

Z A K O N

O POTVRĐIVANJU OKVIRNOG UGOVORA O ZAJMU F/P 1739 IZMEĐU BANKE ZA RAZVOJ SAVETA EVROPE I REPUBLIKE SRBIJE

Član 1.

Potvrđuje se Okvirni ugovor o zajmu F/P 1739 između Banke za razvoj Saveta Evrope i Republike Srbije, zaključen 4. novembra 2011. godine u Parizu, u originalu na engleskom jeziku.

Član 2.

Tekst Okvirnog ugovora o zajmu F/P 1739 između Banke za razvoj Saveta Evrope i Republike Srbije, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

F/P 1739 (2011)

FRAMEWORK LOAN AGREEMENT

between

COUNCIL OF EUROPE DEVELOPMENT BANK

and

REPUBLIC OF SERBIA

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

and

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

- Having regard to the application submitted by the Member Government of Serbia dated 18 May 2011 (hereinafter, the **Loan Application**),
- Having regard to the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe,
- Having regard to CEB Overall policy framework for loan and project financing (hereinafter, the **Loan Policy**) adopted by CEB Administrative Council's Resolution 1495 (2006) and subsequently amended by CEB Administrative Council Resolutions 1522 (2009) and 1530 (2010),
- Having regard to CEB Environmental Policy adopted by CEB Administrative Council Resolution 1530 (2010) (hereinafter, the **Environmental Policy**),
- Having regard to CEB Procurement Guidelines adopted by CEB Administrative Council on 21 September 2000 and subsequently amended on 27 October 2004 (hereinafter, the **Procurement Guidelines**),
- Having regard to CEB Loan Regulations adopted by CEB Administrative Council Resolution 1495 (2006) and subsequently amended by CEB Administrative Council's Resolution 1530 (2010) (hereinafter, the **Loan Regulations**).

HAVE AGREED UPON THE FOLLOWING:

Definitions

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

“Business Day” means a day on which the TARGET 2 System (Trans-European Automated Real-time Gross Settlement Express Transfer System) is operating.

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

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

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

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

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

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

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

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

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

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

Article 1. Conditions

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

Article 2. The Project

The CEB grants to the Borrower, who accepts, the Loan for the financing of F/P 1739 (2011) approved by CEB's Administrative Council on 11 June 2011 and concerning the partial financing of eligible investment projects (hereinafter, the **Sub-projects**) for the improvement and upgrading of science and education infrastructure and the provision of housing for rent for young researchers in Serbia.

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

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

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

Article 3. The Loan

3.1. Financial conditions

The amount of the Loan granted is:

EUR 70 000 000
Seventy million euros

It shall be disbursed in Tranches.

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

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

3.2. Disbursement

The CEB shall disburse the Loan in a minimum of two (2) Tranches. The amount of each Tranche shall be determined according to the State of Progress of Works and/or Projected State of Progress of Works.

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

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

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

3.3. Closing Date

The Closing Date is set on 30 June 2015.

3.4. Payment details

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

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

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

Article 4. Monitoring the Loan and the Project

4.1. Use of the Loan

4.1.1. Period

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

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

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

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

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

4.1.2. Implementation of the Project

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

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

In any event, the responsibility to comply with all obligations under the Agreement remains with the Borrower.

4.1.2.1. Duty of care

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

4.1.2.2. Increased or revised cost of the Project

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

In any case, financing by the CEB shall not exceed 40% of the total cost of the Project, excluding interest and financial charges, such as defined in Appendix 1.

4.1.2.3. CEB visibility

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

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

4.1.2.4. Further undertakings

The Borrower shall undertake that:

- It will comply with the eligibility criteria set out in the Loan Policy and with the specific conditions detailed in Appendix 1;
- The implementation of the Project complies with the relevant rules on fraud, corruption and money laundering, as further detailed below under Articles 4.1.4 to 4.1.6.;
- The implementation of the Project does not lead to a violation of the European Convention on Human Rights and of the European Social Charter;
- All rights of way or use related to land and real estate property and all permits necessary for the implementation and operation of the Project are obtained and remain in force;
- To the extent not otherwise covered by Serbian law, all works and property forming part of the Project are permanently insured in accordance with standard industry practice;
- Maintenance (direct or indirect), repair, overhaul and renewal of all equipment and real estate property forming part of the Project is carried out as required to keep it in good working order; in this respect, the Borrower shall inform CEB in due course of all the arrangements made to this end;
- Environmental undertakings:
 - (i) For Sub-projects partially financed with the European Investment Bank (hereinafter, the **EIB**), the Borrower, through the PIU, shall ensure that all EIB environmental undertakings set forth in the EIB Finance Contract are complied with.
 - (ii) For Sub-projects financed solely by the CEB, the Borrower, through the PIU, shall ensure that CEB's Environmental Policy is complied with.

