

## **Z A K O N**

### **O POTVRĐIVANJU OKVIRNOG SPORAZUMA IZMEĐU REPUBLIKE SRBIJE I BANKE ZA RAZVOJ SAVETA EVROPE O FINANSIRANJU PROJEKTA „OBRAZOVANJE ZA SOCIJALNU INKLUIZIJU”**

#### **Član 1.**

Potvrđuje se Okvirni sporazum između Republike Srbije i Banke za razvoj Saveta Evrope o finansiranju projekta „Obrazovanje za socijalnu inkluziju”, zaključen 16. februara 2012. godine u Parizu, u originalu na engleskom jeziku.

#### **Član 2.**

Tekst Okvирnog sporazuma između Republike Srbije i Banke za razvoj Saveta Evrope o finansiranju projekta „Obrazovanje za socijalnu inkluziju”, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:



F/P 1746 (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 22 July 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 Body”** (hereinafter called the **PIB**) means the body, which, by delegation of the Borrower, implements the Project.

**“Management Team”** (hereinafter called the **MT**) means the dedicated co-ordinating structure, which, by delegation of the PIB, is in charge of the day-to-day implementation, physical and financial management and follow-up of the activities included under each Project component (as defined in Appendix 1).

**“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 1746 (2011) approved by CEB Administrative Council on 16 September 2011 and concerning the partial financing of eligible investment projects (hereinafter, the **Sub-projects**) for the construction, rehabilitation and equipment of state-owned student dormitories and the provision of training for teachers and staff throughout 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 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 28 500 000**

***Twenty eight million five hundred thousand 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 following evidence or information:

1. Evidence that the Feasibility Report prepared for the Project has been officially approved by the Borrower;
2. Evidence that the two dedicated Management Teams, responsible for the overall management of each Project Component, have been set up and are adequately staffed and equipped in accordance with Article 4.1.2. of the Agreement;
3. A Procurement Plan in accordance with Article 4.1.3. of the Agreement.

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 (MoES) as the PIB.

For the management of the Project, the PIB will maintain within its structure two dedicated Management Teams (MTs), with no legal status of their own:

- (i) The Dormitories MT (hereinafter, the **D-MT**) will be in charge of the overall co-ordination and implementation of the construction, rehabilitation and equipment of dormitories included under Component A.

The D-MT activities will comprise:

- Preparation of all necessary contractual documentation, procedures manual, formal application forms, general rules and procedures for the selection of final beneficiaries;
- Coordination between all actors, preparation of payment and disbursement requests;
- Performing the tendering process;
- Reporting on project implementation.

- (ii) The Training MT (hereinafter, the **T-MT**) will manage and implement the activities related to the professional development and training of teachers and staff included under Component B.

The T-MT activities will comprise:

- Planning, preparation, organisation and delivery of all training seminars to be held;
- Control and supervision of the training seminars;
- Reporting on project implementation;
- Establishment of progress indicators.

Notwithstanding the above, the Borrower shall remain responsible to ensure compliance with the obligations set forth under the Agreement and liable for any infringement thereof.

The Borrower undertakes to provide all the financial resources necessary for the functioning of both MTs within the budget line of the PIB, for the duration of the Project. The PIB undertakes to maintain the two designated MTs for the duration of the Project and to take all necessary actions for the MTs to be appropriately staffed and equipped to the satisfaction of the CEB.

The MTs will keep two separate accounts for the activities carried out under each Project Component which may be audited by the CEB.

#### **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 57% 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: the implementation and operation of the Project complies with CEB's Environmental Policy. In particular, the PIB, on behalf of the Borrower, shall ensure that:
  - (i) The implementation and operation of the Sub-projects complies with CEB's Environmental Policy;
  - (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 Assessment (EIA) and the conditions attached to the final permits from the competent environmental authorities;
  - (v) 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**

The PIB, on behalf of the Borrower, will monitor the tendering process, award of contracts and use of funds.

In accordance with CEB Procurement Guidelines, procurement of goods, works and services under the Project shall be carried out as follows:

- Contracts below EU thresholds<sup>1</sup> shall be awarded on the basis of the procurement procedures applicable under the Republic of Serbia's public procurement legislation,
- Contracts equal or above EU thresholds shall be awarded through international open or restricted tenders from eligible contractors following the corresponding publication notice in the Official Journal of the European Union (OJEU).

The PIB, on behalf of the Borrower, will prepare a preliminary Procurement Plan for the entire scope of the project and submit to CEB for its approval a detailed and comprehensive Procurement Plan as soon as possible and, in accordance with Article 3.2 of the Agreement, in any case before the signature of the Side Letter for the first Tranche, setting forth:

- The list of contracts for supplies, works and/or services for which procurement action is to take place in the first twelve (12) months of project implementation;
- A brief description of supplies, works and/or services required for the Project;

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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.

- The estimated cost of each contract;
- The proposed methods of procurement;
- The time schedule for key procurement activities.

The PIB will update the Procurement Plan annually or as needed throughout the duration of the Project and communicate every update to CEB for its approval. The PIB will ensure, through the MTs, that the Procurement Plan is implemented in the manner in which it has been approved by CEB.

In cases where the PIB has already proceeded with the initial steps of procurement before signing the Framework Loan Agreement with CEB (or has already entered into agreements with contractors or suppliers, as the case may be), the procurement procedures, including advertising, shall be in accordance with the CEB Procurement Guidelines in order for the eventual contracts to be eligible for CEB financing and CEB shall review the process used by the PIB.

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 or to cancel the portion of the Loan Allocated to such contract.

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 PIB 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 PIB, on behalf of the Borrower shall send to the CEB a monitoring report. The PIB 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 authorised it to enter into the Agreement and have given the signatory(ies) the authorisation 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 authorisations 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: (+ 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: (+ 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.

....., on .....,  
For the **Republic of Serbia**

.....  
Name  
Title

....., on .....,  
For the **Council of Europe Development Bank**

.....  
The Governor / Vice-Governor

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## Appendix 1

### Project Description

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<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="text-align: center;"><b>COSTS</b></th><th style="text-align: center;"><b>Amount (MEUR)</b></th><th style="text-align: center;"><b>FINANCING SOURCES</b></th><th style="text-align: center;"><b>Amount (MEUR)</b></th><th style="text-align: center;"><b>Share of total (%)</b></th></tr> </thead> <tbody> <tr> <td>Construction, rehabilitation and equipment of dormitories</td><td style="text-align: center;">37.5</td><td>CEB loan</td><td style="text-align: center;">20.0</td><td style="text-align: center;">40%</td></tr> <tr> <td>Professional development and training of teachers and staff</td><td style="text-align: center;">11.0</td><td>MoES (State Budget)</td><td style="text-align: center;">17.5</td><td style="text-align: center;">35%</td></tr> <tr> <td>Technical assistance for Project implementation (monitoring, supervision, procurement, etc.)</td><td style="text-align: center;">1.0</td><td>CEB loan</td><td style="text-align: center;">7.5</td><td style="text-align: center;">15%</td></tr> <tr> <td>Management and functioning of the Project</td><td style="text-align: center;">0.5</td><td>MoES (State Budget)</td><td style="text-align: center;">3.5</td><td style="text-align: center;">7%</td></tr> <tr> <td><b>TOTAL (net of VAT)</b></td><td style="text-align: center;"><b>50.0</b></td><td>CEB loan</td><td style="text-align: center;">1.0</td><td style="text-align: center;">2%</td></tr> <tr> <td></td><td></td><td>MoES (State Budget)</td><td style="text-align: center;">0.5</td><td style="text-align: center;">1%</td></tr> <tr> <td></td><td></td><td><b>TOTAL (net of VAT)</b></td><td style="text-align: center;"><b>50.0</b></td><td style="text-align: center;"><b>100%</b></td></tr> </tbody> </table>	<b>COSTS</b>	<b>Amount (MEUR)</b>	<b>FINANCING SOURCES</b>	<b>Amount (MEUR)</b>	<b>Share of total (%)</b>	Construction, rehabilitation and equipment of dormitories	37.5	CEB loan	20.0	40%	Professional development and training of teachers and staff	11.0	MoES (State Budget)	17.5	35%	Technical assistance for Project implementation (monitoring, supervision, procurement, etc.)	1.0	CEB loan	7.5	15%	Management and functioning of the Project	0.5	MoES (State Budget)	3.5	7%	<b>TOTAL (net of VAT)</b>	<b>50.0</b>	CEB loan	1.0	2%			MoES (State Budget)	0.5	1%			<b>TOTAL (net of VAT)</b>	<b>50.0</b>	<b>100%</b>														
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	all secondary school pupils and university students, including those from vulnerable groups and those with special needs, in the targeted municipalities with the provision of better accommodation not only in terms of capacity but also through improved access, safety and hygiene conditions in the buildings. In addition, all targeted teachers and staff will benefit from training, thereby providing long-term benefits to all enrolled children.
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## Appendix 2a

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

F/P 1746 (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

**EUR [amount]**

Maturity

[number] -year final maturity with a [number] year grace period

Fixed Interest Rate

**[number percent] [net] per annum**

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 1746 (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

**EUR [amount]**

Maturity

[number] -year final maturity with a [number] years grace period

EURIBOR

As defined in the Framework Loan Agreement

Floating Interest Rate

**EURIBOR 3 or 6 months plus or less [number] basis points per annum** (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**

---

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

## Appendix 3

### Table of contents

- Narrative Monitoring Report
- Table 3a: Component costs
- Table 3b: Procurement Plan
- Table 3c: List of awarded contracts
- Table 3d: CEB Loan Utilisation
- Table 3e: Financial Sources

### Narrative Monitoring Report

<b>F/P 1746 (2011)</b> for the construction, rehabilitation and equipment of state-owned student dormitories and the provision of training for teachers and staff throughout Serbia	
<b>Summary of Project Status</b>	
<b>Estimated Total Eligible Project Cost (net of VAT and other taxes):</b> EUR 50 million	<b>Objectives:</b> The general goal of the Project is to: (i) Expand access to and improve the living, safety and hygiene conditions in state-owned secondary school and university dormitories. (ii) Enhance the quality of pre-school, primary and secondary education through the delivery of professional development and training programmes for teachers, directors and staff for inclusive education.
<b>Approved CEB Loan Amount:</b> EUR 28.5 million <b>Max. % participation:</b> 57% of the total eligible cost	<b>Disbursement History (end of period)</b> (Attach Updated Disbursement information) Current (period) <b>MEUR</b> Projected (period) <b>MEUR</b>
<b>Other planned financing sources:</b>	<b>Disbursement History (end of period)</b> (Attach Updated Disbursement information) Current (period) <b>MEUR</b> Projected (period) <b>MEUR</b>
<b>Effective Completion Date:</b> <b>Closing date:</b> 30 June 2015	<b>Years Under Implementation:</b>

**TABLE 3a – COMPONENT COSTS**

*/N RSD (net of VAT)*

PROJECT: F/P 1746 (2011) - Education for Social Inclusion

Date of the Progress report: .....

