

Z A K O N

O POTVRĐIVANJU SPORAZUMA O ZAJMU RADI SPROVOĐENJA FINANSIJSKOG PROTOKOLA ZAKLJUČENOG 15. DECEMBRA 2009. GODINE IZMEĐU VLADE REPUBLIKE SRBIJE I VLADE REPUBLIKE FRANCUSKE, IZMEĐU VLADE REPUBLIKE SRBIJE I NATIXIS KOJI POSTUPA U IME I ZA RAČUN VLADE REPUBLIKE FRANCUSKE

Član 1.

Potvrđuje se Sporazum o zajmu radi sprovođenja Finansijskog protokola zaključenog 15. decembra 2009. godine između Vlade Republike Srbije i Vlade Republike Francuske, između Vlade Republike Srbije i Natixis koji postupa u ime i za račun Vlade Republike Francuske, potpisan 15. aprila 2010. godine u Parizu i 10. maja 2010. godine u Beogradu.

Član 2.

Tekst Sporazuma o zajmu radi sprovođenja Finansijskog protokola zaključenog 15. decembra 2009. godine između Vlade Republike Srbije i Vlade Republike Francuske, između Vlade Republike Srbije i Natixis koji postupa u ime i za račun Vlade Republike Francuske, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

LOAN AGREEMENT

in implementation to the Financial Protocol signed on December 15th, 2009
between the Government of the **REPUBLIC OF SERBIA**
and the Government of the **FRENCH REPUBLIC**

BETWEEN

The GOVERNMENT OF THE REPUBLIC OF SERBIA

AND

NATIXIS

acting in name and on behalf of the Government of the **FRENCH REPUBLIC**

S U M M A R Y

PREAMBLE

- Article 1 -** Amount and purpose of the Loan
- Article 2 -** Opening of drawing rights on the Loan
- Article 3 -** Conditions precedent - Conditions to be met prior to the drawings on the Loan
- Article 4 -** Drawings on the Loan
- Article 5 -** Repayment of principal – Payment of interest on the Loan
- Article 6 -** Claims or defences originating from a Contract
- Article 7 -** Currency of accounting and payment - Place of payment
- Article 8 -** Recovery of sums resulting from the implementation of guarantees issued in the frame of a Contract
- Article 9 -** Taxes - Duties - Fees and other expenses
- Article 10 -** Repayment in advance of the Loan
- Article 11 -** Interest on overdue payments
- Article 12 -** Interruption of the Loan – Exigibility in advance of the Loan
- Article 13 -** Application of the sums received by **NATIXIS**
- Article 14 -** Governing Law
- Article 15 -** Election of domicile
- Article 16 -** Interpretation - Matters not defined - Disputes
- Article 17 -** Coming into force
- Annex -** Specimen letter of general instructions

PREAMBLE

Whereas the Government of the **REPUBLIC OF SERBIA** and the Government of the **FRENCH REPUBLIC** signed a Financial Protocol on December 15th, 2009, hereinafter called the "Protocol", by which the French Government had provided the Government of the **REPUBLIC OF SERBIA** with a French Governmental loan up to a maximum amount of **ELEVEN MILLION ONE HUNDRED AND EIGHTY FIVE THOUSAND EUROS (EUR 11 185 000)**, hereafter called the "Loan", intended for the project of national spatial data infrastructure and remote sensing centre of the Republic of Serbia, hereafter called the "Project".

Whereas in article 2 of the Protocol, the signing of an Implementation Agreement between the Government of **THE REPUBLIC OF SERBIA** and **NATIXIS**, acting in name and on behalf of the Government of the **FRENCH REPUBLIC**, has been provided for, in order to specify the modalities of utilization and of repayment of the Loan.

The **GOVERNMENT OF THE REPUBLIC OF SERBIA**,
represented by Mrs Diana DRAGUTINOVIC,
Minister of Finance of the Republic of Serbia,

on the one hand,

NATIXIS, acting in name and on behalf of the Government of the
FRENCH REPUBLIC,
represented by Mr Philippe MICHAUD,
Director of Institutional Activities,

on the other hand,

HAVE HEREBY AGREED AS FOLLOWS :

ARTICLE 1.- Amount and purpose of the Loan

The Loan, up to a maximum amount of **ELEVEN MILLION ONE HUNDRED AND EIGHTY FIVE THOUSAND EUROS (EUR 11 185 000)**, is intended for the purchase in **FRANCE** of French goods and services relating to the implementation of the Project.

The shipment shall be considered as a French service if it is executed under a bill of lading issued by a French shipping company or under an airway bill issued by a French air freight company, or under a road bill issued by a French company, and is certified as being a French service by the appropriate French authorities.

The insurance shall be considered as a French service if it is taken out with a company approved on the French market.

However, the financing may be extended to goods and services originating from countries other than **FRANCE**, incorporated in the supplies of the French suppliers and under their responsibility within the limits and under the conditions fixed by the French authorities.

The Loan will be placed at the disposal of the Government of the **REPUBLIC OF SERBIA** by **NATIXIS** according to the modalities stated in articles 2, 3 and 4 hereunder.

ARTICLE 2.- Opening of drawing rights on the Loan

The parties to the contracts registered to the Protocol shall neither offer or give, nor seek, accept or get promised, directly or indirectly for themselves or for another party any undue pecuniary or other advantage from or to a third party and/or any other, which would or could be construed as an illegal or corrupt practice. The Government of the **REPUBLIC OF SERBIA** declares that, to the best of its knowledge and pursuant to article 4 of the Protocol, the said contracts have not been and will not be the matter of any practice described here above.

Each contract relating to the implementation of the project mentioned in the Protocol, signed between a French supplier and a Serbian buyer and registered to the Protocol in accordance with the article 4 of the Protocol, will be hereinafter called the "Contract". A copy of the Contract bearing the seal of the Head of the Economic Service of the French Embassy in Belgrade will be forwarded to **NATIXIS** ; the Head of the Economic Service will have mentioned on the Contract the amount to be financed under the Protocol.

