

# ZAKON

## O POTVRĐIVANJU OKVIRNOG UGOVORA O ZAJMU IZMEĐU BANKE ZA RAZVOJ SAVETA EVROPE I REPUBLIKE SRBIJE

### Član 1.

Potvrđuje se Okvirni ugovor o zajmu između Banke za razvoj Saveta Evrope i Republike Srbije, potpisani 15. oktobra 2010. godine u Beogradu.

### Član 2.

Tekst Okvирнog ugovora o zajmu između Banke za razvoj Saveta Evrope i Republike Srbije, u originalu na engleskom i u prevodu na srpski jezik glasi:

F/P 1711 (2010)

### FRAMEWORK LOAN AGREEMENT

*between*

**COUNCIL OF EUROPE DEVELOPMENT BANK**

*and*

**REPUBLIC OF SERBIA**

The **COUNCIL OF EUROPE DEVELOPMENT BANK**, International Organisation, Paris (hereinafter called the **CEB**), on the one hand,

and

The **REPUBLIC OF SERBIA** (hereinafter called the **Borrower**), on the other hand,

Having regard to the application submitted by the Member Government of Serbia dated 28 May 2010,

Having regard to the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe,

Having regard to CEB's Overall policy framework for loan and project financing (hereinafter, the **Loan Policy**), adopted by CEB Administrative Council's Resolution 1495 (2006), and subsequently amended by CEB Administrative Council's Resolution 1522 (2009),

Having regard to CEB's Loan Regulations (hereinafter, the **Loan Regulations**).

**HAVE AGREED UPON THE FOLLOWING:**

### Definitions

**“Allocation of a Tranche”** (hereinafter also “Allocation” or “Allocated”) means the commitment of a Tranche by the Borrower to the component parts of the Project (identified by means of a standard table appended to this Agreement) even if such Tranche has not yet been paid out for the Project.

**“Business Day”** means a day on which the TARGET System (Trans-European Automated Real-time Gross Settlement Express Transfer System) is operating.

**“Closing Date”** means the date from which, upon notification by the CEB to the Borrower, no further disbursements can be requested by the Borrower.

**“Environmental Law”** means EU law and the national laws and regulations of the Republic of Serbia, as well as applicable international treaties, of which a principal objective is the preservation, protection or improvement of the environment.

**“EURIBOR”** (Euro Interbank Offered Rate) is the rate at which euro interbank term deposits within the euro zone are offered by one prime bank to another prime bank. It is sponsored by the European Banking Federation, computed by Reuters and published every working day in Brussels at 11 a.m. on Reuters page EURIBOR01.

**“Final Beneficiary/ies”** is/are the individuals or legal entity/ies that benefit/s from the social effects of the Project.

**“Modified Following Business Day Convention”** means a convention whereby if a specified date would fall on a day which is not a Business Day, such date would be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date would be the first preceding day that is a Business Day.

**“Project Implementing Agency”** (*hereinafter called the PIA*) means the Project Manager who, by delegation of the Borrower, implements and manages the Project.

**“Project Implementing Unit”** (*hereinafter called the PIU*) means the Project Manager in charge of the day-to-day implementation, physical and financial management and follow-up of the Project.

**“Projected State of Progress of Works”** means the ratio of eligible expenditures, for all the component parts of the Project, to total eligible cost of the Project, where eligible expenditures include already-incurred expenditures as well as those that are expected to be incurred for a determined period of time not exceeding one year from the date of the monitoring report (as defined in Article 4.2.2. below).

**“State of Progress of Works”** means the ratio of already-incurred eligible expenditures, on all the component parts of the Project, to total eligible cost of the Project.

**“Tranche”** means an amount disbursed or to be disbursed from the loan.

## Article 1. Conditions

This loan is granted under the general conditions of the Loan Regulations and under the special conditions established by this framework loan agreement (hereinafter the **Agreement**), its Appendices and its side letters (hereinafter the **Side Letters**).

## Article 2. The Project

The CEB grants to the Borrower, who accepts, a loan (hereinafter **the Loan**) for the financing of F/P 1711 (2010) approved by CEB's Administrative Council on 11 June 2010 and concerning the partial financing of eligible investments (hereinafter **the sub-projects**) for the improvement and upgrading of science and education infrastructure and the provision of housing for young researchers in Serbia.

The Loan is granted by the CEB in consideration of the commitment that the Borrower is making to apply it solely to financing the project, as described in Appendix 1 (hereinafter the **Project**), and to carry out such Project under the conditions which are detailed in said Appendix.

Any change to the way the Loan is applied that has not received the CEB's approval may lead to the suspension, cancellation or early reimbursement of the Loan, under the terms of Articles 3.3, 3.5 and 3.6 of the Loan Regulations.

## Article 3. The Loan

### 3.1. Financial conditions

The amount of the Loan granted is:

**EUR 35 000 000  
Thirty five million euros**

It shall be disbursed in Tranches.

For each Tranche, the amount, the interest rate, the disbursement date, the repayment period and each party's accounts for remittance, shall be determined jointly by the Borrower and the CEB. The repayment period shall not be greater than twenty (20) years, including a five (5) years grace period.

A Side Letter which specifies these conditions shall be drawn up at the time of disbursement substantially in the form set out in Appendix 2.

### 3.2. Disbursement

The CEB shall disburse the Loan in a minimum of two Tranches. The amount of each Tranche shall be determined according to the State of Progress of Works and/or Projected State of Progress of Works.

The signature of the Side Letter for the first Tranche must occur within twelve (12) months following the entry into force of the present Agreement as defined under Article 15. The

signature of the Side Letter for the first Tranche will be conditional upon receipt by the CEB in form and substance deemed satisfactory to it of the following information or evidence:

- Evidence of the establishment and functioning of a PIU in accordance with Article 4.1.2. below;
- Identification of the priority Research & Development areas;
- Identification of the criteria for the selection of the research equipment under the Project; and
- Identification of the eligibility criteria for the housing beneficiaries under the Project.

The first Tranche shall not exceed 50% of the approved Loan amount.

Each subsequent Tranche can be disbursed only after the Borrower confirms in writing to the CEB, subject to compliance with article 4.2.2 below, that 90% of the previous Tranche has been Allocated. Subsequent Tranches shall be calculated on the basis of the State of Progress of Works and – if deemed appropriate – of the Projected State of Progress of Works.

### **3.3. Closing Date**

The Closing Date is set on 30 June 2014.

### **3.4. Payment details**

All the amounts due by the Borrower under this Agreement are payable in the currency of each Tranche to the account number communicated by the CEB to the Borrower at the time of disbursement.

The Borrower or the bank instructed by the Borrower, as the case may be, shall send a written payment notice to the CEB at least five (5) Business Days before payment of any amounts due under this Agreement.

Any payment under this Agreement shall be made on a Business Day subject to the Modified Following Business Day Convention.

## **Article 4. Monitoring the Loan and the Project**

### **4.1. Use of the Loan**

#### **4.1.1. Period**

The Tranches must be Allocated by the Borrower to the Project within twelve (12) months after each disbursement.

The amount not Allocated to the Project within such period must be repaid to the CEB, within thirty (30) days at the latest.

The proceeds of the Loan cannot be used for financing of taxes, customs and other duties.

The Borrower undertakes to bear the cost resulting from this repayment. This cost shall include that which the CEB will have to bear due to the reinvestment of the same amount on the date of repayment for the residual life of the original Loan, as well as any other related cost. The reinvestment rate shall be determined by the CEB on the basis of market conditions on the repayment date and for the period in question. The cost shall therefore be

calculated taking into account the difference between the original rate and the reinvestment rate.

Furthermore, if a Tranche disbursed by the CEB is not Allocated to the Project or is only partially Allocated to it within the period mentioned in the first paragraph above, this would constitute an event as listed in Article 3.3 (h) of Chapter 3 of the Loan Regulations and may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3, 3.5 and 3.6 of the Loan Regulations.

#### **4.1.2. Implementation of the Project**

The Borrower designates the Ministry of Science and Technological Development as the PIA.

The Borrower designates PIU Research and Development LLC as PIU under the authority of the Borrower and the PIA, established pursuant to the Government Decision 05 No: 02-5424/2010 ("Official Gazette of the Republic of Serbia", No. 51/10), and the Borrower undertakes to maintain the designated PIU for the duration of the Project, and to take all necessary actions for the PIU to be appropriately staffed and equipped to the satisfaction of the CEB.

The Borrower undertakes to provide for the financial resources necessary for the functioning of the PIU within the budget line of the PIA, for the duration of the Project. However, the responsibility to comply with all obligations under the Agreement remains with the Borrower.

##### **4.1.2.1. Duty of care**

The Borrower shall apply all care and diligence, and shall exercise all typically used means, in particular financial, technical, social, managerial and those concerning environmental protection, which shall be necessary for the proper implementation of the Project.

##### **4.1.2.2. Increased or revised cost of the Project**

Should the costs of the Project, as described in Appendix 1 attached hereto, increase or be revised for whatever reason, the Borrower shall ensure that the additional financial resources for the completion of the Project are available.

In any case, financing by the CEB shall not exceed 27% of the total cost of the Project, excluding interest and financial charges, such as defined in Appendix 1.

##### **4.1.2.3. CEB visibility**

The Borrower shall indicate to the Final Beneficiaries that the Project is partly financed by the CEB via appropriate means of communication including web-site, press release, brochures and/or the exhibit of billboards at relevant sub-project sites.

In any case, information given to the media, official notices, reports, brochures, billboards or publications shall display in an appropriate way the CEB logo.

