

Z A K O N

O POTVRĐIVANJU OKVIRNOG SPORAZUMA IZMEĐU REPUBLIKE SRBIJE I EVROPSKE INVESTICIONE BANKE KOJIM SE REGULIŠU AKTIVNOSTI EIB U REPUBLICI SRBIJI

Član 1.

Potvrđuje se Okvirni sporazum između Republike Srbije i Evropske investicione banke kojim se regulišu aktivnosti EIB u Republici Srbiji, potpisan 11. maja 2009. godine u Beogradu.

Član 2.

Tekst Okvirnog sporazuma između Republike Srbije i Evropske investicione banke kojim se regulišu aktivnosti EIB u Republici Srbiji, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

REPUBLIC OF SERBIA - EUROPEAN INVESTMENT BANK

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FRAMEWORK AGREEMENT

between the

REPUBLIC OF SERBIA

and the

EUROPEAN INVESTMENT BANK

governing EIB's activities in the Republic of Serbia

Belgrade, 11 May 2009

the **REPUBLIC OF SERBIA**, represented by the Minister of Finance, Mrs. Diana Dragutinovic, on the one part, and

the **EUROPEAN INVESTMENT BANK**, represented by the Vice President, Mr. Dario Scannapieco, on the other part,

Desiring, within the framework of the Decisions of the Council of the European Union and/or of the governing bodies of the European Investment Bank (hereinafter referred to as "**the Bank**") to facilitate the financing by means of loans, guarantees and other instruments by the Bank for investment projects of interest to the Republic of Serbia and for that purpose to extend certain protection to such projects and to ensure certain rights and privileges for the Bank,

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Definitions

For the purposes of this agreement (hereinafter "**Agreement**"):

"**Beneficiary**" (or collectively "**Beneficiaries**") means any person, whether the Republic of Serbia itself, a natural person or a person established under private or public law, receiving the benefit of financing by means of a loan, a guarantee or other instruments provided by the Bank for any Project, including but not limited to a borrower from the Bank, its guarantor, a lender guaranteed by the Bank and its borrower or an owner of a Project;

"**Project**" (or collectively "**Projects**") means any investment project, which the Bank finances directly or through an intermediary or benefits from a loan which is guaranteed by the Bank, and which satisfies the following criteria:

- (i) it is located in, or its financing by the Bank is effected in or through, the territory of the Republic of Serbia, and
- (ii) the Government of the Republic of Serbia requests the financing of the Bank for it or acknowledges that the financing falls within the scope of this Agreement,

where the Bank agrees to the financing on a date after the date of entry into force of this Agreement or expressly in expectation of its execution or entry into force;

"**Tax**" means any tax, imposition, duty, levy, withholding or fiscal charge whatsoever, whether national, regional, local, direct or indirect, or imposed by or within the Republic of Serbia.

ARTICLE 2

The Bank's Activity

The Bank may freely pursue within the territory of the Republic of Serbia the activities envisaged by its Statute including but not limited to the granting of loans and/or guarantees for the financing of a Project and/or the borrowing of funds under the laws and regulations of the Republic of Serbia, by means of all instruments permitted thereby, and the holding, use and disposal of such funds and the operation of accounts in any currency. In particular it may, on the basis of its appraisal of a Project, decide whether, and on which terms and conditions, to grant a loan and/or a guarantee in support of it.

ARTICLE 3

Taxation of the Bank

Interest and all other payments due to the Bank and arising out of activities envisaged by this Agreement, as well as revenues of the Bank connected with such activities and the assets of the Bank, shall be exempt from Tax. No activity of the Bank in the territory of the Republic of Serbia envisaged by this Agreement shall, of itself, render the Bank or its assets subject to Tax.

