrukture imenuje KfW-u i koja su ovlašćena deponovanim potpisom uz potvrdu ministra građevinarstva, saobraćaja i infrastrukture, predstavljaju Zajmoprimca tokom implementacije Programa i ovog ugovora o zajmu. Ovlašćenje u pogledu zastupanja ne prestaje sve dok KfW ne primi izričiti opoziv od predstavnika Zajmoprimca ovlašćenog u tom trenutku.
- 13.2 *Adrese.* Obaveštenja ili izjave u vezi sa ovim ugovorom o zajmu moraju biti u pisanom obliku. Ona se šalju u vidu originala ili – sa izuzetkom zahteva za isplatu – faksom. Sva obaveštenja i izjave date u vezi sa ovim ugovorom o zajmu moraju biti poslate na sledeće adrese:

Za KfW:

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

Za Zajmoprimca:

Ministarstvo finansija  
Kneza Miloša 20  
11000 Beograd  
Republika Srbija  
Faks: +381 11 3618 961

Ministarstvo građevinarstva, saobraćaja i  
infrastrukture  
Nemanjina 22-26  
11000 Beograd  
Republika Srbija  
Faks: +381 11 2606 544

### 14. Objavljivanje i prenos informacija u vezi sa Programom

- 14.1 *Objavljivanje informacija u vezi sa Programom od strane KfW-a.* U cilju usaglašavanja sa međunarodno prihvaćenim principima potpune transparentnosti i efikasnosti razvojne saradnje, KfW objavljuje odabrane informacije (što uključuje izveštaje o evaluaciji) o Programu i načinu njegovog finansiranja u toku pregovora koji se vode pre potpisivanja ugovora, u toku same realizacije ugovora u vezi sa Programom i u fazi nakon realizacije ugovora (u daljem tekstu: „Celokupni period”).

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

Objavljivanje informacija (bilo od strane KfW-a ili od trećih strana u skladu sa članom 14.3 navedenim dole) o Programu i načinu njegovog finansiranja ne uključuje bilo koju ugovornu dokumentaciju ili bilo koju poverljivu finansijsku ili poslovnu detaljnu informaciju o svim stranama koje učestvuju u Programu ili njegovom finansiranju, kao što su

- a) informacije o internim finansijskim podacima;
- b) poslovne strategije;
- v) interne smernice poslovanja i izveštaji;
- g) lični podaci fizičkih lica;
- d) interno ranigranje KfW-a o finansijskom stanju učesnika.

14.2 *Prenos informacija u vezi sa Programom trećim stranama.* KfW će omogućiti dostupnost odabranih informacija o Programu i načinu njegovog finansiranja tokom Celokupnog perioda dole navedenim stranama, u cilju obezbeđenja transparentnosti i efikasnosti:

- a) filijalama KfW-a;
- b) Saveznoj Republici Nemačkoj i njenim nadležnim telima, organima, institucijama, agencijama ili subjektima;
- v) drugim organizacijama uključenim u nemačku bilateralnu razvojnu saradnju, posebno Nemačkoj organizaciji za tehničku saradnju (GIZ);
- g) međunarodnim organizacijama uključenim u prikupljanje statističkih podataka i njihovim članovima, posebno Organizaciji za ekonomsku saradnju i razvoj (OECD) i njenim članovima.

14.3 *Prenos informacija u vezi sa Programom trećim stranama i objavljivanje od strane istih.* Pored gore navedenog, Savezna Republika Nemačka je zahtevala od KfW-a da omogući dostupnost odabranih informacija o Programu i načinu njegovog finansiranja tokom celokupnog trajanja, dole navedenim stranama, radi objavljivanja relevantnih odabranih informacija sa sledeće potrebe:

- a) Savezna Republika Nemačka za potrebe Međunarodne inicijative za transparentnost međunarodne pomoći

([http://www.bmz.de/de/was\\_wir\\_machen/wege/transparenz-fuer-mehr-Wirksamkeit/index.html](http://www.bmz.de/de/was_wir_machen/wege/transparenz-fuer-mehr-Wirksamkeit/index.html));

- b) Ekonomska razvojna agencija Savezne Republike Nemačke (Germany Trade & Invest GTAI) za potrebe tržišnih informacija

(<http://www.gtai.de/GTAI/Navigation/DE/trade.FOO>);

- v) Organizacija za ekonomsku saradnju i razvoj (OECD) za potrebe izveštavanja o finansijskim tokovima u okviru razvojne saradnje (<http://stats.oecd.org/>);

- g) Nemački institut za razvoj evaluacije (DEval) za potrebe evaluacije celokupne Nemačke razvojne saradnje u cilju obezbeđenja transparentnosti i efikasnosti (<http://www.deval.org/de/>).