##### **4.1.2.4. Further undertakings**

The Borrower shall undertake that:

- The implementation of the Project complies with the relevant rules on fraud, corruption and money laundering;

- The implementation of the Project does not lead to a violation of the European Convention on Human Rights and of the European Social Charter;
- All rights of way or use related to land and real estate property and all permits necessary for the implementation and operation of the Project are obtained and remain in force;
- To the extent not otherwise covered by Serbian law, all works and property forming part of the Project are permanently insured in accordance with standard industry practice;
- Maintenance (direct or indirect), repair, overhaul and renewal of all equipment and real estate property forming part of the Project is carried out as required to keep it in good working order; in this respect, the Borrower shall inform CEB in due course of all the arrangements made to this end;
- The implementation and operation of the Project complies with CEB's Environmental Management Principles included in the Loan Policy. In particular, the Borrower shall ensure that:
  - (i) The implementation and operation of the sub-projects complies with Environmental Law;
  - (ii) All environmental consents and planning permissions, as and when necessary for the realisation of the sub-projects, are duly obtained;
  - (iii) All sub-projects comply with any prescription given by and condition attached to each such consent or permission;
  - (iv) Implementation of all sub-projects is carried out in line with the recommendations of any required Environmental Impact Assessments (EIAs) and the final permits from the relevant environmental authorities.

Failure to comply with the above provisions would represent an event as laid down in Article 3.3. (h) of Chapter 3 of the Loan Regulations and, following a notification from CEB, may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Article 3.3, 3.5 and 3.6 of the Loan Regulations.

#### **4.1.3. Procurement**

Procurement of works, goods and services to be financed under the Project will be carried out in accordance with the European Investment Bank's (hereinafter the *EIB*) *Guide to Procurement* in force at the date of this Agreement. The CEB will not issue any "non-objection" to the procurement arrangements proposed by the Borrower, but it will reserve the right to review at any time the procurement procedures and documentation, on a sample basis, to verify their conformity with the applicable *EIB Guide to Procurement*.

Should CEB conclude that the procurement of works, goods and services to be financed under the Project was not carried out in conformity with the applicable *EIB Guide to Procurement*, it is the policy of the CEB to cancel that portion of the Loan allocated to the works, goods and services which have been misprocured. This would constitute an event as listed in Article 3.3.-g of Chapter 3 of the Loan Regulations which may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3., 3.5 and 3.6 of the Loan Regulations.

The Borrower, through the Ministry of Science and Technological Development, should promptly inform the CEB of any delay, or other changes in the scheduling of the procurement process, which could significantly affect the timely and successful implementation of the project contracts, and agree with the CEB on corrective measures.

In any case the responsibility for the implementation of the Project, and therefore the responsibility for the award and administration of contracts under the Project, remains with the Borrower. Should the Borrower not be directly responsible for the award and administration of contracts under the Project, the Borrower shall nevertheless ensure, through any appropriate means, that procurement for the Project complies with the applicable *EIB Guide to Procurement*.

#### **4.2. Information requirements**

##### **4.2.1. Information concerning the Project**

The Borrower shall keep accounting records concerning the Project, which shall be in conformity with international standards, showing, at any point, the Project's state of progress, and which shall record all operations made and identify the assets and services financed with the help of the Loan.

The Borrower undertakes to respond within a reasonable period to any request for information from the CEB and to provide it with any documentation that the CEB should consider necessary and may reasonably request, for the proper implementation of the Agreement, particularly as concerns the monitoring of the Project and the use of the Loan.

The Borrower shall inform the CEB immediately of any legislative or regulatory change in the economic sector relevant to the Project, and, in a general sense, of any event which may have a material adverse impact on the execution of its obligations under the Agreement. Any event that may have a material adverse impact on the execution of the Borrower's obligations under the Agreement would constitute an event as listed in Article 3.3-h of Chapter 3 of the Loan Regulations and may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3, 3.5 and 3.6 of the Loan Regulations.

##### **4.2.2. Monitoring reports**

At least once a year, from disbursement of the Loan until completion of the entire Project, the Borrower shall send to the CEB a monitoring report. The Borrower shall also send a monitoring report prior to any disbursement with the exception of the first Tranche. These reports must be deemed satisfactory by the CEB before any disbursements may be made.

Appendix 3 provides the template specifying the minimum information required by the CEB for monitoring reports. Alternative formats containing the same information may also be used.

In any case, monitoring reports shall address:

- the state of Allocation of the disbursed Loan Tranches;
- the progress of the Project's financing and procurement plans;
- the progress of the Project itself, in terms of physical advancement and expenditures incurred;
- Project management details; and
- Technical indicators (as specified in Appendix 4)

#### **4.2.3. Project completion report**

Upon physical completion of the entire Project, the Borrower shall present a final report containing an appraisal of the Project's economic, financial, social and environmental effects. This report must be deemed satisfactory by the CEB.

#### **4.2.4. Monitoring missions**

The Borrower undertakes to favourably receive any monitoring missions carried out by employees of the CEB or outside consultants hired by the CEB, and to provide all the necessary co-operation for their monitoring missions, by facilitating any possible visits to the site of the Project. In particular, the CEB may have an on-site audit of the Project's accounting carried out by one or more consultants of its choice, at the Borrower's expense, in the case of default by the Borrower in respect of any of its obligations under the Loan.

### **Article 5. Discharge of the Borrower's obligations**

After payment of the full amount of the principal of the Loan and all interest and other expenses resulting therefrom, in particular those amounts under Articles 6 and 7 below, the Borrower shall be fully released from its obligations towards the CEB, with the exception of those set out in Articles 4.2.1 and 4.2.4. above for the purposes of a possible ex-post evaluation of the Project.

### **Article 6. Interest for delay**

For disbursements in EURO, and notwithstanding any other recourse available to the CEB under the Agreement and the Loan Regulations or otherwise, if the Borrower does not pay all interest or any other amount payable under the Agreement, at the latest on the due date specified, the Borrower must pay additional interest on the amount due and not fully paid, at the one-month EURIBOR rate as of the due date at 11 a.m. (local time in Brussels), plus 2.5% per annum, as of the due date of this amount until the date of actual payment.

The applicable one-month EURIBOR rate shall be updated every 30 days.

### **Article 7. Associated costs**

All duties and taxes of all kinds, due and paid, and all expenses resulting either from the conclusion, execution, liquidation, cancellation or suspension of this Agreement, in all or in part, or from the guarantee or the Loan, together with all judicial or extra-judicial acts having this Loan as their origin, shall be borne by the Borrower.

However, the provisions of Article 4.7 of Chapter 4 of the Loan Regulations shall apply regarding the costs of the arbitration procedure mentioned in said Chapter 4.

### **Article 8. Pari passu and negative pledge**

The Borrower declares that no other commitment has been made or will be made in the future which might give a third party a preferential rank, a preferential right of payment, a

collateral or guarantee of any nature whatsoever which might confer enhanced rights upon third parties (hereinafter a **Security**).

If such a Security were nevertheless granted to a third party, the Borrower agrees to form or supply an identical Security in favour of the CEB or, where it is hindered in doing so, an equivalent Security, and to stipulate the formation of such a Security in favour of the CEB.

Failure to comply with these provisions would represent an event as laid down in Article 3.3 (h) of Chapter 3 of the Loan Regulations and may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3, 3.5 and 3.6 of the Loan Regulations.

#### **Article 9. Representations and warranties**

The Borrower represents and warrants:

- that its competent bodies have authorized it to enter into the Agreement and have given the signatory(ies) the authorization therefor, in accordance with the laws, decrees, regulations, articles of association and other texts applicable to it;
- that the drawing up and execution of the Agreement does not contravene the laws, decrees, regulations, articles of association, and other texts applicable to it and that all the permits, licences, and authorizations necessary therefor have been obtained and shall remain valid for the entire Loan period.

Any change in relation to the above representations and warranties must, for the entire Loan period, be notified to the CEB immediately, and any supporting documents provided.

#### **Article 10. Relations with third parties**

The Borrower may not raise any fact relating, within the scope of the use of the Loan, to its relations with third parties in order to avoid fulfilling, either totally or partially, the obligations resulting from the Agreement.

The CEB may not be involved in disputes which might arise between the Borrower and third parties and the costs, whatever their nature, incurred by the CEB due to any claims, and in particular all legal or court costs, shall be at the expense of the Borrower.

#### **Article 11. Interpretation of the Agreement**

The Borrower states that it has received a copy of the Loan Regulations, and has taken note thereof.

Where there is a contradiction between any provision whatsoever of the Loan Regulations and any provision whatsoever of the Agreement, the provision of the Agreement shall prevail.

The headings of the paragraphs, sections, and chapters of the Agreement shall not be used for its interpretation.

In no case shall it be presumed that the CEB has tacitly waived any right granted to it by the Agreement.

### **Article 12. Applicable law**

The Agreement, its Appendices and the Side Letters relating thereto shall be governed by the rules of the CEB as specified in the provisions of Article 1, paragraph 3, of the Third Protocol (dated 6 March 1959) to the General Agreement on Privileges and Immunities of the Council of Europe (dated 2 September 1949) and, secondarily, if necessary, by French law.

Disputes between the parties to the Agreement shall be subject to arbitration under the conditions laid down in Chapter 4 of the Loan Regulations.

### **Article 13. Execution of an arbitration award**

The contracting parties agree not to take advantage of any privilege, immunity or legislation before any jurisdictional or other authority, whether domestic or international, in order to object to the enforcement of an award handed down under the conditions laid down in Chapter 4 of the Loan Regulations.

### **Article 14. Notices**

Any notice or other communication to be given or made under this Agreement to CEB or the Borrower shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand, airmail or facsimile by one party to the other at such party's address specified below.