Once it has received this copy of the Contract and the authorization to pay the French supplier from the Government of the **REPUBLIC OF SERBIA** given through a letter of general instructions - in terms of the specimen letter annexed hereto-, **NATIXIS** will inform the French supplier of the registration of the Contract to the Protocol. Moreover, **NATIXIS** shall require from the French supplier that it agrees to submit itself to the possible control of the application of the sums disbursed and of the compliance of the commitments taken, in particular of their conformity with the French rules of financing relating to the financial protocols.

After having received this agreement from the French supplier, **NATIXIS** will open on the Loan drawing rights corresponding to 100 % of the amount to be financed as mentioned by the Head of the Economic Service of the French Embassy in Belgrade.

ARTICLE 3.- Conditions precedent - Conditions to be met prior to the drawings on the Loan

After the opening of drawing rights on the Loan, as defined in article 2 above, the disbursements on the Loan will be made for the account of the Government of the **REPUBLIC OF SERBIA**, as provided for in article 4 hereafter, when the following conditions have been fulfilled to the satisfaction of **NATIXIS** :

a) submission to **NATIXIS** of the powers of attorney of the representatives of the Government of the **REPUBLIC OF SERBIA** duly authorized to sign this Loan Agreement and any other documents required for its execution;

b) for each Contract :

. submission to **NATIXIS** of the powers of attorney and specimens of signature of the representatives of the Serbian buyer, when for payment to the French supplier the documents are required to be approved by the representatives of the Serbian buyer ;

. submission to **NATIXIS** by the French supplier of a document attesting the coming into force of the Contract, after payment of the first downpayment.

ARTICLE 4.- Drawings on the Loan

The first downpayment provided for in each Contract shall be between 10 % and 20 % of the amount of the Contract to be financed under the Protocol, after deduction of the amount of freight and insurance.

As far as financing of freight and insurance is concerned, no payment can be made prior to the actual shipment.

Each drawing on the Loan shall be made available to the French supplier, within the limit of the Contract, on presentation to **NATIXIS** of photocopies of the documents specified in the Contract.

Should **NATIXIS** consider that additional documents are required to enable it to check that a drawing application complies with the French regulations relating to financial protocols, then **NATIXIS** shall request such documents from the French supplier.

NATIXIS shall pay the French supplier the amount due, within the limits provided for in article 2, by drawing on the Loan. The only responsibility of **NATIXIS** in examining the photocopies of the documents mentioned above shall be to ascertain that they appear on their face to be in accordance with the terms and payment conditions of the Contract and the terms of this Loan Agreement. The scope of such examination shall be in accordance with the Uniform Customs and Practice for Documentary Credits (latest version).

NATIXIS shall pay directly the French supplier within fifteen working days of having received and found the documents acceptable.

At the end of each calendar quarter, **NATIXIS** will send to the Government of the **REPUBLIC OF SERBIA** the statement of the drawings made on the Loan during the said calendar quarter. This statement shall specify the date and amount of each drawing.

The payments made by **NATIXIS** to the French supplier according to the modalities provided for in articles 2, 3 and 4 hereabove shall constitute the fulfilment by **NATIXIS** of the mandate given by the Government of the **REPUBLIC OF SERBIA** in its letter of general instructions mentioned in article 2 and shall attest of

the accomplishment of the placing at disposal of the Loan allowed by the Government of the **FRENCH REPUBLIC** to the Government of the **REPUBLIC OF SERBIA**.

ARTICLE 5.- Repayment of principal - Payment of interest on the Loan

The right to be repaid arises for **NATIXIS** from the payments made by it, regarding the Loan, for the account of the Government of the **REPUBLIC OF SERBIA** in execution of this Loan Agreement. The Loan will be divided in successive portions, each corresponding to the drawings made by **NATIXIS** during a calendar quarter.

Each portion of the Loan, which has a duration of forty (40) years, is repayable in twenty (20) years, in forty (40) equal and successive half-yearly instalments, the first one falling due two hundred forty six (246) months after the last day of the calendar quarter during which drawings have been made. Each portion of the Loan bears interest at the rate of zero point twenty per cent (0.20 %) per annum, computed on the disbursed and not yet repaid amounts.

Interest accrues as from the date of each drawing and is calculated on the basis of a year of 360 days and a month of 30 days. Interest is payable half yearly, in arrears, the first instalment falling due six (6) months after the last day of the calendar quarter during which drawings have been made.

At the end of each calendar quarter, for each portion of the Loan as defined above, **NATIXIS** will forward, as soon as possible, to the Government of the **REPUBLIC OF SERBIA**, one (1) copy of the schedule of repayment of principal and corresponding interest. **NATIXIS** shall annex to this schedule the statement of the drawings made on the Loan mentioned in article 4.

This repayment schedule will constitute an unconditional and irrevocable undertaking of payment by the Government of the **REPUBLIC OF SERBIA** in favour of **NATIXIS** for all instalments drawn up in the said schedule.

On each maturity date, the Government of the **REPUBLIC OF SERBIA** will credit the amount due, to the account n° 30007 99999 63565775000 89 of **NATIXIS** opened in its books, in **PARIS**.

The date of payment of a maturity of principal or interest is, when it falls due on a non-working day in France, postponed to the working day which follows.

On encashment of the said amount, **NATIXIS** shall acknowledge receipt to the Government of the **REPUBLIC OF SERBIA** of the payment made.

ARTICLE 6.- Claims or defences originating from a Contract

All undertakings entered into by the Government of the **REPUBLIC OF SERBIA** pursuant to this Loan Agreement and in particular, the commitment to pay the instalments of principal and interest, are independent of the commitments entered into between the Serbian buyer and the French supplier pursuant to the terms of the Contracts.