14.4 *Prenos informacija u vezi sa Programom drugim trećim stranama (koje uključuje i objavljivanje od strane istih).* Pored gore navedenog, KfW zadržava pravo da prenese (što uključuje i objavljivanje) informacije o Programu i načinu njegovog finansiranja tokom celokupnog perioda drugim trećim stranama kako bi zaštitili svoje legitimne interese.

KfW ne prenosi informacije drugim trećim stranama ako je legitiman interes Zajmoprimca da informacije ne budu prenete važniji od interesa KfW da informacije budu prenete. Legitimni interesi Zajmoprimca posebno uključuju poverljivost osetljivih informacija navedenih u članu 14.1, koje nisu predmet objavljivanja.

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

## **15. Opšte odredbe**

- 15.1 *Radni dan banaka.* Kada se u ovom ugovoru pominje „radni dan banaka”, to označava dan koji nije subota ili nedelja, na koji su komercijalne banke u Frankfurtu na Majni, Savezna Republika Nemačka, otvorene radi obavljanja opštih poslova.
- 15.2 *Mesto izvršenja.* Mesto izvršenja svih obaveza po ovom ugovoru o zajmu je Frankfurt na Majni, Savezna Republika Nemačka.
- 15.3 *Delimično nevaženje i propusti.* Ukoliko bilo koja odredba ovog ugovora o zajmu postane nevažeća, ili ukoliko postoji propust u bilo kojoj od odredbi ovog ugovora o zajmu, to neće imati uticaja na valjanost ostalih odredbi Ugovora o zajmu. Ugovorne strane će zameniti sve nevažeće odredbe pravno važećim odredbama koje su sačinjene najbliže duhu i svrsi nevažećih odredbi. Ugovorne strane će ispraviti svaki propust u odredbama pravno valjanim odredbama koje su najbliže duhu i svrsi ovog ugovora o zajmu.
- 15.4 *Pisani oblik.* Izmene i dopune ovog ugovora o zajmu moraju biti u pisanom obliku. Ugovorne strane moraju da u pisanom obliku najave svako odstupanje u odnosu na ovaj zahtev.
- 15.5 *Ustupanje.* Zajmoprimac ne sme da ustupi ili prenese, založi ili stavi pod hipoteku bilo koje potraživanje iz ovog ugovora o zajmu.
- 15.6 *Merodavno pravo.* Za ovaj ugovor o zajmu merodavni su zakoni Savezne Republike Nemačke.
- 15.7 *Rok zastarevanja.* Sva potraživanja KfW-a prema ovom ugovoru o zajmu ističu nakon pet godina od kraja godine u kojoj je nastalo potraživanje i u kojoj KfW postane svestan okolnosti u kojima je takvo potraživanje nastalo, ili ih je mogao biti svestan bez krajnje nepažnje.
- 15.8 *Odricanje od imuniteta.* Ako i u meri u kojoj Zajmoprimac može trenutno ili u budućnosti u bilo kojoj nadležnosti tražiti za sebe ili za svoju imovinu imunitet od tužbe, izvršenja, zaplene ili drugog pravnog postupka i u meri u kojoj u bilo kojoj nadležnosti takav imunitet može pribaviti za sebe ili svoju imovinu, Zajmoprimac se ovim neopozivo odriče takvog imuniteta u pogledu obaveza Zajmoprimca prema ovom ugovoru o zajmu i u vezi sa njim, u meri u kojoj to dozvoljavaju zakoni u toj nadležnosti. Prethodno navedeno odricanje od imuniteta se neće primenjivati na imovinu koju (i) koriste diplomatske, konzularne ili specijalne misije i misije međunarodnih organizacija ili na međunarodne konferencije zemlje Zajmoprimca ili (ii) vojnog karaktera ili pod kontrolom vojnih vlasti.
- 15.9 *Pravni sporovi. Arbitraža.* Sve sporove nastale na osnovu ili u vezi sa ovim ugovorom o zajmu rešavaće isključivo i konačno Arbitražni sud. U tom slučaju, primenjuju se sledeće odredbe:

(i) Arbitražni sud će se sastojati od jednog ili od tri arbitra koji su postavljeni i koji deluju u skladu sa Pravilima arbitraže Međunarodne privredne komore (ICC) koja važe u tom trenutku.

