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O POTVRĐIVANJU UGOVORA O ZAJMU (PROGRAM ZA OTPORNOST NA KLIMATSKE PROMENE I NAVODNJAVANJE U SRBIJI - FAZA I) IZMEĐU REPUBLIKE SRBIJE I EVROPSKE BANKE ZA OBNOVU I RAZVOJ

Član 1.

Potvrđuje se Ugovor o zajmu (Program za otpornost na klimatske promene i navodnjavanje u Srbiji - faza I) između Republike Srbije i Evropske banke za obnovu i razvoj, koji je potpisan u Beogradu, 20. decembra 2019. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Ugovora o zajmu (Program za otpornost na klimatske promene i navodnjavanje u Srbiji - faza I) između Republike Srbije i Evropske banke za obnovu i razvoj, u originalu na engleskom i prevodu na srpski jezik glasi:

LOAN AGREEMENT

(SERBIAN CLIMATE RESILIENCE AND IRRIGATION PROGRAMME – PHASE I)

between

REPUBLIC OF SERBIA

and

EUROPEAN BANK

FOR RECONSTRUCTION AND DEVELOPMENT

Dated 20 December 2019

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LOAN AGREEMENT

AGREEMENT dated 20 December 2019 between **REPUBLIC OF SERBIA** represented by Jelena Tanasković, State Secretary of Ministry of Finance, on behalf of the Government as representative of the Republic of Serbia (the "Borrower") and **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT** (the "Bank").

PREAMBLE

WHEREAS, the Bank has been established to provide financing for specific projects to foster the transition towards open market-oriented economies and to promote private and entrepreneurial initiative in certain countries committed to and applying the principles of multiparty democracy, pluralism and market economics;

WHEREAS, the Borrower is planning to implement climate resilience and irrigation project in the Republic of Serbia. As part of the implementation of this project the Borrower intends to implement the first phase of the project as described in Schedule 1 which is designed to assist in construction of new irrigation infrastructure in the municipalities of Svilajnac and Negotin (the "Municipalities") and to provide support in project implementation (the "Project");

WHEREAS, the Project will be carried out by Public Water Management Company Srbijavode (the "Executing Entity") with financial assistance from the Borrower, the Municipalities and with the participation of the Ministry of Agriculture, Forestry and Water Management of the Republic of Serbia (the "Beneficiary");

WHEREAS, the Borrower has requested assistance from the Bank in financing the Project;

WHEREAS, the Bank is in the process of arranging technical cooperation funds on a grant basis in an estimated amount of EUR 1,200,000 (one million two hundred thousand Euros) to assist the Borrower in preparation of the Irrigation Strategy as defined below, as well as in capacity building and delivering of training plan on efficient irrigation technologies for local farmers and preparation of technical documentation for the next phase;

WHEREAS, the Bank has agreed on the basis of, *inter alia*, the foregoing to make a loan to the Borrower in the amount of EUR 15,000,000 (fifteen million Euros) (the "Loan"), subject to the terms and conditions set forth or referred to in this Agreement and in the project agreement dated the date hereof between the Executing Entity, the Beneficiary, Municipalities and the Bank (the "Project Agreement") as defined in the Standard Terms and Conditions.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I - STANDARD TERMS AND CONDITIONS; DEFINITIONS

Section 1.01. Incorporation of Standard Terms and Conditions

All of the provisions of the Bank's Standard Terms and Conditions dated 1 October 2018 are hereby incorporated into and made applicable to this Agreement with the same force and effect as if they were fully set forth herein, subject, however, to the following modifications (such provisions as so modified are hereinafter called the "Standard Terms and Conditions"):

(a) The Project Agreement is hereby specified as a Project Agreement for the purposes of the Standard Terms and Conditions;

(b) Each of the Executing Entity, the Beneficiary and the Municipalities are specified as a Project Entity for the purposes of the Standard Terms and Conditions.