Accordingly no claims or defences which the Serbian buyer might have against the French supplier arising out of the Contract may be set forth against **NATIXIS** and therefore interfere with the repayment of any sums due pursuant to this Loan Agreement.

ARTICLE 7.- Currency of accounting and payment - Place of payment

The amount of each Contract is expressed in Euros.

The Loan is granted in Euros and is repaid in Euros.

Any payment of the sums due by the Government of the **REPUBLIC OF SERBIA** to **NATIXIS** shall be made by crediting the account n° 30007 99999 63565775000 89 of **NATIXIS** in **PARIS**, with the following reference :

D.A.I. / P E E - Loan n° B80

ARTICLE 8.- Recovery of sums resulting from the implementation of guarantees issued in the frame of a Contract

In the event of guarantees (bank guarantees, bonds ...) in favour of a Serbian buyer issued in the frame of a Contract, the Government of the **REPUBLIC OF SERBIA** shall inform the Serbian buyer that the benefit resulting from the guarantees has to be assigned in favour of **NATIXIS**. Consequently, the text of these guarantees shall provide for a clause specifying that any sum resulting from a call into play of these guarantees, will be paid in full and directly to **NATIXIS**.

In case the said guarantees are supported by counter-guarantees, the counter-guarantor shall attest that it will pay directly to **NATIXIS** the funds resulting from the call into play of the said guarantees.

The proceeds encashed by **NATIXIS** by right of these guarantees will be applied in accordance with article 13.

ARTICLE 9.- Taxes - Duties - Fees and other expenses

The Loan shall not be used to finance any direct or indirect taxes, custom duties, levies or administrative expenses in the **REPUBLIC OF SERBIA**.

In order to dedicate the financial resources provided for in the Protocol to the development of the **REPUBLIC OF SERBIA**, it has been agreed by both Governments that for the registered Contracts, the supply of goods and services, including technical assistance, by French companies in the framework of the Protocol, as well as importation, exportation, purchase, utilisation or disposal of goods and services contributing to the production of such supplies, shall not be subject to any tax, customs duties, social security taxes or any other levies in the **REPUBLIC OF SERBIA**. Should such levies, whatever their object or nature, be collected according to the rules of the **REPUBLIC OF SERBIA** with respect to the said operations, then the payment of these levies shall be to the charge of the Serbian buyer.

Any duties, taxes of any kind, stamp charges, present or future, in relation to this Loan Agreement legally due in **FRANCE** will be to the charge of **NATIXIS**.

Any duties, taxes of any kind, stamp charges, present or future, in relation to this Loan Agreement legally due in the **REPUBLIC OF SERBIA** will be to the charge of the Government of the **REPUBLIC OF SERBIA**. Consequently, the amounts of principal and interest will be paid free and clear of any deductions or withholdings. However, should any event whatsoever prevent the payment of the due amounts, the Government of the **REPUBLIC OF SERBIA** should pay to **NATIXIS** at first request and promptly the exact difference.

All costs, duties and fees of any kind relating to this Loan Agreement and to any transactions entered into hereunder and in particular the costs and fees of legal

advisers or lawyers and the costs resulting from investigations or procedures made necessary by the acts of the Government of the **REPUBLIC OF SERBIA** or its failure to act will be to the charge of the latter.

ARTICLE 10.- Repayment in advance of the Loan

The Government of the **REPUBLIC OF SERBIA** may repay in advance all or part of the Loan. The amount of the Loan so prepaid shall be applied in accordance with the provisions of article 13 hereafter.

ARTICLE 11.- Interest on overdue payments

Notwithstanding the provisions of article 12 hereafter, that is to say without this article 11 prejudicing the right to request repayment in advance or constituting a reason for delay in payment, any maturity of principal or interest not paid on due date by the Government of the **REPUBLIC OF SERBIA** will automatically be subject to interest on overdue payments from its due date until the actual date of payment.

In accordance with the article 2 of the Protocol, this interest on overdue payments will be computed at the rate of three point seventy nine per cent (3.79%) per annum increased by three per cent (3%) per annum i.e. six point seventy nine per cent (6.79%) per annum. Such interest, whenever accrued for a full year, will itself bear interest at the rate-above indicated of six point seventy nine per cent (6.79%) per annum.

ARTICLE 12.- Interruption of the Loan – Requirement in advance of the Loan

No further drawing of the Loan might be required from **NATIXIS** and all sums regarding the Loan due by the Government of the **REPUBLIC OF SERBIA** to **NATIXIS** will become immediately payable at the first request of **NATIXIS** in any of the following circumstances :

- Interruption, cancellation, partial or total termination of a Contract for any reason whatsoever; the interruption of the Loan and the repayment in advance of the Loan will apply only to the part of the Loan relating to the Contract interrupted, cancelled or terminated. However, in such a case, the request for immediate repayment of **NATIXIS** will be made after approval of such request by the French and the Serbian governments ;

- Default of payment by the Government of the **REPUBLIC OF SERBIA** with regard to any of its undertakings of payment resulting from this Loan Agreement ;

- Failure of performance by the Government of the **REPUBLIC OF SERBIA** of any one of the conditions, stipulations or undertakings arising from this Loan Agreement ;

- Any act or decision of the Government of the **REPUBLIC OF SERBIA** that might prevent the performance of this Loan Agreement.

Any request for the repayment in advance of the Loan in the above mentioned cases will be made without any other formalities or legal decision, by sending a mere registered letter to the domicile of the Government of the **REPUBLIC OF SERBIA** as mentioned in article 15 hereafter. This letter will mention that the said repayment will have to occur within a maximum term of 30 days from receipt of the letter.