COMPONENTS DESCRIPTION		INCURRED EXPENDITURE		FUTURE EXPENDITURE		TOTAL COST	MODIFICATIONS (COMMENTS)
		YEAR 1*	YEAR 2*	TOTAL	A	B	C = A + B
<b>Component A: Construction, rehabilitation and equipment of dormitories: [1]</b>							
Name	Location						
1							
2							
...							
<b>Total / Component A</b>							
<b>Component B: Professional development and training of teachers and staff:</b>							
1 Trainers' gross fees							
2 Transportation and accommodation expenditures (trainers and participants)							
3 All materials							
4 Meals and refreshment (trainers and participants)							
5 Others							
<b>Total / Component B</b>							
<b>Technical assistance for Project implementation</b>							
<b>Management and functioning of the Project</b>							
<b>GENERAL TOTAL</b>							

\* Please replace the column Title "YEAR1", "YEAR" with the referenced year and add columns during the project implementation to indicate annually incurred expenditure.

[1] Please add as many lines as to cover all dormitories financed by the project

**TABLE 3b – PROCUREMENT PLAN FOR YEAR XXXX**

**PROJECT: F/P 1746 (2011) - Education for Social Inclusion**

Date of the Progress report: .....

**1. Civil Works**

1	2	3	4	5	6	7	8	9	10	11	12
Ref. No.	Contract Description	Estimated Cost Currency	Estimated Cost EURO	Number of Lots	Procurement Method	Domestic Preference (yes/no)	Review by the Bank (PRIOR / POST)	Expected Date of Bid Launching	Expected Date of Bid Opening	Expected Date of Bid Evaluation	Expected Date of Contract Signature

**2. Goods**

1	2	3	4	5	6	7	8	9	10	11	12
Ref. No.	Contract Description	Estimated Cost Currency	Estimated Cost EURO	Number of Lots	Procurement Method	Domestic Preference (yes/no)	Review by the Bank (PRIOR/POS T)	Expected Date of Bid Launching	Expected Date of Bid Opening	Expected Date of Bid Evaluation	Expected Date of Contract Signature

**3. Services**

1	2	3	4	5	6	7	8	9	10	11	12
Ref. No.	Description of Assignment	Estimated Cost Currency	Estimated Cost EURO	Number of Lots	Selection Method	Domestic Preference (yes/no)	Review by the Bank (PRIOR/POS T)	Expected Date of Bid Launching	Expected Date of Bid Opening	Expected Date of Bid Evaluation	Expected Date of Contract Signature

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".

**TABLE 3c – LIST OF AWARDED CONTRACTS**

**COUNTRY:** SERBIA  
**PROJECT:** F/P 1746 (2011)  
**NAME:** Education for Social Inclusion  
**BORROWER:** Republic of Serbia  
VAT excluded

[1] CTV = Countervalue in EUR at the exchange rate in force at the date of contract signing

[2] Acronyms to be used: W for Works G for Goods and S for services

<sup>(3)</sup> Acronyms to be used, w.r.t. works, goods and services, for the different procedures: OP = Open Procedures; RP = Restricted Procedures; CD= Competitive Dialogue; NPP = Negotiated Procedures with publication; NPNP = Negotiated Procedure without publication

Acronyms to be used for National Procurement Procedures: NCT = National Competitive Tendering (subject to prior CEB's approval); SH = Shopping; BOR = Borrower's Own Resources

**TABLE 3c – LIST OF AWARDED CONTRACTS**

**COUNTRY: SERBIA**  
**PROJECT: F/P/1746 (2011)**  
**NAME: Education for Social Inclusion**  
**BORROWER: Republic of Serbia**  
VAT excluded

[1]  $\text{CTV} = \text{Contract value in EUR}$  at the exchange rate in force at the date of contract signing

[2] *National Committee on Economic Development*, *Review of the Budget* (1957).

<sup>[3]</sup> Acronyms to be used: W for Works, G for Goods and S for services.  
[3] Acronyms to be used for International Procurement Procedures: OP = Open Procedures; RP = Restricted Procedures; CD= Competitive Dialogue; NPP = Negotiated Procedures with publication; NPNP = Negotiated Procedure without publication.  
Acronyms to be used for National Procurement Procedures: NCT = National Competitive Tendering; DC = Direct Contracting (subject to prior CEB's approval).

<sup>(4)</sup> CTV = Countervalue in EUR at the exchange rate in force at the date of payment  
SH = Shopping; BOR = Borrower's Own Resources

TABLE 3d – CEB LOAN UTILISATION

PROJECT: F/P 1746 (2011) - Education for Social Inclusion

ELIB 28 500 000

AUCTIONED LOAN:      £2,000,000      UP TO 57%

מִלְחָמָה בְּנֵי יִשְׂרָאֵל וְבְנֵי אֶgypt. ....

**TABLE 3e – FINANCIAL SOURCES**

**PROJECT: F/P 1746 (2011) - Education for Social Inclusion  
in EUR (net of VAT)**

FINANCING SOURCES	FUNDING RECEIVED			FUNDING TO BE RECEIVED		TOTAL FUNDING	% Received per financing sources	% participation per financers
	YEAR 1*	YEAR 2*	TOTAL	Upon Completion	Expected to be received in the current year			
1	2	3 = 1 + 2	4	5		6=3+4	7=3/6	8
CEB contribution								
Sate Budget								
<b>TOTAL</b>								

\* Please replace the column Title "YEAR1", "YEAR" with the referenced year and add columns during the project implementation to indicate annually incurred expenditure.

## TECHNICAL INDICATORS: OUTCOME REPORT

**COUNTRY: SERBIA**  
**PROJECT: F/P 1746 (2011) – Education for Social Inclusion**

COMPONENT A	Concept	Unit	Situation before the project	Project target		Outcome
				(1)	(2)	
Total capacity student dormitories	Secondary	Total number of beds available to students in the county	Number			
University	Total number of beds available to students in the country	Number				
Access for handicapped students	Secondary	Number of dormitories having access for handicapped students as a percentage of the total number of existing students	%			
University	Number of dormitories having access for handicapped students as a percentage of the total number of existing students	%				
Energy saving and sustainable	Secondary	Number of buildings in line with energy saving measures and fulfilling the prescriptions of the environmental law as a percentage of the total number	%			
University	Number of buildings in line with energy saving measures and fulfilling the prescriptions of the environmental law as a percentage of the total number	%				
Dormitory demand satisfaction	Secondary	Number of students' applications satisfied as a percentage of the total number of student application	%			
University	Number of students' applications satisfied as a percentage of the total number of student application	%				
Vulnerable/handicapped students	Secondary	Share of vulnerable/target groups students having access to project financed dormitories out of total number of students in project financed dormitories	%			
University	Share of vulnerable/target groups students having access to project financed dormitories out of total number of students in project financed dorms	%				

COMPONENT B	Concept	Unit	Current		Target	Outcome
			(1)	(2)		
Completion of 112 hours of training program on social inclusion in 82 target municipalities	Pre-schol teachers	Share of teachers from 82 municipalities completing program	%			
Primary teachers	Share of teachers from 82 municipalities completing program	%				
School directors	Share of directors from 82 municipalities completing program	%				
Other staff	Share of directors from 82 municipalities completing program	%				

(1) Information to be provided before the first disbursement ; (2) Information to be provided upon completion of the Project

### TECHNICAL INDICATORS: OUTPUT MONITORING

COUNTRY: SERBIA  
 PROJECT: FIP 1746 (2011) – Education for Social Inclusion

(1)

(2)

COMPONENT A	Target	2011			2012			2013			2014			2015		
		Design Stage	Under construction	Completed												
Number of student dormitories built/extended	Secondary															
University																
Number of student dormitories rehabilitated	Secondary															
	University															

(1)

(2)

COMPONENT B	Target	2011			2012			2013			2014			2015		
		preschool teachers	primary teachers	school directors	other staff	preschool teachers	primary teachers	school directors	other staff	preschool teachers	primary teachers	school directors	other staff	preschool teachers	primary teachers	school directors
Number of staff in 82 target municipalities completing 7 day training																
Number of staff in 82 target municipalities completing 14 days of training or 112 hours in social completion																

(1) Information to be provided before the first disbursement ; (2) Information to be provided during project implementation



F/P 1746 (2011)

## OKVIRNI SPORAZUM

*između*

**REPUBLIKE SRBIJE**

*i*

**BANKE ZA RAZVOJ SAVETA EVROPE**

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

*i*

**REPUBLIKA SRBIJA** (u daljem tekstu **Zajmoprimec**), sa druge strane,

- S obzirom na to da je član Vlada Republike Srbije podnela zahtev na dan 22. jula 2011. (u daljem tekstu: **Zahtev za kredit**),
- S obzirom na to da je Treći protokol opštег sporazuma o povlasticama i imunitetu Saveta Evrope,
- S obzirom na BSE Opštu politiku kreditiranja i finansiranja projekata (u daljem tekstu, **Politika odobravanja zajmova**) koja je doneta Odlukom Administrativnog odbora BSE Br. 1495 (2006) sa naknadnim izmenama i dopunama Odlukama Administrativnog odbora BSE Br. 1522 (2009) i 1530 (2010),
- S obzirom na BSE Politiku životne sredine koja je doneta Odlukom BSE Administrativnog odbora BSE Br. 1530 (2010) (u daljem tekstu: **Politika životne sredine**),
- S obzirom na BSE Smernice za nabavku koje je doneo BSE Administrativni odbor 21. septembra 2000, sa naknadnim izmenama i dopunama 27. oktobra 2004. (u daljem tekstu: **Smernice za nabavku**),
- S obzirom na BSE propise o zajmu koji su doneti Odlukom BSE Administrativnog odbora 1495 (2006), sa kasnijim izmenama i dopunama Odlukom BSE Administrativnog odbora 1530 (2010) (u daljem tekstu: **Propisi o zajmu**).

**DOGOVORILE SU SE O SLEDEĆEM:**

### **Definicije**

„**Dodela tranše**“ (u daljem tekstu: i **Dodela tranše** ili **Dodeljena tranša**) znači korišćenje Tranše od strane Zajmoprimca za sastavne delove Projekta (utvrđeno standardnom tabelom koja predstavlja dodatak ovog Ugovora) čak i kada ta Tranša još uvek nije isplaćena za Projekat.

„**Radni dan**“ znači dan kada radi sistem TARGET 2 (Transevropski automatski sistem ekspresnog transfera bruto plaćanja u realnom vremenu).

„**Datum zaključenje zajma**“ znači datum posle koga Zajmoprimac ne može tražiti dalje isplate nakon obaveštenja koje mu je BSE dostavio.

