

# **ЗАКОН**

## **О ПОТВРЂИВАЊУ ОКВИРНОГ УГОВОРА О ЗАЈМУ Ф/П 1739 ИЗМЕЂУ БАНКЕ ЗА РАЗВОЈ САВЕТА ЕВРОПЕ И РЕПУБЛИКЕ СРБИЈЕ**

### **Члан 1.**

Потврђује се Оквирни уговор о зајму Ф/П 1739 између Банке за развој Савета Европе и Републике Србије, закључен 4. новембра 2011. године у Паризу, у оригиналу на енглеском језику.

### **Члан 2.**

Текст Оквирног уговора о зајму Ф/П 1739 између Банке за развој Савета Европе и Републике Србије, у оригиналу на енглеском језику и у преводу на српски језик гласи:

F/P 1739 (2011)

## **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 18 May 2011 (hereinafter, the **Loan Application**),
- Having regard to the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe,
- Having regard to CEB 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 Resolutions 1522 (2009) and 1530 (2010),
- Having regard to CEB Environmental Policy adopted by CEB Administrative Council Resolution 1530 (2010) (hereinafter, the **Environmental Policy**),
- Having regard to CEB Procurement Guidelines adopted by CEB Administrative Council on 21 September 2000 and subsequently amended on 27 October 2004 (hereinafter, the **Procurement Guidelines**),
- Having regard to CEB Loan Regulations adopted by CEB Administrative Council Resolution 1495 (2006) and subsequently amended by CEB Administrative Council's Resolution 1530 (2010) (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 2 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 (hereinafter, the **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, the Loan for the financing of F/P 1739 (2011) approved by CEB's Administrative Council on 11 June 2011 and concerning the partial financing of eligible investment projects (hereinafter, the **Sub-projects**) for the improvement and upgrading of science and education infrastructure and the provision of housing for rent for young researchers in Serbia.

The Project represents the Second Phase of the Research and Development Infrastructure Investment Initiative (the "R&D Initiative"), the First Phase having been approved by CEB in June 2010 under the reference F/P 1711 (2010) (hereinafter, the **First Phase**).

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 this Agreement and its Appendices.

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 70 000 000**  
**Seventy 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 up to five (5) years of grace.

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 (2) 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 (i) must occur within twelve (12) months following the entry into force of the present Agreement as defined under Article 15; and (ii) will be conditional upon receipt by the CEB in form and substance deemed satisfactory to it of the relevant monitoring information about the progress of the First Phase.

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 2015.

### **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 the 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 Education and Science as the PIA, or any legal successor of the Ministry that will be in charge for Science and Technological Development.

The Borrower designates "PIU Research and Development LLC" as PIU under the authority of the Borrower and the PIA pursuant to the Government Decision 05 No: 02-5424/2010 ("Official Gazette of the Republic of Serbia", No. 51/10). 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.

In any event, 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 40% 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:

- It will comply with the eligibility criteria set out in the Loan Policy and with the specific conditions detailed in Appendix 1;
- The implementation of the Project complies with the relevant rules on fraud, corruption and money laundering, as further detailed below under Articles 4.1.4 to 4.1.6.;
- 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;
- Environmental undertakings:
  - (i) For Sub-projects partially financed with the European Investment Bank (hereinafter, the **EIB**), the Borrower, through the PIU, shall ensure that all EIB environmental undertakings set forth in the EIB Finance Contract are complied with.
  - (ii) For Sub-projects financed solely by the CEB, the Borrower, through the PIU, shall ensure that CEB's Environmental Policy is complied with.

In particular, the PIU will ensure that:

- Sub-projects requiring an Environmental Impact Assessment (EIA) will be submitted to the CEB for approval prior to the allocation of the CEB funds to these Sub-projects;
- the implementation and operation of the Sub-projects complies with the Environmental Law;
- the implementation and operation of the Sub-projects is carried out in line with the recommendations of any required EIAs and the

conditions attached to the final permits from the competent environmental authorities;

- the conceptual design of relevant Sub-projects sets targets on indicators in terms of energy consumption as well as monitoring instruments to compare energy performance of new and existing buildings and facilities.

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**

For the procurement of works, goods and services concerning Sub-projects partially financed by the EIB, the *Guide to Procurement* of the EIB will apply and the CEB will rely on EIB's review of procurement.

Procurement of works, goods and services for projects financed solely by the CEB shall be carried out, in accordance with CEB Procurement Guidelines, as follows:

- Contracts below European Union (EU) thresholds<sup>1</sup> shall be procured in accordance with public procurement legislation in force in the Republic of Serbia.
- Contracts equal or above the EU thresholds shall be procured through international (open or restricted) procedures (requiring publication in the Official Journal of the EU ("OJEU")).