In no event may any delay or omission by **NATIXIS** exercising its rights as mentioned above, be considered by the Government of the **REPUBLIC OF SERBIA**

as a waiver of these rights, or as a consent to the default of payment by the Government of the **REPUBLIC OF SERBIA**.

ARTICLE 13.- Application of the sums received by NATIXIS

Except for the repayment of the maturities of principal and interest stated in articles 5 and 11 any sum received by **NATIXIS** under this Loan Agreement especially pursuant to articles 8, 10 and 12 will be applied by **NATIXIS** as follows :

- in priority, to the payment of any arrears ;
- then after agreement between the Government of the **REPUBLIC OF SERBIA** and **NATIXIS** :

.either, by deduction from the drawings made on the Loan during the calendar quarter when **NATIXIS** receives these corresponding proceeds ;

.or, by deduction from the drawings made on the Loan during the preceding calendar quarters, the repayment schedules being recalculated accordingly ;

.or, to the sums remaining due in respect of the Loan, beginning with the more remote instalments of principal, the instalments of interest being recalculated accordingly.

ARTICLE 14.- Governing law

The execution of this Loan Agreement is governed by French law.

ARTICLE 15.- Election of domicile

For the purpose of performance of this Loan Agreement, the parties hereto elect domicile as follows :

- for the Government of the **REPUBLIC OF SERBIA** :

To : the Ministry of Finance of the **REPUBLIC OF SERBIA**
International Financial Relations Department
20 Kneza Milosa Street
11000 Belgrade

To the attention of Mr Zoran CIROVIC – Assistant Minister

E. Mail : zoran.cirovic@mfin.gov.rs

Telephone : +381 11 3642 635

Fax : +381 11 3642 632

With copy to : Public Debt Administration

To the attention of Mr Branislav TONCIC - Director
7-9 Pop Lukina Street
11000 Belgrade

E. Mail : branislav.toncic@javnidug.gov.rs

Telephone : +381 11 3202 493

Fax : +381 11 3202 321

- for **NATIXIS** :

Poste Clients
Direction des Activités Institutionnelles

30, avenue Pierre Mendès-France
75013 PARIS

Post address :
Direction des Activités Institutionnelles
BP 4
75060 PARIS Cedex 02

E.mail : d.a.i@natixis.com
Telephone : (33-1) 01 58 19 26 42 / 26 82
Fax : (33-1) 01 58 19 26 70

ARTICLE 16.- Interpretation - Matters not defined - Disputes

Should any problems of interpretation or other matter not defined by this text arise during the execution of the present Loan Agreement, the Government of the **REPUBLIC OF SERBIA** and **NATIXIS** would, in a spirit of mutual understanding and goodwill, try to find adequate solutions by means of an exchange of letters.

In case of any dispute, the concerned parties agree to negotiate to settle this matter on an amicable basis, with possible recourse to the consultation of their respective government.

If no solution appears, the dispute will be submitted to the French and Serbian governments, which will decide on the suitable means to solve it.

ARTICLE 17.- Coming into force

The present Loan Agreement shall become effective after its signature by **NATIXIS** and the Government of the **REPUBLIC OF SERBIA** and its approval by the National Assembly of the **REPUBLIC OF SERBIA**.

The Government of the **REPUBLIC OF SERBIA** will notify **NATIXIS** of such approval by letter accompanied with a copy of the Official Gazette of the **REPUBLIC OF SERBIA**. Such notification will be delivered to **NATIXIS** through the Ministry of Foreign Affairs and the Embassy of the French Republic in Serbia.

This Loan Agreement shall enter into force on the date of the receipt by **NATIXIS** of the notice under Paragraph 2 of this Article, where the French Embassy will inform the Ministry of Foreign Affairs of the Republic of Serbia about such receipt.

Done in PARIS, on April 15, 2010 and in BELGRADE, on May 10, 2010

(in two original copies, in French and in English, both texts being equally authentic. In case of differences in interpretation, the text in French shall prevail).

**THE GOVERNMENT OF THE
REPUBLIC OF SERBIA**

NATIXIS

Diana Dragutinovic, PhD

Philippe Michaud

ANNEX

SPECIMEN LETTER OF GENERAL INSTRUCTIONS

To NATIXIS

Dear Sir,

A contract for an amount of **EURO** (**EUR**)
was signed onbetweenthe French supplier, and the
Serbian buyer.

This contract relating to the implementation of the project of national spatial
data infrastructure and remote sensing centre of the Republic of Serbia, to be
financed in the framework of the Financial Protocol signed on December 15th, 2009,
bears the seal of the Head of the Economic Service of the French Embassy in
Belgrade.

At the request of the Serbian buyer, we would request you to kindly proceed,
on our behalf, to the direct payment to the French supplier, according to the payment
conditions agreed between the French supplier and the Serbian buyer and on
presenting to you photocopies of the documents mentioned in the said contract.

The payment out of the French Governmental Loan will be made within the
limits and at the conditions set out in our Loan Agreement dated on

**THE GOVERNMENT OF THE
REPUBLIC OF SERBIA**

SPORAZUM O ZAJMU

radi sprovođenja Finansijskog protokola zaključenog 15. decembra 2009. godine
između Vlade Republike Srbije
i Vlade Republike Francuske