Section 1.02. Definitions

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

"Borrower's Authorised Representative"	means the Minister of Finance of the Borrower or any other person duly authorised by the Borrower's Government as may be notified in writing by the Borrower to the Bank from time to time.
"Enforcement Policy and Procedures"	means the Bank's Enforcement Policy and Procedures dated 4 October 2017.
"Irrigation Strategy"	means national irrigation strategy (including the five-year action plan for its implementation) to be prepared by the Food and Agriculture Organization of the United Nations and adopted by the Borrower pursuant to Section 3.01(g) below.
"Last Availability Date"	means the last availability date specified in Section 2.02 (f).
"PIU"	means the Project Implementation Unit referred in Section 5.01(b) of this Agreement.

Section 1.03. Interpretation

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

ARTICLE II - PRINCIPAL TERMS OF THE LOAN

Section 2.01. Amount and Currency

The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of EUR 15,000,000 (fifteen million Euros).

Section 2.02. Other Financial Terms of the Loan

- (a) The Minimum Drawdown Amount shall be EUR 50,000.
- (b) The Minimum Prepayment Amount shall be EUR 1,000,000.
- (c) The Minimum Cancellation Amount shall be EUR 1,000,000.
- (d) The Interest Payment Dates shall be 25 April and 25 October of each year.
- (e) (1) The Borrower shall repay the Loan in 24 equal (or as nearly equal as possible) semi-annual instalments on 25 April and 25 October of each year, with the first Loan Repayment Date being 25 April 2023 and the last Loan Repayment Date being 25 October 2034.

(2) Notwithstanding the foregoing, in the event that (i) the Borrower does not draw down the entire Loan amount prior to the first Loan Repayment Date specified in this Section 2.02.(e), and (ii) the Bank extends the Last Availability Date specified in Section 2.02.(f) below to a date which falls after such first Loan Repayment Date, then the amount of each drawdown made on or after the first Loan Repayment Date shall be allocated for repayment in equal amounts to the several Loan Repayment Dates which fall after the date of such drawdown (with the Bank adjusting the amounts so allocated as necessary so as to achieve whole numbers in each case). The Bank shall, from time to time, notify the Borrower of such allocations.
- (f) The Last Availability Date shall be 22 December 2022, or such later date that the Bank may in its discretion establish and notify to the Borrower.
- (g) The rate of the Commitment Charge shall be 0.5% per annum.
- (h) The Loan is subject to a Variable Interest Rate. Notwithstanding the foregoing, the Borrower may, as an alternative to paying interest at a Variable Interest Rate on all or any portion of the Loan then outstanding, elect to pay interest at a Fixed Interest Rate on such portion of the Loan in accordance with Section 3.04(c) of the Standard Terms and Conditions.

Section 2.03. Drawdowns

The Available Amount may be drawn down from time to time in accordance with the provisions of Schedule 2 to finance (1) expenditures made (or, if the Bank so agrees, to be made) in respect of the reasonable cost of goods, works and services required for the Project and (2) the Front-end Commission.

ARTICLE III - EXECUTION OF THE PROJECT

Section 3.01. Other Affirmative Project Covenants

In addition to the general undertakings set forth in Articles IV and V of the Standard Terms and Conditions, the Borrower shall, unless the Bank otherwise agrees:

- (a) Make available to the Executing Entity the benefit of the Loan;
- (b) Comply with the provisions of this Agreement and take all actions within its authority to accomplish the purposes for which the Loan is made;
- (c) Perform, as the Beneficiary, and cause the Executing Entity and the Municipalities to perform all of their obligations under the Project Agreement;
- (d) Provide or cause to be provided, when requested, all governmental licences, approvals or consents required for the financing and carrying out of the Project by the Executing Entity and for carrying on of the Executing Entity's business;
- (e) Take, or cause to be taken, all additional actions necessary to provide adequate funds for the completion of the Project, including the governmental contributions, if required;
- (f) Prepare and adopt the Irrigation Strategy by not later than 31 December 2022; and
- (g) Exempt from VAT and customs duties all goods, works and services (including consultancy services), procured by the Executing Entity for the Project and financed from the proceeds of the Loan or any technical cooperation funds made available by the Bank, or provide for their reimbursement.

