

# **Z A K O N**

## **O POTVRĐIVANJU UGOVORA O ZAJMU (PROGRAM ZA OTPORNOST NA KLIMATSKE PROMENE I NAVODNJAVANJE U SRBIJI – FAZA II), 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 II), između Republike Srbije i Evropske banke za obnovu i razvoj, koji je potpisan u Beogradu, 15. decembra 2021. godine, u originalu na engleskom jeziku.

### **Član 2.**

Tekst Ugovora o zajmu (Program za otpornost na klimatske promene i navodnjavanje u Srbiji – faza II), 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 II)**

between

**REPUBLIC OF SERBIA**

and

**EUROPEAN BANK  
FOR RECONSTRUCTION AND DEVELOPMENT**

Dated 15.12.2021

## TABLE OF CONTENTS

|   |   |
|---|---|
| ARTICLE I - STANDARD TERMS AND CONDITIONS; DEFINITIONS .....      | 2 |
| Section 1.01. Incorporation of Standard Terms and Conditions..... | 2 |
| Section 1.02. Definitions .....                                   | 2 |
| Section 1.03. Interpretation .....                                | 2 |
| ARTICLE II - PRINCIPAL TERMS OF THE LOAN .....                    | 3 |
| Section 2.01. Amount and Currency.....                            | 3 |
| Section 2.02. Other Financial Terms of the Loan .....             | 3 |
| Section 2.03. Drawdowns .....                                     | 4 |
| ARTICLE III - EXECUTION OF THE PROJECT .....                      | 4 |
| Section 3.01. Other Affirmative Project Covenants.....            | 4 |
| ARTICLE IV - SUSPENSION; ACCELERATION; CANCELLATION.....          | 4 |
| Section 4.01. Suspension .....                                    | 4 |
| Section 4.02. Acceleration of Maturity .....                      | 5 |
| ARTICLE V - EFFECTIVENESS .....                                   | 5 |
| Section 5.01. Conditions Precedent to Effectiveness .....         | 5 |
| Section 5.02. Termination for Failure to Become Effective .....   | 6 |
| ARTICLE VI - MISCELLANEOUS .....                                  | 6 |
| Section 6.01. Notices .....                                       | 6 |
| SCHEDULE 1 - DESCRIPTION OF THE PROJECT .....                     | 1 |
| SCHEDULE 2 - CATEGORIES AND DRAWDOWNS.....                        | 1 |

## LOAN AGREEMENT

**AGREEMENT** dated 15.12.2021 between **REPUBLIC OF SERBIA** represented by Mr. Siniša Mali, Minister 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 second phase of the project as described in Schedule 1 which is designed to assist in construction of new irrigation infrastructure in the local self-governments of Ruma and Sremska Mitrovica (the "Municipalities") and to provide support in project implementation (the "Project");

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

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

**WHEREAS**, the Bank has arranged technical cooperation funds on a grant basis in an estimated amount of EUR 425,000 (four hundred twenty five thousand Euros) to assist the Executing Entity in preparation of Technical Documentation (Feasibility Study and Designs) for the construction of raw water transfer to the Borkovac and Pavlovci artificial reservoirs and the preparation of the Environmental and Social Due Diligence;

**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 or about 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 5 November 2021 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.  |
| "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 October 2025 and the last Loan Repayment Date being 25 April 2037.  
  
(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 31 December 2025, or such later date that the Bank may in its discretion establish and notify to the Borrower. Any extension of the Last Availability Date will be effected through the means of exchange of letters between the Bank and the Borrower.
- (g) The rate of the Commitment Charge shall be 0.5% per annum. The Commitment Charge shall accrue from the date sixty (60) days after the date of this Agreement.
- (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) 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 sectors 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: Siniša Mali  
Title: Minister of Finance

**EUROPEAN BANK  
FOR RECONSTRUCTION AND DEVELOPMENT**

By: \_\_\_\_\_

Name: Matteo Colangeli  
Title: Director, Regional Head of Western Balkans

## **SCHEDULE 1 - DESCRIPTION OF THE PROJECT**

1. The purpose of the Project is to assist the Borrower in construction of primary irrigation infrastructure in 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 of primary irrigation infrastructure in the municipalities of Ruma and Sremska Mitrovica;
  - 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 2025.