**For the Borrower:** **Ministry of Finance of the Republic of Serbia**

20 Kneza Milosa Street  
11000 Belgrade, Serbia  
Attention: the Minister of Finance and/or the Assistant Minister  
Fax: (00 381) 11 3618 961 or 3642 632

**For the CEB:** **Council of Europe Development Bank**

55, Avenue Kléber  
75116 Paris, France  
Attention: Directorate General for Loans  
Fax: (00 33 1) 47 55 37 52

All communications to be given or made shall be in English or French or, if in another language, shall be accompanied by an English or French certified translation thereof, when so required by the CEB.

### **Article 15. Entry into force**

The Agreement shall enter into force upon ratification by the Parliament of the Republic of Serbia and upon written confirmation to that effect received by CEB from the Borrower.

Upon entry into force of the Agreement, and as a condition precedent to enter into the Side Letter for the first Tranche, the Borrower shall deliver a legal opinion in the English language satisfactory to CEB covering the issues of capacity, power and authority of the Borrower and confirming that the Agreement is valid, binding and enforceable in accordance with its terms.

#### **Article 16. Originals of Agreement**

The Agreement is drawn up in two (2) originals, each of which is equally valid.

One original is kept by each of the contracting parties.

For the **Republic of Serbia**

Diana DRAGUTINOVIĆ, s.r.  
Minister of Finance

Božidar Đelić, s.r.  
Deputy Prime Minister for EU Integration  
Minister of Science and Technological  
Development

For the **Council of Europe Development Bank**

Raphael Alomar, s.r.  
The Governor

## LIST OF APPENDICES

**APPENDIX 1** PROJECT DESCRIPTION

**APPENDIX 2** SIDE LETTER (TEMPLATES):

- Appendix 2a: *Side Letter for a fixed rate loan in Euro*
- Appendix 2b: *Side Letter for a floating rate loan in Euro*

**APPENDIX 3** MONITORING REPORTS (TEMPLATES)

- *Table 1a: Equipment costs*
- *Table 1b: Housing costs*
- *Table 2: Loan utilisation*
- *Table 3: Financing sources*
- *Table 4: Procurement Plan*

**APPENDIX 4** TECHNICAL INDICATORS

## Appendix 1

### Project Description

I.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">F/P :</td><td>1711 (2010)</td></tr> <tr> <td>Borrower:</td><td>The Republic of Serbia (through the Ministry of Finance)</td></tr> <tr> <td>Approval by the Administrative Council:</td><td>11 June 2010</td></tr> <tr> <td>Amount approved:</td><td>EUR 35 000 000</td></tr> </table>	F/P :	1711 (2010)	Borrower:	The Republic of Serbia (through the Ministry of Finance)	Approval by the Administrative Council:	11 June 2010	Amount approved:	EUR 35 000 000																											
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This latter condition (prohibiting sale of the properties for five years following purchase) will be recorded when the sale deeds are registered in the official property registers.</li> <li>– The purchase of the rented dwellings under the scheme will be limited to a maximum of one dwelling per household, which must be the sole residence of the purchaser and/or the other members of the household.</li> </ul> </td></tr> </table>	Intervention area(s):	<p>The Project will encompass the following sectors of action of the CEB:</p> <ul style="list-style-type: none"> <li>– Education and vocational training.</li> <li>– Housing for low-income persons.</li> </ul>	Planned works:	<p>The project's scope includes several activities grouped under the following Project components:</p> <ul style="list-style-type: none"> <li>– <u>Component 1 (research equipment)</u>: purchasing of research equipment for public research units and laboratories.</li> <li>– <u>Component 2 (rental housing for young researchers)</u>: building non-commercial housing for rent for researchers with the goal of improving living conditions particularly for young researchers (some 130 new dwellings will be constructed in Belgrade).</li> </ul>	Location:	Throughout Serbia	Estimated total cost of the Project:	At least EUR 130 000 000 (without VAT)	Indicative cost breakdown:	<p>The indicative cost breakdown of the above two components is as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 25%;">In EUR</th> <th style="width: 25%;">Component 1</th> <th style="width: 25%;">Component 2</th> <th style="width: 25%;">Total</th> </tr> </thead> <tbody> <tr> <td>Total budget</td> <td>50 000 000</td> <td>80 000 000</td> <td>130 000 000</td> </tr> </tbody> </table>	In EUR	Component 1	Component 2	Total	Total budget	50 000 000	80 000 000	130 000 000	Indicative financing plan:	<p>Indicative financing plan for the Project:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <tbody> <tr> <td style="width: 33%;">CEB loan</td> <td style="width: 33%;">35 000 000</td> <td style="width: 33%;">27%</td> </tr> <tr> <td>EIB loan</td> <td>95 000 000</td> <td>73%</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>130 000 000</b></td> <td><b>100%</b></td> </tr> </tbody> </table>	CEB loan	35 000 000	27%	EIB loan	95 000 000	73%	<b>TOTAL</b>	<b>130 000 000</b>	<b>100%</b>	Progress of works at the time of Loan application:	0%	Schedule of works:	2010-2013. 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III.	<b>Criteria of eligibility:</b> The Borrower will comply with the eligibility criteria set out in the Administrative Council's Resolution 1522 (2009). The Project is eligible under the following sectors of action of the CEB: – Education and vocational training. – Housing for low-income persons.
IV.	<b>Technical indicators:</b> A list of technical indicators which shall serve as a basis for the evaluation during Project implementation is presented in Appendix 4.
V.	<b>Social and environmental aspects:</b> Bearing in mind that moving towards innovation-based sustainable growth lies at the heart of the EU's response to globalisation, this Project strengthens Serbia's capacity to meet challenges such as energy security, climate change, environmental degradation, exclusion of vulnerable groups, ageing population and disabilities, global health threats, and demographic developments.

## Appendix 2a

### SIDE LETTER FOR A FIXED RATE LOAN IN EURO (TEMPLATE)

F/P 1711 (2010) – [number] Tranche

#### COUNCIL OF EUROPE DEVELOPMENT BANK

#### *SIDE LETTER*

To the Framework Loan Agreement dated [date]

between

The **COUNCIL OF EUROPE DEVELOPMENT BANK**  
(hereinafter called "CEB")

and

The **REPUBLIC OF SERBIA**  
(hereinafter called the "Borrower")

The present *Side Letter* and the Framework Loan Agreement determine the terms and conditions agreed upon for the [number] Tranche in reference to article [number] of the said Framework Loan Agreement.

Loan Amount	<b>EUR [amount]</b>
Maturity	[number] -year final maturity with a [number] year grace period
Fixed Interest Rate	<b>[number percent] [net] per annum</b>
Interest Payment	Semi-annually/Annually in arrears
Day-Count-Fraction	30/360 unadjusted, Modified Following Business Day Convention
Business Day	As defined in the Framework Loan Agreement
Disbursement Date	[date]
Payment Instructions (Borrower)	Account number [number] of [name of Bank and city]. SWIFT CODE: [cipher] via [name correspondent bank and city] SWIFT CODE: [cipher]
Payment Instructions (CEB)	As per Art. 3.4 of Framework Loan Agreement

Payments for interest and principal will be made in accordance with the attached Schedule of Repayments. Whereas interest will be paid for the first time on [date], principal will be repaid for the first time on [date].

All payments shall be made to CEB's account according to the Payment Instructions (CEB) described above.

These provisions are subject to the agreement "Modified Following Business Day Convention", the definition of which is to be found in the Framework Loan Agreement, signed between CEB and the Borrower on [date].

The present Side Letter shall enter into force upon signature by the Borrower and CEB.

[City, date]  
For the **Council of Europe  
Development Bank**

[City, date]  
For the **Republic of Serbia**

## Appendix 2b

### SIDE LETTER FOR A FLOATING RATE LOAN IN EURO (TEMPLATE)

F/P 1711 (2010) – [number] Tranche

#### COUNCIL OF EUROPE DEVELOPMENT BANK

#### **SIDE LETTER**

To the Framework Loan Agreement dated [date]

between

The **COUNCIL OF EUROPE DEVELOPMENT BANK**  
(hereinafter called "CEB")

and

The **REPUBLIC OF SERBIA**  
(hereinafter called the "Borrower")

The present *Side Letter* and the Framework Loan Agreement determine the terms and conditions agreed upon for the [number] Tranche in reference to article [number] of the said Framework Loan Agreement.

Loan Amount	EUR [amount]
Maturity	[number] -year final maturity with a [number] years grace period
EURIBOR	As defined in the Framework Loan Agreement
Floating Interest Rate	<b>EURIBOR 3 or 6 months plus or less [number] basis points per annum</b> (Telerate [reference] or Reuters [reference])
Interest Payment	Quarterly/Semi-annually in arrears
Day-Count-Fraction	Actual/360, Modified Following Business Day Convention
Business Day	As defined in the Framework Loan Agreement
Disbursement Date	[date]
Payment Instructions (Borrower)	Account number [number] of [name of Bank and city]. SWIFT CODE: [cipher] via [name correspondent bank and city] SWIFT CODE: [cipher]
Payment Instructions (CEB)	As per Art. 3.4 of Framework Loan Agreement

The interest rate will be calculated for each [number] month period, starting from the date of the disbursement date. The interest will be fixed two working days prior to each new interest period. CEB will inform the Borrower about the interest payable every [number] months. The interest payment will take place on [day, month]<sup>1</sup> every year, and for the first time on [date].  
**[list the repayment dates and the principal amount due for each date]}**

All payments shall be made to the CEB's account according to the Payment Instructions (CEB) described above.

These provisions are subject to the agreement "Modified Following Business Day Convention", the definition of which is to be found in the Framework Loan Agreement, signed between CEB and the Borrower on [date].

The present Side Letter shall enter into force upon signature by the Borrower and CEB.