ARTICLE IV - SUSPENSION; ACCELERATION; CANCELLATION

Section 4.01. Suspension

The following are specified for purposes of Section 7.01(a)(xvii) of the Standard Terms and Conditions:

- (a) The legislative and regulatory framework applicable to the irrigation and construction sector in the territory of the Borrower shall have been amended, suspended, abrogated, repealed or waived in a manner that would have a material adverse effect on the Project or the ability of the Borrower or any of the Project Entities to perform their obligations under this Agreement and/or the Project Agreement;
- (b) The Statute shall have been amended, suspended, abrogated, repealed or waived in a manner that would have a material adverse effect on the Project or the ability of the Executing Entity to perform its obligations under this Agreement and/or the Project Agreement;
- (c) Control of the Executing Entity shall have been transferred to a party other than the Borrower;

(d) Any of the Project Entities shall have failed to perform any of its obligations under the Project Agreement.

Section 4.02. Acceleration of Maturity

The following are specified for purposes of Section 7.06(f) of the Standard Terms and Conditions: any of the events specified under Section 4.01 shall have occurred and continued without remedy for thirty (30) days after the notice thereof has been given by the Bank to the Borrower.

ARTICLE V - EFFECTIVENESS

Section 5.01. Conditions Precedent to Effectiveness

(a) The parties acknowledge that the conditions to the effectiveness of the Loan are referred to in Section 9.02 of the Standard Terms and Conditions and, among other matters, include the execution and delivery by each of the Project Entity of the Project Agreement, which has to be duly authorised by each Project Entity.

(b) For purposes of Section 9.02(c) of the Standard Terms and Conditions, the following constitutes additional condition to the effectiveness of the Loan: the PIU, with adequate resources and staffed with suitably qualified personnel in a manner satisfactory to the Bank, shall have been established by the Executing Entity and shall have become operational.

(c) For purposes of Section 9.03(a) of the Standard Terms and Conditions, the opinion shall be given on behalf of the Borrower by the Ministry of Justice and shall confirm that the Loan Agreement has been duly authorised by the Borrower and constitute valid and legally binding obligations of the Borrower, enforceable in accordance with its terms.

(d) For purposes of Section 9.03(c) of the Standard Terms and Conditions,

(1) the opinion shall be given on behalf of the Executing Entity by the head of legal department of the Executing Entity and shall confirm that the Project Agreement has been duly authorised by the Executing Entity and constitutes valid and legally binding obligations of the Executing Entity, enforceable in accordance with its terms;

(2) the opinion shall be given on behalf of each of the Municipalities by the head of the legal department of each of the Municipalities and shall confirm that the Project Agreement has been duly authorised by each of the Municipalities and constitutes valid and legally binding obligations of each of the Municipalities enforceable in accordance with its terms.

(3) the opinion shall be given on behalf of the Beneficiary by the Ministry of Justice and shall confirm that the Project Agreement has been duly authorised by the Beneficiary and constitutes valid and legally binding obligations of the Beneficiary enforceable in accordance with its terms.

Section 5.02. Termination for Failure to Become Effective

The date 180 days after the date of this Agreement is specified for purposes of Section 9.04 of the Standard Terms and Conditions.

ARTICLE VI - MISCELLANEOUS

Section 6.01. Notices

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

For the Borrower:

Ministry of Finance of the Republic of Serbia
Kneza Milosa 20
11000 Belgrade
Serbia

Attention: Minister of Finance

Fax: + 381 11 361 8961

For the Bank:

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

Attention: Operation Administration Department

Fax: +44-20-7338-6100

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

REPUBLIC OF SERBIA

By: _____

Name: Jelena Tanasković

Title: State Secretary

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

By: _____

Name: Meran Lukić

Title: Principal Banker

SCHEDULE 1 - DESCRIPTION OF THE PROJECT

1. The purpose of the Project is to assist the Borrower in construction and rehabilitation of primary irrigation infrastructure in the municipalities of Svilajnac and Negotin (the "Municipalities") and to provide support in Project implementation and supervision of construction works.