The Borrower, through the PIU, shall submit to CEB for approval, as indicated under Article 3.2, a Procurement Plan setting forth:

- contracts for supplies, works, and/or services required to carry out the Project during the initial period of at least eighteen (18) months;
- estimated cost of each contract;
- proposed procurement methods for each contract;
- estimated launching date of each tender.

After receiving the Procurement Plan, CEB will inform the Borrower, through the PIU, on the related Bank review procedures for each contract envisaged under the Procurement Plan.

The Borrower shall update the Procurement Plan annually or as needed throughout the duration of the Project and submit any relevant update to CEB for approval. The Borrower shall implement the Procurement Plan in the manner in which it has been approved by CEB.

The Borrower, through the PIU, shall promptly inform the CEB of any delay, cancellation or contestation and other changes in the scheduling of the procurement

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<sup>1</sup> Thresholds set out in article 7 of European Parliament and Council Directive 2004/18/EC and article 16 of European Parliament and Council Directive 2004/17/EC, as modified from time to time.



process which could significantly affect the timely and successful implementation of the Project and agree with the CEB on corrective measures.

CEB will not finance expenditures for goods, works and services which have not been procured in accordance with the above provisions. In such cases, CEB reserves the right to declare the corresponding contract ineligible for financing with the proceeds of the Loan. In addition, if at any time CEB determines that procurement under this Project is not compliant with the above provisions, it reserves the right to apply provisions of Articles 3.3, 3.5 and 3.6 of the Loan Regulations, which may give rise to the suspension, cancellation or early reimbursement of the Loan.

#### **4.1.4. Integrity Commitment**

The Borrower warrants that it has not committed, and no person to its present knowledge has committed, and undertakes that it will not commit, and no person, with its consent or prior knowledge, will commit, in connection with the procurement process under the Project or the execution of any contract under the Project, as described in Appendix 1, a corrupt, fraudulent, coercive or collusive practice.

For the purposes of this Agreement:

- "A corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party";
- "A fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation";
- "A coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party";
- "A collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party".

In this respect, the knowledge of any member of the PIA or PIU or the persons mentioned in Article 4.1.6 shall be deemed the knowledge of the Borrower. The Borrower undertakes to inform CEB if it should become aware of any fact or information suggestive of the commission of any such practice.

The Borrower shall ensure in particular that no transaction is entered with, or for the benefit of, any of the individuals or institutions named on the lists of sanctioned persons promulgated by the United Nations Security Council or its committees pursuant to Security Council Resolutions 1267 (1999), 1373 (2001) (available at <http://www.un.org/terrorism>), as updated from time to time, and/or by the Council of the EU pursuant to its Common Positions 2001/931/CSFP and 2002/402/CSFP and their related or successor resolutions and/or implementing acts in connection with terrorism financing matters.

Failure to comply with the above warranties and undertakings would constitute a breach of Article 3.3-g and/or 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.

#### **4.1.5. Investigations and information**

The Borrower undertakes:

- (a) to take such action as CEB shall reasonably request to investigate and/or terminate any alleged or suspected act or failure to comply with the undertakings described in Article 4.1.4;
- (b) to facilitate any investigation that CEB may make concerning any such act or failure to comply with the undertakings described in Article 4.1.4; and
- (c) to inform CEB of the measures taken to seek damages from the persons responsible for any loss resulting from any such act or failure to comply with the undertakings described in Article 4.1.4.

#### **4.1.6. Contact**

Unless the Borrower shall otherwise specify in writing to CEB, the head of the PIA shall be responsible for contacts with CEB for the purposes of Article 4.1.4 and 4.1.5.

### **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: Minister of Finance and/or 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**

....., on .....

....., on .....

