

Z A K O N

**O POTVRĐIVANJU SPORAZUMA IZMEĐU VLADE
REPUBLIKE SRBIJE I VLADE SLOVAČKE
REPUBLIKE O REGULISANJU DUGA REPUBLIKE
SRBIJE PREMA SLOVAČKOJ REPUBLICI**

Član 1.

Potvrđuje se Sporazum između Vlade Republike Srbije i Vlade Slovačke Republike o regulisanju duga Republike Srbije prema Slovačkoj Republici, koji je potpisan u Beogradu, 30. maja 2019. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Sporazuma između Vlade Republike Srbije i Vlade Slovačke Republike o regulisanju duga Republike Srbije prema Slovačkoj Republici, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

Agreement
between
the Government of the Republic of Serbia
and
the Government of the Slovak Republic
on the Settlement of the Debt of the Republic
of Serbia
towards the Slovak Republic

The Government of the Republic of Serbia (hereinafter referred to as “the Serbian Party”)

and

The Government of the Slovak Republic (hereinafter referred to as “the Slovak Party” and collectively referred to as “the Parties”);

Desiring to develop long-term and stable trade, economic and financial co-operation based on principles of mutual benefits;

Intending to finalize the settlement of the debt of the Republic of Serbia towards the Slovak Republic;

Having regard to

the Payment Agreement between the Socialist Federal Republic of Yugoslavia and the Czech and Slovak Federal Republic, signed at Belgrade on February 8th, 1991,

the Protocol from the Negotiations on the Solution of the Liquidation Account Balance held between March 23rd and March 26th 1992 in Prague, confirmed by the exchange of letters of the Prime Ministers of the Czech and Slovak Federative Republic and of the Federal Republic of Yugoslavia, dated May 7th and May 11th, 1992 (hereinafter referred to as “the 1992 Protocol”),

the Agreement between the Governments of the Czech Republic and of the Slovak Republic on Transfer of Governmental Claims towards Foreign States into the Competence of the Czech Republic and Slovak Republic and on Ensuring Internal Financing of Provided Governmental Loans signed at Bratislava on April 7th 1993,

the Agreement on Succession Issues, concluded at Vienna on June 29th, 2001, Annex C thereto,

the Agreement on the Regulation of Membership in International Financial Organization and the Distribution of Financial Assets and Liabilities between the

Republic of Serbia and the Republic of Montenegro, signed at Belgrade on July 10th, 2006,

the Vienna Convention on the Law of Treaties, concluded at Vienna on May 23rd, 1969;

Respecting the fact that the Slovak Republic as one of the two legal successors of the former Czech and Slovak Federal Republic (hereinafter referred to as "the former CSFR") administers, independently and individually, its share in receivables and liabilities of the former CSFR;

Taking into account

the Minutes (Promemoria) of expert talks between the National Bank of Yugoslavia, Ministry of Finance of the Federal Republic of Yugoslavia, Ministry of Finance of the Slovak Republic, Ministry of Finance of the Czech Republic and the Československá obchodní banka, a.s. (hereinafter referred to as "CSOB") of October 22nd, 1997,

the Agreed Minutes on the Consolidation of the Debt of the Federal Republic of Yugoslavia concluded on December 13th, 2001 between the participating Paris Club creditor countries and the Government of the Federal Republic of Yugoslavia,

the Protocol of the Eighth Session of the Joint Commission on Economic Cooperation between the Republic of Serbia and the Slovak Republic, signed at Bratislava on June 5th, 2018,

the Banking Arrangement between the National Bank of Serbia and the Československá obchodní banka, a.s. (CSOB) signed at Prague on July 17th, 2017 and at Belgrade on July 20th, 2017 and the Amendment No. 1 to this Banking Arrangement signed at Prague on June 21st, 2018 and at Belgrade on July 6th, 2018;

Have agreed as follows:

Article 1

Treated Debt

1. The Parties confirm that:
 - a) the original principal of the former Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the former SFRY") debt towards the former CSFR recorded on the Liquidation Clearing Account amounts to 85,970,743.82 Clearing Dollars;
 - b) on 11 April 2000, the Czech Republic assigned 25% value of the Czech original part of the former CSFR claim towards the former SFRY in the amount of 13,720,481.57 Clearing Dollars to Rondex Finance Inc., British Virgin Islands;
 - c) the new reconciled balance of the original Liquidation Clearing Account amounts to 72,250,262.25 Clearing Dollars, out of which 31,088,817.56 Clearing Dollars represents the Slovak part of the principal amount.
2. The Parties agree that the principal of the debt of the Republic of Serbia towards the Slovak Republic amounts to 35.7656% of the debt of the former SFRY to the Slovak Republic, i.e. 11,119,102.13 Clearing Dollars;
3. The Parties agree that the principal referred to in Paragraph 2 of this Article bears the simple interest that shall be calculated on the day count principle 30/360 p. a., with the following rates:
 - a) fixed interest rate 5.50% p.a. shall be applied from November 1st, 1991 until June 30th, 2013;

b) six month US Dollar Libor interest rate as published by the ICE (Intercontinental Exchange) Benchmark Administration, fixed last working day before the forthcoming six months interest period, shall be applied from July 1st, 2013 until December 31st, 2017;

c) since December 31st, 2017 the interest shall not be calculated.

4. The final settlement balance between the Republic of Serbia and the Slovak Republic, including the simple interest calculated in compliance with Paragraph 3 of this Article with the value date of December 31st, 2017 amounts to 24,726,927.52 Clearing Dollars. This amount consists of:

a) principal amount of 11,119,102.13 Clearing Dollars; and

b) interest amount of 13,607,825.39 Clearing Dollars.

5. The Parties agree to convert the amounts defined in Paragraph 4 of this Article applying the rate of exchange of 1 Clearing Dollar = 1 US Dollar, in accordance with the 1992 Protocol, into 24,726,927.52 US Dollars, which constitutes the debt of the Republic of Serbia towards the Slovak Republic as of December 31st, 2017.

Article 2

Settlement of the Debt

1. The Parties agree on the following conditions on the settlement of the debt of the Republic of Serbia towards the Slovak Republic:

a) After this Agreement enters into force, the Serbian Party shall repay the debt due to the Slovak Party based on the conditions of the Paris Club of Creditors. The debt of the Republic of Serbia will be settled through one-time payment. Such payment in the amount of 7,209,891.49 US Dollars (by words: seven million two hundred and nine thousand eight hundred ninety-one USD dollars forty-nine cents) shall be made within 45 days from the entry into force of this Agreement, by transfer of the total amount payable into the account of CSOB specified in Subparagraph c) below;

b) The Parties shall instruct their respective banks to provide necessary steps for the technical implementation of this Article;

c) The payment by the Serbian Party to the Slovak Party hereunder shall be made in US Dollars in freely transferable and immediately available funds on the relevant payment date, free of any costs, taxes, levies or charges. Respective payment to the Slovak Party shall be made in favour of the account of CSOB, No. 4030004, ABA routing No 021001033 USD, held with the Deutsche Bank Trust Americas, NY, swift: BKTRUS33. If payment shall become due and payable on a Saturday, Sunday or any other day which is not a business day, such payment shall be made on the next succeeding business day.

2. Upon execution of the payment in the amount specified in Paragraph 1(a) of this Article, it shall be deemed that the debt of the Republic of Serbia towards the Slovak Republic is fully settled, subject to the provisions of Article 6 of this Agreement.

3. The Serbian Party shall be obliged to pay default interest at the rate of 0.01% p.a. for each day of delay if it fails to pay its obligation timely and in full amount. The default interest shall be calculated from the day following the payment due date to the day the delayed payment is credited to the account of CSOB specified in Paragraph 1 (c);

Article 3

Settlement of Disputes

1. In the event that a dispute arises between the Parties with regard to the interpretation or implementation of this Agreement, the Parties shall resolve the dispute by mutual negotiations of the authorized representatives of the Parties.

2. If any such dispute cannot be settled amicably within six (6) months from the date on which the dispute has been notified by either party, the Parties agree that the dispute is finally settled in accordance with the Rules of Arbitration of International Chamber of Commerce, Paris by three arbitrators. Each Party shall appoint one arbitrator and these two members shall appoint a third arbitrator - Chairman of the arbitral tribunal.

If the Parties fail to appoint a third member - Chairman of the arbitral tribunal, the third arbitrator shall be appointed in accordance with mentioned Rules of Arbitration.

The arbitration decision shall be final, binding on both Parties and executive within the time specified in the decision.