In particular, the PIU will ensure that:

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

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

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

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

4.1.3. Procurement

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

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

- Contracts below European Union (EU) thresholds¹ shall be procured in accordance with public procurement legislation in force in the Republic of Serbia.
- Contracts equal or above the EU thresholds shall be procured through international (open or restricted) procedures (requiring publication in the Official Journal of the EU ("OJEU")).

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

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

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

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

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

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

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

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

4.1.4. Integrity Commitment

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

For the purposes of this Agreement:

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

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

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

Failure to comply with the above warranties and undertakings would constitute a breach of Article 3.3-g and/or Article 3.3-h of Chapter 3 of the Loan Regulations and may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3, 3.5 and 3.6 of the Loan Regulations.

4.1.5. Investigations and information

The Borrower undertakes:

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

4.1.6. Contact

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

4.2. Information requirements

4.2.1. Information concerning the Project

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

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

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

4.2.2. Monitoring reports

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

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

In any case, monitoring reports shall address:

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

4.2.3. Project completion report

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

4.2.4. Monitoring missions

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

Article 5. Discharge of the Borrower's obligations

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

Article 6. Interest for delay

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

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

Article 7. Associated costs

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

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

Article 8. Pari passu and negative pledge

The Borrower declares that no other commitment has been made or will be made in the future which might give a third party a preferential rank, a preferential right of payment, a collateral or guarantee of any nature whatsoever which might confer enhanced rights upon third parties (hereinafter, a **Security**).

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

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

Article 9. Representations and warranties

The Borrower represents and warrants:

- that its competent bodies have authorized it to enter into the Agreement and have given the signatory(ies) the authorization therefor, in accordance with the laws, decrees, regulations, articles of association and other texts applicable to it;

- that the drawing up and execution of the Agreement does not contravene the laws, decrees, regulations, articles of association, and other texts applicable to it and that all the permits, licences, and authorizations necessary therefor have been obtained and shall remain valid for the entire Loan period.

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

Article 10. Relations with third parties

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

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

Article 11. Interpretation of the Agreement

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

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

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

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

Article 12. Applicable law

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

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

Article 13. Execution of an arbitration award

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

Article 14. Notices

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

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

For the CEB: **Council of Europe Development Bank**
55, Avenue Kléber
75116 Paris, France
Attention: Directorate General for Loans
Fax: (00 33 1) 47 55 37 52

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

Article 15. Entry into force

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

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

Article 16. Originals of Agreement

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

One original is kept by each of the contracting parties.

For the **Republic of Serbia**

....., on

....., on

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

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

Paris, on 4. nov. 2011.

For the **Council of Europe Development Bank**

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

LIST OF APPENDICES

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APPENDIX 2	SIDE LETTER (TEMPLATES): <ul style="list-style-type: none">- <i>Appendix 2a: Side Letter for a fixed rate loan in Euro</i>- <i>Appendix 2b: Side Letter for a floating rate loan in Euro</i>
APPENDIX 3	MONITORING REPORTS (TEMPLATES) <ul style="list-style-type: none">- <i>Table 1: Total cost</i>- <i>Table 2a: Procurement Plan</i>- <i>Table 2b: List of awarded contracts</i>- <i>Table 3: Loan utilisation</i>- <i>Table 4: Financing sources</i>
APPENDIX 4	TECHNICAL INDICATORS

Appendix 1

Project Description

I.	F/P :	1739 (2011)
	Borrower:	The Republic of Serbia (through the Ministry of Finance)
	Approval by the Administrative Council:	11 June 2011
	Amount approved:	EUR 70 000 000

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

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

Appendix 2a

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

F/P 1739 (2011) – [number] Tranche

COUNCIL OF EUROPE DEVELOPMENT BANK

SIDE LETTER

To the Framework Loan Agreement dated [date]

between

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

and

The **REPUBLIC OF SERBIA**
(hereinafter called the “Borrower”)