2. The Project consists of the following Parts, subject to such modifications thereof as the Bank and the Borrower may agree upon from time to time:

Part A: Civil works: construction and rehabilitation of primary irrigation infrastructure in the municipalities of Svilajnac and Negotin;

Part B: Engagement of suitably qualified consultants to assist in Procurement and Project Implementation Support.

Part C: Engagement of suitably qualified consultants to supervise construction works on the Project.

3. The Project is expected to be completed by 31 December 2022.

SCHEDULE 2 - CATEGORIES AND DRAWDOWNS

1. The table attached to this Schedule sets forth the Categories, the amount of the Loan allocated to each Category and the percentage of expenditures to be financed in each Category.
2. Notwithstanding the provisions of paragraph 1 above,
 - (1) no Drawdown shall be made in respect of expenditures incurred prior to the date of the Loan Agreement effectiveness;
 - (2) no Drawdown shall be made prior to appointment by the Executing Entity of qualified consultants acceptable to the Bank to assist the Executing Entity with the procurement and implementation of the Project and appointment by the Executing Entity of an independent engineer to supervise construction works.

Attachment to Schedule 2

Category	Amount of the Loan (EUR)	% of Expenditures to be financed
(1) Part (A): Civil Works to include construction and rehabilitation of primary irrigation infrastructure in the municipalities of Negotin, and Svilajnac	14,050,000	100% (excluding VAT and custom duties)
(2) Part (B) and (C): Support in project implementation, procurement and supervision of works	800,000	100%
(3) Front-end Fee	150,000	100%
Total Loan :	15,000,000	

UGOVOR O ZAJMU

**(PROGRAM ZA OTPORNOST NA KLIMATSKE PROMENE I NAVODNJAVANJE U
SRBIJI-FAZA I)**

između

REPUBLIKE SRBIJE

i

**EVROPSKE BANKE
ZA OBNOVU I RAZVOJ**

Datum: 20. decembar 2019. godine

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UGOVOR O ZAJMU

UGOVOR od 20. decembra 2019. godine između **REPUBLIKE SRBIJE** koju predstavlja Jelena Tanasković, državni sekretar u Ministarstvu finansija, u ime Vlade kao zastupnika Republike Srbije („Zajmoprimac“) i **EVROPSKE BANKE ZA OBNOVU I RAZVOJ** („Banka“).

PREAMBULA

S OBZIROM NA TO DA je Banka osnovana da obezbeđuje finansiranje za specifične projekte koji treba da ubrzaju prelaz ka otvorenim tržišno orijentisanim privredama i da promoviše privatnu i preduzetničku inicijativu u određenim zemljama koje su se obavezale i koje primenjuju principe višepartijske demokratije, pluralizma i tržišnih ekonomija;

S OBZIROM NA TO DA Zajmoprimac namerava da realizuje projekat za otpornost na klimatske promene i navodnjavanje u Republici Srbiji. Kao deo realizacije ovog projekta Zajmoprimac namerava da sprovede prvu fazu projekta kako je opisano u Prilogu 1, koji je koncipiran da pomogne izgradnju nove infrastrukture za navodnjavanje u opštinama Svilajnac i Negotin („Opštine“) i pruži podršku u implementaciji projekta („Projekat“);

S OBZIROM NA TO DA će Projekat sprovoditi Javno vodoprivredno preduzeće Srbijavode („Izvršni subjekat“), uz finansijsku podršku Zajmoprimca, Opštine i uz učešće Ministarstva poljoprivrede, šumarstva i vodoprivrede Republike Srbije („Korisnik“);

S OBZIROM NA TO DA je Zajmoprimac zatražio pomoć od Banke za finansiranje Projekta;

S OBZIROM NA TO DA Banka priprema tehničku pomoć u vidu bespovratnih sredstava, u procenjenom iznosu od 1.200.000 EUR (milion i dve stotine hiljada evra), kako bi pomogla Zajmoprimcu u pripremi Strategije za navodnjavanje, kako je niže definisana, kao i izgradnji kapaciteta i isporuci plana obuke o efikasnim tehnologijama navodnjavanja za lokalne zemljoradnike i pripremi tehničke dokumentacije za narednu fazu;