„**Zakon o životnoj sredini**“ znači zakon EU i nacionalni zakoni i propisi Republike Srbije, kao i važeći međunarodni sporazumi, čiji osnovni cilj je očuvanje, zaštita i unapređenje životne sredine.

„**EURIBOR**“ (Euro Interbank Offered Rate) je kratkoročna kamatna stopa po kojoj banke jedna drugoj nude novac za posudjivanje u okviru evro zone. Određuje je Evropska bankarska federacija, obračunava Reuters a objavljuje se svakog radnog dana u Briselu u 11.00 h na Reuters page EURIBOR01.

„**Krajnji korisnik/korisnici**“ je pojedinac ili pravno lice koje koristi socijalne efekte Projekta .

„**Konvencija o modifikovanom narednom radnom danu**“ znači konvencija po kojoj ukoliko navedeni datum pada u dan koji nije Radni dan, onda će takav datum biti prvi naredni dan koji je radni, osim ukoliko taj dan pada u naredni kalendarski mesec, pa će u takvom slučaju taj datum biti prvi prethodni dan koji je radni dan.

„**Implementator Projekta**“ (u daljem tekstu: **IMPLEMENTATOR**) znači telo, koje, po nalogu Zajmoprimca, implementira Projekat.

„**Rukovodni tim**“ (u daljem tekstu: **RT**) znači posebna struktura za koordinaciju koja je po nalogu IMPLEMENTATORA, zadužena za svakodnevnu realizaciju, fizičko i finansijsko upravljanje i praćenje aktivnosti uključenih u svaku komponentu Projekta (kako je to definisano u Dodatku 1).

„**Projektovano stanje napredovanja radova**“ znači odnos kvalifikovanih troškova, za sve komponente Projekta, i ukupnih kvalifikovanih troškova Projekta, pri čemu u kvalifikovane troškove spadaju već nastali troškovi kao i oni troškovi koji se očekuju u određenom periodu koji nije veći od jedne godine od datuma izveštaja o monitoringu (prema definiciji člana 4.2.2).

„**Stanje napredovanja radova**“ znači odnos već kvalifikovanih troškova, za sve komponente Projekta, i ukupnih kvalifikovanih troškova Projekta.

„**Tranša**“ znači iznos koji je isplaćen ili treba da se isplati iz zajma.

### **Član 1. Uslovi**

Ovaj zajam (u daljem tekstu: **Zajam**) se odobrava u skladu sa opštim uslovima važećih Propisa o zajmu i u skladu sa posebnim uslovima utvrđenim ovim Okvirnim ugovorom o zajmu (u daljem tekstu: **Ugovor** ), i njegovim prilozima i pratećim pismima (u daljem tekstu: **Prateća pisma**).

### **Član 2. Projekat**

BSE odobrava Zajmoprimcu, koji ga prihvata, Zajam za finansiranje F/P 1746 (2011) koji je Administrativni odbor BSE usvojio 16. septembra 2011. godine a tiče se delimičnog finansiranja kvalifikovanih investicionih Projekata (u daljem tekstu: **Potprijeti**) izgradnje, rehabilitacije i opremanja državnih studentskih domova i obuke nastavnog i ostalog osoblja u Srbiji.

odobrava ovaj zajam s obzirom na preuzetu obavezu

BSE odobrava Zajam s obzirom na preuzetu obavezu Zajmoprimeca da ga koristi isključivo za finansiranje Projekta opisanog u Dodatku 1 (u daljem tekstu: **Projekat**), i da ovaj projekat realizuje pod uslovima preciziranim u pomenutom Ugovoru i njegovim Prilozima.

Svaka izmena načina na koji se Zajam primenjuje, bez saglasnosti BSE, može da dovede do obustave, poništenja ili trenutne otplate zajma, pod uslovima iz članova 3.3, 3.5 i 3.6 Propisa o zajmu.

### Član 3. Zajam

#### 3.1. Finansijski uslovi

Iznos odobrenog Zajma je:

**EUR 28 500 000**

**Dvadesetosammiliona petstotina hiljada evra**

Zajam se isplaćuje u tranšama.

Za svaku tranšu Zajmoprimec i BSE zajedno utvrđuju iznos, kamatnu stopu, datum isplate, rok vraćanja i račune strana na koje se vrši doznačavanje.

Rok otplate ne može biti duži od dvadeset (20) godina, uključujući grejs period od najviše pet (5) godina.

Prateće pismo kojim se bliže određuju uslovi sačinjavaju se u vreme isplate i to suštinski u formi dатој у Додатку 2.

#### 3.2. Isplata

BSE isplaćuje Zajam u najmanje dve (2) Tranše. Iznos svake Tranše se utvrđuje u skladu sa Stanjem napredovanja radova odnosno Projektovanom stanju napredovanja radova.

Prateće pismo za prvu Tranšu mora se overiti potpisom (i) u roku od dvanaest (12) meseci od dana stupanja ovog Ugovora na snagu kako je to definisano Članom 15; i (ii) pod uslovom da BSE dobije sledeće dokaze ili informacije u formi i sadržini koju smatra zadovoljavajućom:

4. Dokaz da je Zajmoprimec zvanično usvojio urađeni Izveštaj o izvodljivosti Projekta;
5. Dokaz o osnivanju dva posebna Rukovodna tima, koja su nadležna za ukupno upravljanje svakom komponentom Projekta, i da su isti adekvatno popunjeni i opremljeni prema članu 4.1.2. Ugovora ;
6. Plan nabavke prema članu 4.1.3. Ugovora .

Prva Tranša ne može biti veća od 50% odobrenog Zajma.

Svaka sledeća Tranša se može isplatiti tek kada Zajmoprimec pisanim putem potvrdi BSE-u, prema članu 4.2.2 , da je 90% prethodne Tranše Dodeljena tranša. Naredne tranše se obračunavaju na osnovu Stanja napredovanja radova a, zavisno od slučaja, Projektovanog stanja napredovanja radova.

#### 3.3. Datum zaključenje zajma

Datum zaključenje zajma je 30. jun 2015.

#### 3.4. Pojedinosti o plaćanju

Svi iznosi dugovanja Zajmoprimeca po ovom Ugovoru se naplaćuju u valuti Tranše na broj računa koji BSE naznači Zajmoprimecu u vreme isplate.

Zajmoprimec ili banka koju naznači Zajmoprimec, zavisno od slučaja, dostavlja BSE-u pismeno obaveštenje o plaćanju najmanje pet (5) Radnih dana pre plaćanja bilo kog iznosa za plaćanje po ovom Ugovor .

Svako plaćanje po ovom Ugovoru vrši se Radnim danom u skladu sa Konvencijom o modifikovanom narednom radnom danu.

## Član 4. Monitoring Zajma i Projekta

### 4.1. Korišćenje Zajma

#### 4.1.1. Period

Tranše moraju biti Dodeljene od strane Zajmoprimca Projektu u roku od dvanaest (12) meseci posle svake isplate.

Iznos koji nije Dodeljen Projektu u tom roku mora se otplatiti BSE-u, u roku od trideset (30) dana najkasnije.

Sredstva Zajma se ne mogu koristiti za plaćanje poreza, carina i drugih obaveza.

Zajmoprimac se obavezuje da snosi troškove u vezi sa ovom otplatom. U te troškove spada i trošak koji će BSE snositi zbog reinvestiranja istog iznosa na dan otplate za preostali vek trajanja prvobitnog Zajma, kao i svi ostali povezani troškovi. Stopu reinvestiranja utvrđuje BSE na osnovu tržišnih uslova na dan otplate i za period o kome se radi. Troškovi se prema tome, obračunavaju tako što se uzima u obzir razlika između originalne stope i stope reinvestiranja.

Dalje, ako Tranša koju je isplatio BSE nije Dodeljena Projektu ili je samo delimično Dodeljena u pomenutom periodu iz prethodnog stava, to bi predstavljalo događaj koji se navodi u članu 3.3 (h) Poglavlja 3 Propisa o zajmu, i koji može da dovede do obustavljanja, otkazivanja ili trenutne otplate Zajma prema uslovima iz članova 3.3, 3.5 i 3.6 Propisa o zajmu.

#### 4.1.2. Implementacija Projekta

Zajmoprimac određuje Ministarstvo prosvete i nauke (Ministarstvo prosvete) za IMPLEMENTATORA.

Za upravljanje Projektom, IMPLEMENTATOR će u okviru svoje strukture imati dva specijalna Rukovodna tima (RT), koji nemaju status pravnog lica:

(iii) RT za domove (u daljem tekstu: **D-RT**) će biti zadužen za sveukupnu koordinaciju i implementaciju izgradnje, rehabilitacije i opremanje domova u okviru Komponente A.

D-RT aktivnosti će sadržati sledeće:

- Izrada kompletne neophodne ugovorne dokumentacije, procedura, formalnih zahteva, opštih pravila i procedura za izbor krajnjih korisnika;
- Koordinacija između svih aktera, priprema zahteva za plaćanje i isplatu;
- Sprovođenje procesa nabavke prikupljanjem ponuda;
- Izveštavanje o implementaciji Projekta.

(iv) RT za obuku (u daljem tekstu: **O-RT**) će upravljati i implementirati aktivnosti koje su povezane sa stručnim usavršavanjem i obukom nastavnog i drugog osoblja u okviru Komponente B.

O-RT aktivnosti sadrže sledeće:

- Planiranje, priprema, organizacija i isporuka svih seminara za obuku;
- Kontrola i nadzor seminara za obuku;
- Izveštavanje o implementaciji Projekata;
- Utvrđivanje pokazatelja napredovanja.

Bez obzira na napred navedeno, Zajmoprimac ostaje odgovoran za poštovanje obaveza utvrđenih Ugovorom i odgovoran za njihovo kršenje.

Zajmoprimac se obavezuje da obezbedi sva finansijska sredstva koja su neophodna za funkcionisanje RT u okviru budžetske stavke IMPLEMENTATOR, za vreme realizacije Projekta. IMPLEMENTATOR se obavezuje da ima dva određena RT u toku realizacije Projekta i da preduzme sve potrebne mere u cilju njihovog kadrovskog popunjavanja i opremanja koje je prihvatljivo za BSE.

RT-i će imati dva posebna računa za aktivnosti koje se sprovode u okviru svake Komponente Projekta nad kojima BSE može da obavlja reviziju..

#### **4.1.2.1. Obavezna briga**

Zajmoprimac će pokazati maksimalnu brigu i pažnju, i primeniće sva uobičajeno korišćena sredstva, posebno finansijska, tehnička, socijalna, menadžerska i ona koja se tiču zaštite životne sredine, potrebna za valjanu implementaciju Projekta.