IZMEĐU

VLADE REPUBLIKE SRBIJE

I

NATIXIS

koji postupa u ime i za račun Vlade Republike Francuske

S A D R Ź A J

PREAMBULA

- Član 1** - Iznos i predmet Zajma
 - Član 2** - Zasnivanje prava na povlačenja iz Zajma
 - Član 3** - Prethodni uslovi - Uslovi koje je potrebno ispuniti pre povlačenja iz Zajma
 - Član 4** - Povlačenja iz Zajma
 - Član 5** - Otplata glavnice - Plaćanje kamata na Zajam
 - Član 6** - Reklamacije ili prigovori iz ugovora
 - Član 7** - Obračunska valuta i valuta plaćanja - Mesto izvršenja
 - Član 8** - Povraćaj iznosa nastalih izvršenjem garancija izdatih u okviru ugovora
 - Član 9** - Porezi - Dažbine - Troškovi i naknade
 - Član 10** - Preвремена otplata Zajma
 - Član 11** - Zatezne kamate
 - Član 12** - Obustava Zajma - Zahtev za превремену otplatu Zajma
 - Član 13** - Korišćenje iznosa koje je primio Natixis
 - Član 14** - Merodavno pravo
 - Član 15** - Izbor sedišta
 - Član 16** - Tumačenje - Pravne praznine - Sporovi
 - Član 17** - Stupanje na snagu
- Prilog** - Forma pisma sa generalnim instrukcijama

PREAMBULA

Budući da su Vlada Republike Srbije i Vlada Republike Francuske dana 15. decembra 2009. godine potpisale Finansijski protokol (u daljem tekstu: Protokol), kojim je Vlada Republike Francuske stavila na raspolaganje Vladi Republike Srbije državni zajam u maksimalnom iznosu od jedanaest miliona sto osamdeset pet hiljada evra (11.185.000), (u daljem tekstu: Zajam) namenjen za Projekat nacionalne infrastrukture geoprostornih podataka i centra za daljinsko detektovanje Republike Srbije (u daljem tekstu: Projekat).

Budući da je u članu 2. Protokola predviđeno potpisivanje Sporazuma o implementaciji između Vlade Republike Srbije i Natixis-a, koji postupa u ime i za račun Vlade Republike Francuske, kojim se utvrđuju načini korišćenja i vraćanja Zajma.

Vlada Republike Srbije,
koju zastupa
dr Diana Dragutinović, ministar finansija

s jedne strane, i

Natixis koji postupa u ime i za račun Vlade Republike Francuske,
koga zastupa
gospodin Philippe Michaud, Direktor Institucionalnih aktivnosti

s druge strane,

SPORAZUMELI SU SE O SLEDEĆEM:

Iznos i predmet zajma

Član 1.

Zajam u maksimalnom iznosu od jedanaest miliona sto osamdeset pet hiljada evra (11.185.000), namenjen je za finansiranje nabavke u Francuskoj francuskih dobara i usluga potrebnih za realizaciju Projekta.

Transport će se smatrati francuskom uslugom, ako se obavlja uz konosman izdat od strane francuske brodske kompanije ili uz vazdušni tovarni list izdat od strane francuske vazduhoplovne kompanije ili uz tovarni list izdat od strane francuskog drumskog prevoznika i ako je priznat od strane nadležnih francuskih organa kao francuska usluga.

Osiguranje će se smatrati francuskom uslugom, ako je zaključeno kod kompanije ovlašćene da posluje na francuskom tržištu.

Međutim, finansiranje bi moglo da se proširi i na robe i usluge poreklom iz drugih zemalja osim Francuske koji čine sastavni deo isporuka francuskih dobavljača i pod njihovom su nadležnošću, u okvirima i uslovima utvrđenim od strane francuskih nadležnih organa.

Zajam će biti stavljen na raspolaganje Vladi Republike Srbije od strane Natixis shodno odredbama članova 2, 3. i 4. kao što sledi.

Zasnivanje prava na povlačenja iz Zajma

Član 2.

Ugovorne strane zadužene za Protokol ne mogu predlagati ili davati trećim licima, tražiti, prihvatiti ili obećati, direktno ili indirektno, u vezi sa sopstvenom koristi ili koristi neke druge strane, novčanu ili drugu povlasticu na koju oni nemaju pravo, što predstavlja ili može da predstavlja nezakonito ili koruptivno postupanje. Vlada Republike Srbije izjavljuje da, prema njenom saznanju i shodno članu 4. Protokola, pomenuti ugovori nisu, niti će biti predmet gore navedene prakse.

Svaki ugovor koji se odnosi na izvršenje projekta navedenog u Protokolu, zaključen između francuskog dobavljača i srpskog kupca i koji je u skladu sa članom 4. Protokola, u daljem tekstu će se zvati „Ugovor”. Jedan primerak Ugovora će Ekonomska služba Ambasade Francuske u Beogradu dostaviti Natixis-u, sa pečatom starešine Ekonomske službe koji će na Ugovoru naznačiti iznos koji treba da bude finansiran u okviru Protokola.

Po prijemu navedenog primerka Ugovora i ovlašćenja Vlade Republike Srbije za plaćanje francuskom dobavljaču u vidu pisma sa generalnim instrukcijama, čija forma je data u Prilogu ovog sporazuma, Natixis će obavestiti francuskog dobavljača o registraciji Ugovora pri Protokolu. Natixis će od dobavljača zahtevati da prihvati da bude podvrgnut eventualnoj kontroli namene isplaćenih iznosa i sprovođenja potpisanih obaveza, naročito njihove usklađenosti sa francuskim propisima o finansiranju u vezi sa finansijskim protokolima.

Nakon dobijenog obaveštenja od francuskog dobavljača o prihvatanju, Natixis će zasnovati pravo na povlačenja iz Zajma jednako 100% iznosu koji se finansira i koji je naznačio starešina Ekonomske službe Ambasade Francuske u Beogradu.

Prethodni uslovi - Uslovi koje je potrebno ispuniti pre povlačenja iz Zajma

Član 3.