ARTICLE 4

Currency Convertibility

Throughout the life of any financial operation concluded pursuant to Article 2 of this Agreement the Republic of Serbia shall:

- (a) ensure: (i) that Beneficiaries may convert into any fully convertible currency, at the prevailing market exchange rate, the amounts in the national currency of the Republic of Serbia necessary for the timely payment of all sums due to the Bank in respect of loans and guarantees in connection with any Project; and (ii) that such amounts shall be freely, immediately and effectively transferable outside the territory of the Republic of Serbia in accordance with the terms of the relevant contractual or other instrument;
- (b) ensure: (i) that the Bank may convert into any fully convertible currency, at the prevailing market exchange rate, the amounts in the national currency of the Republic of Serbia received by the Bank by way of payments arising in respect of loans and guarantees or any other activity and that the Bank may freely, immediately and effectively transfer the amounts so converted outside the territory of the Republic of Serbia to such bank accounts as the Bank may freely determine; or, at the Bank's option, (ii) that it may freely dispose of such amounts within the territory of the Republic of Serbia; and, (iii) that the Bank may convert into the national currency of the Republic of Serbia, at the prevailing market exchange rate, any amounts denominated in any fully convertible currency.

ARTICLE 5

Treatment of Projects

The Republic of Serbia shall ensure that Projects, as well as contracts awarded for the execution thereof, benefit, in respect of fiscal, customs and other matters, from treatment no less favourable than that which is accorded to projects or contracts financed and/or guaranteed by any international financial institution or accorded under any bilateral agreement in respect of such matters or under national legislation, whichever is the most favourable.

The Republic of Serbia shall grant to each Project full and constant protection and security against expropriation and strife insofar as is necessary to preserve the capacity of the Project to generate income which is necessary to service the debt incurred in connection with the Project.

ARTICLE 6

Public Tendering

The Bank may make its financing of Projects conditional upon the arrangements for participation in tenders and other competitive procedures for the award of contracts being in accordance with the Bank's rules and procedures in force from time to time.

ARTICLE 7

The Bank's Status and Treatment

The Bank shall enjoy full juridical personality in the territory of the Republic of Serbia, including in particular the capacity to contract, to acquire and dispose of movable and immovable property and to be party to legal proceedings.

The Bank shall enjoy in respect of its activities in the territory of the Republic of Serbia the treatment accorded to the international institution which is most favoured in respect of any such activity or, if that is more favourable, the treatment accorded under any international agreement covering such activities.

In particular, the Bank shall have free access to the national financial market in the Republic of Serbia, and its obligations and securities and other comparable financial instruments shall be treated on terms, including terms as to Tax treatment, at least as favourable as those accorded to public bodies of the Republic of Serbia, including, but not limited to, the Republic of Serbia itself, and the most favoured international financial institution.

ARTICLE 8

The Bank's Privileges and Immunities

The assets of the Bank shall be exempt:

- (a) from search and all forms of expropriation;
- (b) from the levy or imposition of any measure of execution or distraint prior to the award of a final, unappealable judgement against the Bank, rendered by a court of competent jurisdiction.

Representatives of the Bank, while they are engaged in activities connected with or in implementation of this Agreement, shall enjoy at least the following immunities and privileges:

- (a) immunity from legal and administrative proceedings including, but not limited to, immunity from any form of arrest or detention in respect of acts performed by them in their official capacity, except in cases where the Bank waives such immunity;
- (b) diplomatic privileges and facilities accorded by the Republic of Serbia for official communications, for the transmission of documents and travel.

The Republic of Serbia hereby recognizes the identification document issued by the President of the Bank to its officials and other servants and, provided that these persons enter the territory of the Republic of Serbia with a valid national travel document, the Republic of Serbia shall exempt them from immigration restrictions and alien registration formalities for a period which shall not exceed ninety (90) days.

ARTICLE 9

Settlement of Disputes over Activities of the Bank

The Republic of Serbia undertakes, in respect of any dispute arising between the Bank and a Beneficiary or any third party regarding the activities of the Bank envisaged by this Agreement : (i) to ensure that the courts of the Republic of Serbia have the authority to recognise a final decision delivered by due process by a court or tribunal of competent jurisdiction, including the Court of Justice of the European Communities or any national court of a Member State of the European Community (hereinafter "**EC**"); and (ii) to ensure the execution of any such decision in accordance with its applicable national rules and procedures.

ARTICLE 10

Subrogation

The rights conferred on the Bank by this Agreement may be enjoyed and exercised: (i) by the Bank both in its own name and, to the extent that the EC has made payment to the Bank in respect of any guarantee or insurance concerning any activity envisaged by this Agreement, as representative of the EC; or (ii) as the case may be, by the EC itself by virtue of a right of subrogation.