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

Loan Amount	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 1739 (2011) – [number] Tranche

COUNCIL OF EUROPE DEVELOPMENT BANK

SIDE LETTER

To the Framework Loan Agreement dated [date]

between

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

and

The **REPUBLIC OF SERBIA**
(hereinafter called the “Borrower”)

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

Loan Amount	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]² 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**

² Mention 4 dates for quarterly payments and 2 dates for semi-annual payments

MONITORING REPORTS (TEMPLATE)

Appendix 3

TABLE 1 – TOTAL COST

IN RSD (net of VAT)

PROJECT: F/P 1739 (2011) - Research and Development Initiative (Phase 2)

Date of the Progress report:

COMPONENTS DESCRIPTION	INCURRED EXPENDITURE			FUTURE EXPENDITURE		TOTAL COST C = A + B	MODIFICATIONS (COMMENTS)
	YEAR 1*	YEAR 2*	TOTAL	Expenditures to	of which to be incurred in the next six months		
				be incurred till project completion			
Component 1							
(1) Creation of Centres of Excellence in priority research areas:							
a) Construction of the Biomedical Research Centre in Belgrade							
b) Construction and equipment of the Agro-bio Technology Centre in Novi Sad							
c) Construction of the Centre for Nano-Science and New Materials in Belgrade							
Component 2							
Creation of a Science and Technology Park in Niš:							
Component 3							
Construction of new apartment buildings for rent for young researchers							
Component 4							
Financial and technical support to the PIU							
GENERAL TOTAL							

* Please replace the column Title "YEAR1", "YEAR2" with the referenced year and add columns during the project implementation to indicate annually incurred expenditure.

TABLE 2a – PROCUREMENT PLAN FOR YEAR **XXXX**

Project: F/P 1739 (2011) - Research and Development Initiative (Phase 2)

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/POST)	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/POST)	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 /CB Procurement Method. In the case of other Procurement Methods, please insert "N/A".

Date of the Progress report:

Project: F/P 1739 (2011) - Research and Development Initiative (Phase 2)

VAT excluded

[illegible]

^[1] Acronyms to be used: **W** for Works, **G** for Goods and **S** for services.

^[2] Acronyms to be used: **ICB** = International Competitive Bidding; **LUB** = Limited International Bidding; **NCB** = National Competitive Bidding; **S** = Shopping; **DC** = Direct Contracting; **BOR** = Borrower's Own Resources.

^[3] Countervalue in EUR at the exchange rate in force at the date of the contract signature.

^[3] Countervalue in EUR at the exchange rate in force at the date of the contract signature.

^[4] Countervalue in EUR at the exchange rate in force at the date of the payments.

% OF FINANCING BY THE BANK: up to 40%

Date of the Progress report:

[illegible]

TABLE 4 – FINANCING SOURCES

PROJECT: F/P 1739 (2011) - Research and Development Initiative (Phase 2)
in EUR (net of VAT)

Date of the Progress report:

FINANCING SOURCES	FUNDING RECEIVED			FUNDING TO BE RECEIVED		TOTAL FUNDING	% Received per financing sources	% participation per financiers
	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								
EIB contribution								
TOTAL								

* 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

COUNTRY: SERBIA

PROJECT: F/P 1739 (2011) – Research and Development Initiative (Phase 2)

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

	(1)	(1)	(2)
R&D Development	Current	Target	Outcome
Number of joint projects with the industry sector			
Number of research publications in internationally recognised journals			
Amount of research fund mobilised (grants or others) in EUR			
Reduction of the brain drain (*)			
% of GDP for Research and Development			

(1) Information to be provided before the first disbursement

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

* Indicator defined as the number of researchers leaving research organisations in Serbia to go abroad divided by the number of researchers in Serbia (as measured by the PIA)