#### **4.1.2.2. Uvećani ili revidirani troškovi Projekta**

Ukoliko, iz bilo kojih razloga, troškovi Projekta, prikazani u Dodatku 1 ovog Ugovora, porastu ili budu revidirani, Zajmoprimac će obezbediti dostupnost dodatnih finansijskih sredstava za završetak Projekta.

U svakom slučaju, BSE ne obezbeđuje više od 57% ukupnih troškova Projekta, isključujući troškove kamate i finansiranja, koji se utvrđuju u Dodatu 1.

#### **4.1.2.3. BSE transparentnost**

Zajmoprimac će naznačiti krajnjim korisnicima da je Projekat delimično finansiran sredstvima BSE putem odgovarajućih sredstava komunikacije, uključujući web-site, izjave za štampu, brošure odnosno bilbordove na odgovarajućim lokacijama pod-projekata.

U svakom slučaju, informacije date medijima, zvanična obaveštenja, izveštaji, brošure, bilbordi ili publikacije prikazaće BSE logo na prikidan način.

#### **4.1.2.4. Dodatne obaveze**

Zajmoprimac se obavezuje na sledeće:

- Da će ispuniti kriterijume kvalifikacije koji se navode u Politici odobravanja zajmova, i posebne uslove koji se bliže utvrđuju u Dodatu 1;
- Implementacija Projekta se usaglašava se relevantnim pravilima koja se odnose na prevare, korupciju, i pranje novca, kako se detaljnije navodi u članovima 4.1.4. do 4.1.6.;
- Da implementacija Projekta ne vodi ka kršenju Evropske konvencije o ljudskim pravima i Evropske socijalne povelje;
- Da su sva prava prvenstva prolaza ili korišćenja koja se odnose na zemljište i nekretnine i sve dozvole potrebne za implementaciju i funkcionisanje Projekta dobijene i na snazi;
- Da su u meri u kojoj zakoni Srbije ne predviđaju drugačije, svi radovi i imovina koji čine deo Projekta u svakom trenutku osigurani u skladu sa standardnom industrijskom praksom;
- Da se vrši održavanje (direktno ili indirektno), opravka, remont i obnavljanje sve opreme i imovine koja čini deo Projekta kako bi isti bili ispravni za rad; a u tom smislu, Zajmoprimac će blagovremeno obavestiti BSE o svim dogovorima u tom pogledu;

- Obaveze u vezi sa zaštitom životne sredine: implementacija i funkcionisanje Projekta su usaglašeni sa BSE-ovom Politikom životne sredine. IMPLEMENTATOR će naročito, u ime Zajmoprimeca, obezbediti sledeće:
  - (vi) Da se implementacija i funkcionisanje Potprojekata usaglaši sa BSE-ovom Politikom životne sredine;
  - (vii) Da se uredno pribave sve saglasnosti i planske dozvole u vezi sa životnom sredinom, kako i kada je to potrebno za realizaciju Potprojekata;
  - (viii) Da Potprojekti budu usaglašeni sa svim naložima i uslovima koji su dati uz pomenute saglasnosti i dozvole;
  - (ix) Da se implementacija svih Potprojekata vrši u skladu sa preporukama iz potrebne Procene uticaja na životnu sredinu (EIA) i uslovima iz konačnih dozvola organa nadležnih za životnu sredinu;
  - (x) Da idejni projekat relevantnih Potprojekata utvrdi ciljeve u vezi sa pokazateljima koji se odnose na potrošnju energije, kao i instrumente monitoringa radi poređenja energetske efikasnosti novih i postojećih zgrada i objekata.

Neispunjeno napred navedenih odredaba bi predstavljalo događaj koji je utvrđen u članu 3.3. (h) Poglavlja 3 Propisa o zajmu, a posle obaveštenja koje dostavi BSE, može da bude razlog za obustavu, otkazivanje ili trenutnu otplate Zajma prema uslovima iz člana 3.3, 3.5 i 3.6 Propisa o zajmu.

#### **4.1.3. Nabavka**

IMPLEMENTATOR će, u ime Zajmoprimeca, nadgledati postupak nabavke, dodele ugovora i korišćenja sredstava.

U skladu sa BSE Smernicama za nabavku, nabavka dobara, radova i usluga iz ovog Projekta se vrši na sledeći način:

- Ugovori ispod praga EU<sup>3</sup> se dodeljuju na osnovu postupaka nabavke koji se sprovode prema zakonskim propisima o javnoj nabavci Republike Srbije,
- Ugovori koji su jednaki pragu EU ili iznad njega dodeljuju se kroz međunarodni tender u otvorenom ili restriktivnom postupku, prikupljanjem ponuda od kvalifikovanih izvođača na osnovu odgovarajućeg obaveštenja objavljenog u Službenom listu Evropske Unije (OJEU).

IMPLEMENTATOR će, u ime Zajmoprimeca, pripremiti preliminarni Plan nabavke za ceo obim Projekta i dostaviti BSE-u na saglasnost detaljan i sveobuhvatan Plan nabavke u što kraćem roku, u skladu sa članom 3.2 Ugovora, a u svakom slučaju pre potpisivanja Pratećeg pisma za prvu Tranšu, pri čemu će utvrditi:

- Listu ugovora za dobra, radove odnosno usluge za koje se planira nabavka u prvih dvanaest (12) meseci implementacije Projekta;
- Kratak opis dobara, radova odnosno usluga za potrebe Projekta ;
- Procenu troškova za svaki ugovor;
- Predložene metode nabavke;
- Dinamički plan glavnih aktivnosti u nabavci.

IMPLEMENTATOR će ažurirati Plan nabavke jednom godišnje ili po potrebi za vreme realizacije Projekta i o svakom ažuriranju obavestiti BSE koji daje saglasnost.

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<sup>3</sup> Правови у члану 7 Директиве Европског парламента и Савета 2004/18/ЕС и члану 16 Директиве Европског парламента и Савета 2004/17/ЕС, са повременим изменама.

IMPLEMENTATOR će preko RT obezbediti da se Plan nabavke realizuje na način koji je odobrio BSE.

U slučajevima kada je IMPLEMENTATOR već pristupio početnim koracima nabavke pre nego što je potписан Okvirni ugovor o zajmu sa BSE-om (ili je već zaključio ugovore sa izvođačima ili isporučiocima, zavisno od slučaja), postupak nabavke, uključujući oglašavanje, mora se sprovesti u skladu sa BSE Smernicama za nabavku da bi eventualni ugovori mogli da se kvalifikuju za finansiranje sredstvima BSE-a a BSE će pregledati proces koji je primenio IMPLEMENTATOR.

BSE neće finansirati rashode za dobra, radove i usluge koji nisu nabavljeni u skladu sa napred navedenim odredbama. U tim slučajevima, BSE zadržava pravo da proglaši da je odgovarajući ugovor nekvalifikovan za finansiranje sredstvima Zajma ili da otkaže deo Zajma za transu koja je dodeljena tom ugovoru.

Pored toga, ako u nekom trenutku BSE utvrdi da nabavka u ovom Projektu nije u skladu sa napred navedenim odredbama, zadržava pravo da primeni odredbe članova 3.3, 3.5 i 3.6 Propisa o zajmu, što može da dovede do obustavljanja, otkazivanja ili trenutne otplate Zajma.

#### **4.1.4. Obaveza integriteta**

Zajmoprimac garantuje da nije počinio i da ni jedno lice, koliko je njemu poznato, nije počinilo, i preuzima obavezu da neće počiniti kao i da ni jedno lice neće počiniti sa njegovim pristankom ili prethodnim znanjem, u vezi sa postupkom nabavke u okviru Projekta ili zaključivanjem nekog ugovora u okviru Projekta , kako je to opisano u Dodatku 1, neko delo podmićivanja, obmane, prinude ili tajnog dogovaranja.

U smislu ovog Ugovora :

- „Podmićivanje je nuđenje, davanje, primanje ili navođenje, bilo direktno ili indirektno, neke vrednosti radi neodgovarajućeg uticaja na postupanje neke druge strane”;
- „Obmanjivanje je neko činjenje ili nečinjenje, uključujući pogrešne tvrdnje, kojima se svesno ili nesvesno vrši obmana, ili se čini pokušaj obmanjivanja jedne strane da bi se dobila neka finansijska ili druga korist ili izbegla neka obaveza”;
- „Prinuda je ugrožavanje ili nanošenje štete ili pretnja ugrožavanja ili nanošenja štete, direktno ili indirektno, nekoj strani ili imovini te strane u cilju uticaja na njen postupanje”;
- „Tajno dogovaranje je dogovor između dve ili više strana sa ciljem da se ostvari neki neprikladan cilj, uključujući postupanje neke druge strane”.

U tom smislu, znanje nekog člana IIP ili JUP ili lica iz člana 4.1.6 smatraju se znanjem Zajmoprimca. Zajmoprimac se obavezuje da obavesti BSE ako treba da zna za činjenice ili informacije koje ukazuju na to da je počinjeno neko od ovih dela.

Zajmoprimac će posebno voditi računa da ne uđe u neki posao sa pojedincima ili institucijama, ili u njihovu korist, kada se isti nalaze na listi lica pod sankcijama Saveta bezbednosti Ujedinjenih nacija ili njegovih komiteta u skladu sa Rezolucijama Saveta bezbednosti 1267 (1999), 1373 (2001) (videti na <http://www.un.org/terrorism>), koja lista se povremeno ažurira, ili listi Saveta EU u skladu sa njegovim Zajedničkim stavovima 2001/931/CSFP i 2002/402/CSFP i povezanim ili naknadnim rezolucijama odnosno aktima o implementaciji u vezi sa finansiranjem terorizma.

Nepoštovanje napred navedenih garancija i obaveza bi predstavljalo kršenje člana 3.3-g odnosno člana 3.3-h Poglavlja 3 Propisa o zajmu i moglo bi da dovede do obustavljanja, otkazivanja ili trenutne otplate Zajma prema odredbama članova 3.3, 3.5 i 3.6 Propisa o zajmu.

#### **4.1.5. Istraživanje i informacije**

Zajmoprimac se obavezuje:

- (d) Da preduzme one mere koje BSE bude opravdano zahtevao da istraži odnosno prekine svaki navodni ili sumnjivi čin ili propust usaglašavanja sa obavezama iz člana 4.1.4;
- (e) Da omogući svaku istragu koju može da vrši BSE u vezi takvog čina ili propusta da se usaglaši sa obavezama iz člana 4.1.4; i
- (f) Da obavesti BSE o merama koje su preduzete da se zatraži odšteta od lica koja su odgovorna za gubitak koji proističe iz takvog čina ili propusta da se usaglaši sa obavezama iz člana 4.1.4.