ARTICLE 11

Co-operation

The Republic of Serbia agrees to aim to respond in general within thirty (30) days to requests made by the Bank for its acknowledgement that a Project falls within the scope of this Agreement. The Republic of Serbia furthermore undertakes to inform the Bank in a timely manner of any measure or proposed measure on its part, or of any other circumstance, such as may be reasonably expected to affect materially the rights and interests of the Bank under this Agreement.

ARTICLE 12

Settlement of Disputes over this Agreement

Any dispute, disagreement, controversy or claim arising in connection with the existence, validity, interpretation, implementation or termination of this Agreement (together referred to as a "**Dispute**") shall to the extent possible be settled by agreement between the Republic of Serbia and the Bank.

If the Dispute cannot be amicably settled by the Republic of Serbia and the Bank within sixty (60) days of the notification of the Dispute by either of those parties, the Dispute shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration involving International Organizations and States in effect at the date of this Agreement, by application of the provisions of this Agreement, as supplemented by the applicable rules of international law. The parties may, however, agree to replace this procedure by another.

The number of arbitrators shall be three. The language of the arbitral procedure shall be English. The arbitration proceedings shall take place in the Hague, the Netherlands. The nominating authority shall be the Secretary-General of the Permanent Court of Arbitration.

Unless otherwise agreed, all submissions shall be made and all hearings shall be completed within six (6) months of the constitution of the arbitral tribunal. The tribunal shall render its decision within sixty (60) days following the delivery of the final submissions.

The submission of a Dispute to settlement by arbitration does not imply the waiver by the Bank of any privilege or right of immunity under applicable law.

ARTICLE 13

Entry into force

This Agreement is an international agreement and shall enter into force between the parties in accordance with the principles of international law upon the day following the date on which the Bank confirms to the Government of the Republic of Serbia its receipt of (i) the diplomatic notification of this Agreement; and (ii) a legal opinion on behalf of the the Republic of Serbia acceptable to the Bank as to the legal force of this Agreement.

Upon its entry into force this Agreement shall (i) replace the Framework Agreement governing EIB's activities in the Federal Republic of Yugoslavia signed on 13 December 2001 between the Federal Republic of Yugoslavia and the Bank which was ratified by the law published on the Official Gazette of the Federal Republic of Yugoslavia - International Treaties - No. 02 dated 1st of March 2002; and (ii) apply also to Projects previously covered by the said Framework Agreement.

ARTICLE 14

Expiry

This Agreement is concluded for an unlimited period of time.

The Bank may by a six (6) month prior notice to the Republic of Serbia terminate this Agreement or release it from all or any of its obligations under this Agreement. Unless otherwise stated, the giving of any such notice shall not affect the rights and interests acquired by the Bank in respect of Projects and financial operations outstanding at the date of the notice.

The Republic of Serbia may by a six (6) month prior notice to the Bank terminate this Agreement. The giving of any such notice shall not affect the rights and interests acquired by the Bank in respect of Projects and financial operations outstanding at the date of taking effect of such notice in the territory of the Republic of Serbia.

The provisions of this Agreement may be modified by the Republic of Serbia and the Bank by mutual agreement.

ARTICLE 15

Disclosure

The Republic of Serbia agrees that disclosure of this Agreement to third parties involved in a Project under this Agreement is authorised and will not violate any applicable regulation or ruling of any competent governing body.

ARTICLE 16

Address for Communications

The parties agree that any communication arising in the course of the operation of this Agreement may be addressed to their respective addresses set out as follows:

for the Republic of Serbia: Ministry of Finance
Kneza Miloša 20
11000 Belgrade
Republic of Serbia

for the Bank: 100 Boulevard Konrad Adenauer
L-2950 Luxembourg.

IN WITNESS WHEREOF the undersigned, duly authorised thereto, have signed four (4) originals of the present Agreement, one (1) in the official language used in the Republic of Serbia and three (3) in the English language, the four (4) texts being equally authentic but in case of differences in interpretation the English text shall prevail, each page having been initialled by Mr. Zoran Čirović, on behalf of the Republic of Serbia and by Ms Katerina Neonaki, on behalf of the Bank.