Nakon zasnivanja prava povlačenja iz Zajma na način predviđen članom 2, isplate iz Zajma vršiće se za račun Vlade Republike Srbije shodno članu 4, ukoliko su ispunjeni sledeći uslovi, na zadovoljavajući način za Natixis:

a) dostavljanje Natixis-u punomoćja za predstavnika Vlade Republike Srbije, propisno ovlašćenog za potpisivanje ovog sporazuma o zajmu, i svakog drugog dokumenta neophodnog za njegovo sprovođenje;

b) za svaki ugovor:

- dostavljanje Natixis-u punomoćja i uzoraka potpisa predstavnika srpskog kupca ukoliko je dokumenta neophodna za isplatu francuskom dobavljaču potrebno odobriti od strane zastupnika srpskog kupca;

- dostavljanje Natixis-u od strane francuskog dobavljača, po izvršenju prvog plaćanja, dokumenta kojim se potvrđuje stupanje na snagu Ugovora.

Povlačenja iz Zajma

Član 4.

Avans predviđen u svakom ugovoru treba da bude između 10% i 20% iznosa ugovora koji se finansira u okviru Protokola, umanjeno za iznos vozarine i osiguranja.

U vezi sa plaćanjem vozarine i osiguranja, nikakvo plaćanje ne može se izvršiti pre isporuke.

Svako povlačenje iz Zajma vršiće se u korist francuskog dobavljača, u okviru Ugovora, uz podnošenje na uvid Natixis-u fotokopija dokumenata predviđenih Ugovorom.

Ako Natixis smatra da su potrebna i druga dokumenta kako bi se utvrdilo da li je zahtev za povlačenje u skladu sa francuskim propisima o finansiranju finansijskih protokola, Natixis će od francuskog dobavljača zatražiti takva dokumenta.

Natixis će francuskom dobavljaču isplatiti odgovarajući iznos, u granicama predviđenim u članu 2. povlačenjem iz Zajma. Odgovornost Natixis-a u pogledu provere fotokopija napred navedenih dokumenata biće svedena na proveru usklađenosti sa odredbama i uslovima plaćanja u Ugovoru i sa odredbama ovog sporazuma o zajmu. Obim navedene provere biće u skladu sa Jednoobraznim pravilima i običajima za dokumentarne akreditive (poslednja verzija).

Natixis će plaćanje vršiti neposredno francuskom dobavljaču u roku od petnaest radnih dana po prijemu dokumentacije čija je autentičnost potvrđena.

Na kraju svakog kalendarskog tromesečja, Natixis će dostaviti Vladi Republike Srbije izvod o povlačenjima iz Zajma izvršenim u toku pomenutog kalendarskog tromesečja. U izvodu će biti navedeni tačan datum i iznos svakog povlačenja.

Plaćanja koje Natixis vrši u korist francuskog dobavljača, na način predviđen napred navedenim članovima 2, 3. i 4. predstavljaće izvršenje mandata koji je Natixis-u poveren od Vlade Republike Srbije u pismu sa generalnim instrukcijama, navedenom u članu 2, i predstavljaće potvrdu o izvršenju njegove obaveze da stavi

na raspolaganje Zajam koji je Vlada Republike Francuske odobrila Vladi Republike Srbije.

Otplata glavnice - Plaćanje kamata na Zajam

Član 5.

Natixis stiče pravo na nadoknadu po osnovu plaćanja koje je izvršio na ime Zajma za račun Vlade Republike Srbije za sprovođenje ovog sporazuma o zajmu. Zajam će biti podeljen na sukcesivne tranše od kojih će svaka odgovarati povlačenjima koje je Natixis izvršio u toku kalendarskog tromesečja.

Svaka tranša Zajma u trajanju od četrdeset (40) godina otplaćuje se u periodu od dvadeset (20) godina, u četrdeset (40) polugodišnjih sukcesivnih rata, s tim da prva dospeva na naplatu dvesta četrdeset šest (246) meseci po isteku kalendarskog tromesečja u toku kojeg povlačenja budu izvršena. Na svaku tranšu Zajma obračunava se kamata od nula zapeta dvadeset posto (0,20%) godišnje, obračunata na osnovu povučenih i još neizmirenih iznosa.

Kamate teku počev od datuma svakog povlačenja i izračunavaju se na osnovu godine od trista šezdeset (360) dana i meseca od trideset (30) dana. Naplative su polugodišnje po dospelosti, s tim da prva dospeva šest (6) meseci posle kalendarskog tromesečja u toku kog su izvršena povlačenja.

Na kraju svakog kalendarskog tromesečja, za svaku tranšu Zajma kao što je napred definisano, Natixis će u najkraćem mogućem roku dostaviti Vladi Republike Srbije jedan (1) primerak otplatnog plana glavnice sa pripadajućim kamatama. Natixis će uz otplatni plan priložiti i izvod sa povlačenjima iz Zajma, naveden u članu 4.

Ovaj otplatni plan predstavljaće безусловnu i neopozivu obavezu plaćanja za Vladu Republike Srbije u korist Natixis-a svih rata navedenih u pomenutom otplatnom planu.

Na svaki datum dospeća, Vlada Republike Srbije doznačiće dospele iznose na račun Natixis-a broj 30007 99999 63565775000 89 otvoren i uknjižen u Parizu.

Datum plaćanja za dospelu glavicu ili kamatu, ukoliko je to dan koji je neradni u Francuskoj, odlaže se za prvi naredni radni dan.

Po naplati pomenutog iznosa, Natixis će potvrditi prijem izvršenog plaćanja Vladi Republike Srbije.

Reklamacije ili prigovori iz Ugovora

Član 6.

Sve obaveze preuzete od strane Vlade Republike Srbije u okviru ovog sporazuma o zajmu i posebno obaveza plaćanja dospelih rata glavnice i kamata, nezavisne su od obaveza iz Ugovora sklopljenih između srpskog kupca i francuskog dobavljača.

Shodno tome, nikakva reklamacija ili prigovori od strane srpskog kupca prema francuskom dobavljaču u smislu Ugovora ne mogu biti istaknuti prema Natixis-u i uticati na naplatu iznosa u smislu ovog sporazuma o zajmu.

Obračunska valuta i valuta plaćanja - Mesto izvršenja

Član 7.