S OBZIROM NA TO DA se Banka saglasila da na osnovu, *između ostalog*, prethodno iznetog, odobri zajam Zajmoprimcu u iznosu od 15.000.000 EUR (petnaest miliona evra) („Zajam“) saglasno uslovima koje utvrđuju ili na koje upućuju ovaj ugovor i ugovor o projektu zaključen na datum ovog ugovora između Izvršnog subjekta, Korisnika, Opština i Banke („Ugovor o Projektu“) kao što je definisano Standardnim uslovima poslovanja.

NA OSNOVU TOGA, ugovorne strane se ovim usaglašavaju na sledeći način:

ČLAN I – STANDARDNI USLOVI POSLOVANJA; DEFINICIJE

Odeljak 1.01. Unošenje Standardnih uslova poslovanja

Sve odredbe Standardnih uslova poslovanja Banke od 1. oktobra 2018. godine ovim su unete u ovaj ugovor i primenjuju se na ovaj ugovor sa istim dejstvom kao da su u potpunosti ovde navedene, ali saglasno sledećim izmenama (takve odredbe modifikovane u ovom ugovoru nazivaju se „Standardni uslovi poslovanja“):

(a) Ugovor o Projektu se ovde navodi kao Ugovor o Projektu za svrhe Standardnih uslova poslovanja;

(b) svaki od Izvršnog subjekta, Korisnika i Opština su navedeni kao Projektni subjekat za svrhe Standardnih uslova poslovanja.

Odeljak 1.02. Definicije

Gde god da se koriste u ovom ugovoru (uključujući Preambulu i Priloge), a osim ako nije drugačije utvrđeno ili ako kontekst drugačije ne nalaže, izrazi definisani u Preambuli imaju odgovarajuća značenja koja su im tamo pripisana, izrazi definisani u Standardnim uslovima poslovanja imaju odgovarajuća značenja koja su im tamo pripisana, a sledeći izrazi imaju sledeća značenja:

„Ovlašćeni predstavnik Zajmoprimca”	znači ministar finansija Zajmoprimca ili bilo koje drugo lice propisno ovlašćeno od strane Vlade Zajmoprimca, o čemu Zajmoprimac u pisanoj formi obaveštava Banku s vremena na vreme.
„Politika i procedure primene”	znači Politika i procedure primene Banke od 4. oktobra 2017. godine.
„Strategija za navodnjavanje”	znači nacionalna strategija za navodnjavanje (uključujući petogodišnji akcioni plan njene primene) pripremljena od strane Organizacije za hranu i poljoprivredu Ujedinjenih nacija i usvojena od strane Zajmoprimca u skladu sa Odeljkom 3.01(f) niže.
„Krajnji datum raspoloživosti”	znači krajnji datum raspoloživosti naveden u Odeljku 2.02. (f).
„PIU”	znači Jedinica za realizaciju Projekta na koju upućuje Odeljak 5.01. (b) ovog ugovora.

Odeljak 1.03. Tumačenje

U ovom ugovoru, upućivanje na određeni Član, Odeljak ili Prilog, osim ukoliko nije drugačije navedeno u okviru ovog ugovora, tumači se kao upućivanje na taj određeni Član, Odeljak ili Prilog ovog ugovora.

ČLAN II – GLAVNI USLOVI ZAJMA

Odeljak 2.01. Iznos i valuta

Banka je saglasna da odobri zajam Zajmoprimcu, pod uslovima koje ovaj ugovor definiše ili na njih upućuje, u iznosu od 15.000.000 EUR (petnaest miliona evra).