The Parties agree that the arbitration shall be conducted pursuant to the procedure established by the Rules of Arbitration of International Chamber of Commerce, Paris.

The arbitration will be held in Belgrade, or elsewhere, if the Parties agree that it is suitable for the settlement of the dispute.

Language of arbitration shall be English.

Article 4

Amendments

This Agreement may be amended and supplemented by mutual consent of the Parties. Any amendment or supplement to this Agreement shall be in writing and signed by both Parties.

Article 5

Notices and Other Communications

Notices and other communications given under this Agreement addressed to either Party shall be made to the address set out in the diplomatic notes to be exchanged under Article 7 of this Agreement.

Article 6

Review Clause

If the successor States of the former SFRY make a new agreement on final division of the overall debt of the former SFRY owed to the former CSFR which causes that the principle of the debt of the Republic of Serbia to the Slovak Republic differs from the amount mentioned in Article 1, Paragraph 2 of this Agreement, the Parties shall review this Agreement accordingly.

Article 7

Final Provisions

This Agreement shall enter into force on the day of receipt of the latter notification, through diplomatic channels, in which the Parties inform each other that their national procedures for the entry into force of this Agreement have been completed.

Done at Belgrade, on May 30th, 2019, in two originals in the English language.

**On behalf of the Government
of the Republic of Serbia**

**On behalf of the Government
of the Slovak Republic**

Name: Ms. Ana Brnabić

Name: Mr. Peter Pellegrini

Title: Prime Minister
of the Republic of Serbia

Title: Prime Minister
of the Slovak Republic

Sporazum
između Vlade Republike Srbije
i
Vlade Slovačke Republike
o regulisanju duga Republike Srbije
prema Slovačkoj Republici

Vlada Republike Srbije (u daljem tekstu: „Srpska strana”)

i

Vlada Slovačke Republike (u daljem tekstu: „Slovačka strana” i zajedno nazvane u daljem tekstu: „Strane”);

Želeći da razviju dugoročnu i stabilnu trgovinsku, ekonomsku i finansijsku saradnju zasnovanu na principima uzajamne koristi;

Nameravajući da okončaju regulisanje duga Republike Srbije prema Slovačkoj Republici;

Imajući u vidu

Platni sporazum između Socijalističke Federativne Republike Jugoslavije i Češke i Slovačke Federativne Republike, potpisan u Beogradu, 8. februara 1991. godine,

Protokol sa razgovora o rešavanju salda na Likvidacionom računu, održanih od 23. do 26. marta 1992. godine u Pragu, potvrđen razmenom pisama predsednika vlada Češke i Slovačke Federativne Republike i Savezne Republike Jugoslavije, od 7. maja i 11. maja 1992. godine (u daljem tekstu: „Protokol iz 1992”),

Sporazum između vlada Češke Republike i Slovačke Republike o prenosu državnih potraživanja prema stranim državama u nadležnost Češke Republike i Slovačke Republike i o garantovanju unutrašnjeg finansiranja datih državnih zajmova, potpisan u Bratislavi, 7. aprila 1993. godine,

Sporazum o pitanjima sukcesije, zaključen u Beču, 29. juna 2001. godine i njegov Aneks C,

Sporazum o regulisanju članstva u međunarodnim finansijskim organizacijama i razgraničenju finansijskih prava i obaveza između Republike Srbije i Republike Crne Gore, potpisan u Beogradu, 10. jula 2006. godine,

Bečku konvenciju o ugovornom pravu, zaključenu u Beču, 23. maja 1969. godine;

Uvažavajući činjenicu da Slovačka Republika kao jedna od dva pravna sledbenika bivše Češke i Slovačke Federativne Republike (u daljem tekstu: „bivša ČSFR”) upravlja, nezavisno i samostalno, svojim udelom u potraživanjima i obavezama bivše ČSFR;

Uzimajući u obzir

Zapisnik (Promemoriju) sa ekspertskih razgovora između Narodne banke Jugoslavije, Ministarstva finansija Savezne Republike Jugoslavije, Ministarstva finansija Slovačke Republike, Ministarstva finansija Češke Republike i Československá obchodní banka, a.s. (u daljem tekstu: „ČSOB”) od 22. oktobra 1997. godine,

Usaglašeni zapisnik o konsolidaciji duga Savezne Republike Jugoslavije, zaključen 13. decembra 2001. godine između zemalja učesnica Pariskog kluba poverilaca i Vlade Savezne Republike Jugoslavije,