Iznosi u svakom Ugovoru izraženi su u evrima.

Zajam se odobrava i vraća u evrima.

Svako izmirenje duga Vlade Republike Srbije prema Natixis-u biće izvršeno odobrenjem na račun Natixis-a broj 30007 99999 63565775000 89 otvoren i uknjižen u Parizu, sa naznakom:

D.A.I. / P.E.E. – Zajam br.

Povraćaj iznosa nastalih izvršenjem garancija izdatih u okviru Ugovora

Član 8.

U slučaju kada su garancije (bankarske garancije, kaucije i sl.) izdate srpskom kupcu u okviru Ugovora, Vlada Republike Srbije će obavestiti srpskog kupca da se naknade iz garancija prenose u korist Natixis-a. Shodno tome, tekst ovih garancija treba da sadrži klauzulu kojom se precizira da će sredstva nastala izvršenjem garancija biti uplaćena direktno i u celosti Natixis-u.

U slučaju da su pomenute garancije podržane kontragarancijama, davalac kontragarancija treba da potvrdi da će iznose nastale aktiviranjem navedenih garancija direktno uplatiti Natixis-u.

Iznosi uplaćeni Natixis-u po osnovu ovih garancija biće upotrebljeni u skladu sa odredbama člana 13.

Porezi – Dažbine – Troškovi i naknade

Član 9.

Zajam se ne može koristiti za finansiranje direktnih ili indirektnih poreza, carina, dažbina ili administrativnih troškova u Republici Srbiji.

U cilju korišćenja sredstava finansiranja predviđenih Protokolom u svrhe razvoja Republike Srbije, dve Vlade su se sporazumele da za registrovane Ugovore, isporuke od strane francuskih preduzeća dobara i usluga, uključujući tehničku pomoć, kao i uvoz, izvoz, kupovina, korišćenje ili raspolaganja dobrima i uslugama radi proizvodnje navedenih dobara i usluga, neće biti opterećene nikakvim porezima, carinama, socijalnim ili drugim obaveznim dažbinama u Republici Srbiji. Ako su takve dažbine, shodno propisima Republike Srbije, ipak naplative za napred navedene aktivnosti, nezavisno od njihovog predmeta ili prirode, njih će snositi srpski kupac.

Teret svih obaveza, svih vrsta poreza, troškova na ime taksi, sadašnjih ili budućih, u vezi Sporazuma o zajmu, koji su naplativi prema zakonima Francuske, snosiće Natixis.

Teret svih obaveza, svih vrsta poreza, troškova na ime taksi, sadašnjih ili budućih, u vezi Sporazuma o zajmu, koji su naplativi prema zakonima Srbije, snosiće Vlada Republike Srbije. Shodno tome, iznos glavnice i kamata biće naplativ bez odbitaka ili zadržavanja. Međutim, ako neki događaj spreči isplatu svih iznosa, Vlada Republike Srbije isplatiće Natixis-u, čim on to bude zatražio i bez odlaganja, tačan iznos razlike.

Sve troškove, obaveze i honorare u vezi sa Sporazumom o zajmu i sa transakcijama koje iz njega proizilaze, a naročito troškove i honorare pravnih savetnika ili advokata i onih troškova koji bi nastali u toku postupaka ili istraga zbog činjenja ili nečinjenja Vlade Republike Srbije snosiće ona sama.

Prevremena otplata zajma

Član 10.

Vlada Republike Srbije može prevremeno da otplati zajam u celosti ili delimično. Iznos zajma koji je na ovaj način otplaćen biće upotrebljen u skladu sa odredbama dole navedenog člana 13.

Zatezne kamate

Član 11.

Bez obzira na odredbe člana 12, odnosno bez uticaja ovog člana 11. na pravo da se zatraži prevremena otplata ili odlaganje otplate, za svako kašnjenje u izmirivanju obaveza na ime glavnice ili kamate od strane Vlade Republike Srbije zaračunavaće se zatezna kamata počev od dana dospeća pa sve do dana izvršenja plaćanja.

Shodno članu 2. Protokola, ova zatezna kamate biće utvrđivana po stopi od tri zapeta sedamdeset devet posto (3,79%) po godini uvećano za tri procenta (3%) godišnje, odnosno ukupno šest zapeta sedamdeset devet posto (6,79%) godišnje. Na ove kamate, ukoliko se obračunavaju u toku cele godine, obračunavaće se napred navedena godišnja kamata od šest zapeta sedamdeset devet posto (6,79%).

Obustava Zajma - Zahtev za prevremenu otplatu Zajma

Član 12.

Ne može se zahtevati novo povlačenje sredstava od Natixis-a i svi iznosi dugovani na osnovu Zajma od strane Vlade Republike Srbije Natixis-u postaće dospelii čim to Natixis zatraži, u sledećim slučajevima:

- prekid, poništenje, delimični ili potpuni raskid Ugovora iz bilo kog razloga; obustava Zajma i prevremena otplata primenjivaće se isključivo na deo Zajma u vezi sa prekinutim, poništenim ili raskinutim Ugovorom. Međutim, u navedenom slučaju zahtev za prevremenu otplatu biće podnet od strane Natixis-a nakon odobrenja takvog zahteva od strane Vlade Republike Srbije i Vlade Republike Francuske;
- neispunjenje obaveze plaćanja od strane Vlade Republike Srbije u vezi sa bilo kojom obavezom plaćanja predviđenom Sporazumom o zajmu;
- neispunjavanje od strane Vlade Republike Srbije nekih od uslova, odredbi ili obaveza proisteklih iz Sporazuma o zajmu;
- svaki akt ili odluka Vlade Republike Srbije koji bi onemogućili sprovođenje Sporazuma o zajmu.