[City, date]  
For the **Council of Europe  
Development Bank**

[City, date]  
For the **Republic of Serbia**

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<sup>1</sup> mention 4 dates for quarterly payments and 2 dates for semi-annual payments





TABLE 2 - LOAN UTILISATION

**COUNTRY:** SERBIA  
**PROJECT:** F/P 1711 (2010) First phase of the Serbian R&D Infrastructure Investment  
**LOAN AUTHORISED:** EUR 35 000 000  
**RATE OF FINANCING BY THE BANK:** 27%

Date: .....

**TABLE 3 – FINANCING SOURCES**

COUNTRY: SERBIA

PROJECT: F/P 1711 (2010) First phase of the Serbian R&D Infrastructure Investment

in EUR (net of VAT)

Date: .....

FINANCING SOURCES	EQUIPMENT					
	FUNDING RECEIVED		FUNDING TO BE RECEIVED		TOTAL FUNDING	% Received per financing sources
YEAR1*	YEAR2*	TOTAL	Upon to Completion	Expected to be received in the current year	% participation per financers	
1	2	3=1+2	4	5	6=3+4	7=3/6
CEB Contribution						
BIB Contribution						
<b>TOTAL</b>						

\* Please replace the column title with the referenced year and add columns during the project implementation to indicate annually incurred expenditure.

FINANCING SOURCES	RENTAL HOUSING					
	FUNDING RECEIVED		FUNDING TO BE RECEIVED		TOTAL FUNDING	% Received per financing sources
YEAR1*	YEAR2*	TOTAL	Upon to	Expected to be	% participation per financers	
1	2	3=1+2	4	5	6=3+4	7=3/6
CEB Contribution						
BIB Contribution						
<b>TOTAL</b>						

\* Please replace the title of the column with the referenced year and add columns during the project implementation to indicate annually incurred expenditure.

TABLE 4 - PROCUREMENT PLAN FOR YEAR (*)								
COUNTRY: SERBIA PROJECT: FIP 1711 (2010) - First phase of the Serbian R&D Infrastructure Investment Initiative								
Date : ...								
<b>(1) Civil Works</b>								
Ref. No.	Contract Description	Estimated Cost in local currency	Estimated Cost EURO	Number of Lots	Procurement Method	Domestic Preference (yes/no) %	Review by the Bank PRIOR/POST	Expected Launching Date
<b>(2) Goods</b>								
Ref. No.	Contract Description	Estimated Cost in national currency	Estimated Cost EURO	Number of Lots	Procurement Method	Domestic Preference (yes/no) %	Review by the Bank PRIOR/POST	Expected Launching Date
<b>(3) Services</b>								
Ref. No.	Description of Assignment	Estimated Cost in national currency	Estimated Cost EURO	Number of Lots	Selection Method	Domestic Preference (yes/no) %	Review by the Bank PRIOR/POST	Expected Launching Date

NB: the Review by the Bank column will be filled in by CEB  
NB: the Domestic Preference column must be filled in only in the case of ICB Procurement Method. In the case of other Procurement Methods, please insert "N/A".

(\*) Procurement Plan to be provided annually; any further changes to the original Procurement Plan should be clearly notified.

**Appendix 4**

**TECHNICAL INDICATORS**

**COUNTRY: SERBIA**

**PROJECT: F/P 1711 (2010) First phase of the Serbian R&D Infrastructure Investment**

Research Equipment	(1) Planned	(2) Output
Number of applications for each round		
Number of Projects approved		
Average amount of applications		

Rental Housing for Young Researchers	(1) Planned	(2) Output
Number of Beneficiaries		
Number of rental dwellings		
Total built area		
Average area per dwelling (sqm)		
Average area per person (sqm)		
Average income of researchers		
Average age of researchers		

R&D Development	(1) Current	(1) Target	(2) Outcome
Number of joint projects with the industry sector			
Number of research publication in internationally recognized research journals			
Amount of research fund mobilized (grants or others) in €			
Measuring the reduction of brain drain (indicators to be agreed with the Borrower)			
% GDP for Science, not counting infrastructure investment			

(1) Information to be provided before the first disbursement

(2) Information to be provided upon completion of the Project

**OKVIRNI UGOVOR O ZAJMU**

**zaključen između**

**BANKE ZA RAZVOJ SAVETA EVROPE**

i

**REPUBLIKE SRBIJE**

BANKA ZA RAZVOJ SAVETA EVROPE, međunarodna organizacija, Pariz (u daljem tekstu: BSE), s jedne strane

i

Republika Srbija (u daljem tekstu: Zajmoprimac) koju predstavlja Ministarstvo finansija, s druge strane

- S obzirom na zahtev koji je podnela Vlada Republike Srbije, na dan 28. maja 2010. godine,
- S obzirom na Treći protokol Opšteg sporazuma o povlasticama i imunitetima Saveta Evrope,
- Imajući u vidu BSE okvirnu politiku za zajmove i projektno finansiranje (u daljem tekstu: Politika za zajmove), usvojenu od strane Administrativnog saveta BSE, Rezolucijom 1495 (2006), a kasnije dopunjena Rezolucijom 1522 (2009) Administrativnog saveta,
- Imajući u vidu BSE propise za zajmove (u daljem tekstu: Propisi za zajmove)

**DOGOVORILI SU SE O SLEDEĆEM:**

**DEFINICIJE**

„Alokacija tranše“ (u daljem tekstu: alokacija ili alociran) podrazumeva korišćenje tranše od strane Zajmoprimca za sastavne delove Projekta (određene standardnom tabelom u prilogu ovog sporazuma), čak i ukoliko određena tranša još uvek nije isplaćena za Projekat.

„Radni dan“ je dan u kome TARGET sistem posluje (Trans-evropski automatizovani sistem za bruto poravnjanje u realnom vremenu).

„Krajnji rok“ je datum posle kog, nakon obaveštenja BSE Zajmoprimcu, ne mogu biti zahtevana dalja povlačenja sredstava od strane Zajmoprimca.

„Pravo o zaštiti životne sredine“ je pravo EU kao i zakoni i propisi Republike Srbije, kao i relevantni međunarodni sporazumi, čiji je osnovni cilj očuvanje, zaštita i unapređenje životne sredine.

„EURIBOR“ (referentna međubankarska stopa za evro) je stopa po kojoj se, unutar evro zone, međubankarski evropski depoziti, u evrima nude od strane jedne banke drugoj. Ova stopa je pod pokroviteljstvom Evropske bankarske federacije, izračunava se od strane Rojtersa, i objavljuje se svakog radnog dana u Briselu u 11 časova na stranici Rojtersa EURIBOR 01.

„Krajnji korisnik/ci“ su fizička ili pravna lica koja imaju koristi od socijalnih efekata Projekta.

„Konvencija o modifikovanom narednom Radnom danu“ jeste konvencija po kojoj ukoliko određeni datum pada na dan koji nije Radni dan, taj dan će biti prvi sledeći dan koji je Radni dan, osim ako taj dan pada u narednom kalendarskom mesecu, u tom slučaju taj dan će biti prvi Radni dan koji prethodi određenom datumu.

„Institucija za implementaciju Projekta“ (u daljem tekstu: IIP) je institucija koju određuje Zajmoprimec, a koja upravlja i sprovodi Projekat.

„Jedinica za upravljanje projektom“ (u daljem tekstu: JUP) je jedinica koja je nadležna za redovno operativno sprovođenje, finansijsko upravljanje i praćenje Projekta.

„Projektovano stanje napretka radova“ je odnos planiranih rashoda, za sve sastavne delove Projekta i planiranih troškova Projekta, gde planirani troškovi uključuju već nastale troškove, kao i one za koje se očekuje da će nastati za određeni vremenski period ne duži od jedne godine od datuma monitoring izveštaja (kao što je definisano u članu 4.2.2. ispod).

„Stanje napretka radova“ je odnos nastalih rashoda za sve sastavne delove Projekta i ukupnih kvalifikovanih troškova Projekta.

„Tranša“ predstavlja iznos povučenih sredstava ili iznos sredstava koja će biti povučena iz zajma.

### **Član 1. Opšti uslovi**

Ovaj zajam se odobrava u skladu sa opštim uslovima važećih Propisa za zajmove BSE i u skladu sa posebnim uslovima utvrđenim ovim okvirnim ugovorom o zajmu (u daljem tekstu: Ugovor) i njegovim dodacima i pratećim pismima (u daljem tekstu: Prateća pisma).

### **Član 2. Projekat**

BSE odobrava Zajmoprimecu, koji ga prihvata, zajam (u daljem tekstu: Zajam) za delimično finansiranje F/P 1711 (2010) koji je Administrativni savet BSE odobrio 11. juna 2010. godine, a tiče se delimičnog finansiranja kvalifikovanih investicija (u daljem tekstu: podprojekti) za unapređenje naučne i obrazovne infrastrukture i obezbeđenje smeštaja za mlade istraživače u Srbiji.

BSE odobrava ovaj zajam s obzirom na preuzetu obavezu Zajmoprimeca da ga koristi isključivo namenski za finansiranje projekta opisanog u Prilogu 1 (u daljem tekstu: Projekat), i da Projekat realizuje pod uslovima preciziranim u pomenutom prilogu.

Svaka izmena načina na koji se zajam koristi, koja nije odobrena od strane BSE, može dovesti do suspenzije, poništenja ili prevremene otplate zajma pod uslovima iz članova 3.3, 3.5 i 3.6 Propisa za zajmove.

### Član 3. Zajam

#### 3.1. Finansijski uslovi

Iznos odobrenog zajma je:

EUR 35.000.000

Trideset pet miliona evra

Zajam se povlači u tranšama.

Za svaku tranšu Zajmoprimac i BSE zajedno utvrđuju iznos, kamatu stopu, datum povlačenja, rok vraćanja i račune ugovornih strana na koje se vrši doznačavanje. Rok vraćanja ne može biti duži od 20 godina uključujući i pet godina počeka.