**OKVIRNI UGOVOR O ZAJMU
F/P 1739**

između

BANKE ZA RAZVOJ SAVETA EVROPE

i

REPUBLIKE SRBIJE

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

i

Republika Srbija (u daljem tekstu: Zajmoprimac), s druge strane

- S obzirom na aplikaciju koju je podnela Vlada Republike Srbije, na dan 18. maj 2011. godine (u daljem tekstu: Aplikacija za zajam),
- S obzirom na Treći protokol Opšteg sporazuma o povlasticama i imunitetima Saveta Evrope,
- S obzirom na BSE okvirnu politiku za zajmove i projektno finansiranje (u daljem tekstu: Politika za zajmove), usvojenu od strane Administrativnog saveta BSE, Rezolucijom 1495 (2006), a kasnije dopunjenu Rezolucijama Administrativnog saveta BSE 1522 (2009) i 1530 (2010),
- S obzirom na BSE Politiku životne sredine usvojenu od strane Administrativnog saveta BSE Rezolucijom 1530 (2010) (u daljem tekstu: Politika životne sredine),
- S obzirom na BSE Smernice za nabavke usvojene od strane Administrativnog saveta BSE 21. septembra 2000. godine, i kasnije izmenjene 27. oktobra 2004. godine (u daljem tekstu: Smernice za nabavke),
- S obzirom na BSE propise za zajmove usvojene od strane Administrativnog saveta BSE Rezolucijom 1495 (2006) i naknadno izmenjene od strane Administrativnog saveta BSE Rezolucijom 1530 (2010) (u daljem tekstu: Propisi za zajmove).

DOGOVORILI SU SE O SLEDEĆEM:

DEFINICIJE

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

„Radni dan” je dan u kome TARGET 2 sistem posluje (Trans-evropski automatizovani sistem za bruto poravnanje u realnom vremenu).

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

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

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

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

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

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

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

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

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

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

Član 1. Opšti uslovi

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

Član 2. Projekat

BSE odobrava Zajmoprimcu, koji ga prihvata, Zajam za finansiranje F/P 1739 (2011) koji je Administrativni savet BSE odobrio 11. juna 2011. godine, a tiče se delimičnog finansiranja projekata kvalifikovanih za investiranje (u daljem tekstu: potprojekti) za unapređenje naučne i obrazovne infrastrukture i obezbeđenje stanova za iznajmljivanje za mlade istraživače u Srbiji.

Ovaj Projekat predstavlja drugu fazu Inicijative za investicije u istraživačku i razvojnu infrastrukturu (Istraživačko-razvojna inicijativa), s tim da je prva faza odobrena od strane BSE u junu 2010. godine pod brojem F/P 1711 (2010) (u daljem tekstu: Prva faza).

BSE odobrava ovaj Zajam s obzirom na preuzetu obavezu Zajmoprimca da ga koristi isključivo namenski za finansiranje projekta opisanog u Prilogu 1 (u daljem tekstu: Projekat), i da Projekat realizuje pod uslovima preciziranim u ovom sporazumu i njegovim prilogima.

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

Član 3. Zajam

3.1. Finansijski uslovi

Iznos odobrenog zajma je:

EUR 70.000.000

Sedamdeset miliona evra

Zajam se povlači u tranšama.

Za svaku tranšu Zajmoprimac i BSE zajedno utvrđuju iznos, kamatnu stopu, datum povlačenja, rok vraćanja i račune ugovornih strana na koje se vrši doznačavanje. Rok vraćanja ne može biti duži od 20 (dvadeset) godina uključujući i 5 (pet) godina počeka.

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

3.2. Isplata

BSE će isplatiti Zajam u najmanje dve (2) tranše i za svaku tranšu biće određena suma u skladu sa stanjem napretka radova i/ili projektovanim stanjem napretka radova.

Prateće pismo za prvu tranšu (i) mora biti potpisano u roku od dvanaest (12) meseci nakon stupanja na snagu ovog ugovora kako je definisano članom 15 i (ii) biće uslovljeno prijemom od strane BSE u formi i sadržini prihvatljivoj za BSE relevantnih monitoring informacija o napretku Prve faze.

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

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

3.3. Krajnji Rok

Kao krajnji rok određen je 30. jun 2015. godine.

3.4. Detalji plaćanja

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

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

Sva plaćanja na osnovu ovog ugovora vršiće se na Radni dan, u skladu sa Običajem o izmeni narednog Radnog dana.

Član 4. Praćenje Zajma i Projekta

4.1. Korišćenje zajma

4.1.1. Rok

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

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

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

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

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

4.1.2. Implementacija Projekta

Zajmoprimac određuje Ministarstvo za prosvetu i nauku kao instituciju koja će realizovati Projekat (IIP), ili bilo kog pravnog sledbenika ministarstva koje će biti nadležno za poslove nauke i tehnološkog razvoja.

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

Međutim, Zajmoprimac je odgovoran za izvršavanje svih obaveza iz Ugovora.