Odeljak 2.02. Ostali finansijski uslovi Zajma

- (a) Minimalni iznos za povlačenje je 50.000 EUR.
- (b) Minimalni iznos prevremenog plaćanja je 1.000.000 EUR.
- (c) Minimalni iznos koji se može otkazati je 1.000.000 EUR.
- (d) Datumi za plaćanje kamate su 25. april i 25. oktobar svake godine.
- (e) (1) Zajmoprimac je dužan da Zajam otplati u 24 jednake (ili približno jednake, u mogućoj meri) polugodišnje rate, 25. aprila i 25. oktobra svake godine, pri čemu je prvi Datum otplate Zajma 25. april 2023. godine, a poslednji Datum otplate Zajma 25. oktobar 2034. godine.
 (2) Bez obzira na napred navedeno, u slučaju da (i) Zajmoprimac ne povuče celokupni iznos Zajma pre Prvog datuma otplate Zajma, navedenog u ovom Odeljku 2.02 (e), i (ii) Banka produži Poslednji datum raspoloživosti Zajma, naveden u Odeljku 2.02(f) u daljem tekstu, do datuma koji pada nakon prvog Datuma otplate Zajma, tada se svako povlačenje izvršeno na datum ili nakon prvog Datuma otplate Zajma raspodeljuje za otplatu u jednakim iznosima na nekoliko Datuma otplate Zajma koji padaju nakon datuma tog povlačenja (pri čemu Banka koriguje iznose koji su na taj način raspodeljeni onako kako je neophodno da bi se u svakom slučaju dobili celi brojevi). Banka s vremena na vreme obaveštava Zajmoprimca o takvim raspodelama.
- (f) Krajnji datum raspoloživosti Zajma je 22. decembar 2022. godine ili kasniji datum koji Banka može po svom nahođenju odrediti i saopštiti Zajmoprimcu.
- (g) Stopa provizije na nepovučeni deo zajma iznosi 0,5% na godišnjem nivou.
- (h) Zajam podleže Varijabilnoj kamatnoj stopi. Bez obzira na prethodno navedeno, Zajmoprimac može, kao alternativu plaćanja kamate po Varijabilnoj kamatnoj stopi na ceo iznos Zajma ili na bilo koji njegov deo koji u tom trenutku bude neotplaćen, odabrati da plati kamatu po Fiksnoj kamatnoj stopi na taj deo Zajma, u skladu sa Odeljkom 3.04(c) Standardnih uslova poslovanja.

Odeljak 2.03. Povlačenja sredstava

Raspoloživi iznos Zajma može se povlačiti povremeno u skladu sa odredbama iz Priloga 2 za finansiranje (1) izdataka nastalih (ili, ako se Banka saglasi, izdataka koji će tek nastati) po osnovu razumnih cena robe, radova i usluga potrebnih za Projekat i (2) Upisne provizije.

ČLAN III – IZVRŠENJE PROJEKTA

Odeljak 3.01. Ostale afirmativne odredbe Projekta

Pored opštih obaveza utvrđenih u članovima IV i V Standardnih uslova poslovanja, Zajmoprimac će, osim ako se Banka drugačije ne saglasi:

- (a) Izvršnom subjektu omogućiti korist od Zajma;
- (b) prihvatiti sve odredbe ovog ugovora i sprovesti sve postupke u okviru svoje nadležnosti da postigne srhu za koju je Zajam namenjen;

- (c) izvršavati, kao Korisnik, i obezbediti da Izvršni subjekat i Opštine izvršavaju njihove obaveze prema Ugovoru o Projektu;
- (d) obezbediti, ili omogućiti da se obezbede, kada se zahteva, sve državne dozvole, odobrenja ili saglasnosti potrebne za finansiranje i sprovođenje Projekta od strane Izvršnog subjekta i za poslovanje Izvršnog subjekta;
- (e) preduzimati ili omogućiti preduzimanje svih dodatnih radnji da se obezbede adekvatna sredstva za završetak Projekta, uključujući državne doprinose, ukoliko bude potrebno;
- (f) pripremiti i usvojiti Strategiju za navodnjavanje najkasnije do 31. decembra 2022. godine; i
- (g) osloboditi od poreza na dodatu vrednost i carinskih dažbina sva dobra, radove i usluge (uključujući konsultantske usluge) koje se nabavljaju od strane Izvršnog subjekta za Projekat i finansiraju iz sredstava Zajma, ili bilo kojih sredstava tehničke pomoći koje Banka stavlja na raspolaganje ili obezbeđuje za njihovu nadoknadu.