**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**

| <b>Category</b>  | <b>Amount of the Loan<br/>(EUR)</b> | <b>% of Expenditures to be<br/>financed</b> |
|--|-------------------------------------|---|
| (1) Part (A): Civil Works to include construction of primary irrigation infrastructure in the municipalities of Ruma and Sremska Mitrovica | 14,050,000                          | 100%<br>(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%  |
| <b>Total Loan :</b>  | <b>15,000,000</b>                   |   |

**UGOVOR O ZAJMU**  
**(PROGRAM ZA OTPORNOST NA KLIMATSKE PROMENE I NAVODNJAVANJE U**  
**SRBIJI – FAZA II)**

između

**REPUBLIKE SRBIJE**

i

**EVROPSKE BANKE**  
**ZA OBNOVU I RAZVOJ**

Datum: 15. decembar 2021. godine

**SADRŽAJ**

|   |  |
|---|--|
| ČLAN I – STANDARDNI USLOVI POSLOVANJA; DEFINICIJE.....        |  |
| Odeljak 1.01.    Unošenje Standardnih uslova poslovanja ..... |  |
| Odeljak 1.02.    Definicije.....                              |  |
| Odeljak 1.03.    Tumačenje.....                               |  |
| ČLAN II – GLAVNI USLOVI ZAJMA .....                           |  |
| Odeljak 2.01.    Iznos i valuta .....                         |  |
| Odeljak 2.02.    Ostali finansijski uslovi Zajma .....        |  |
| Odeljak 2.03.    Povlačenja sredstava.....                    |  |

|  |  |
|--|--|
| ČLAN III – IZVRŠENJE PROJEKTA .....                      |  |
| Odeljak 3.01. Ostale afirmativne odredbe Projekta .....  |  |
| ČLAN IV – OBUSTAVA; UBRZANJE; OTKAZIVANJE .....          |  |
| Odeljak 4.01. Obustava .....                             |  |
| Odeljak 4.02. Ubrzanje dospeća.....                      |  |
| ČLAN V – STUPANJE NA SNAGU .....                         |  |
| Odeljak 5.01. Prehodni uslovi za stupanje na snagu ..... |  |
| Odeljak 5.02. Raskid zbog nestupanja na snagu.....       |  |
| ČLAN VI – RAZNO.....                                     |  |
| Odeljak 6.01. Obaveštenja .....                          |  |
| PRILOG 1 – OPIS PROJEKTA.....                            |  |
| PRILOG 2 – KATEGORIJE I POVLAČENJA SREDSTAVA.....        |  |

## UGOVOR O ZAJMU

**UGOVOR** od 15. decembra 2021. godine između **REPUBLIKE SRBIJE** koju predstavlja gospodin Siniša Mali, ministar 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 drugu fazu projekta kako je opisano u Prilogu 1, koji je koncipiran da pomogne izgradnju nove infrastrukture za navodnjavanje u jedinicama lokalne samouprave Ruma i Sremska Mitrovica („Opštine“) i pruži podršku u implementaciji projekta („Projekat“);

**S OBZIROM NA TO DA** će Projekat sprovoditi Javno vodoprivredno preduzeće „Vode Vojvodine“ („Izvršni subjekat“), uz finansijsku podršku Zajmoprimca, podršku Opština i uz učešće Ministarstva poljoprivrede, šumarstva i vodoprivrede – Republičke direkcije za vode Republike Srbije („Korisnik“);