Belgrade, 11 May 2009

Signed for and on behalf of the
REPUBLIC OF SERBIA
The Minister of Finance

Signed for and on behalf of the
EUROPEAN INVESTMENT BANK
The Vice President

Diana Dragutinovic, s.r.

Dario Scannapieco, s.r.

OKVIRNI SPORAZUM
između
REPUBLIKE SRBIJE
i
EVROPSKE INVESTICIONE BANKE
kojim se regulišu aktivnosti EIB u Republici Srbiji

Beograd, 11. maj 2009. godine

Republika Srbija, koju zastupa, dr Diana Dragutinović, ministar finansija,
s jedne strane i

Evropska investiciona banka, koju zastupa g-din Dario Scannapieco,
potpredsednik,

s druge strane,

U želji da se, u okviru Odluka Saveta Evropske unije, odnosno upravnih tela Evropske investicione banke (u daljem tekstu: Banka) omogući finansiranje putem davanja zajmova, izdavanja garancija ili drugih instrumenata koje Banka obezbeđuje za finansiranje projekata od interesa za Republiku Srbiju, i da se u tu svrhu obezbedi određena zaštita za takve projekte, kao i prava i privilegije za Banku;

SAGLASILE SU SE O SLEDEĆEM:

Član 1.

Definicije

U smislu ovog sporazuma (u daljem tekstu: Sporazum):

„Korisnik” (ili kolektivno Korisnici) označava svako lice, bilo da je to sama Republika Srbija, fizičko lice ili pravno lice osnovano u skladu sa privatnim ili javnim pravom, koje stiče korist od finansiranja putem zajma, garancije ili nekog drugog instrumenta koji obezbeđuje Banka za bilo koji Projekat, i obuhvata, ali se ne ograničava na zajmoprimca Banke, njegovog garanta, zajmodavca za koga garanciju izdaje Banka i njegovog zajmoprimca ili vlasnika Projekta;

„Projekat” (ili kolektivno Projekti) označava svaki investicioni projekat koji Banka finansira direktno ili preko posrednika ili koji ostvaruje korist od zajma koji garantuje Banka i koji zadovoljava sledeće kriterijume:

(i) da se nalazi na teritoriji Republike Srbije ili da se njegovo finansiranje od strane Banke sprovodi na ili preko teritorije Republike Srbije, i

(ii) da je Vlada Republike Srbije zatražila od Banke njegovo finansiranje ili potvrdila da njegovo finansiranje spada u okvir ovog sporazuma,

pri čemu Banka daje saglasnost na finansiranje na neki datum posle datuma stupanja na snagu ovog sporazuma ili izričito u očekivanju potpisivanja ili stupanja na snagu ovog sporazuma;

„Porez” označava svaki porez, namet, dažbinu, obustavu ili fiskalni rashod bilo koje prirode, bez obzira na to da li je nacionalni, regionalni, lokalni, direktni ili indirektni ili je propisan od strane Republike Srbije ili u njoj.

Član 2.

Aktivnost Banke

Na teritoriji Republike Srbije, Banka može slobodno da sprovodi aktivnosti predviđene njenim Statutom, uključujući ali ne ograničavajući se na davanje zajmova, odnosno izdavanjem garancija za potrebe finansiranja Projekta, odnosno uzimanje sredstava u zajam u skladu sa zakonima i propisima Republike Srbije,

putem svih instrumenata koji su dozvoljeni u Republici Srbiji, kao i da čuva, koristi i raspolaze takvim sredstvima i obavlja aktivnosti platnog prometa u bilo kojoj valuti. Banka naročito može, na osnovu svoje procene Projekta, da odluči da li će i pod kojim uslovima da odobri zajam, odnosno izda garanciju kao podršku tom Projektu.

Član 3.

Oporezivanje Banke

Kamata i sva ostala plaćanja prema Banci koja proističu iz aktivnosti predviđenih ovim sporazumom, kao i sredstva i prihodi Banke u vezi sa navedenim aktivnostima, biće oslobođeni Poreza. Nikakva aktivnost Banke na teritoriji Republike Srbije u vezi sa bilo kojim predmetom koji je obuhvaćen ovim sporazumom neće, sama po sebi, Banci stvarati obavezu plaćanja Poreza, niti će sredstva Banke biti predmet oporezivanja.