Prateće pismo uz Ugovor kojim se bliže određuju uslovi za svaku pojedinačnu tranšu sačinjava se u vreme isplate i to suštinski u formi dатoj u Prilogu 2.

#### 3.2. Isplata

BSE će isplatiti zajam u najmanje dve tranše i za svaku tranšu biće određen datum u skladu sa stanjem napretka radova i/ili projektovanim stanjem napretka radova.

Prateće pismo za prvu tranšu mora biti potpisano u roku od dvanaest (12) meseci nakon stupanja na snagu ovog ugovora kako je definisano članom 15. Potpisivanje Pratećeg pisma za prvu tranšu uslovljeno je prijemom od strane BSE u formi i sadržini koju smatraju prihvatljivom, sledećih informacija ili dokaza:

- Dokaz o osnivanju i radu JUP u skladu sa članom 4.1.2. ispod;
- Određivanje prioritetnih oblasti Istraživanja i razvoja;
- Određivanje kriterijuma za izbor istraživačke opreme u okviru Projekta;
- Određivanje kriterijuma za odabir korisnika smeštaja u okviru Projekta.

Prva tranša ne može biti veća od 50% odobrenog iznosa Zajma.

Svaka sledeća tranša može biti povučena nakon što Zajmoprimac pismeno potvrdi BSE, u skladu sa primenom dole navedenog člana 4.2.2, da je 90% prethodne tranše alocirano. Naredne tranše biće određene na osnovu Stanja napretka radova, i ukoliko se smatra odgovarajućim Projektovanog stanja napretka radova.

#### 3.3. Krajnji Rok

Kao krajnji rok određen je 30. jun 2014. godine.

#### 3.4. Detalji plaćanja

Sva potraživanja od strane Zajmoprimeca u skladu sa ovim ugovorom isplaćuju se u valuti svake tranše na račun čiji broj BSE saopštava Zajmoprimecu u vreme povlačenja.

Zajmoprimac ili banka na koju Zajmoprimac uputi, u zavisnosti od slučaja, će poslati pismeno obaveštenje o isplati BSE najkasnije pet (5) radnih dana pre plaćanja bilo kog potraživanja po ovom Ugovoru.

Sva plaćanja na osnovu ovog ugovora vršiće se na Radni dan, u skladu sa Konvencijom o modifikovanom narednom Radnom danu.

## **Član 4. Praćenje zajma i Projekta**

### **4.1. Korišćenje zajma**

#### **4.1.1. Rok**

Svaka tranša mora biti alocirana od strane Zajmoprimca za finansiranje Projekta u roku od 12 meseci od dana njenog povlačenja.

Sredstva iz zajma koja nisu alocirana u navedenom roku za finansiranje Projekta moraju biti vraćena BSE najkasnije u roku od trideset (30) dana.

Sredstva iz zajma ne mogu se koristiti za finansiranje poreza, carine i drugih dažbina.

Zajmoprimac se obavezuje da će snositi troškove koji proizilaze iz ove napred pomenute otplate. Ovaj trošak obuhvata troškove koje će BSE morati da snosi usled reinvestiranja istog iznosa na dan otplate za preostali rok otplate originalnog Zajma, kao i sve druge povezane troškove. Stopu reinvestiranja utvrđuje BSE na osnovu tržišnih uslova otplate na dan i za period na koji se odnosi. Troškovi će stoga biti obračunati uzimajući u obzir razliku između originalne stope i stope reinvestiranja.

Ukoliko tranše odobrene od strane BSE nisu alocirane za finansiranje Projekta ili su samo delimično alocirane u roku navedenom u prvom stavu ovog člana, to bi predstavljalo događaj koji je naveden u članu 3.3 (h) Propisa za zajmove i može dovesti do suspenzije, poništenja ili prevremene otplate zajma pod uslovima iz člana 3.3, 3.5 i 3.6 Propisa za zajmove.

#### **4.1.2. Implementacija Projekta**

Zajmoprimac određuje Ministarstvo za nauku i tehnološki razvoj kao instituciju koja će realizovati Projekat (IIP).

Zajmoprimac određuje JUP Istraživanje i razvoj d.o.o. Projektom kao JUP, pod nadležnosti Zajmoprimca i IIP osnovanog u skladu sa Odlukom Vlade 05 Broj: 02-5424/2010 („Službeni glasnik RS”, broj 51/10) i Zajmoprimac se obavezuje da će JUP funkcionisati za sve vreme trajanja Projekta i da će preduzeti sve neophodne mere kako bi JUP posedovao adekvatno osoblje i bio adekvatno opremljen na zadovoljstvo BSE.

Zajmoprimac se obavezuje da će obezrediti finansijska sredstva za funkcionisanje JUP u okviru budžetskog razdela IIP za vreme trajanja projekta. Međutim, Zajmoprimac je odgovoran za izvršavanje svih obaveza iz Ugovora.

##### **4.1.2.1. Obaveza zaštite**

Zajmoprimac će postupati sa dužnom pažnjom i koristiće se svim uobičajenim sredstvima, posebno finansijskim, tehničkim, društvenim, organizacionim i onim koji se tiču zaštite životne sredine, koji će biti neophodni za uredno sprovodenje projekta.

##### **4.1.2.2. Povećanje ili revidiranje troškova Projekta**

Ukoliko se troškovi Projekta, kao što je opisano u Prilogu 1, povećaju ili se revidiraju iz bilo kog razloga, Zajmoprimac će osigurati da se obezbede dodatna finansijska sredstva potrebna za završetak Projekta.

U svakom slučaju finansiranje od strane BSE ne može iznositi više od 27% od ukupne vrednosti Projekta, bez kamate i finansijskih troškova, kao što je definisano Prilogom 1.

#### 4.1.2.3. Vidljivost BSE

Zajmoprimac će Krajnjim korisnicima ukazati da je Projekat delimično finansiran od strane BSE putem odgovarajućih sredstava komunikacije, uključujući internet stranice, saopštenja za štampu, brošure i/ili postavljanja bilborda na mestima izvođenja radova za odgovarajuće podprojekte.

Informacije koje se distribuiraju medijima, u obliku zvaničnih obaveštenja, izveštaja, brošura, bilborda i publikacija sadržaće na odgovarajući način prikazan BSE logotip.

#### 4.1.2.4. Ostale odredbe

Zajmoprimac preuzima obaveze da:

- implementacija Projekta mora biti u skladu sa svim relevantnim pravilima za sprečavanje prevare, korupcije i pranja novca;
- implementacija Projekta neće voditi kršenju Evropske konvencije o ljudskim pravima i Evropske socijalne povelje;
- se sva prava u vezi sa službenostima i korišćenjem zemljišta i nepokretnosti, kao i sve dozvole potrebne za implementaciju i funkcionisanje projekta pribave i ostanu na snazi;
- se u meri u kojoj nije drugačije uređeno zakonima Republike Srbije, svi radovi i imovina koji čine deo Projekta trajno osiguraju u skladu sa standardnom industrijskom praksom;
- održava (direktno ili indirektno), popravlja, remontuje i obnavlja svu opremu i nepokretnu imovinu koja čini deo Projekta prema potrebi kako bi oprema ostala u dobrom radnom stanju. S tim u vezi, Zajmoprimac će obavestiti BSE u dogledno vreme o svim aranžmanima u tom cilju;
- implementacija i funkcionisanje Projekta mora biti u skladu sa BSE principima upravljanja životnom sredinom koji su uključeni u Politiku za zajmove. Konkretno, Zajmoprimac će obezrediti da:
  - (i) sprovođenje i rad podprojekata budu u skladu sa Pravom o zaštiti životne sredine;
  - (ii) su dobijene sve saglasnosti vezane za zaštitu životne sredine i dozvole za planiranje, kako i kada je potrebno za realizaciju podprojekata;
  - (iii) svi podprojekti poštuju sve uslove i pravila koji proizilaze iz takvih saglasnosti odnosno dozvola;
  - (iv) se implementacija svih podprojekata vrši u skladu sa preporukama koje proizilaze iz procena uticaja na životnu sredinu i konačnih odobrenja nadležnih organa za zaštitu životne sredine.

Nepoštovanje gore navedenih odredbi bi predstavljalo događaj, koji je naveden u članu 3.3 (h) poglavље 3 Propisa za zajmove i može dovesti do suspenzije, poništenja ili ranog povraćaja kredita pod uslovima iz člana 3.3, 3.5 i 3.6 Propisa za zajmove.

#### 4.1.3. Nabavka

Nabavke radova, roba i usluga koji se finansiraju u okviru Projekta će se vršiti u skladu sa Vodičem za nabavke Evropske investicione banke (u daljem tekstu EIB) koji je na snazi na dan potpisivanja ovog ugovora. BSE neće davati primedbe na pojedine nabavke koje su predložene od strane Zajmoprimeca, ali će zadržati pravo da pregleda u svakom trenutku

procedure javne nabavke i dokumentaciju, po principu slučajnog uzorka, kako bi proverila da je sve u skladu sa važećim EIB Vodičem za nabavke.

Ukoliko BSE zaključi da nabavke radova, roba i usluga koji će se finansirati u okviru Projekta nisu sprovedene u skladu sa važećim EIB Vodičem za nabavke, politika BSE je da otkaže taj deo zajma koji je opredeljen za nabavku radova, roba i usluga za koja nije pravilno sproveden postupak javne nabavke. Takav slučaj predstavlja događaj, koji je naveden u članu 3.3 (h) poglavje 3 Propisa za zajmove i može dovesti do suspenzije, poništenja ili prevremene otplate zajma pod uslovima iz člana 3.3, 3.5 i 3.6 Propisa za zajmove.