(ii) Arbitražni postupak se vodi u Frankfurtu na Majni. Postupak se vodi na engleskom jeziku.

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

(a) ne bude ratifikovan od strane Narodne skupštine Republike Srbije; i

b) Zajmoprimac ne obezbedi KfW-u pisanu potvrdu da je Ugovor o zajmu propisno ratifikovan i objavljen prema važećem zakonu.

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

Ovaj ugovor o zajmu je sačinjen u 4 originalna primerka na engleskom jeziku.

Frankfurt na Majni

Dana 8. juna 2017. godine

Za KfW

Beograd,

Dana 8. juna 2017. godine

Za Republiku Srbiju koju predstavlja ministar finansija

\_\_\_\_\_  
Dr Dirk Mildner

\_\_\_\_\_  
Dr Dušan Vujović

Ministar finansija

\_\_\_\_\_  
Arne Goss

**Aneks 1**  
Plan isplate

**Plan najbrže moguće isplate**

Do isteka svakog pojedinačnog perioda isplate („Efektivni datum kraja perioda” u skladu sa dole navedenom listom), Zajmoprimac može podneti zahteve za isplatu do iznosa koji ne prelazi ukupnu sumu naznačenu za svaki period isplate u sledećoj tabeli.

Period	Efektivni datum početka perioda	Efektivni datum kraja perioda	Maksimalan iznos koji može biti isplaćen do kraja svakog perioda isplate (kumulativno) (iznosi su u EUR)
1	01.07.2017.	01.01.2018.	250.000,00
2	01.01.2018.	01.07.2018.	2.250.000,00
3	01.07.2018.	01.01.2019.	4.500.000,00
4	01.01.2019.	01.07.2019.	7.500.000,00
5	01.07.2019.	01.01.2020.	11.000.000,00
6	01.01.2020.	01.07.2020.	14.000.000,00
7	01.07.2020.	01.01.2021.	16.000.000,00
8	01.01.2021.	31.12.2021.	17.000.000,00



**Aneks 2****Obrazac pravnog mišljenja Ministarstva pravde Republike Srbije**

**Napomena:** Molimo izmenite „Republika Srbija“ / „Srbija“ kako je adekvatno.

[Zaglavlje izdavaoca pravnog mišljenja]

KfW

(Datum)

Odeljenje [        ]

Prima: [                          ]

Palmengartenstrasse 5 - 9

Postfach 11 11 41

60325 Frankfurt am Main

Savezna Republika Nemačka

**Ugovor o zajmu od \_\_\_\_\_(datum) \_\_\_\_\_ i sačinjen između KfW-a i \_\_\_\_\_ (u daljem tekstu: „Zajmoprimac”) na iznos koji ukupno ne prelazi \_\_\_\_\_.000.000,00 EUR.**

Poštovani,

Ja sam (ministar pravde) \_\_\_\_\_ (molimo navedite ministarstvo ili drugi organ) Republike Srbije. U tom svojstvu nastupam u vezi sa Ugovorom o zajmu (u daljem tekstu: „Ugovor o zajmu”) od \_\_\_\_\_(datum) koji je sačinjen između Zajmoprimca, i Vas, a čiji je predmet Zajam koji Vi treba da odobrite Zajmoprimcu, u iznosu koji ne prelazi ukupan iznos od \_\_\_\_\_.000.000,00 EUR.