Član 4.

Konvertibilnost valute

U toku trajanja bilo koje finansijske operacije zaključene saglasno članu 2. ovog sporazuma, Republika Srbija će:

(a) obezbediti: (i) da Korisnici mogu da konvertuju u bilo koju potpuno konvertibilnu valutu, po važećem tržišnom deviznom kursu, sredstva u nacionalnoj valuti Republike Srbije neophodna za blagovremeno plaćanje svih iznosa dospelih prema Banci po osnovu zajmova i garancija u vezi sa bilo kojim Projektom; i (ii) da ta sredstva mogu slobodno, odmah i efektivno da se transferišu van teritorije Republike Srbije u skladu sa uslovima relevantnog ugovornog ili nekog drugog instrumenta;

(b) obezbediti: (i) da Banka može da konvertuje u bilo koju potpuno konvertibilnu valutu, po važećem tržišnom deviznom kursu, sredstva u nacionalnoj valuti Republike Srbije koje Banka dobije putem plaćanja izvršenih po osnovu zajmova i garancija ili bilo koje druge aktivnosti, i da Banka može slobodno, odmah i efektivno da izvrši prenos tako konvertovanih sredstava van teritorije Republike Srbije na one račune koje Banka odredi, ili, po izboru Banke; (ii) da Banka može slobodno da raspolaze tim sredstvima na teritoriji Republike Srbije; (iii) da Banka može da konvertuje u nacionalnu valutu Republike Srbije, po važećem tržišnom deviznom kursu, bilo koje iznose izražene u bilo kojoj potpuno konvertibilnoj valuti.

Član 5.

Tretman Projekata

Republika Srbija će obezbediti da Projekti koje finansira Banka saglasno ovom sporazumu, kao i ugovori dodeljeni za njihovo izvršenje, u pogledu fiskalnih, carinskih i drugih pitanja imaju tretman koji neće biti manje povoljan od onog koji se obezbeđuje za projekte ili ugovore koje finansira ili za koje izdaje garanciju bilo koja međunarodna finansijska organizacija ili koji su ugovoreni bilo kojim bilateralnim sporazumom u vezi sa takvim pitanjima ili u skladu sa nacionalnim zakonodavstvom, zavisno od toga šta je povoljnije.

Republika Srbija će svakom Projektu dati punu i stalnu podršku i zaštitu od eksproprijacije i trudiće se koliko je potrebno da očuva sposobnost Projekta da stvara prihod koji je neophodan za servisiranje duga nastalog u vezi sa Projektom.

Član 6.

Javno nadmetanje

Banka može povremeno da uslovi svoje finansiranje Projekta dogovorima o učešću u javnim nadmetanjima i drugim konkurentnim postupcima za dodelu ugovora koji su u skladu sa pravilima i procedurama Banke važećim u tom trenutku.

Član 7.

Status i tretman Banke

Banka će imati status pravnog lica na teritoriji Republike Srbije, naročito uključujući sposobnost da zaključuje ugovore, da stiče i raspolaže pokretnom i nepokretnom imovinom i da bude strana u pravnim postupcima.

Banka će, u pogledu svojih delatnosti na teritoriji Republike Srbije, uživati tretman koji se obezbeđuje međunarodnoj instituciji koja ima najpovlašćeniji status u pogledu ma koje takve delatnosti ili, ako je to povoljnije, tretman koji se obezbeđuje prema nekom međunarodnom sporazumu koji obuhvata takve delatnosti.

Banka će naročito imati slobodan pristup nacionalnom finansijskom tržištu u Republici Srbiji, a njene obligacije, hartije od vrednosti i drugi uporedivi finansijski instrumenti dobiće tretman pod uslovima, uključujući uslove u pogledu poreskog tretmana, koji su barem podjednako povoljni kao oni koji se obezbeđuju državnim telima Republike Srbije, uključujući ali ne ograničavajući se i na samu Republiku Srbiju i najpovlašćeniju međunarodnu finansijsku organizaciju.

Član 8.