Svaki zahtev za prevremeno vraćanje Zajma u napred navedenim slučajevima, bez drugih formalnosti ili pravnih akta, podnosiće se putem preporučenog pisma upućenog na adresu Vlade Republike Srbije, kao što je

predviđeno članom 15. U pomenutom pismu navešće se da će naplata biti realizovana najkasnije u roku od 30 dana od prijema pisma.

Kašnjenja ili propuštanja Natixis-a u ostvarivanju napred navedenih prava Vlada Republike Srbije ne može smatrati odustajanjem od tih prava ili odobrenjem za izostanak plaćanja od strane Vlade Republike Srbije.

Korišćenje iznosa koje je primio Natixis

Član 13.

Izuzev otplate dospelih rata glavnice i plaćanja kamata predviđenih članovima 5. i 11, svaki iznos koji Natixis primi u okviru ovog sporazuma o zajmu, naročito primenom članova 8, 10. i 12, biće upotrebljen na sledeći način:

1) prevashodno za isplatu eventualnih zaostalih dugova;

2) zatim po dogovoru između Natixis-a i Vlade Republike Srbije:

- za smanjenje iznosa povučenih iz Zajma u toku kalendarskog tromesečja u toku kojeg će Natixis primiti odgovarajuće iznose;

- ili za smanjenje povlačenja iz Zajma u toku prethodnih kalendarskih tromesečja, na osnovu čega će odgovarajući otplatni planovi biti ponovo izračunati;

- ili, za izmirenje dugovanih iznosa Zajma, počev od rata glavnice sa kasnijim dospećem, uz ponovno obračunavanje kamate.

Merodavno pravo

Član 14.

Sprovođenje ovog sporazuma o zajmu upravljace se prema francuskom pravu.

Izbor sedišta

Član 15.

Za sprovođenje Sporazuma o zajmu, sedište ugovornih strana izabrano je na sledećim adresama:

- za Natixis:

Poste Clients
Direction des Activités Institutionnelles
30, avenue Pierre Mendès-France
75013 PARIS (France)

Poštanska adresa:

Direction des Activités Institutionnelles
BP 4
75060 PARIS Cedex 02

Mejl: d.a.i.@natixis.com
Telefon: +33-1 58 19 26 42 / 26 82
Faks: +33-1 58 19 26 70

- za Vladu Republike Srbije:

Ministarstvo finansija Republike Srbije
Sektora za međunarodne finansijske odnose
Kneza Miloša 20
11000 Beograd

n/r gospodin Zoran Ćirović, pomoćnik ministra

Mejl: zoran.cirovic@mfin.gov.rs
Telefon: +381 11 3642 635
Faks: +381 11 3642 632

Kopiju dostaviti: Uprava za javni dug

n/r gospodin Branislav Tončić, direktor
Pop Lukina 7-9
11000 Beograd

Mejl: branislav.toncic@javnidug.gov.rs
Telefon: +381 11 3202 493
Faks: +381 11 3202 321

Tumačenje – Pravne praznine – Sporovi

Član 16.

Ako u toku primene ovog sporazuma o zajmu nastanu problemi u tumačenju ili pitanja koja ovim tekstom nisu uređena, Natixis i Vlada Republike Srbije će u duhu obostranog razumevanja i dobre volje tražiti odgovarajuća rešenja putem korespondencije.

U slučaju spora, zainteresovane strane su se sporazumele da će ga rešavati mirnim putem, kroz pregovore, konsultujući svoje Vlade.

U slučaju da se ne postigne dogovor, Vlada Republike Francuske i Vlada Republike Srbije odlučiće o odgovarajućim merama za rešavanje spora.

Stupanje na snagu

Član 17.

Ovaj Sporazum o zajmu stupiće na snagu nakon potpisivanja od strane Natixis-a i Vlade Republike Srbije i potvrđivanja od strane Narodne skupštine Republike Srbije.

Vlada Republike Srbije obavestiće Natixis o navedenom potvrđivanju putem pisma, uz koje će dostaviti kopiju Službenog glasnika Republike Srbije. Obaveštenje će Natixis-u biti dostavljeno preko Ministarstva spoljnih poslova i Ambasade Republike Francuske u Beogradu.

Ovaj sporazum o zajmu stupa na snagu datumom prijema od strane Natixis obaveštenja iz stava 2. ovog člana, o čemu će Ambasada Republike Francuske obavestiti Ministarstvo spoljnih poslova Republike Srbije.

Sačinjeno u PARIZU, dana 15. aprila 2010 godine i u BEOGRADU, dana 10. maja 2010 godine

(u dva primerka, na francuskom i engleskom jeziku, s tim da su oba teksta podjednako autentična. U slučaju razlike u tumačenju, merodavan je tekst sačinjen na francuskom).

VLADA REPUBLIKE SRBIJE

dr Diana Dragutinović

NATIXIS

Philippe Michaud

PRILOG

FORMA PISMA SA GENERALNIM INSTRUKCIJAMA

Za Natixis

Poštovani gospodine,

Ugovor na iznos od evra (EUR, -) potpisan je dana između, francuskog dobavljača i, srpskog kupca.

Ovaj ugovor koji se odnosi na Projekat nacionalne infrastrukture geoprostornih podataka i centra za daljinsko detektovanje Republike Srbije, finansiran u okviru Finansijskog protokola potpisanog 15. decembra 2009. godine, nosi pečat starešine Ekonomske službe Ambasade Francuske u Beogradu.

Na zahtev srpskog kupca, potrebno je da za naš račun izvršite direktno plaćanje francuskom dobavljaču, u skladu sa uslovima plaćanja ugovorenim od strane francuskog dobavljača i srpskog kupca uz podnošenje vašim službama fotokopija ugovorene dokumentacije.

Isplata iz zajma Vlade Republike Francuske obaviće se u granicama i pod uslovima utvrđenim u našem Sporazumu o zajmu od

Vlada Republike Srbije

Član 3.

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