4.1.2.1. Obaveza pažnje

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

4.1.2.2. Povećanje ili revidiranje troškova Projekta

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

U svakom slučaju finansiranje od strane BSE ne može iznositi više od 40% od ukupne vrednosti Projekta, bez kamate i finansijskih troškova, kao što je definisano Prilogom 1.

4.1.2.3. Vidljivost BSE

Zajmoprimac će Krajnjim korisnicima ukazati da je Projekat delimično finansiran od strane BSE putem odgovarajućih sredstava komunikacije, uključujući internet stranice, saopštenja

za štampu, brošure i/ili postavljanja bilborda na mestima izvođenja radova za odgovarajuće potprojekte.

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

4.1.2.4. Ostale odredbe

Zajmoprimac preuzima obaveze da:

- postupa u skladu sa kriterijumima kvalifikovanosti određenim u Politici za zajmove i Prilogu 1;
 - implementacija Projekta mora biti u skladu sa svim relevantnim pravilima za sprečavanje prevare, korupcije i pranja novca bliže određenim u članovima 4.1.4 i 4.1.6;
 - implementacija Projekta neće voditi kršenju Evropske konvencije o ljudskim pravima i Evropske socijalne povelje;
 - se sva prava u vezi sa službenostima i korišćenjem zemljišta i nepokretnosti, kao i sve dozvole potrebne za implementaciju i funkcionisanje projekta, pribave i ostanu na snazi;
 - se u meri u kojoj nije drugačije uređeno zakonima Republike Srbije, svi radovi i imovina koji čine deo Projekta trajno osiguraju u skladu sa standardnom industrijskom praksom;
 - održava (direktno ili indirektno), popravlja, remontuje i obnavlja svu opremu i nepokretnu imovinu koja čini deo Projekta prema potrebi kako bi oprema ostala u dobrom radnom stanju. S tim u vezi, Zajmoprimac će obavestiti BSE u dogledno vreme o svim aranžmanima u tom cilju;
 - obaveze u vezi sa životnom sredinom:
 - (i) za potprojekte koji se delimično finansiraju iz sredstava Evropske investicione banke (EIB), Zajmoprimac će preko JUP obezbediti da se poštuju sve obaveze prema EIB u vezi sa zaštitom životne sredine kako je navedeno u Finansijskom ugovoru sa EIB.
 - (ii) za potprojekte finansirane isključivo sredstvima BSE, Zajmoprimac će preko JUP obezbediti da se postupa u skladu sa BSE Politikom životne sredine.
- JUP će naročito obezbediti da:
- potprojekti za koje je potrebna Procena uticaja na životnu sredinu (EIA) budu dostavljeni BSE radi njihovog odobravanja pre alociranja sredstava BSE na ove potprojekte;
 - sprovođenje i funkcionisanje potprojekata bude u skladu sa Pravom o zaštiti životne sredine;
 - sprovođenje i funkcionisanje potprojekata bude u skladu sa preporukama navedenim u EIA i uslovima koji su navedeni u konačnim dozvolama koje su izdali nadležni organi za zaštitu životne sredine;
 - generalni projekat za relevantne potprojekte određuje ciljane indikatore u vezi sa energetsom potrošnjom kao i instrumente za monitoring radi poređenja energetskih performansi novih i postojećih zgrada i objekata.

Nepoštovanje gore navedenih odredbi bi predstavljalo događaj, koji je naveden u članu 3.3. (h) poglavlje 3 Propisa za zajmove i nakon dostavljanja obaveštenja o tome od strane BSE može dovesti do suspenzije, poništenja ili pre vremena otplate Zajma pod uslovima iz člana 3.3, 3.5. i 3.6. Propisa za zajmove.

4.1.3. Nabavka

Nabavke radova, roba i usluga za potprojekte koji se delimično finansiraju iz sredstava Evropske investicione banke (u daljem tekstu: EIB), vršiće se u skladu sa Vodičem za nabavke EIB i BSE će se oslanjati na reviziju nabavki od strane EIB.

Nabavka radova, roba i usluga za potprojekte koji se finansiraju isključivo iz sredstava BSE sprovodiće se u skladu sa Smernicama za nabavke, na sledeći način:

- Ugovori čija je vrednost ispod limita određenih od strane Evropske unije (EU)¹ dodeljivaće se u skladu sa propisima o javnim nabavkama na snazi u Republici Srbiji.
- Ugovori čija je vrednost jednaka ili veća od limita EU dodeljivaće se putem međunarodnog (otvorenog ili restriktivnog) postupka nadmetanja (uz obavezno objavljivanje u Službenom listu EU („OJEU“)).