Protokol sa Osmog zasedanja Mešovite komisije za ekonomsku saradnju između Republike Srbije i Slovačke Republike, potpisan u Bratislavi, 5. juna 2018. godine,

Bankarski aranžman između Narodne banke Srbije i Československá obchodní banka, a.s. (ČSOB), potpisan u Pragu 17. jula 2017. godine i u Beogradu 20. jula 2017. godine i Aneks br. 1 Bankarskog aranžmana potpisan u Pragu 21. juna 2018. godine i u Beogradu 6. jula 2018. godine;

Sporazumele su se o sledećem:

Član 1.

Dug koji se razmatra

1. Strane potvrđuju da:
 - a) prvobitna glavnica duga bivše Socijalističke Federativne Republike Jugoslavije (u daljem tekstu: bivša „SFRJ”) prema bivšoj ČSFR evidentirana na Likvidacionom klirinškom računu iznosi 85.970.743,82 klirinških dolara;
 - b) 11. aprila 2000. godine Češka Republika je prenela 25% vrednosti češkog prvobitnog dela potraživanja bivše ČSFR prema bivšoj SFRJ u iznosu od 13.720.481,57 klirinških dolara na Rondex Finance Inc, Britanska Devičanska Ostrva;
 - c) novi usaglašeni saldo prvobitnog Likvidacionog klirinškog računa iznosi 72.250.262,25 klirinških dolara, od čega 31.088.817,56 klirinških dolara predstavlja slovački deo iznosa glavnice.
2. Strane su saglasne da glavnica duga Republike Srbije prema Slovačkoj Republici iznosi 35,7656% duga bivše SFRJ prema Slovačkoj Republici, tj. 11.119.102,13 klirinških dolara.
3. Strane su saglasne da se na glavicu iz stava 2. ovog člana pripiše prosta kamata koja će se obračunati primenom meseca od 30 dana i godine od 360 dana, po sledećim stopama:
 - a) fiksna kamatna stopa od 5,50% godišnje, primenjivaće se od 1. novembra 1991. godine do 30. juna 2013. godine;
 - b) šestomesečna Libor USD kamatna stopa koju objavljuje ICE (Intercontinental Exchange) Benchmark Administration, utvrđena poslednjeg radnog dana pre nastupajućeg šestomesečnog kamatnog

perioda, primenjivaće se od 1. jula 2013. godine do 31. decembra 2017. godine;

c) od 31. decembra 2017. godine kamata se neće obračunavati.

4. Završni saldo obračuna između Republike Srbije i Slovačke Republike, uključujući prostu kamatu obračunatu u skladu sa stavom 3. ovog člana sa datumom valute 31. decembar 2017. godine iznosi 24.726.927,52 klirinških dolara. Ovaj iznos obuhvata:

a) iznos glavnice od 11.119.102,13 klirinških dolara; i

b) iznos kamate od 13.607.825,39 klirinških dolara.

5. Strane su saglasne da se iznosi navedeni u stavu 4. ovog člana konvertuju primenom pariteta 1 klirinški dolar = 1 američki dolar, u skladu sa Protokolom iz 1992, u 24.726.927,52 američkih dolara, što predstavlja dug Republike Srbije prema Slovačkoj Republici na dan 31. decembar 2017. godine.

Član 2.

Regulisanje duga

1. Strane su se dogovorile o sledećim uslovima za regulisanje duga Republike Srbije prema Slovačkoj Republici:

a) Nakon stupanja na snagu ovog sporazuma, Srpska strana će otplatiti dug o dospeću Slovačkoj strani prema uslovima Pariskog kluba poverilaca. Dug Republike Srbije biće izmiren jednokratnom isplatom. Ova isplata u iznosu od 7.209.891,49 američkih dolara (sedam miliona dvesta devet hiljada osamsto devedeset jedan američki dolar i četrdeset devet centi) biće izvršena u roku od 45 dana od stupanja na snagu ovog sporazuma, prenosom ukupne plative sume na račun ČSOB naveden u tački c) ovog stava;

b) Strane će dati nalog svojim bankama da preuzmu neophodne korake za tehničko sprovođenje ovog člana;

c) Plaćanje Srpske strane Slovačkoj strani po ovom sporazumu biće izvršeno u američkim dolarima u slobodno prenosivim i odmah raspoloživim sredstvima na odgovarajući datum plaćanja, bez ikakvih troškova, poreza ili drugih dažbina. Odgovarajuće plaćanje Slovačkoj strani biće izvršeno u korist računa ČSOB, Br. 4030004, identifikacioni kod banke (ABA) 021001033 USD, otvoren kod Deutsche Bank Trust Americas, NY, SWIFT: BKTRUS33. Ukoliko plaćanje dospe i postane plativo u subotu, nedelju ili bilo koji neradni dan, takvo plaćanje će biti izvršeno narednog radnog dana.