Zajmoprimec, posredstvom Ministarstva za nauku i tehnološki razvoj, ima obavezu da odmah obavesti BSE ukoliko dođe do odlaganja ili bilo kakve druge promene u planiranim rokovima za proces nabavke, koja značajno može uticati na blagovremenu i uspešnu implementaciju Projektnih ugovora i dogovoriti se sa BSE o korektivnim merama.

U svakom slučaju, odgovornost za implementaciju Projekta, a samim tim i odgovornost za dodelu i sprovođenje ugovora u okviru Projekta preuzima Zajmoprimec. Ukoliko Zajmoprimec nije direktno odgovoran za dodelu i sprovođenje ugovora u okviru Projekta, Zajmoprimec će obezbediti uz pomoć raspoloživih sredstava, da se nabavke za Projekat sprovode u skladu sa važećim pravilima EIB Vodiča za nabavke.

## 4.2. Izveštaji Zajmoprimeca

### 4.2.1. Izveštaji o napredovanju Projekta

Zajmoprimec će voditi računovodstvenu evidenciju u vezi sa Projektom u skladu sa međunarodnim standardima koja u bilo kom trenutku pokazuje stanje i napredak na Projektu, i koji opisuje sve operacije koje su preduzete i identificuje sredstva i usluge koji se finansiraju iz sredstava Zajma.

Zajmoprimec se obavezuje da odgovori u razumnom roku na sve zahteve za informacije od strane BSE i da joj pruži svu dokumentaciju koju BSE smatra neophodnom i smatra da je razumno zahtevati je zbog pravilne primene Ugovora, posebno u pogledu praćenja Projekta i korišćenja Zajma.

Zajmoprimec će odmah obavestiti BSE u slučaju bilo kakvih zakonodavnih ili regulatornih promena u ekonomskom sektoru koje su relevantne za Projekat, i u opštem smislu, o bilo kom događaju koji može imati bilo kakav materijalno štetan uticaj na izvršavanje njegovih obaveza iz ovog Ugovora. Bilo koji događaj koji može imati materijalno štetan uticaj na izvršenje obaveze Zajmoprimeca iz Ugovora predstavlja događaj, koji je naveden u članu 3.3 (h) poglavje 3 Propisa za zajmove i može dovesti do suspenzije, poništenja ili prevremene otplate zajma pod uslovima iz člana 3.3, 3.5 i 3.6 Propisa za zajmove.

### 4.2.2. Monitoring izveštaja

Najmanje jednom godišnje, od trenutka povlačenja Zajma pa do okončanja celog Projekta, zajmoprimec će dostavljati BSE monitoring izveštaje. Zajmoprimec ima obavezu da pošalje monitoring izveštaje pre bilo kog povlačenja Zajma, sa izuzetkom prve tranše. Ovi izveštaji se moraju prihvati kao zadovoljavajući od strane BSE pre bilo kog povlačenja.

Prilog 3 sadrži obrazac sa minimalnim informacijama koje su zahtevane od strane BSE za monitoring izveštaje. Alternativni formati ovog šablonu se mogu koristiti ukoliko sadrže iste informacije.

Monitoring izveštaji odnose se na:

- stanje alokacije povučenih tranši zajma;

- napredak u finansiranju Projekta i planova nabavke;
- napredak samog Projekta, u smislu fizičkog napredovanja radova i rashoda koji su nastali;
- detalje upravljanja Projektom; i
- tehničke indikatore (kao što je navedeno u Prilogu 4).

#### 4.2.3. Izveštaj o završetku Projekta

Po završetku celokupnog Projekta, Zajmoprimac će predstaviti konačni izveštaj koji će sadržati ocene ekonomskih, finansijskih, socijalnih i ekoloških efekata Projekta. Ovaj izveštaj mora se smatrati zadovoljavajućim od strane BSE.

#### 4.2.4. Posmatračka misija

Zajmoprimac se obavezuje da pruži podršku posmatračkim misijama od strane zaposlenih BSE ili spoljnih konsultanata koje BSE bude angažovao, kao i da će obezbediti svu neophodnu saradnju za posmatračku misiju, tako što će omogućiti sve potrebne posete mestima na kojima se sprovodi Projekat. Konkretno, BSE može izvršiti reviziju na Projektu koju će uraditi jedan ili više konsultanata koje je BSE angažovao, o trošku Zajmoprimca, u slučaju neispunjena bilo koje obaveze Zajmoprimca u vezi sa Zajmom.

### **Član 5. Gašenje obaveza Zajmoprimca**

Nakon otplate celog iznosa glavnice zajma, svih kamata i ostalih troškova koji iz toga proizilaze, a posebno onih iznosa navedenih u članovima 6. i 7., Zajmoprimac će biti u potpunosti oslobođen svojih obaveza prema BSE, sa izuzetkom onih koje su navedene u članovima 4.2.1. i 4.2.4. za potrebe eventualne naknadne evaluacije Projekta.

### **Član 6. Zatezna kamata**

Za povlačenja sredstava u evrima, i bez obzira na bilo koja druga sredstva koja su na raspolaganju BSE po Ugovoru i po Propisima za zajmove, u slučaju da Zajmoprimac ne plati sve kamate ili sve druge iznose platne po Ugovoru, najkasnije do određenog datuma dospeća, Zajmoprimac će morati da plati dodatnu kamatu na dospele iznose koji nisu u potpunosti plaćeni, po jednomesečnoj EURIBOR stopi na datum dospeća u 11 sati (po lokalnom vremenu u Briselu), plus 2,5% godišnje, od datuma dospeća ovog iznosa do izvršene uplate.

Promenljiva jednomesečna EURIBOR stopa ažuriraće se svakih 30 dana.

### **Član 7. Povezani troškovi**

Sve dažbine i takse bilo koje vrste, dospele i plaćene, kao i svi troškovi proistekli iz zaključenja, izvršenja, likvidacije, otkazivanja ili obustave Ugovora, u celosti ili delom, ili iz garancije ili Zajma, zajedno sa svim sudskim ili vansudskim aktima koji nastanu u vezi sa Zajmom, snosiće Zajmoprimac.

Međutim, odredbe člana 4.7 u poglavlju 4 Propisa za zajmove BSE, primenjivaće se u vezi troškova arbitražnog postupka navedenog u pomenutom poglavlju 4.

### **Član 8. Pari passu i negativna zaloga**

Zajmoprimac izjavljuje da nema drugih obaveza koje postoje ili mogu nastati u budućnosti koje bi mogle dati trećim licima povlašćeni položaj, pravo prečeg plaćanja, sredstvo

obezbeđenja ili garanciju bilo koje vrste koje bi mogle povećati pravo trećih lica (u daljem tekstu: sredstvo obezbeđenja).

Ukoliko je takvo sredstvo obezbeđenja ipak dato nekom trećem licu, Zajmoprimec je saglasan da ustanovi ili pribavi identično sredstvo obezbeđenja u korist BSE ili ukoliko je sprečen u tome, da obezbedi ekvivalentno sredstvo obezbeđenja, kao i da ustanovi takvo sredstvo obezbeđenja u korist BSE.

Nepoštovanje ovih odredbi bi predstavljalo događaj, koji je naveden u članu 3.3 (h) poglavije 3 Propisa za zajmove i može dovesti do suspenzije, poništenja ili prevremene otplate zajma pod uslovima iz člana 3.3, 3.5 i 3.6 Propisa za zajmove.

### **Član 9. Izjave i garancije**

Zajmoprimec izjavljuje i garantuje:

- da su nadležni organi odobrili zaključivanje Ugovora, i da su za to potpisnicima dali ovlašćenje u skladu sa zakonima, uredbama, propisima, statutima i drugim relevantnim aktima;
- da sačinjavanje i zaključivanje Ugovora nije u suprotnosti sa zakonima, uredbama, propisima, statutima i drugim relevantnim aktima i da su pribavljena sva za to potrebna odobrenja, dozvole i ovlašćenja koja će važiti tokom celog perioda Zajma.

Sve eventualne promene u odnosu na gore pomenute izjave i garancije moraju tokom celog perioda zajma biti odmah saopštene BSE, uz obezbeđivanje svih eventualnih dokumenata kojima se to potkrepljuje.

### **Član 10. Odnos sa trećim stranama**

Zajmoprimec ne može da se pozove ni na jednu činjenicu vezanu, u odnosu i u vezi sa okvirom korišćenja Zajma, za odnose sa trećim licima da bi izbegao ispunjavanje, potpuno ili delimično, obaveza proisteklih iz Ugovora.

BSE ne može da bude uključena u sporove koji bi se javili između Zajmoprimeca i trećih strana, i troškovi bilo koje prirode koje bi BSE imala usled bilo kakvih prigovora, a posebno svi troškovi pravnih saveta ili sudski troškovi, ići će na teret Zajmoprimeca.

### **Član 11. Tumačenje Ugovora**

Zajmoprimec izjavljuje da je upoznat sa Propisima za zajmove BSE i da je primio primerak navedenih propisa.

U slučaju neslaganja između bilo kojih odredbi Propisa za zajmove BSE i bilo kojih odredbi Ugovora, važeće će biti odredbe Ugovora.

Naslovi članova, stavova i poglavila Ugovora neće se koristiti za njegovo tumačenje.

Ni u kom slučaju se neće prepostaviti da se BSE prečutno odrekla bilo kojih svojih prava koja ima po Ugovoru.

### **Član 12. Merodavno pravo**

Ugovor i njegovi Prilozi i Propratna pisma regulišu se pravilima BSE kako je navedeno u odredbama člana 1. stav 3. Trećeg protokola, od 6. marta 1959. godine, uz Opšti sporazum

o privilegijama i imunitetima Saveta Evrope, od 2. septembra 1949. Godine, i supsidijarno, po potrebi, francuskim pravom.

Sporovi između ugovornih strana podležu arbitraži pod uslovima koji su predviđeni u Poglavlju 4. Propisa za zajmove BSE.