Zajmoprimac će posredstvom JUP dostaviti BSE radi odobrenja, kako je predviđeno članom 3.2, Plan nabavki, u kom se navode:

- ugovori za nabavku dobara, radova i/ili usluga koji će se sprovoditi u okviru Projekta u početnom periodu od najmanje osamnaest (18) meseci;
- procenu vrednosti svakog ugovora;
- predložene metode nabavke za dodeljivanje svakog od ugovora;
- predviđeni datum otpočinjanja svakog postupka nabavke.

Nakon prijema Plana nabavki, BSE će informisati Zajmoprimca, posredstvom JUP, o postupku revizije koji će primeniti Banka za svaki ugovor predviđen Planom nabavki.

Zajmoprimac će godišnje, ili prema potrebi, revidirati Plan nabavke za sve vreme trajanja Projekta, i dostavljaće se relevantne izmene Plana nabavki BSE radi odobrenja. Zajmoprimac će sprovoditi Plan nabavke onako kako je odobren od strane BSE.

Zajmoprimac će, posredstvom JUP, bez odlaganja obavestiti BSE o bilo kakvom otkazivanju ili osporavanju ili kakvim drugim izmenama u postupcima nabavki koje bi u značajnoj meri mogle da utiču na blagovremeno i uspešno sprovođenje Projekta, i usaglašavati sa BSE potrebne korektivne mere.

BSE neće finansirati troškove za robe, radove i usluge koje nisu nabavljene u skladu sa napred navedenim odredbama. U takvim slučajevima BSE zadržava pravo da proglasi određeni ugovor nekvalifikovanim za finansiranje iz sredstava Zajma. Takođe, ukoliko u bilo kom trenutku BSE utvrdi da pojedina nabavka u vezi sa Projektom nije sprovedena u skladu sa napred navedenim odredbama, BSE zadržava pravo da primeni odredbe članova 3.3, 3.5. i 3.6. Propisa za zajmove BSE koje mogu dovesti do suspenzije, poništenja ili prevremene otplate Zajma.

4.1.4. Obavezivanje na integritet

Zajmoprimac jemči da nije počinio, kao i da ni jedno lice, prema njegovim trenutnim saznanjima, nije počinilo ni jedno od sledećih dela, i obavezuje se da neće počiniti i da ni jedno lice neće počiniti ni jedno takvo delo sa njegovom saglasnošću ili prethodnim znanjem u vezi sa postupcima nabavki za Projekat, ili u vezi sa izvršavanjem bilo kog ugovora za Projekat, na način opisan u Prilogu 1, bilo koje činjenje koje konstituiše korupciju, prevaru, prinudu ili tajno dogovaranje:

- koruptivno postupanje podrazumeva nuđenje, davanje, primanje ili traženje, direktno ili indirektno, bilo kakve vrednosti radi nedozvoljenog uticaja na postupanje druge strane;
- prevarno postupanje je takvo činjenje ili propuštanje, uključujući i pogrešno informisanje, koje s namerom ili iz nehata dovodi u zabludu, ili može dovesti u zabludu, drugu stranu sa ciljem pribavljanja finansijske ili kakve druge koristi, ili radi izbegavanja obaveza;

¹ Limiti određeni članom 7. Direktive Evropskog parlamenta i Evropskog saveta 2004/18/EC i članom 16 Direktive Evropskog parlamenta i Evropskog saveta 2004/17/EC, i njihovim naknadnim izmenama

- prinuda podrazumeva oštećenje ili nanošenje štete, ili pretnju oštećenjem ili nanošenjem direktno ili indirektno, nekom licu ili imovini tog lica radu uticanja na postupanje tog lica;
- tajno dogovaranje podrazumeva dogovor između dve ili više strana zarad ostvarenja nedozvoljenog cilja, uključujući i nedozvoljeni uticaj na postupanje druge strane.

U smislu navedenog, saznanja bilo kog lica iz IIP ili JUP ili bilo kog lica navedenog u članu 4.1.6, smatraće se saznanjem Zajmoprimca. Zajmoprimac preuzima obavezu da obavesti BSE ukoliko postane svestan bilo koje činjenice ili informacije koja sugeriše da je postupano na takav nedozvoljeni način.