ČLAN IV – OBUSTAVA; UBRZANJE; OTKAZIVANJE

Odeljak 4.01. Obustava

U svrhe Odeljka 7.01(a)(xvii) Standardnih uslova poslovanja definisano je sledeće ukoliko:

- (a) zakonodavni i regulatorni okvir koji se primenjuje na sektore navodnjavanja i građevinarstva na teritoriji Zajmoprimca bude izmenjen, obustavljen, stavljen van snage, opozvan ili se od njega odustane i time se bitno i negativno utiče na Projekat ili sposobnost Zajmoprimca ili bilo kog Projektnog subjekta da ispune svoje obaveze po ovom ugovoru i/ili Ugovoru o Projektu;
- (b) Statut bude izmenjen, obustavljen, stavljen van snage, opozvan ili se od njega odustane na način koji bi bitno i negativno uticao na Projekat ili sposobnost Izvršnog subjekta da ispuni svoje obaveze po ovom ugovoru i /ili Ugovoru o Projektu;
- (c) kontrola Izvršnog subjekta bude preneta nekoj strani koja nije Zajmoprimac;
- (d) bilo koji od Projektnih subjekata ne ispuni bilo koju od svojih obaveza po Ugovoru o Projektu.

Odeljak 4.02. Ubrzanje dospeća

Sledeće je naznačeno za svrhe Odeljka 7.06 (f) Standardnih uslova poslovanja: ukoliko nastupi bilo koji od slučajeva navedenih u Odeljku 4.01 i ne otkloni se za trideset (30) dana nakon što Banka o tome obavesti Zajmoprimca.

ČLAN V – STUPANJE NA SNAGU

Odeljak 5.01. Prethodni uslovi za stupanje na snagu

- (a) Ugovorne strane potvrđuju da uslovi za efektivnost Zajma na koje upućuje Odeljak 9.02. Standardnih uslova poslovanja, između ostalog, obuhvataju i propisno potpisivanje i predaju Ugovora o Projektu od strane ovlašćenih lica svakog Projektnog subjekta.
- (b) U svrhe Odeljka 9.02(c) Standardnih uslova poslovanja, sledeće određuje dodatne uslove za stupanje na snagu Zajma: formirana i operativna PIU od strane Izvršnog subjekta uz adekvatne resurse i sa osobljem odgovarajućih kvalifikacija, na prihvatljiv način za Banku.

(c) U svrhe Odeljka 9.03(a) Standardnih uslova poslovanja, mišljenje u ime Zajmoprimca daje Ministarstvo pravde, potvrđujući da je Ugovor o zajmu propisno odobren od strane Zajmoprimca i predstavlja punovažne i pravno obavezujuće obaveze Zajmoprimca, izvršive u skladu sa njegovim uslovima.

(d) U svrhe Odeljka 9.03(c) Standardnih uslova poslovanja:

(1) Mišljenje u ime Izvršnog subjekta izdaje rukovodilac pravnog sektora Izvršnog subjekta, potvrđujući da je Ugovor o Projektu propisno odobren od strane Izvršnog subjekta i predstavlja punovažne i pravno obavezujuće obaveze Izvršnog subjekta, izvršive u skladu sa njegovim uslovima.

(2) Mišljenje u ime svake Opštine izdaje rukovodilac pravnog sektora svake Opštine, potvrđujući da je Ugovor o Projektu propisno odobren od strane svake Opštine i predstavlja punovažne i pravno obavezujuće obaveze svake Opštine, izvršive u skladu sa njegovim uslovima.

(3) Mišljenje u ime Korisnika daje Ministarstvo pravde, potvrđujući da je Ugovor o Projektu propisno odobren od strane Korisnika i predstavlja punovažne i pravno obavezujuće obaveze Korisnika, izvršive u skladu sa njegovim uslovima.