#### **4.1.6. Kontakt**

Ako Zajmoprimac ne naznači drugačije u pismenoj formi BSE-u, rukovodilac IPT je nadležan za kontakte sa BSE u smislu člana 4.1.4 i 4.1.5.

### **4.2. Potrebne informacije**

#### **4.2.1. Informacije koje se tiču Projekta**

Zajmoprimac će voditi računovodstvenu evidenciju za Projekat u skladu sa međunarodnim standardima, iz koje će se u svakom trenutku videti stanje napredovanja Projekta, i koja će evidentirati sve obavljene poslove, i utvrditi sredstva i usluge koje se finansiraju uz pomoć Zajma.

Zajmoprimac se obavezuje da u razumnom roku ispuni eventualne zahteve BSE kojima se traže informacije i da ih dostavi zajedno sa dokumentima koje BSE smatra neophodnim a koja bi opravdano mogao da traži radi valjane implementacije Ugovora, naročito u vezi monitoringa Projekta i korišćenja Zajma.

Zajmoprimac će odmah obavestiti BSE o svim eventualnim promenama zakona ili propisa u ekonomskom sektoru koji se odnose na Projekat i generalno, o svim eventualnim događajima koji bi mogli da imaju negativan materijalni uticaj na izvršavanje obaveza po ovom ugovoru. Svaki događaj koji bi mogao imati materijalno negativne efekte na izvršavanje obaveza Zajmoprimca iz ovog Ugovora, predstavlja bi događaj u smislu člana 3.3.-h Poglavlja 3 Propisa o zajmu, koji može da dovede do obustave, poništavanja ili trenutne otplate Zajma po uslovima iz članova 3.3, 3.5 i 3.6 Propisa o zajmu.

#### **4.2.2. Izveštaji o monitoringu**

Najmanje jednom godišnje od davanja sredstava Zajma do završetka celog Projekta, IMPLEMENTATOR će u ime Zajmoprimca dostavljati BSE-u izveštaj o monitoringu. IMPLEMENTATOR je dužan da pošalje izveštaj o monitoringu pre svake isplate sredstava osim za prvu Tranšu. Ovi izveštaji moraju zadovoljiti BSE pre nego što izvrši isplatu sredstava.

U Dodatku 4 dati su obrasci sa navedenim minimumom informacija koje su potrebne BSE-u za izveštaje o monitoringu. Mogu se koristiti i drugi formati koji sadrže iste informacije.

U svakom slučaju, izveštaji o monitoringu moraju da obrade

- stanje iskorišćenja Dodeljenih tranši Zajma;
- napredovanje finansiranja Projekta i Plana nabavke;
- napredovanje samog Projekta; u smislu fizičkog napredovanja i rashoda;
- upravljanje Projektom, i
- tehničke pokazatelje (prema Dodatku 4).

#### **4.2.3. Izveštaj o završetku projekta**

Po završetku celokupnog Projekta, Zajmoprimac će predati konačni izveštaj koji sadrži ocenu ekonomskih, finansijskih, socijalnih i ekoloških efekata Projekta. BSE mora smatrati da je ovaj izveštaj zadovoljavajući.

#### **4.2.4. Zadaci monitoringa**

Zajmoprimac se obavezuje da pozitivno primi sve eventualne misije monitoringa koje vrše zaposleni BSE ili spoljni konsultanti koje on angažuje, i da pruži svu neophodnu saradnju u takvom monitoringu, tako što će omogućiti sve eventualne posete lokacijama ovog Projekta. BSE bi posebno mogao na licu mesta da vrši kontrolu računa Projekta, preko jednog ili više konsultanata po svom izboru a o trošku Zajmoprimca u slučaju da Zajmoprimac ne ispuni bilo koju od svojih obaveza po ovom Zajmu.

#### **Član 5. Izvršavanje obaveza Zajmoprimca**

Nakon što pun iznos glavnice iz ovog Zajma i sve kamate i drugi troškovi koji iz toga proističu, naročito iznosi predviđeni u članovima 6. i 7, budu uredno plaćeni, Zajmoprimac se u potpunosti oslobađa svojih obaveza prema BSE, izuzimajući obaveze predviđene u članovima 4.2.1. i 4.2.4 za potrebe mogućeg naknadnog vrednovanja Projekta.

#### **Član 6. Kamata za neblagovremeno izvršavanje obaveze plaćanja**

Za isplate u evrima, bez obzira na bilo koja druga sredstva koja su na raspolaganju BSE-u po ovom ugovoru i po Propisima o zajmu, ili na drugi način, u slučaju da

Zajmoprimac ne plati sve kamate ili sve druge iznose dospele za plaćanje po ovom Ugovoru, najkasnije do određenog datuma dospeća, Zajmoprimac mora da plati dodatnu kamatu na iznos duga koji nije u potpunosti plaćen, po jednomesečnoj EURIBOR stopi na dan dospeća u 11.00 h (po lokalnom vremenu u Briselu), plus 2.5% godišnje, od datuma dospeća ovog iznosa do datuma izvršene uplate.

Primenljiva jednomesečna EURIBOR stopa će se ažurirati svakih 30 dana.

#### **Član 7. Vezani troškovi**

Sve dažbine i takse svih vrsta, dospele za naplatu i plaćene, kao i sve troškove proistekle iz zaključenja, izvršavanja, likvidacije, poništavanja ili obustave ovog

Ugovora, u celosti ili delimično, ili iz garancija ili Zajma, zajedno sa svim sudskim ili vansudskim aktima koji potiču iz ovog Zajma, snosi Zajmoprimac.

Međutim, odredbe člana 4.7, Poglavlja 4 Propisa o zajmu, primenjivaće se u vezi sa troškovima arbitražnog postupka iz pomenutog Poglavlja 4.

#### **Član 8. Isti rang i negativna zaloga**

Zajmoprimac izjavljuje da nisu preuzete niti će u budućnosti biti preuzete bilo kakve obaveze koje bi trećoj strani mogle da daju preferencijalni rang, preferencijalno pravo plaćanja, obezbeđenje ili garanciju bilo koje prirode koja bi trećim stranama mogla da prenese veća prava (u daljem tekstu: **Obezbeđenje**).

Ukoliko je takvo Obezbeđenje već dato nekoj trećoj strani, Zajmoprimac se slaže da sačini ili obezbedi identično Obezbeđenje u korist BSE, ili ako ima prepreka da to učini, onda neko ekvivalentno Obezbeđenje, kao i da predvidi uspostavljanje takvog obezbeđenja u korist BSE.

Neispunjavanje ovih odredbi bi predstavljalo slučaj neispunjavanja obaveza koji je predviđen u članu 3.3 (h) Poglavlja 3 Propisa o zajmu i može da dovede do obustave, poništenja ili trenutne otplate zajma prema uslovima članova 3.3, 3.5 i 3.6 Propisa o zajmu.

#### **Član 9. Uveravanja i garantije**

Zajmoprimac uverava i garantuje:

- da su ga njegovi nadležni organi ovlastili da zaključi Ugovor i da su za to potpisnicima dali ovlašćenja u skladu sa zakonima, uredbama, propisima, statutima i drugim relevantnim tekstovima;
- da sačinjavanje i potpisivanje ovog ugovora nije u suprotnosti sa zakonima, uredbama, propisima, statutima i drugim relevantnim tekstovima 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 gornja uveravanja i garantovanja moraju tokom celog perioda Zajma da budu odmah saopštene BSE-u, uz obezbeđivanje svih eventualnih dokumenata kojima se to potkrepljuje.

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

Zajmoprimec ne može da se pozove ni na jednu činjenicu vezanu, u okvirima korišćenja ovog zajma, za odnose sa trećim licima da bi potpuno ili delimično izbegao ispunjavanje obaveza proisteklih iz ovog ugovora.

BSE ne može da bude uključen u sporove koji bi se javili između Zajmoprimeca i trećih strana a troškovi, bilo koje prirode, koje bi BSE imao usled bilo kakvih prigovora, a posebno svi zakonski ili sudski troškovi, biće na teret Zajmoprimeca

#### **Član 11. Tumačenje Ugovora**

Zajmoprimec izjavljuje da je upoznat sa Propisima o zajmu BSE, i da je primio primerak navedenih Propisa. U slučaju neslaganja između bilo kojih odredbi Propisa o zajmu i bilo kojih odredbi Ugovora, prevlađuju odredbe Ugovora.

Naslovi stavova, članova i poglavlja Ugovora ne služe za njegovo tumačenje.

Ni u kojem slučaju se neće prepostavljati da se BSE prečutno odrekla bilo kojih svojih prava koja su joj garantovana ovim ugovorom.

#### **Član 12. Nadležno pravo**

Ugovor, njegovi Prilozi i Prateća pisma koja se na njega odnose regulišu se pravilima BSE kako je navedeno u odredbama člana 1, stav 3, Trećeg protokola (od 6. marta 1959) uz Opšti sporazum o privilegijama i imunitetu Saveta Evrope (od 2. septembra 1949), i na drugom mestu, po potrebi, francuskim zakonom.

Sporovi između ugovornih strana podležu arbitraži pod uslovima koji su predviđeni u Poglavlju 4. Propisa o zajmu.

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

Ugovorne strane se slažu da neće iskoristiti prednosti nikakvih privilegija, imuniteta ili zakonodavstva pred bilo kojim sudskim ili drugim organima, domaćim ili međunarodnim, da bi osporile izvršenje odluke donete pod uslovima predviđenim u članu 4 Propisa o zajmu.

#### **Član 14. Obaveštenja**

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

Za Zajmoprimeca: **Ministarstvo finansija Republike Srbije**

20, Kneza Miloša  
11000 Beograd, Srbija  
N/r: Ministar finansija odnosno Pomoćnik ministra  
Fax: (+ 381) 11 3618 961 ili 3642 632

Za BSE: **Banka za razvoj Saveta Evrope**

55, Avenue Kléber  
75116 Pariz, Francuska  
N/r: generalna direkcija za zajmove  
Fax: (+ 331) 47 55 37 52

Svaka vrsta pismene komunikacije se vodi na engleskom ili francuskom jeziku, a ako je na nekom drugom jeziku, pratiće ih overeni prevod na engleski ili francuski na zahtev BSE.

#### **Član 15. Stupanje na snagu**

Ugovor stupa na snagu kada ga ratifikuje Skupština Republike Srbije i uz pismenu potvrdu koju u tom smislu Zajmoprimac dobije od BSE.

Kada Ugovor stupa na snagu, a kao preduslov zaključenja Pratećeg pisma za prvu Tranšu, Zajmoprimac će dostaviti pravno mišljenje na engleskom jeziku koje je prihvatljivo za BSE, koje će se odnositi na problematiku kapaciteta, pravo i ovlašćenje Zajmoprimca i kojim će se potvrditi da je Ugovor važeći, obavezujući i izvršan u skladu sa svojim uslovima.