Privilegije i imunitet Banke

Sredstva Banke će biti oslobođena:

(a) od ispitivanja i svih oblika eksproprijacije;

(b) od naplate ili sprovođenja bilo kakve mere izvršenja ili zabrane pre nego što protiv Banke bude doneta konačna presuda, bez prava žalbe, koju izriče sud nadležne jurisdikcije.

Predstavnici Banke, dok su angažovani na delatnostima vezanim za ovaj sporazum ili u sprovođenju ovog sporazuma, uživaće barem sledeći imunitet i privilegije:

(a) imunitet u odnosu na pravne i upravne postupke uključujući, ali ne ograničavajući se na imunitet od bilo kog vida hapšenja ili pritvora, a u vezi sa aktivnostima koje preduzimaju u svojstvu zvaničnih predstavnika, izuzev u slučajevima kada se Banka odrekne takvog imuniteta;

(b) diplomatske privilegije i olakšice koje Republika Srbija obezbeđuje za službenu komunikaciju, prenos dokumenata i putovanje.

Republika Srbija ovim putem prihvata identifikacionu ispravu koju predsednik Banke izdaje zvaničnicima i drugim službenicima Banke, i ukoliko navedena lica uđu na teritoriju Republike Srbije sa važećom nacionalnom putnom ispravom biće oslobođena od imigracionih ograničenja, kao i od formalnosti registracije stranaca za period koji nije duži od 90 dana.

Član 9.

Rešavanje sporova u vezi sa aktivnostima Banke

Republika Srbija se obavezuje, u pogledu svakog spora koji nastane između Banke i Korisnika ili bilo koje treće strane u vezi sa aktivnostima Banke koje su predviđene ovim sporazumom (i) da obezbedi da sudovi Republike Srbije budu ovlašćeni da priznaju konačnu odluku donetu u obaveznom postupku od strane suda ili tribunala nadležne jurisdikcije, uključujući Sud pravde Evropskih zajednica ili bilo koji nacionalni sud države članice Evropske zajednice (u daljem tekstu: EZ); i (ii) da obezbedi izvršenje svake takve odluke, u skladu sa svojim važećim nacionalnim propisima i procedurama.

Član 10.

Subrogacija

Prava koja se ovim sporazumom daju Banci može da uživa ili ostvaruje: (i) Banka, kako u svoje ime tako i kao predstavnik EZ, u meri u kojoj je EZ izvršila plaćanje Banci po osnovu neke garancije ili osiguranja u vezi sa nekom aktivnošću predviđenom ovim sporazumom; ili (ii) zavisno od slučaja, i sama EZ, na osnovu prava subrogacije.

Član 11.

Saradnja

Republika Srbija potvrđuje spremnost da generalno u roku od trideset (30) dana odgovori na zahteve Banke i potvrdi da predlog za finansiranje Projekta spada u delokrug ovog sporazuma. Republika Srbija se nadalje obavezuje da blagovremeno obavesti Banku o svakoj sprovedenoj ili predloženoj meri s njene strane, ili o ma kojoj drugoj okolnosti, od koje se opravdano može očekivati da materijalno utiče na prava i interese Banke iz ovog sporazuma.

Član 12.

Rešavanje sporova u vezi sa ovim sporazumom

Svaki spor, nesporazum, rasprava ili potraživanje koji nastane u vezi sa postojanjem, punovažnošću, tumačenjem, izvršavanjem ili raskidom ovog sporazuma (u daljem tekstu: Spor) rešavaće se, u najvećoj mogućoj meri, dogovorom između Republike Srbije i Banke.

Ako Republika Srbija i Banka ne mogu da reše Spor na prijateljski način u roku od šezdeset (60) dana od dana kada jedna od strana dostavi pismeno obaveštenje o Spor, Spor će se rešavati konačnom i obavezujućom arbitražom u skladu sa Pravilima za dobrovoljnu arbitražu između međunarodnih organizacija i država Stalnog arbitražnog suda, koja su na snazi na datum ovog sporazuma, primenom odredaba ovog sporazuma koje će biti dopunjene primenjivim pravilima međunarodnog prava. Međutim, strane mogu da se dogovore da zamene ovaj postupak drugim postupkom.