### **Član 13. Izvršenje arbitražne odluke**

Ugovorne strane se slažu da neće zloupotrebiti bilo kakve privilegije, imunitete ili zakonodavstvo pred bilo kojim sudskim ili drugim vlastima, domaćim ili međunarodnim, da bi osporili izvršenje odluke donete pod uslovima predviđenim u članu 4. Propisa za zajmove BSE.

### **Član 14. Obaveštenja**

Sva obaveštenja ili druga saopštenja koja se po Ugovoru daju BSE ili Zajmoprimecu biće sačinjena u pisanoj formi i smatraće se da su valjano data ili učinjena kada ih jedna strana uruči drugoj strani lično, avionskom poštom ili faksom na adresu odgovarajuće strane koja je navedena u daljem tekstu.

Za Zajmoprimeca: **Ministarstvo finansija Republike Srbije**  
Kneza Miloša 20  
11000 Beograd, Srbija  
N/r ministra finansija i/ili pomoćnika ministra  
Faks: (00 381) 11 3618 961 ili 3642 632

Za BSE: **Council of Europe Development Bank**  
55, Avenue Kléber  
75116 Paris  
Attention: The General Director for Loans  
Fax: 33 1 47 55 37 52

Sva saopštenja koja se daju ili sačinjavaju biće na engleskom ili francuskom jeziku, ili ako su na nekom drugom jeziku biće praćena overenim engleskim ili francuskim prevodom, ukoliko to zatraži BSE.

### **Član 15. Stupanje na snagu**

Ugovor stupa na snagu kada ga ratifikuje Narodna skupština Republike Srbije i pošto BSE primi od Zajmoprimeca obaveštenje o tome u pisanoj formi.

Po stupanju ovog Ugovora na snagu, kao uslov koji prethodi zaključivanju Propratnog pisma za prvu tranšu, Zajmoprimec će dostaviti pravno mišljenje na engleskom jeziku koje zadovoljava BSE i koje pokriva pitanja pravne sposobnosti, važnosti i ovlašćenja Zajmoprimeca i potvrđuje da je Ugovor važeći, obavezujući i izvršiv, u skladu sa svojim uslovima.

### **Član 16. Originali Ugovora**

Ugovor je sačinjen u dva (2) originalna primerka jednakе važnosti.

Svaka od ugovornih strana zadržava po jedan originalan primerak.

Beograd, 15. oktobra 2010. godine

**Za Republiku Srbiju**

Diana DRAGUTINOVIĆ s.r.  
ministar finansija

Božidar Đelić s.r.  
potpredsednik Vlade za evropske integracije  
ministar za nauku i tehnološki razvoj

**Za Banku za razvoj Saveta Evrope**

Raphael Alomar s.r.  
guverner

**SPISAK PRILOGA**

**PRILOG 1** OPIS PROJEKTA

**PRILOG 2** PROPRATNO PISMO (OBRASCI):

- Prilog 2a: Propratno pismo za zajam u evrima sa fiksnom kamatnom stopom
- Prilog 2b: Propratno pismo za zajam u evrima sa varijabilnom kamatnom stopom

**PRILOG 3** IZVEŠTAJI O PRAĆENJU (OBRASCI)

- Tabela 1a: Troškovi za opremu
- Tabela 1b: Troškovi za smeštaj
- Tabela 2: Korišćenje kredita
- Tabela 3: Izvori finansiranja
- Tabela 4: Plan nabavke

**PRILOG 4** TEHNIČKI POKAZATELJI

**Prilog 1**

**Opis projekta**

I.	F/P :	1711 (2010)									
	Zajmoprimec:	Republika Srbija preko Ministarstva finansija									
	Datum odobrenja:	11. jun 2010.									
	Odobreni iznos:	EUR 35 000 000									
II.	<b>Oblast intervenisanja:</b>	Projekat će obuhvatiti sledeće oblasti delovanja BSE: – Obrazovanje i stručna obuka – Smeštaj za lica sa niskim primanjima									
	<b>Planirani radovi:</b>	Obim projekta uključuje više aktivnosti grupisanih u okviru sledećih projektnih komponenti: – <u>Komponenta 1 (istraživačka oprema):</u> kupovina istraživačke opreme za potrebe javnih istraživačkih ustanova i laboratorija – <u>Komponenta 2 (iznajmljivanje smeštaja za mlade istraživače):</u> izgradnja nekomercijalnih smeštajnih kapaciteta radi iznajmljivanja mladim istraživačima sa ciljem unapređenja njihovih životnih uslova (biće izgrađeno oko 130 novih stambenih objekata u Beogradu).									
	<b>Lokacija:</b>	Širom Srbije									
	<b>Procenjeni ukupni troškovi projekta:</b>	najmanje EUR 130.000.000 (bez PDV)									
	<b>Indikativni raspored troškova:</b>	Indikativni raspored troškova za obe pomenute komponente je sledeći: <table border="1"><thead><tr><th>u EUR</th><th>Komponenta 1</th><th>Komponenta 2</th><th>Ukupno</th></tr></thead><tbody><tr><td>Ukupan budžet</td><td>50 000 000</td><td>80 000 000</td><td>130 000 000</td></tr></tbody></table>	u EUR	Komponenta 1	Komponenta 2	Ukupno	Ukupan budžet	50 000 000	80 000 000	130 000 000	
u EUR	Komponenta 1	Komponenta 2	Ukupno								
Ukupan budžet	50 000 000	80 000 000	130 000 000								
	<b>Indikativni finansijski plan:</b>	Indikativni finansijski plan za projekat: <table border="1"><tbody><tr><td>BSE zajam</td><td>35 000 000</td><td>27%</td></tr><tr><td>EIB zajam</td><td>95 000 000</td><td>73%</td></tr><tr><td><b>UKUPNO</b></td><td><b>130 000 000</b></td><td><b>100%</b></td></tr></tbody></table>	BSE zajam	35 000 000	27%	EIB zajam	95 000 000	73%	<b>UKUPNO</b>	<b>130 000 000</b>	<b>100%</b>
BSE zajam	35 000 000	27%									
EIB zajam	95 000 000	73%									
<b>UKUPNO</b>	<b>130 000 000</b>	<b>100%</b>									
	<b>Napredovanje radova u trenutku podnošenja zahteva:</b>	0%									
	<b>Plan realizacije:</b>	2010-2013. Kao tačan datum završetka projekta postavljen je 30. jun 2014.									
	<b>Posebni uslovi:</b>	<ul style="list-style-type: none"><li>– Stambene jedinice će se iznajmljivati po pristupačnim cenama za mlade istraživače. Nakon najmanje pet godina stanovanja, biće omogućena kupovina stanova. Pored toga, kupcima će biti zabranjeno da prodaju stan pet godina nakon kupovine, čime se dobija najmanji period stanovanja od 10 godina. Ovaj drugi uslov (zabранa prodaje stana pet godina od kupovine) će biti evidentiran i registrovan u zvaničnim registrima imovine, prilikom izvršenja kupovine.</li><li>– Kupovina iznajmljenih stanova po ovoj šemi će biti ograničena na najviše jedan stan po domaćinstvu, koja mora biti jedina nekretnina kupca i/ili drugih članova domaćinstva.</li></ul>									

III.	<b>Kriterijum za kvalifikaciju:</b>	Zajmoprimec će poštovati kriterijume za kvalifikaciju navedene u Rezoluciji Administrativnog saveta 1522 (2009). Projekat je prihvatljiv po sledećim sektorima aktivnosti BSE: – Obrazovanje i stručna obuka – Smeštaj za lica sa niskim primanjima
IV.	<b>Tehnički indikatori:</b>	Spisak tehničkih indikatora koji će služiti kao osnova za ocenjivanje tokom implementacije projekta dat je u okviru Priloga 4.
V.	<b>Društveni efekti i efekti po životnu sredinu:</b>	Imajući u vidu da se kretanje ka održivom razvoju zasnovanom na inovacijama nalazi u osnovi odgovora EU na procese globalizacije, ovaj projekat ojačava kapacitete Srbije da se suoči sa izazovima kao što su energetska bezbednost, klimatske promene, degradacija životne sredine, isključenost ugroženih grupa, starenje stanovništva i smetnje u razvoju, globalne opasnosti po zdravlje, i demografska kretanja.

**Prilog 2a**

**PROPRATNO PISMO ZA ZAJAM U EVRIMA SA FIKSnom KAMATNOM STOPOM  
(OBRAZAC)**

F/P 1711 (2010) – [broj] Tranše

**BANKA ZA RAZVOJ SAVETA EVROPE**

**PRATEĆE PISMO**

Uz Okvirni ugovor o zajmu od [ datum ]

Zaključen između

BANKE ZA RAZVOJ SAVETA EVROPE (u daljem tekstu „BSE”)

i

Republike Srbije (u daljem tekstu „Zajmoprimac”)

Ovim Pratećim pismom i Okvirnim ugovorom o zajmu određuju se rokovi i uslovi dogovoreni za [broj] tranšu u skladu sa članom [broj] pomenutog Okvirnog ugovora o zajmu.

Iznos zajma	<b>[ valuta i iznos ]</b>
Dospeće	[ broj ] - godina konačnog dospeća sa [ broj ] godina grejs-perioda
Fiksna kamatna stopa	[ broj procenat ] [ neto ] na godišnjem nivou
Plaćanje kamate	Polugodišnje / godišnje prema dospeću
Računanje dana	30/360, Konvencija o modifikovanom narednom radnom danu
Radni dan	kako je određen Okvirnim ugovorom o zajmu
Datum povlačenja tranše	[ datum ]
Uputstva za plaćanje (Zajmoprimac)	Račun broj [ broj ] [ naziv banke i grad ] SWIFT CODE: [ šifra ] preko [ naziv korespondentske banke i grad ] SWIFT CODE : [ šifra ]
Uputstvo za plaćanje (BSE)	Kao u članu 3.4. Okvirnog ugovora o zajmu

Plaćanje kamate i glavnice se vrši u skladu sa priloženim Planom otplate zajma.  
Kamata se prvi put plaća [ datum ], a glavnica se prvi put otplaćuje dana [ datum ].