#### **Član 16. Originali Ugovora**

Ugovor je sastavljen u dva (2) originalna primerka, koji su jednakopravosnažni. Jedan original zadržava svaka ugovorna strana.

....., dana .....

**Za Republiku Srbiju**

.....  
Ime  
Funkcija

....., dana .....

**Za Banku za Razvoj Saveta Evrope**

.....  
Guverner / Vice-Guverner

## **SPISAK DODATAKA**

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**Dodatak 1**  
**Opis projekta**

I.	<b>F/P :</b> 1746 (2011)																																				
	<b>Zajmoprimec:</b> Republika Srbija (preko Ministarstva finansija)																																				
	<b>Administrativni odbor odobrio:</b> 16. septembar 2011.																																				
	<b>Odobreni iznos:</b> 28 500 000 evra																																				
II.	<b>Oblast intervenisanja:</b> Projekat će obuhvatiti sledeće polje delovanja BSE-a: „Obrazovanje i profesionalna obuka“																																				
	<b>Planirani radovi:</b> Projekat se sastoji od sledećih komponenti Projekta: <u>Komponenta A:</u> Izgradnja, rehabilitacija i opremanje domova. <u>Komponenta B:</u> Stručno usavršavanje i obuka nastavnog i drugog osoblja.																																				
	<b>Lokacija:</b> Širom Srbije																																				
	<b>Ukupna predračunska vrednost Projekta:</b> 28 500 000 evra (bez PDV-a)																																				
	<b>Indikativni troškovi i finansijski plan:</b> Struktura indikativnih troškova i finansijski plan Projekta su sledeći: <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="text-align: center; background-color: #cccccc;">Troškovi</th><th style="text-align: center; background-color: #cccccc;">Iznos (mil evra)</th></tr></thead><tbody><tr><td>Izgradnja, rehabilitacija i opremanje domova</td><td style="text-align: center;">37,5</td></tr><tr><td>Stručno usavršavanje i obuka nastavnog i drugog osoblja</td><td style="text-align: center;">11,0</td></tr><tr><td>Tehnička pomoć pri implementaciji Projekta (monitoring, nadzor, nabavka, itd.)</td><td style="text-align: center;">1,0</td></tr><tr><td>Upravljanje Projektom i funkcionisanje Projekta</td><td style="text-align: center;">0,5</td></tr><tr><td><b>UKUPNO (bez PDV-a)</b></td><td style="text-align: center;"><b>50,0</b></td></tr></tbody></table> <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="text-align: center; background-color: #cccccc;">IZVORI FINANSIRANJA</th><th style="text-align: center; background-color: #cccccc;">Iznos (mil evra)</th><th style="text-align: center; background-color: #cccccc;">Procenat (%)</th></tr></thead><tbody><tr><td>BSE zajam</td><td style="text-align: center;">20,0</td><td style="text-align: center;">40%</td></tr><tr><td>MPiN (državni budžet)</td><td style="text-align: center;">17,5</td><td style="text-align: center;">35%</td></tr><tr><td>BSE zajam</td><td style="text-align: center;">7,5</td><td style="text-align: center;">15%</td></tr><tr><td>MPiN (državni budžet)</td><td style="text-align: center;">3,5</td><td style="text-align: center;">7%</td></tr><tr><td>BSE zajam</td><td style="text-align: center;">1,0</td><td style="text-align: center;">2%</td></tr><tr><td>MPiN (državni budžet)</td><td style="text-align: center;">0,5</td><td style="text-align: center;">1%</td></tr><tr><td><b>UKUPNO (bez PDV-a)</b></td><td style="text-align: center;"><b>50,0</b></td><td style="text-align: center;"><b>100%</b></td></tr></tbody></table>	Troškovi	Iznos (mil evra)	Izgradnja, rehabilitacija i opremanje domova	37,5	Stručno usavršavanje i obuka nastavnog i drugog osoblja	11,0	Tehnička pomoć pri implementaciji Projekta (monitoring, nadzor, nabavka, itd.)	1,0	Upravljanje Projektom i funkcionisanje Projekta	0,5	<b>UKUPNO (bez PDV-a)</b>	<b>50,0</b>	IZVORI FINANSIRANJA	Iznos (mil evra)	Procenat (%)	BSE zajam	20,0	40%	MPiN (državni budžet)	17,5	35%	BSE zajam	7,5	15%	MPiN (državni budžet)	3,5	7%	BSE zajam	1,0	2%	MPiN (državni budžet)	0,5	1%	<b>UKUPNO (bez PDV-a)</b>	<b>50,0</b>	<b>100%</b>
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<b>UKUPNO (bez PDV-a)</b>	<b>50,0</b>	<b>100%</b>																																			
	<b>Napredovanje radova:</b> Približno 20% u trenutku podnošenja zahteva za davanje zajma.																																				
	<b>Dinamika radova:</b> 2010-2014. Shodno tome, datum zaključenja Projekta je 30. juni 2015.																																				
III.	<b>Kriterijumi za kvalifikovanost:</b> Zajmoprimec će ispuniti kriterijume za kvalifikovanost određene u politici odobravanja zajma u sledećem polju delovanja BSE-a: „Obrazovanje i profesionalna obuka“.																																				

IV. <b>Tehnički pokazatelji:</b>	Spisak tehničkih pokazatelja koji će služiti kao osnova za evaluaciju u toku realizacije Projekta data je u <u>Dodatku 4.</u>
V. <b>Društveni aspekti i aspekti životne sredine:</b>	<p>Svaka intervencija biće podvrнутa postupcima skrininga kako bi se proverila usaglašenost sa politikom životne sredine.</p> <p>Za investicije u okviru komponente A neophodne su urbanistička i građevinska dozvola. Prilikom izdavanja ovih dozvola moraju se uzeti u obzir aspekti životne sredine. Pored toga, očekuje se da će poboljšanje komunalnih usluga (vodovod, kanalizacija, električna energija i grejanje) koje treba izvršiti u postojećim domovima imati pozitivan uticaj na životnu sredinu pošto ono treba da omogući, između ostalog, značajne uštede vode i energije.</p> <p>Aktivnosti iz komponente B treba da potпадnu u kategorije beznačajnih uticaja na životnu sredinu.</p> <p>Gledajući sa društvenog aspekta, na osnovu indikativne liste domova uključenih u <u>komponentu A</u>, procenjuje se da će oko 9 700 učenika srednjih škola i studenata fakulteta imati koristi od radova na rehabilitaciji i obnovi domova. Što se tiče razvoja ljudskih resursa, <u>komponenta B</u> je koncipirana tako da se izvrši obuka oko 18 500 nastavnika i drugog osoblja, od čega oko 2 400 nastavnika u predškolskoj nastavi, 15 100 nastavnika u školama, 600 direktora škola i preko 400 članova drugog specijalizovanog stručnog osoblja koje radi u oblasti ranog obrazovanja.</p> <p>Šire posmatrano, pored ciljanih korisnika, u ovom Projektu će se kombinovati aktivnosti od kojih će koristi imati svi učenici srednjih škola i studenti fakulteta, uključujući i one iz ranjivih grupa i učenike/studente sa posebnim potrebama u ciljanim opštinama, obezbeđenjem boljeg smeštaja, ne samo u smislu kapaciteta već i kroz poboljšan pristup, bezbednost i higijenske uslove u zgradama. Uz to, svi ciljani nastavnici i drugo osoblje imajuće koristi od obuke, čime se obezbeđuju dugoročne koristi za svu upisanu decu.</p>

**Dodatak 2a**

**PRATEĆE PISMO ZA ZAJAM SA FIKSnom KAMATNOM STOPOM  
U EVRIMA (ŠABLON)**

F/P 1746 (2011) – [broj] Tranša

**BANKA ZA RAZVOJ SAVETA EVROPE**

***PRATEĆE PISMO***

Uz Okvirni ugovor o zajmu od [datum]

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 uslovi dogovoreni za [broj] tranšu u skladu sa članom [broj] pomenutog Okvirnog ugovora o zajmu.

Iznos zajma	<b>EUR [iznos]</b>
Dospeće	[broj] – godina konačnog dospeća sa [broj] godina grejs perioda
Fiksna kamatna stopa	<b>[broj procenata] [neto] godišnje</b>
Plaćanje kamate	Polugodišnje/godišnje u zaostatku
Računanje dana	30/360 nepodešeno, Konvencija o modifikovanom narednom radnom danu
Radni dan	Kao što je definisano u Okvirnom ugovoru o zajmu
Datum isplate	[datum]
Uputstva za plaćanje (Zajmoprimac)	Račun broj [broj] kod [ime banke i grad]. SWIFT CODE: [šifra] preko [ime korespondentske banke i grad] SWIFT CODE: [šifra]
Uputstva za plaćanje (BSE)	Kao u članu 3.4 Okvirnog ugovora o zajmu
Plaćanja kamate i glavnice se vrši u skladu sa priloženim Planom otplata. Kamata se prvi put plaća dana [datum], a glavnica se prvi put otplaćuje dana [datum].	
Sva plaćanja se vrše na račun BSE-a u skladu sa gore opisanim Uputstvima 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 Zajmoprimec potpisali dana [datum].

Ovo prateće pismo stupa na snagu kada ga potpišu Zajmoprimec i BSE.

[Grad, datum]  
**Za Banku za razvoj**  
**Saveta Evrope**

[Grad, datum]  
**Za Republiku Srbiju**

**Dodatak 2b**

**PRATEĆE PISMO ZA ZAJAM SA PLIVAJUĆOM KAMATNOM STOPOM U EVRIMA  
(ŠABLON)**

F/P 1746 (2011) – [broj] Tranša

**BANKA ZA RAZVOJ SAVETA EVROPE**

***PRATEĆE PISMO***

Uz Okvirni ugovor o zajmu od [datum]

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 uslovi dogovoreni za [broj] tranšu u skladu sa članom [broj] pomenutog Okvirnog ugovora o zajmu.

Iznos zajma	<b>EUR [iznos]</b>
Dospeće	[broj] –godina konačnog dospeća sa [broj] godina grejs perioda
EURIBOR	Kao što je definisano u Okvirnom ugovoru o zajmu
Plivajuća kamatna stopa	<b>EURIBOR 3 ili 6 meseci uvećan ili umanjen za [broj] baznih poena godišnje</b> (Telerate [referenca] ili Reuters [referenca])
Plaćanje kamate	Polugodišnje/godišnje u zaostatku
Računanje dana	Aktuelno/360, Konvencija o modifikovanom narednom radnom danu
Radni dan	Kao što je definisano u Okvirnom ugovoru o zajmu
Datum isplate	[datum]
Uputstva za plaćanje (Zajmoprimac)	Račun broj [broj] kod [ime banke i grad]. SWIFT CODE: [šifra] preko [ime korespondentske banke i grad] SWIFT CODE: [šifra]
Uputstva za plaćanje (BSE)	Kao u članu 3.4 Okvirnog ugovora o zajmu
Kamatna stopa će se obračunavati za svaki [broj] mesečni period, počevši od datuma isplate. Kamata će se određivati dva radna dana pre svakog novog kamatnog perioda. BSE će obaveštavati Zajmoprimca o kamati koja se plaća svakih [broj] meseci. Plaćanje kamate	

vršiće se na [dan, mesec]<sup>4</sup> svake godine, a prvi put [datum]. **[spisak datuma otplate i iznosa glavnice za svaki datum]**

Sva plaćanja se vrše na račun BSE-a u skladu sa gore opisanim Uputstvima 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].