Zajmoprimac će se naročito starati da se ni jedna transakcija ne zaključi sa nekim licima ili institucijama, niti u njihovu korist, kada se ta lica ili institucije nalaze na ažuriranim listama lica pod sankcijama po odluci Saveta bezbednosti Ujedinjenih nacija ili njegovih komiteta shodno Rezolucijama Saveta bezbednosti 1267 (1999), 1373 (2001) (dostupnim na www.un.org/terrorism) odnosno Saveta EU prema njegovom Zajedničkom stavu 2001/931/CSFP i 2002/402/CSFP i povezanim ili kasnijim rezolucijama, odnosno aktima o sprovođenju u vezi sa finansiranjem terorizma.

Propuštanje da se postupi u skladu sa navedenim jemstvima i obavezama konstituisaće povredu člana 3.3-g i/ili člana 3.3-h poglavlja 3. Propisa za zajmove i može dovesti do suspenzije, poništenja ili prevremene otplate Zajma u skladu sa odredbama čl. 3.3, 3.5. i 3.6. Propisa za zajmove.

4.1.5. Istrage i informacije

Zajmoprimac se obavezuje:

- (a) da na opravdani zahtev BSE sprovede istragu i/ili prekine sve navodne ili pretpostavljene radnje ili propuštanje da postupi u skladu sa obavezama iz člana 4.1.4;
- (b) da omogući svaku istragu koju bi BSE mogla da preduzme u vezi sa takvom radnjom ili propuštanjem da se postupi u skladu sa obavezama navedenim u članu 4.1.4; i
- (c) da obavesti BSE o merama preduzetim da bi se tražilo obeštećenje od lica odgovornih za bilo kakav gubitak koji proistekne iz bilo koje takve radnje ili propuštanja da se postupi u skladu sa obavezama navedenim u članu 4.1.4.

4.1.6 Kontakt

Osim ukoliko Zajmoprimac ne obavesti o promenama BSE u pisanoj formi, rukovodilac IIP će biti odgovoran za kontakte sa BSE u vezi sa čl. 4.1.4. i 4.1.5.

4.2. Obaveze izveštavanja

4.2.1. Izveštaji o napredovanju Projekta

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

Zajmoprimac se obavezuje da odgovori u razumnom roku na sve zahteve za informacije od strane BSE i da joj pruži svu dokumentaciju koju BSE smatra neophodnom i smatra da je

razumno zahtevati je zbog pravilne primene Ugovora, posebno u pogledu praćenja Projekta i korišćenja Zajma.

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

4.2.2. Monitoring izveštaji

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

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

Monitoring izveštaji odnose se na:

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

4.2.3. Izveštaj o završetku Projekta

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

4.2.4. Posmatračka misija

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

Član 5. Gašenje obaveza Zajmoprimca

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

Član 6. Zatezna kamata

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

Promenljiva jednomesečna EURIBOR stopa ažuriraće se svakih 30 dana.

Član 7. Povezani troškovi

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

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

Član 8. Pari passu i negativna zaloga

Zajmoprimac izjavljuje da nema drugih obaveza koje postoje ili mogu nastati u budućnosti koje bi mogle dati trećim licima povlašćeni položaj, pravo prečeg plaćanja, sredstvo obezbeđenja ili garanciju bilo koje vrste koje bi mogle povećati pravo trećih lica (u daljem tekstu: sredstvo obezbeđenja).

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

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

Član 9. Izjave i garancije

Zajmoprimac izjavljuje i garantuje:

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

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

Član 10. Odnos sa trećim stranama

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

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

Član 11. Tumačenje Ugovora

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

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

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

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

Član 12. Merodavno pravo

Ugovor i njegovi Prilozi i Propratna pisma regulišu se pravilima BSE kako je navedeno u odredbama člana 1. stav 3. Trećeg protokola, od 6. marta 1959. godine, uz Opšti sporazum o privilegijama i imunitetima Saveta Evrope, od 2. septembra 1949. godine, i supsidijarno, po potrebi, francuskim pravom.