2. Kada se izvrši plaćanje u iznosu navedenom u stavu 1. tačka a) ovog člana, smatraće se da je dug Republike Srbije prema Slovačkoj Republici u potpunosti izmiren, osim u slučaju primene odredaba člana 6. ovog sporazuma.

3. Srpska strana je u obavezi da plati zateznu kamatu po stopi od 0,01% godišnje za svaki dan docnje ukoliko ne izvrši plaćanje svoje obaveze o roku i u punom iznosu. Zatezna kamata će se obračunavati od narednog dana od datuma dospeća za plaćanje, pa do datuma kada se zakasnela uplata proknjiži na račun ČSOB naveden u stavu 1. tačka c) ovog člana.

Član 3.

Rešavanje sporova

1. U slučaju da nastane spor između Strana u vezi sa tumačenjem ili sprovođenjem ovog sporazuma, Strane će spor rešavati međusobnim pregovorima ovlašćenih predstavnika Strana.

2. Ako se spor ne može rešiti sporazumno u roku od šest (6) meseci od datuma kada je o sporu obaveštena bilo koja strana, Strane su saglasne da se spor konačno reši u skladu sa Pravilnikom o arbitraži Međunarodne trgovinske komore, Pariz od strane tri arbitra. Svaka strana će imenovati po jednog arbitra, koji će imenovati trećeg arbitra - predsednika arbitražnog veća.

Ukoliko strane ne uspeju da imenuju trećeg člana - predsednika arbitražnog veća, treći arbitar će biti imenovan u skladu sa pomenutim pravilnikom o arbitraži.

Arbitražna odluka biće konačna, obavezujuća za obe Strane i izvršiva u roku predviđenom u odluci.

Strane su saglasne da će arbitraža biti sprovedena po postupku utvrđenom Pravilnikom o arbitraži Međunarodne trgovinske komore, Pariz.

Arbitraža će se održati u Beogradu ili na drugom mestu, ako su strane saglasne da je to pogodnije za rešavanje spora.

Jezik arbitraže će biti engleski.

Član 4.

Izmene i dopune

Ovaj sporazum može biti izmenjen i dopunjen zajedničkom saglasnošću Strana. Svaka izmena i dopuna ovog sporazuma mora biti u pisanoj formi i potpisana od obe Strane.

Član 5.

Obaveštenja i druga komunikacija

Obaveštenja i druga komunikacija po ovom sporazumu, naslovljena bilo kojoj Strani, vršiće se na adresu navedenu u diplomatskim notama koje će se razmeniti prema članu 7. ovog sporazuma.

Član 6.

Klauzula ponovnog razmatranja

Ako države sukcesori bivše SFRJ sačine novi sporazum o konačnoj podeli ukupnog duga bivše SFRJ prema bivšoj ČSFR na osnovu kojeg bi se glavnicu duga Republike Srbije prema Slovačkoj Republici razlikovala od iznosa navedenog u članu 1. stav 2. ovog sporazuma, Strane će u skladu sa tim ponovo razmotriti ovaj sporazum.

Član 7.

Završne odredbe

Ovaj sporazum će stupiti na snagu na dan prijema poslednjeg obaveštenja, putem diplomatskih kanala, u kojem će Strane informisati jedna drugu da su njihove nacionalne procedure za stupanje na snagu ovog sporazuma okončane.

Sačinjeno u Beogradu, 30. maja 2019. godine, u dva originalna primerka na engleskom jeziku.

**U ime Vlade
Republike Srbije**

Ime: Ana Brnabić, s.r.
Funkcija: predsednik Vlade
Republike Srbije

**U ime Vlade
Slovačke Republike**

Ime: Peter Pellegrini, s.r.
Funkcija: predsednik Vlade
Slovačke Republike

Član 3.

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