Odeljak 5.02. Raskid zbog nestupanja na snagu

Datum koji pada 180 dana nakon datuma ovog ugovora određen je u svrhe Odeljka 9.04 Standardnih uslova poslovanja.

ČLAN VI – RAZNO

Odeljak 6.01. Obaveštenja

Sledeće adrese se navode u svrhe Odeljka 10.01 Standardnih uslova poslovanja:

Za Zajmoprimca:

Ministarstvo finansija Republike Srbije

Kneza Miloša 20

11000 Beograd

Republika Srbija

Za: ministra finansija

Faks: + 381 11 361 8961

Za Banku:

Evropska banka za obnovu i razvoj

One Exchange Square

London EC2A 2JN

Ujedinjeno Kraljevstvo

Za: Sektor za administrativne poslove

Faks: + 44-20-7338-6100

U POTVRDU NAPRED IZNETOG, ugovorne strane preko svojih propisno ovlašćenih predstavnika, potpisuju ovaj ugovor u četiri primerka na engleskom jeziku i predaju ga u Beogradu, Republika Srbija, na dan i u godini kako su napred navedeni.

REPUBLIKA SRBIJA

Potpisuje: _____

Ime: Jelena Tanasković, s.r.

Zvanje: državni sekretar u Ministarstvu finansija

**EVROPSKA BANKA
ZA OBNOVU I RAZVOJ**

Potpisuje: _____

Ime: Meran Lukić, s.r.

Zvanje: glavni bankar

PRILOG 1 – OPIS PROJEKTA

1. Svrha Projekta je pomoć Zajmoprimcu u izgradnji i rekonstrukciji osnovne infrastrukture za navodnjavanje u opštinama Svilajnac i Negotin („Opštine”) i pružanje podrške u sprovođenju Projekta i nadzoru građevinskih radova.
2. Projekat se sastoji iz sledećih delova, koji podležu izmenama o kojima se Banka i Zajmoprimac povremeno mogu dogovoriti:
 - Deo A: građevinski radovi: izgradnja i rekonstrukcija osnovne infrastrukture za navodnjavanje u opštinama Svilajnac i i Negotin;
 - Deo B: angažovanje konsultanata odgovarajućih kvalifikacija za sprovođenje Nabavki i podršku u sprovođenju Projekta;
 - Deo C: angažovanje konsultanata odgovarajućih kvalifikacija da vrše nadzor građevinskih radova na Projektu.
3. Očekuje se da Projekat bude završen do 31. decembra 2022. godine.

PRILOG 2 – KATEGORIJE I POVLAČENJA SREDSTAVA

1. Tabela priložena uz ovaj prilog definiše Kategorije, iznos Zajma dodeljen svakoj Kategoriji i procenat izdataka koji će se finansirati u svakoj Kategoriji.
2. Bez obzira na odredbe prethodnog stava 1,
 - (1) nikakvo Povlačenje sredstava neće se vršiti u pogledu izdataka nastalih pre datuma stupanja na snagu Ugovora o zajmu;
 - (2) nikakvo Povlačenje sredstava neće se vršiti dok Izvršni subjekat ne imenuje kvalifikovane konsultante, prihvatljive za Banku, za podršku Izvršnom subjektu u nabavkama i sprovođenju Projekta i nezavisnog inženjera za nadzor građevinskih radova.

Dodatak uz Prilog 2

Kategorija	Iznos Zajma u EUR	Procenat izdataka koji će biti finansirani
(1) Deo (A): Građevinski radovi koji uključuju izgradnju i rekonstrukciju osnovne infrastrukture za navodnjavanje u opštinama Negotin i Svilajnac	14.050.000	100% (bez PDV-a i carinskih dažbina)
(2) Deo (B) i (C): Podrška u sprovođenju projekta, nabavkama i nadzoru radova	800.000	100%
(3) Upisna provizija	150.000	100%
Ukupan Zajam:	15.000.000	

Član 3.

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