**1. Pregledana dokumenta**

Pregledao sam:

1.1 potpisani original Ugovora o zajmu;

1.2 ustavna dokumenta Zajmoprimca, posebno:

(a) Ustav Republike Srbije, propisno objavljen u \_\_\_\_, br. \_\_\_\_, str. \_\_\_\_, ;

(b) Zakon(e) br. \_\_\_\_, propisno objavljen(e) u \_\_\_\_ br. \_\_\_\_, \_\_\_\_, i njihove izmene (molimo navedite zakone (npr. Zakon o budžetu) koji se odnose na novčane pozajmice Republike Srbije, ukoliko ih ima);

(v) \_\_\_\_\_(molimo da navedete druge dokumente, npr. Uredbe ili Odluke Vladinih ili administrativnih tela Republike Srbije koje se odnose na

*zaključivanje ugovora o zajmu od strane Republike Srbije uopšte, ili koje se odnose na zaključivanje Ugovora o zajmu); i*

- (g) Ugovor o finansijskoj saradnji između Vlade Republike Srbije i Vlade Savezne Republike Nemačke od \_\_\_\_\_ (datum) („Ugovor o saradnji”)

i druge zakone, propise, sertifikate, zapise, upise i dokumente koje je po mom mišljenju bilo neophodno pregledati. Pored toga, sproveo sam istraživanja koja je po mom mišljenju bilo neophodno i poželjno sprovesti radi davanja ovog mišljenja.

## 2. Mišljenje

Za svrhe člana \_\_\_\_\_ Ugovora o zajmu, mišljenja sam da u skladu sa zakonima Republike Srbije koji su na snazi na ovaj datum:

2.1 U skladu sa članom \_\_\_\_\_ Ustava Republike Srbije / članom \_\_\_\_\_ Zakona \_\_\_\_\_ (*molimo navedite odgovarajući dokument*) Zajmoprimac ima pravo da sklopi Ugovor o zajmu i preduzeo je sve neophodne aktivnosti kako bi odobrio potpisivanje, uručenje i izvršenje Ugovora o zajmu, posebno na osnovu:

(a) Zakona br. \_\_\_\_\_ Narodne skupštine Republike Srbije, kojima se ratifikuje Ugovor o zajmu / odobrava potpisivanje, uručenje i izvršenje Ugovora o zajmu od strane Zajmoprimca/ \_\_\_\_\_ (*molimo unesite odgovarajuću informaciju*);

(b) Odluke(a) br. \_\_\_\_\_ od \_\_\_\_\_ (datum) Saveta ministara/ Državnog kreditnog odbora/ \_\_\_\_\_ (*molimo unesite odgovarajuća vladina ili administrativna tela Republike Srbije*);

(v) \_\_\_\_\_ (*molimo unesite druge Odluke, itd.*)

2.2 G-đa/G-din \_\_\_\_\_ (i g-đa/g-din \_\_\_\_\_) je(su) ovlašćen(i) od strane \_\_\_\_\_ (*npr. Zakonom na osnovu svog položaja (kao Ministar \_\_\_\_\_/ kao \_\_\_\_\_), Vladinom odlukom \_\_\_\_\_, ovlašćenjem \_\_\_\_\_ od \_\_\_\_\_ (datum), itd.*) da samostalno/zajednički potpiše(u) Ugovor o zajmu u ime Zajmoprimca. Ugovor o zajmu potpisan od strane g-đe/g-dina \_\_\_\_\_ (i g-đe/g-dina \_\_\_\_\_) je propisno zaključen u ime Zajmoprimca i predstavlja pravno obavezujuće obaveze Zajmoprimca čije neispunjavanje podleže primeni zakona protiv Zajmoprimca u skladu sa uslovima Ugovora o zajmu.

**[Alternativa 1 Za Odeljak 2.3, koja treba da se primenjuje ukoliko, osim dokumenata navedenih u Odeljku 2.1 i 2.2 moraju biti pribavljena neka zvanična ovlašćenja itd. u skladu sa zakonima Republike Srbije]**

2.3 Za zaključenje i izvršenje Ugovora o zajmu od strane Zajmoprimca (uključujući, bez ikakvih ograničenja, pribavljanje i prenos KfW-u svih iznosa dospelih u skladu sa Ugovorom o zajmu u valutama navedenim u Ugovoru o zajmu), pribavljena su sledeća pravosnažna zvanična odobrenja, ovlašćenja, licence, registracije i/ili saglasnosti:

(a) Odobrenje od \_\_\_\_\_ (Ministar / Ministarstvo \_\_\_\_\_) od \_\_\_\_\_ (datum), br. \_\_\_\_\_; i

(b) \_\_\_\_\_ (molimo navedite bilo koja druga zvanična ovlašćenja, dozvole i/ili saglasnosti).