Biće tri arbitra. Jezik arbitražnog postupka biće engleski. Arbitražni postupci će se voditi u Hagu, Holandija. Organ za imenovanja biće Generalni sekretar Stalnog arbitražnog suda.

Ukoliko ne bude drugačije dogovoreno, svi podnesci biće dostavljeni i sva saslušanja će biti obavljena u roku od šest (6) meseci od konstituisanja arbitražnog suda. Sud će donositi odluku u roku od 60 (šezdeset) dana od dana dostavljanja poslednjih podnesaka.

Predaja Spora na rešavanje arbitražom ne implicira odricanje Banke od bilo koje privilegije ili prava na imunitet po primenjivom zakonu.

Član 13.

Stupanje na snagu

Ovaj sporazum je međunarodni sporazum i stupiće na snagu u skladu sa principima međunarodnog prava na dan kada Banka potvrdi Vladi Republike Srbije prijem: (i) diplomatske note u vezi sa ovim sporazumom; i (ii) pravno mišljenje u ime Republike Srbije, prihvatljivo za Banku, u vezi sa pravnom važnošću ovog sporazuma.

Nakon stupanja na snagu, ovaj sporazum će: (i) zameniti Okvirni sporazum kojim se regulišu aktivnosti Evropske investicione banke u Saveznoj Republici Jugoslaviji koji je potpisan 13. decembra 2001. godine između Savezne Republike Jugoslavije i Banke, a koji je ratifikovan zakonom objavljenim u „Službenom listu SRJ - Međunarodni ugovori”, broj 02 od 1. marta 2002. godine; i (ii) primenjivaće se i na Projekte koji su ranije bili predmet napred pomenutog Okvirnog sporazuma.

Član 14.

Isticanje roka

Ovaj sporazum se zaključuje na neograničeni vremenski rok.

Banka može dostavom obaveštenja Republici Srbiji šest (6) meseci unapred da, raskine ovaj sporazum ili da se oslobodi svih obaveza ili bilo koje svoje obaveze iz ovog sporazuma. Ukoliko nije drugačije navedeno, davanje takvog obaveštenja neće uticati na prava i interese koje je Banka stekla u pogledu Projekata i finansijskih operacija koje još nisu završene na dan slanja obaveštenja.

Republika Srbija može da raskine ovaj sporazum dostavom obaveštenja šest (6) meseci unapred. Davanje takvog obaveštenja neće uticati na prava i interese koje je Banka stekla u pogledu Projekata i finansijskih operacija koje nisu završene na dan stupanja na snagu tog obaveštenja na teritoriji Republike Srbije.

Republika Srbija i Banka mogu da menjaju odredbe ovog sporazuma uz obostranu saglasnost.

Član 15.

Davanje na uvid

Republika Srbija je saglasna da je davanje ovog sporazuma na uvid trećim stranama koje su uključene u Projekat u skladu sa ovim sporazumom odobreno i da se njime neće kršiti nijedan važeći propis ili odluka bilo kog nadležnog organa uprave.

Član 16.

Adresa za saopštenja

Strane su saglasne da sva saopštenja koja nastanu tokom realizacije ovog sporazuma mogu da se upute na njihove sledeće adrese:

Za Republiku Srbiju:	Ministarstvo finansija Kneza Miloša 20 11000 Beograd Republika Srbija
Za Banku:	100 Boulevard Konrad Adenauer L-2950 Luxembourg

U POTVRDU GORE NAVEDENOG dole potpisana, za to propisno ovlašćena lica, potpisala su četiri (4) originala ovog sporazuma, jedan (1) na zvaničnom jeziku Republike Srbije, i tri (3) na engleskom jeziku, pri čemu su sva četiri (4) teksta podjednako autentična, ali u slučaju da postoji razlika u prevodu, tekst na engleskom jeziku imaće prednost. Svaku stranu parafirali su dr Zoran Čirović, u ime Republike Srbije i g-đa Katerina Neonaki u ime Banke.

U Beogradu, 11. maja 2009. godine

Potpisano za i u ime
REPUBLIKE SRBIJE
ministar finansija

dr Diana Dragutinović, s.r.

Potpisano za i u ime
EVROPSKE INVESTICIONE BANKE
potpredsednik

Dario Scannapieco, s.r.

Član 3.

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