Sva plaćanja se vrše na račun BSE u skladu sa gore opisanim Uputstvom za  
plaćanje (BSE).

Ove odredbe podležu dogovoru „Konvencija o modifikovanom narednom radnom  
danu” čija je definicija data u Okvirnom ugovoru o zajmu, koji su BSE i Zajmoprimac  
potpisali dana [ datum ].

Propratno pismo stupa na snagu kada ga potpišu Zajmoprimac i BSE

[ Grad, datum ]  
Za Banku za razvoj Saveta  
Evrope

[ Grad, datum ]  
Za Republiku Srbiju

**Prilog 2b**

**PROPRATNO PISMO ZA ZAJAM U EVRIMA SA VARIJABILNOM KAMATNOM STOPOM  
(OBRAZAC)**

F/P 1711 (2010) – [broj] Tranše

**BANKA ZA RAZVOJ SAVETA EVROPE**

**PRATEĆE PISMO**

Uz Okvirni ugovor o zajmu od [ datum ]

Zaključen između

BANKE ZA RAZVOJ SAVETA EVROPE (u daljem tekstu „BSE”)

i

Republike Srbije (u daljem tekstu „Zajmoprimac”)

Ovim Pratećim pismom i Okvirnim ugovorom o zajmu određuju se rokovi i uslovi dogovoreni za [ broj ] tranšu u skladu sa članom [broj] pomenutog Okvirnog ugovora o zajmu.

Iznos zajma	[ valuta i iznos ]
Dospeće	[ broj ] - godina konačnog dospeća sa [ broj ] godina grejs-perioda
EURIBOR	Kako je određeno u Okvirnom ugovoru o zajmu
Varijabilna kamatna stopa	<b>EURIBOR tromesečni ili šestomesecni plus ili minus [ broj ] baznih poena [ neto ] na godišnjem nivou</b> (Telerate [ referencia ] ili Rojters [ referencia ]) [ ]
Plaćanje kamate	Kvartalno / polugodišnje prema dospeću
Računanje dana	stvarni / 360, Konvencija o modifikovanom narednom radnom danu
Radni dan	Kako je određeno u Okvirnom ugovoru o zajmu
Datum povlačenja tranše	[ datum ]
Uputstva za plaćanje (Zajmoprimac)	Račun broj [ broj ] [naziv banke i grad] SWIFT CODE: [ šifra ] preko [ naziv korespondentske banke i grad ] SWIFT CODE: [ šifra ]

Uputstvo za plaćanje (BSE) Kao u članu 3.4. Okvirnog ugovora o zajmu

Kamatna stopa će se obračunavati za svaki [ broj ] mesečni period, počevši od dana povlačenja zajma. Kamata će biti fiksirana dva radna dana pre početka svakog novog kamatnog perioda. BSE će obavestiti Zajmoprimca o plativoj kamati svaka [ broj ] meseca. Kamata će se plaćati [ dan, mesec ]<sup>1</sup> svake godine, a prvi put [ datum ]. [ navedite datume otplate i iznos glavnice za svaki datum ]

Sva plaćanja se vrše na račun BSE u skladu sa gore opisanim Uputstvom za plaćanje (BSE).

Ove odredbe podležu dogovoru „Konvencija o modifikovanom narednom radnom danu“ čija je definicija data u Okvirnom ugovoru o zajmu, koji su BSE i Zajmoprimac potpisali dana [ datum ].

Propratno pismo stupa na snagu kada ga potpišu Zajmoprimac i BSE.

[ Grad, datum ]  
Za Banku za razvoj  
Saveta Evrope

[ Grad, datum ]  
Za Zajmoprimca

<sup>1</sup> navesti 4 datuma za kvartalno plaćanje i 2 datuma za polugodišnje plaćanje





## **ТАБЕЛА 2 – КОРИШЋЕЊЕ ЗАЈМА**

ЗЕМЉА: СРБИЈА

ПРОЈЕКАТ:Ф/П 1711 (2010) Прва фаза срског улагања у инфраструктуру за истраживање и развој

EUR

СТОЛА ФИНАНСИВАНТ АД СТРАНЕ ЕАНИЕ: 278

**СИОДА ФИНАНСИРАЊА ОД СТРАНЕ БАНКЕ: 27%**

27%

Датум: .....

**ТАБЕЛА 3 – ИЗВОРИ ФИНАНСИРАЊА**

**ПРИЛОГ 3**

ЗЕМЉА: СРБИЈА

ПРОЈЕКАТ:ФЛ 1711 (2010) Прва фаза срског улагања у инфраструктуру за истраживање и развој  
у локалној валути (нето ПДВ)

Датум: .....

.....

ИЗВОРИ ФИНАНСИРАЊА	ОПРЕМА					
	ПРИМЉЕНА СРЕДСТВА		СРЕДСТВА КОЈА ЉЕ ТЕК БИТИ ПРИМЉЕНА		УКУПНО ФИНАНСИР АЊЕ	% ПРИМЉЕНИХ СРЕДСТВА ПРЕМА ИЗВОРУ ФИНАНСИРАЊА
ГОДИНА 1*	ГОДИНА 2*	УКУПНО	До завршетка очекивана у текућој години			
1	2	3=1+2	4	5	6=3+4	7=3/6
<b>БСЕ ДОПРИНОС</b>						
<b>ЕИБ ДОПРИНОС</b>						
<b>УКУПНО</b>						

\* Молимо Вас да замените наслов колоне са референтном годином и додате колоне током имплементације пројекта како би указали на годишње трошкове.

ИЗВОРИ ФИНАНСИРАЊА	ИЗНАЈМИВАЊЕ СТАНОВА					
	ПРИМЉЕНА СРЕДСТВА		СРЕДСТВА КОЈА ЉЕ ТЕК БИТИ ПРИМЉЕНА		УКУПНО ФИНАНСИР АЊЕ	% ПРИМЉЕНИХ СРЕДСТВА ПРЕМА ИЗВОРУ ФИНАНСИРАЊА
ГОДИНА 1*	ГОДИНА 2*	УКУПНО	До завршетка очекивана у текућој години			
1	2	3=1+2	4	5	6=3+4	7=3/6
<b>БСЕ ДОПРИНОС</b>						
<b>ЕИБ ДОПРИНОС</b>						
<b>УКУПНО</b>						

\* Молимо Вас да замените наслов колоне са референтном годином и додате колоне током имплементације пројекта како би указали на годишње трошкове.

ЗЕМЉА:СРБИЈА

ПРОЈЕКАТ: Ф/П 1711 (2010)Прва фаза српског улагања у инфраструктуру за истраживање и развој

ТАБЕЛА 4-ПЛАН НАБАВКИ ЗА ГОДИНУ (т)

(1) *Лудски радоеви*

Датум : .....

1	2	3	4	5	6	7	8	9
Референ тни број	Опис уговора	Процењени трошкови у локалној валути	Број пакета	Метод набавке	Предност домаћег (да/не) %	Ревидирано од стрane банке ПРЕПОСЛЕ	Очекивани датум почетка	

(2) *Добра*

1	2	3	4	5	6	7	8	9
Референ тни број	Опис уговора	Процењени трошкови у локалној валути	Број пакета	Метод набавке	Предност домаћег (да/не) %	Ревидирано од стрane банке ПРЕПОСЛЕ	Очекивани датум почетка	

(3) *Услуге*

1	2	3	4	5	6	7	8	9
Референ тни број	Опис задатка	Процењени трошкови у локалној валути	Број пакета	Метод набавке	Предност домаћег (да/не) %	Ревидирано од стрane банке ПРЕПОСЛЕ	Очекивани датум почетка	

Напомена: Колона ревидирано од стране Банке бити попул ћена о д

Напомена: Колона предност домаћег кора бити попул ћена само у случају М/Н метода набавке унесите 'Није примениље'.

PRILOG 4

TEHNIČKI INDIKATORI

Zemlja: Srbija

Projekat: F/P 1711 (2010) Prva faza investicija u naučnu i tehnološku infrastrukturu Republike Srbije

	(1)	(2)
Oprema za istraživanje	Planirano	Realizovano
Broj podnetih prijava po pozivima		
Broj odobrenih projekata		
Prosečan broj prijava		

	(1)	(2)
Stanovi za iznajmljivanje za mlade naučnike	Planirano	Realizovano
Broj korisnika		
Broj stambenih jedinica za iznajmljivanje		
Ukupno izgrađena površina		
Prosečna površina po stambenoj jedinici ( $m^2$ )		
Prosečna površina po osobi ( $m^2$ )		
Prosečan prihod naučnika		
Prosečna životna dob naučnika		

	(1)	(1)	(2)
Unapređenje istraživanja i razvoja	Trenutno	Planirano	Realizovano
Broj zajedničkih projekata sa privrednim sektorom			
Broj objavljenih istraživačkih radova u međunarodno priznatim istraživačkim časopisima			
Iznos sredstava iskorišćenih za istraživanje (donacije i drugo)			
Procena smanjenja odliva visoko obrazovanih stručnjaka (kriterijumi će biti naknadno utvrđeni sa Zajmoprimecem)			
Procenat BDP koji se izdvaja za nauku, ne uključujući investicije u infrastrukturu			

(1) Informacije koje se dostavljaju pre povlačenja prve tranše.

(2) Informacije koje se dostavljaju po završetku Projekta.

**Član 3.**

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