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

**S OBZIROM NA TO DA** je Banka odobrila tehničku pomoć u vidu bespovratnih sredstava, u procenjenom iznosu od 425.000 EUR (četiri stotine dvadeset pet hiljada evra), kako bi pomogla Izvršnom subjektu u pripremi Tehničke dokumentacije (Studija izvodljivosti i nacrti) za izgradnju prenosa sirove vode do veštačkih rezervoara Borkovci i Pavlovci i pripremu Ekološke i socijalne dubinske analize (Due Diligence);

**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 odredbama i uslovima koji su utvrđeni ili na koje upućuju ovaj ugovor i ugovor o projektu zaključen na datum ili oko datuma 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 5. novembra 2021. 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.  |
| „Krajnji datum raspoloživosti”      | znači krajnji datum raspoloživosti naveden u Odeljku 2.02. (f).   |
| „JIP”                               | znači Jedinica za implementaciju 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. oktobar 2025. godine, a poslednji Datum otplate Zajma 25. april 2037. 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 Krajnji datum raspoloživosti Zajma, naveden u Odeljku 2.02.(f) ispod, 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 je 31. decembar 2025. godine ili kasniji datum koji Banka može po svom nahođenju odrediti i saopštiti Zajmoprimcu. Svaki produžetak Krajnjeg datuma raspoloživosti biće izvršen putem razmene pisama između Banke i Zajmoprimca.
- (g) Stopa provizije na nepovučeni deo zajma iznosi 0,5% na godišnjem nivou. Stopa provizije na nepovučeni deo zajma će se obračunavati šezdeset (60) dana nakon datuma ovog ugovora.
- (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 svrhu 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 vođenje poslovanja Izvršnog subjekta;
- (e) preduzimati ili omogućiti preduzimanje svih dodatnih radnji kako bi se obezbedila adekvatna sredstva za završetak Projekta, uključujući državne doprinose, ukoliko bude potrebno;
- (f) 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 nad Izvršnim subjektom bude prenetu 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 JIP 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: Siniša Mali, s.r.  
Zvanje: Ministar finansija

**EVROPSKA BANKA  
ZA OBNOVU I RAZVOJ**

Potpisuje: \_\_\_\_\_

Ime: Matteo Colangeli, s.r.  
Zvanje: Direktor, regionalni šef za Zapadni Balkan

**PRILOG 1 – OPIS PROJEKTA**

1. Svrha Projekta je pomoć Zajmoprimcu u izgradnji osnovne infrastrukture za navodnjavanje u Opštinama 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 osnovne infrastrukture za navodnjavanje u opštinama Ruma i Sremska Mitrovica;
  - Deo B: angažovanje konsultanata odgovarajućih kvalifikacija za sprovođenje Nabavki i podršku u sprovođenju Projekta;
  - Deo C: angažovanje konsultanata odgovarajućih kvalifikacija da vrše nadzor nad građevinskim radovima na Projektu.
3. Očekuje se da Projekat bude završen do 31. decembra 2025. 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 imenovanju od strane Izvršnog subjekta nezavisnog inženjera za nadzor nad građevinskim radovima.

**Dodatak uz Prilog 2**

| <b>Kategorija</b>   | <b>Iznos Zajma<br/>u EUR</b> | <b>Procenat<br/>izdataka koji će biti<br/>finansirani</b> |
|---|------------------------------|---|
| (1) Deo (A): Građevinski radovi koji uključuju izgradnju osnovne infrastrukture za navodnjavanje u opštinama Ruma i Sremska Mitrovica | 14.050.000                   | 100%<br>(bez PDV-a i carinskih dažbina)                   |
| (2) Deo (B) i (C): Podrška u sprovođenju projekta, nabavkama i nadzoru nad radovima   | 800.000                      | 100%  |
| (3) Upisna provizija  | 150.000                      | 100%  |
| <b>Ukupan Zajam:</b>  | <b>15.000.000</b>            |   |

**Član 3.**

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