Ovo prateće pismo stupa na snagu kada ga potpišu Zajmoprimac i BSE.

[Grad, datum]  
Za Banku za razvoj  
Saveta Evrope

[Grad, datum]  
Za Republiku Srbiju

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<sup>4</sup> Наводе се 4 датума за кварталне уплате и 2 датума за полу-годишње уплате

**Dodatak 3**

**Sadržaj**

- Narativni izveštaj o monitoringu
- Tabela 3a: Troškovi komponenti
- Tabela 3b: Plan nabavke
- Tabela 3c: Spisak dodeljenih ugovora
- Tabela 3d: Korišćenje BSE zajma
- Tabela 3e: Izvori finansiranja

### Narativni izveštaj o monitoringu

#### **F/P 1746 (2011)**

za izgradnju, rehabilitaciju i opremanje studentskih domova u državnom vlasništvu i vršenje obuke nastavnog i drugog osoblja u Srbiji

#### **Kratak prikaz statusa Projekta**

<b>Ukupna prihvatljiva predračunska vrednost Projekta (bez PDV-a i drugih poreza):</b> 50 miliona evra <b>Odobreni iznos BSE zajma:</b> 28,5 miliona evra <b>Maks. % učešće:</b> 57% od ukupnih prihvatljivih troškova	<b>Ciljevi:</b> Opšti cilj Projekta je da se: (iii) Poboljša pristup državnim domovima, kao i da se unaprede životni, bezbednosni i higijenski uslovi u državnim domovima za smeštaj srednjoškolaca i studenata. (iv) Poboljša kvalitet predškolskog obrazovanja, kao i obrazovanja u osnovnim i srednjim školama kroz sprovođenje programa stručnog usavršavanja i obuke nastavnika, direktora i osoblja u oblasti inkluzivnog obrazovanja.
<b>% BSE zajma isplaćenog na [datum]</b> <b>Prosečna isplata % godišnje: ... %</b>	<b>Pregled isplata (kraj perioda)</b> (Priložiti ažurirane informacije o isplatama) Tekući (period) <b>mil evra</b> Predviđeni (period) <b>mil evra</b>
<b>Ostali planirani izvori finansiranja:</b>	<b>Pregled isplata (kraj perioda)</b> (Priložiti ažurirane informacije o isplatama) Tekući (period) <b>mil evra</b> Predviđeni (period) <b>mil evra</b>
<b>Efektivni datum završetka:</b> <b>Datum zaključenja:</b> 30. juni 2015.	<b>Godine implementacije:</b>

**1. Kratak prikaz statusa Projekta:**

Status implementacije do danas je sledeći:

**Komponenta A:** izgradnja, rehabilitacija i opremanje domova

- (a) **Status/Napredak**
- (b) **Problemi**
- (c) **Preporuke/izmene uvedene kako bi se rešili problemi**

**Komponenta B:** Stručno usavršavanje i obuka nastavnog i drugog osoblja

- (a) **Status/Napredak**
- (b) **Problemi**
- (c) **Preporuke/izmene uvedene kako bi se rešili problemi**

**2. Upravljanje projektom:**

- (a) **Problemi**
- (b) **Preporuke/izmene uvedene kako bi se rešili problemi**

**3. Transparentnost BSE-a:**

*(Javno oglašavanje, table na gradilištima, članci u medijima/novinama: spisak članaka, izvor, datumi i strane članaka u kojima se spominje BSE i/ili drugi partneri; prevod članaka u kojima se spominje BSE i/ili drugi partneri iz perspektive kvaliteta)*

Tabela 3a – TROŠKOVI KOMPONENTA

U RSD (bez PDV-a)

PROJEKAT: F/P 1746 (2011) – Obrazovanje za socijalnu inkluziju Datum Izveštaja o napretku \_\_\_\_\_

OPIS KOMPONENTA	NASTALI RASHODI			BUDUĆI RASHODI		UKUPNO TROŠKOVA	PROMENE (KOMENTARI)
	GODINA1*	GODINA 2*	UKUPNO	Rashodi koji treba da nastanu do završetka Projekta	od njih, rashodi u narednih šest meseci		
	A	B		C = A + B			
<b>Komponenta A: Izgradnja, rekonstrukcija i oprema u domovima<sup>1</sup></b>							
1	Naziv	Lokacija					
2							
<b><i>Ukupno Komponenta A</i></b>							
<b>Komponenta B: Profesionalni razvoj i obuka nastavnika i osoblja</b>							
1	Bruto honorari predavača						
2	Troškovi prevoza u smeštaju (predavači i učesnici)						
3	Svi materijali						
4	Ishrana i osvežavajuća pića (predavači i učesnici)						
5	Ostalo						
<b><i>Ukupno Komponenta B</i></b>							
<b>Tehnička pomoć za sprovođenje Projekta</b>							
<b>Upravljanje Projektom i njegovo funkcionisanje</b>							
<b>SVE UKUPNO</b>							

\* Molimo da zamenite kolone pod naslovom "GODINA 1", "GODINA 2" odgovarajućom godinom i dodajte kolone u toku sprovođenja Projekta da biste naveli nastale rashode na godišnjem nivou

<sup>1</sup> Molimo da dodate koliko god treba linija da biste pokrili sve domove koji se finansiraju preko Projekta

TABELA 3b – PLAN NABAVKE ZA XXXX GODINU

PROJEKAT: F/P 1746 (2011) – Obrazovanje za socijalnu inkluziju

Datum Izveštaja o napretku: \_\_\_\_\_

**1. Građevinski radovi**

1	2	3	4	5	6	7	8	9	10	11	12
Referentni br.	Opis ugovora	Procenjeni troškovi Valuta	Procenjeni troškovi EURO	Broj partija	Metod nabavke	Prednost domaćem (da/ne) %	Ocena od strane banke (PRE/) POSLE)	Očekivani datum lansiranja ponuda	Očekivani datum otvaranja ponuda	Očekivani datum evaluacije ponuda	Očekivani datum potpisiva- nja ugovora

**2. Roba**

1	2	3	4	5	6	7	8	9	10	11	12
Referentni br.	Opis ugovora	Procenjeni troškovi Valuta	Procenjeni troškovi EURO	Broj partija	Metod nabavke	Prednost domaćem (da/ne) %	Ocena od strane banke (PRE/) POSLE)	Očekivani datum lansiranja ponuda	Očekivani datum otvaranja ponuda	Očekivani datum evaluacije ponuda	Očekivani datum potpisiva- nja ugovora

**3. Usluge**

1	2	3	4	5	6	7	8	9	10	11	12
Referentni br.	Opis ugovora	Procenjeni troškovi Valuta	Procenjeni troškovi EURO	Broj partija	Metod nabavke	Prednost domaćem (da/ne) %	Ocena od strane banke (PRE/) POSLE)	Očekivani datum lansiranja ponuda	Očekivani datum otvaranja ponuda	Očekivani datum evaluacije ponuda	Očekivani datum potpisiva- nja ugovora

Napomena: Ocenu od strane banke popuniće BSE (Banka za razvoj Saveta Evrope)

Napomena: Kolona "Prednost domaćem" treba da se popuni samo u slučaju metode nabavke po ICB proceduri (Međunarodno javno nadmetanje.) U slučaju drugih metoda nabavke, molimo unesite N/A (nema).

### TABELA 3c – LISTA DODELjENIH UGOVORA

ZEMLJA: SRBIJA

PROJEKAT: F/P 1746 (2011)

## **NAZIV: Obrazovanje za socijalnu inkluziju**

ZAJMOPRIMAC: Republika Srbija

Bez PDV-a

<sup>1</sup> CTV = Ekvivalentna vrednost u EUR po kursu koji važi na dan zaključivanja ugovora

<sup>2</sup> Skraćenice koje treba koristiti: **W** za radove, **G** za robu i **S** za usluge.

<sup>3</sup> Skraćenice koje treba koristiti za procedure u međunarodnim nabavkama: **OP** = Otvoreni postupak; **RP** = Restriktivni postupak; **CD** = Kompetitivni dijalog **NPP** = Pegovarački postupak sa objavljivanjem javnog poziva; **NPNP** = Pegovarački postupak bez objavljivanja javnog poziva.

Skraćenice koje treba koristiti za procedure u nabavkama na nacionalnom nivou:**NCT** = Nacionalno javno nadmetanje; **DC** = Direktno ugovaranje (podleže prethodnom odobrenju BSE); **SH**

= Kupovanje; **BOR** = Sopstveni resursi zajmoprimeca  
<sup>4</sup> OTV = Elektronsko prodajece i EUR je Euro količina dan plaćanja

### TABELA 3c - LISTA DODELJENIH

ZEMLJA: SRBIJA

PROJEKAT: F/P 1746 (2011)

NAZIV: Obrazovanje za socijalnu inkluziju

**ZAJMO PRIMAC:** Republika Srbija

**Exempi klijent: Kopavon  
napretku:**

Bez PDV-a

Datum Izveštaja o

<sup>1</sup> CTV = Ekvivalentna vrednost u EUR po kursu koji važi na dan zaključivanja ugovora

<sup>2</sup> Skraćenice koje treba koristiti: **W** za radove, **G** za robu i **S** za usluge.

<sup>3</sup> Skraćenice koje treba koristiti za procedure u međunarodnim nabavkama: OP = Otvoreni postupak; RP = Restriktivni postupak; CD = Kompetitivni dijalog NPP = Pegovarački postupak sa objavljivanjem javnog poziva; NPNP= Pregovarački postupak bez objavljuvanja javnog poziva.