.....  
Name Božidar Đelić, s.r.  
Title deputy prime minister

.....  
Name Žarko Obradović, s.r.  
Title minister of education and science

Paris, on 4. nov. 2011.  
For the **Council of Europe Development Bank**

Imre Tarafas, s.r.  
The Governor / Vice-Governor

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## Appendix 1

### Project Description

I.	<b>F/P :</b>	1739 (2011)																											
	<b>Borrower:</b>	The Republic of Serbia (through the Ministry of Finance)																											
	<b>Approval by the Administrative Council:</b>	11 June 2011																											
	<b>Amount approved:</b>	EUR 70 000 000																											
II.	<b>Intervention areas:</b>	<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>																											
	<b>Planned works:</b>	<p>The Project comprises the following four Project components:</p> <p><u>Component 1:</u> Creation of Centres of Excellence in priority research areas.</p> <ul style="list-style-type: none"> <li>- Construction of the Biomedical Research Centre in Belgrade.</li> <li>- Construction and equipment of the Agro-Bio Technology Centre in Novi Sad.</li> <li>- Construction of the Centre for Nano-Science and New Materials in Belgrade.</li> </ul> <p><u>Component 2:</u> Creation of a Science and Technology Park in Niš.</p> <p><u>Component 3:</u> Construction of new apartment buildings for rent for young researchers in Belgrade, Kragujevac, Niš and Novi Sad.</p> <p><u>Component 4:</u> Financial and technical support to the PIU.</p>																											
	<b>Location:</b>	As detailed above																											
	<b>Estimated total cost of the Project:</b>	EUR 175 000 000 (net of VAT)																											
	<b>Indicative costs and financing plan:</b>	<p>The indicative cost breakdown and financing plan for the project is as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 45%;">COSTS (<i>uses</i>)</th> <th style="width: 10%;">Amount (MEUR)</th> <th style="width: 25%;">FINANCING SOURCES</th> <th style="width: 10%;">Amount (MEUR)</th> <th style="width: 10%;">Share (%)</th> </tr> </thead> <tbody> <tr> <td>All construction and equipment costs (for the three Project components)</td> <td style="text-align: center;">172</td> <td>CEB loan</td> <td style="text-align: center;">67</td> <td style="text-align: center;">38%</td> </tr> <tr> <td>Financial and technical support to the PIU</td> <td style="text-align: center;">3</td> <td>European Investment Bank (EIB) loan</td> <td style="text-align: center;">105</td> <td style="text-align: center;">60%</td> </tr> <tr> <td><b>TOTAL (net of VAT)</b></td> <td style="text-align: center;"><b>175</b></td> <td>CEB loan</td> <td style="text-align: center;">3</td> <td style="text-align: center;">2%</td> </tr> <tr> <td></td> <td></td> <td><b>TOTAL (net of VAT)</b></td> <td style="text-align: center;"><b>175</b></td> <td style="text-align: center;"><b>100%</b></td> </tr> </tbody> </table>			COSTS ( <i>uses</i> )	Amount (MEUR)	FINANCING SOURCES	Amount (MEUR)	Share (%)	All construction and equipment costs (for the three Project components)	172	CEB loan	67	38%	Financial and technical support to the PIU	3	European Investment Bank (EIB) loan	105	60%	<b>TOTAL (net of VAT)</b>	<b>175</b>	CEB loan	3	2%			<b>TOTAL (net of VAT)</b>	<b>175</b>	<b>100%</b>
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	<b>Progress of works:</b>	0% at the time of the Loan Application, except for one Sub-project under Component 2 of the Project for the construction of a new apartment building for rent in the City of Niš: the construction of the building was initiated with State funds and 50% is already completed.																											
	<b>Schedule of works:</b>	2011-2014. The Project's closing date is accordingly set at 30 June 2015.																											
	<b>Specific conditions:</b>	<ul style="list-style-type: none"> <li>- The housing units will be rented at affordable rates to young researchers following the same eligibility criteria agreed for the First Phase and fulfilled for the release of the first Tranche of the First Phase.</li> <li>- Subject to a minimum five (5) year prior occupancy requirement, the beneficiary will be able to acquire the rented dwelling. In addition, buyers will be prohibited from selling the property for five (5) years following purchase, giving a minimum occupancy of ten (10) years. This latter condition (prohibiting sale of the properties for five (5) years following purchase) will be recorded when the sale deed is registered in the official property registers.</li> </ul> <p>The purchase of the rented dwellings under the scheme will be limited to a maximum of one (1) dwelling per household, which must be the sole residence of the purchaser and/or the other members of the household.</p>																											

III. <b>Eligibility criteria:</b>	The Borrower will comply with the eligibility criteria set out in the Loan Policy under the following sectors of action of the CEB: <ul style="list-style-type: none"><li>- Education and vocational training.</li><li>- Housing for low-income persons.</li></ul>
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 <u>Appendix 4</u> .
V. <b>Social and environmental aspects:</b>	The improvement and upgrading of science and education infrastructure is a pre-condition for the State's continuing social and economic development. Therefore, the Project will enhance the present conditions for young researchers, modern researcher centres and funds that would allow scientists to work on projects that suit the needs of the country. Only by creating these conditions can Serbia's Research and Development sector have a serious impact on its economy and link the country to the rest of Europe.

## Appendix 2a

<b>SIDE LETTER FOR A FIXED RATE LOAN IN EURO (TEMPLATE)</b>
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F/P 1739 (2011) – [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 1739 (2011) – [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] 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>2</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>2</sup> Mention 4 dates for quarterly payments and 2 dates for semi-annual payments