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

*[Alternativa 2 za Odeljak 2.3, koja se primenjuje samo ako pored dokumenata navedenih u Odeljku 2.1 i 2.2, nije potrebno nikakvo zvanično ovlašćenje, itd. u skladu sa zakonima Republike Srbije]*

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

2.4 U vezi sa pravosnažnošću i/ili sprovođenjem Ugovora o zajmu nije potrebno plaćanje nikakvih taksi ili sličnih nameta.

2.5 Izbor zakona Republike Nemačke koji je merodavan za Ugovor o zajmu i pristupanje arbitraži u skladu sa članom \_\_\_\_\_ Ugovora o zajmu je pravosnažan i obavezujući. Odluka Arbitražnog suda protiv Zajmoprimca se priznaje i primenjiva je u Republici Srbiji u skladu sa sledećim pravilima: \_\_\_\_\_ (molimo navedite odgovarajući dokument (ukoliko postoji) npr. Njujorška Konvencija iz 1958. godine, i/ili osnovni principi za priznavanje i izvršavanje odluka Arbitražnog suda u Republici Srbiji).

2.6 Sudovi Republike Srbije imaju slobodu da presudu donesu u valuti ili valutama navedenim u Ugovoru o zajmu.

2.7 Zaduživanje Zajmoprimca u skladu sa Ugovorom o zajmu i zaključivanje i izvršenje Ugovora o zajmu od strane Zajmoprimca predstavljaju privatne i poslovne radnje, a ne državne ili javne poslove. Ni Zajmoprimac niti bilo koji deo njegove imovine, nemaju pravo na imunitet od arbitraže, sudskog postupka, izvršenja, zaplene ili drugih pravnih radnji.

2.8 Ugovor o saradnji je punosnažan i sprovodi se u skladu sa Ustavom i zakonima Republike Srbije. (U skladu sa članom 3. Ugovora o saradnji) (ukoliko Ugovor o saradnji nije stupio na snagu a postoji Sporazum o izbegavanju dvostrukog oporezivanja) U skladu sa \_\_\_\_\_ (molimo navedite sporazume ili primenjive zakone i propise) / Zajmoprimac neće biti obavezan da izvrši bilo kakvo umanjeње ili odbitak od bilo kog plaćanja koje je Zajmoprimac u obavezi da izvrši prema Ugovoru o zajmu i u slučaju takvog umanjeња ili odbitka koje bi bilo naknadno nametnuto, primenjivaće se odredbe člana \_\_\_\_\_ Ugovora o zajmu prema kojem se Zajmoprimcu nalaže da u skladu sa tim obešteti KfW.

2.9 KfW nije i ne može se smatrati domaćim licem, niti da ima boravak ili sedište, posluje ili podleže oporezivanju u Republici Srbiji isključivo na osnovu zaključivanja, sprovođenja ili izvršavanja Ugovora o zajmu. Nije neophodno niti preporučljivo da KfW ima dozvolu, kvalifikaciju ili da na neki drugi način ostvaruje pravo da posluje ili da imenuje svoje zastupnike ili predstavnike u Republici Srbiji.

Na osnovu gore iznetog, obaveze Zajmoprimca u skladu sa Ugovorom o zajmu su direktne i безусловne, pravosnažne i obavezujuće za Zajmoprimca i predstavljaju zakonsku obavezu Zajmoprimca u skladu sa uslovima utvrđenim u Ugovoru o zajmu.

Ovo pravno mišljenje je ograničeno na zakone Republike Srbije.

\_\_\_\_\_, \_\_\_\_\_  
(Mesto) (Datum)

[Potpis]

Ime: \_\_\_\_\_

Prilozi:

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

**Aneks 3**

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

**Finansijska Saradnja između Republike Srbije i Savezne Republike Nemačke**

Program: Vodosnabdevanje i kanalizacija u opštinama srednje veličine u Srbiji V

Garancija Savezne Republike Nemačke za zajam

Draga gospodo,

Ovime potvrđujemo da je Garancija Savezne Republike Nemačke za Zajam, kao što je navedeno u Preambuli Ugovora o zajmu od dana \_\_\_\_\_ za Program vodosnabdevanja i kanalizacije u opštinama srednje veličine u Srbiji V izdata KfW-u.

Srdačan pozdrav,

KfW

\_\_\_\_\_

\_\_\_\_\_

**Član 3.**

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