Skracenice koje treba koristiti za procedure u nabavkama na nacionalnom nivou:NCT = Nacionalno javno nadmetanje; DC = Direktno ugovaranje (podleže prethodnom odobrenju BSE); SH = Kupovanje; BOR = Sopstveni resursi zajimoprimeca

4 CTV = Ekvivalentna vrednost u EUR po kursu koji važi na dan plaćanja

4.0V = Equivalent V<sub>mean</sub> at ESR peak

#### TABELA 3d – KORIŠĆENje ZAJMA BSE

**PROJEKAT: F/P 1746 (2011) – Obrazovanje za socijalnu inkluziju  
ODOBRENI ZAJAM: 28 500 000 EUR**

**% FINANSIRANJA OD STRANE BANKE:** do 57%

Datum Izveštaja o napretku: \_\_\_\_\_

TABELA 3e – FINANSIJSKI IZVORI

**PROJEKAT: F/P 1746 (2011) – Obrazovanje za socijalnu inkluziju**  
napretku:  
*u EUR (bez PDV-a)*

Datum Izveštaja o

IZVORI FINANSIRANJA	DOBIJENA SREDSTVA			SREDSTVA KOJA TREBA DOBITI		UKUPNO FINANSIRANJE	% dobijen po izvorima finansiranja	% učešća po finansijerima
	GODINA 1*	GODINA 2*	UKUPNO	Po završetku	Očekuje se da će se dobiti u tekućoj godini			
	1	2	3 = 1 + 2	4	5			
Doprinos BSE						6 = 3 + 4	7 = 3/6	8
Državni budžet								
UKUPNO								

\* Molimo da zamenite kolone pod naslovom "GODINA 1", "GODINA 2" odgovarajućom godinom i dodajte kolone u toku sproveđenja Projekta da biste naveli nastale rashode na godišnjem nivou

ZEMLJA: SRBIJA

PROJEKAT: F/P 1746 (2011) – Obrazovanje za socijalnu inkluziju

TEHNIČKI POKAZATELJI: IZVEŠTAJ O ISHODU

(1) (1) (2)

Komponenta A		Koncept	Jedinica	Situacija pre Projekta	Cilj Projekta	Ishod
Ukupan kapacitet učeničkih i studentskih domova	srednja škola	Ukupan broj kreteta na raspolaganju za učenike u zemlji	broj			
	Univerzitet	Ukupan broj krevera na raspolaganju za studente u zemlji	broj			
Pristup za učenike i studente sa hendikepom	Srednja škola	Broj domova sa pristupom za učenike sa hendikepom, kao procenat u ukupnom broju	%			
	Univerzitet	Broj domova sa pristupom za studente sa hendikepom kao procenat u ukupnom broju	%			
Uštede u energiji i održivost	Srednja škola	Broj zgrada u skladu sa merama za uštetu energije i ispunjavanjem uslova iz Zakona o zaštiti životne sredine, kao procenat u ukupnom broju	%			
	Univerzitet	Broj zgrada u skladu sa merama za uštetu energije i ispunjavanjem uslova iz Zakona o zaštiti životne sredine, kao procenat u ukupnom broju	%			
Zadovoljavanje potreba za domovima	Srednja škola	Broj zahteva učenika koji zadovoljavaju uslove, kao procenat u ukupnom broju zahteva učenika	%			
	Univerzitet	Broj zahteva studenata koji zadovoljavaju uslove, kao procenat u ukupnom broju zahteva studenata	%			
Ranjivi učenici i studenti /učenici i studenti sa hendikepom	Srednja škola	Procenat ranjivih učenika/učenika sa hendikepom koji imaju pristup u domove koji se finansiraju preko Projekta, u ukupnom broju učenika u domovima koji se finansiraju preko Projekta	%			
	Univerzitet	Procenat ranjivih studenata/studenata sa hendikepom koji imaju pristup u domove koji se finansiraju preko Projekta, u ukupnom broju učenika u domovima koji se finansiraju preko Projekta	%			

Komponenta B		Koncept	Jedinica	Tekuće	Cilj	Ishod
Završetak 112 sati programa obuke o socijalnoj inkluziji u 82 ciljne opštine	Vaspitači u pripremnom predškol. programu	Procenat vaspitača iz 82 opštine koji su završili program				
	Nastavnici u osnovnoj školi	Procenat nastavnika iz 82 opštine koji su završili program				
	Direktori škola	Procenat direktora iz 82 opštine koji su završili program				
	Ostalo osoblje	Procenat direktora iz 82 opštine koji su završili program				

(1) Informacije ko je treba obezrediti pre prve sednice, (2) Informacije koje treba obezrediti po završetku projekta

TEHNIČKI POKAZATELJI: MONITORING EFIKASNOSTI REALIZACIJE

ZEMLJA: SRBIJA

Projekat: F/P 1746 (2011) – Obrazovanje za socijalnu inkluziju

Komponenta A		Cilj	2011			2012			2013			2014			2015		
Broj učeničkih i studentskih domova izgrađenih/proširenih	Srednja škola		Faza projektovanja	U izgradnji	Završeno	Faza projektovanja	U izgradnji	Završeno	Faza projektovanja	u IZRADNJI	Završeno	Faza projektovanja	u izgradnji	Završeno	Faza projektovanja	U izgradnji	Završeno
	univerzitet																
	Srednja škola																

Komponenta B		Cilj	2011	2012	2013	2014	2014
Broj članova osoblja u 82 ciljne opštine koji završavaju 7-dnevnu obuku	Vaspitači u prip. predškol. programu						
	Nastavnici u osnovnim školama						
	Direktori škola						
	Direktori škola						
Broj članova osoblja u 82 ciljne opštine koji završavaju 14-dnevnu obuku ili 112 sati programa obuke o socijalnoj inkluziji	Vaspitači u prip. predškol. programu						
	Nastavnici u osnovnim školama						
	Direktori škola						
	Direktori škola						

(1) Informacije koje treba obezbediti pre prve isplate; (2) informacije koje treba obezdatiti po završetku projekta

### **Član 3.**

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

## O B R A Z L O Ž E N J E

### I. USTAVNI OSNOV ZA DONOŠENJE ZAKONA

Ustavni osnov za donošenje ovog zakona sadržan je u odredbi člana 99. stav 1. tačka 4. Ustava Republike Srbije, kojom je propisano da Narodna skupština potvrđuje međunarodne ugovore kad je zakonom predviđena obaveza njihovog potvrđivanja.

### II. RAZLOZI ZA POTVRĐIVANJE SPORAZUMA

Republika Srbija je uputila zahtev Banci u vezi odobrenja zajma u iznosu od 28.500.000 evra, za delimično finansiranje projekta „Obrazovanje za socijalnu inkluziju“ (u daljem tekstu: Projekat), radi povećanja pristupa i poboljšanja uslova života u državnim domovima (izgradnja, renoviranje i opremanje) za učenike srednjih škola i studente univerziteta, kao i poboljšanja kvaliteta predškolskog, osnovnog i srednjeg obrazovanja, kroz realizaciju programa stručnog usavršavanja i obuke za nastavnike i druge zaposlene.

U skladu sa unutrašnjim aktima, Administrativni savet Banke je odobrio finansiranje predmetnog projekta na svojoj 272. sednici održanoj 16. septembra 2011. godine, pod brojem F/P 1746/2011.

Projektom je predviđeno sprovođenje investicionih aktivnosti sa ciljem izgradnje, renoviranja i opremanja domova za učenike srednjih škola i studente univerziteta u deset gradova u Srbiji (Komponenta A), kao i stručno usavršavanje i obuka nastavnika i drugog osoblja za rad sa decom iz osetljivih grupa i decom sa posebnim potrebama (Komponenta B).

Ukupna vrednost Projekta je oko 50.000.000 evra, a učešće Banke u njegovom finansiranju ograničeno je na iznos do 57% ukupne vrednosti Projekta, tj. 28.500.000 evra.

Zaključkom 05 Broj: 48-10063/2011 od 29. decembra 2011. godine, Vlada je utvrdila Osnovu za vođenje pregovora sa Bankom u vezi odobravanja zajma, neophodnog za sprovođenje predmetnog projekta i odredila delegaciju Republike Srbije, čiji je zadatak da sa Bankom obavi pregovore.

Pregovori radi zaključenja Okvirnog sporazuma o zajmu između Republike Srbije i Banke za razvoj Saveta Evrope održani su od 9. do 24. januara 2012. godine.

Tokom pregovora izražena je obostrana spremnost da do zaključenja sporazuma dođe što pre, kako bi se potom okončala procedura neophodna za njegovo potpisivanje, a zatim i potvrđivanje u Narodnoj skupštini, što je preduslov njegovog stupanja na snagu i početka realizacije. U tom cilju, obostrano konstruktivno su razmotrena sva sporna pitanja i postignuta je saglasnost dve strane o tekstu u celini.

Zakonom o budžetu Republike Srbije za 2011. godinu u članu 3. B. III. T. 5. predviđeno je da će Republika Srbija odobriti sufinansiranje projektnog i programskega zajma Banke za razvoj Saveta Evrope, i to u iznosu od 45.000.000 evra, za projekat „Obrazovanje za socijalnu inkluziju“.

Na osnovu Zaključka Vlade 05 Broj: 48-501/2012 od 14. februara 2012. godine, zaključen je, dana 16. februara 2012. godine, Okvirni sporazum sa Bankom za razvoj Saveta Evrope, koji stupa na snagu nakon potvrđivanja.

Projektom je predviđeno sprovođenje sledećih aktivnosti, podeljenih u dve komponente, i to:

- Komponenta A: Izgradnja, renoviranje i opremanje domova za učenike srednjih škola i studente univerziteta u deset gradova u Srbiji.

- Komponenta B: Stručno usavršavanje i obuka nastavnika i drugog osoblja za rad sa decom iz osetljivih grupa i decom sa posebnim potrebama.

Projekat je pripremljen od strane Ministarstva prosvete i nauke, koje će biti zaduženo za njegovo sproveđenje, uz saradnju sa drugim resornim ministarstvima.

### III. OBJAŠNjENjE OSNOVNIH PRAVNIH INSTITUTA I POJEDINAČNIH REŠENjA

Odredbom člana 1. Predloga zakona predviđa se potvrđivanje Sporazuma od 16. februara 2012. godine.

Odredba člana 2. Predloga zakona sadrži tekst Sporazuma, u originalu na engleskom jeziku i u prevodu na srpski jezik.

Odredbom člana 3. Predloga zakona uređuje se stupanje na snagu zakona.

### IV. PROCENA IZNOSA FINANSIJSKIH SREDSTAVA POTREBNIH ZA SPROVOĐENjE ZAKONA

Za sproveđenje ovog zakona potrebno je obezbediti nefinansijska, kao i finansijska sredstva u budžetu Republike Srbije, u iznosu od 43% od vrednosti Projekta.

### V. RAZLOZI ZA DONOŠENjE ZAKONA PO HITNOM POSTUPKU

Razlozi sa donošenje ovog zakona po hitnom postupku, saglasno članu 167. Poslovnika Narodne skupštine („Službeni glasnik RS”, br. 52/10 i 13/11), proizilaze iz činjenice da su aktivnosti u vezi implementacije Projekta, uslovljene stupanjem na snagu zakona o potvrđivanju navedenog sporazuma.