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

Član 13. Izvršenje arbitražne odluke

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

Član 14. Obaveštenja

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

Za Zajmoprimca:

Ministarstvo finansija Republike Srbije
Kneza Miloša 20
11000 Beograd, Srbija
N/r ministra finansija i/ili pomoćnika ministra
Faks: (00 381) 11 3618 961 ili 3642 601

Za BSE:

Council of Europe Development Bank
55, Avenue Kléber
75116 Paris

Attention: The General Director for Loans
Fax: (00 33 1) 47 55 37 52

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

Član 15. Stupanje na snagu

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

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

Član 16. Originali Ugovora

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

Svaka od ugovornih strana zadržava po jedan originalan primerak.

....., datum.....

Za Republiku Srbiju

Božidar Đelić
potpredsednik Vlade

.....
Ime i prezime
Funkcija

Žarko Obradović
ministar prosvete i nauke

.....
Ime i prezime
Funkcija

Pariz, 4. novembar 2011. godine
Za **Banku za razvoj Saveta Evrope**

Imre Tarafas
.....
guverner / viceguverner

SPISAK PRILOGA

PRILOG 1 OPIS PROJEKTA

PRILOG 2 PROPRATNO PISMO (OBRASCI):

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

PRILOG 3 IZVEŠTAJI O PRAĆENJU (OBRASCI)

- Tabela 1: Ukupni troškovi
- Tabela 2a: Plan nabavki
- Tabela 2b: Spisak dodeljenih ugovora
- Tabela 3: Korišćenje zajma
- Tabela 4: Izvori finansiranja

PRILOG 4 TEHNIČKI INDIKATORI

Prilog 1

Opis projekta

I.

F/P :	1739 (2011)
Zajmoprimac:	Republika Srbija (preko Ministarstva finansija)
Datum odobrenja:	11. jun 2011.
Odobreni iznos:	EUR 70 000 000

II.

Oblast intervenisanja:	Projekat će obuhvatiti sledeće oblasti delovanja BSE: <ul style="list-style-type: none"> – Obrazovanje i stručna obuka – Smeštaj za lica sa niskim primanjima 																									
Planirani radovi:	Projekat se sastoji od sledeće 4 projektne komponente: <ul style="list-style-type: none"> – <u>Komponenta 1:</u> formiranje centara izvrsnosti u prioritetnim istraživačkim oblastima. – izgradnja biomedicinskog istraživačkog centra u Beogradu. – izgradnja i opremanje poljoprivredno-biotehnološkog centra u Novom Sadu. – izgradnja centra za nanonauke i nove materijale u Beogradu. – <u>Komponenta 2:</u> formiranje naučno-tehnološkog parka u Nišu. – <u>Komponenta 3:</u> izgradnja stanova za iznajmljivanje za mlade istraživače u Beogradu, Kragujevcu, Nišu i Novom Sadu. – <u>Komponenta 4:</u> finansijska i tehnička podrška JUP. 																									
Lokacija:	Kako je napred navedeno																									
Procenjeni ukupni troškovi projekta:	najmanje EUR 175 000 000 (bez PDV)																									
Indikativni raspored troškova i finansijski plan:	Indikativni raspored troškova i finansijski plan za projekat su sledeći: <table> <tr> <th>Troškovi (namena)</th> <th>Iznos u mln EUR</th> <th>Izvori finansiranja</th> <th>Iznos u mln EUR</th> <th>Udeo (%)</th> </tr> <tr> <td>Svi troškovi radova i opreme (za tri projektne komponente)</td> <td>172</td> <td>Zajam BSE</td> <td>67</td> <td>38%</td> </tr> <tr> <td>Finansijska i tehnička podrška JUP</td> <td>3</td> <td>Evropska investiciona banka EIB zajam</td> <td>105</td> <td>60%</td> </tr> <tr> <td>Ukupno (bez PDV)</td> <td>175</td> <td>Zajam BSE</td> <td>3</td> <td>2%</td> </tr> <tr> <td></td> <td></td> <td>Ukupno (bez PDV)</td> <td>175</td> <td>100%</td> </tr> </table>	Troškovi (namena)	Iznos u mln EUR	Izvori finansiranja	Iznos u mln EUR	Udeo (%)	Svi troškovi radova i opreme (za tri projektne komponente)	172	Zajam BSE	67	38%	Finansijska i tehnička podrška JUP	3	Evropska investiciona banka EIB zajam	105	60%	Ukupno (bez PDV)	175	Zajam BSE	3	2%			Ukupno (bez PDV)	175	100%
Troškovi (namena)	Iznos u mln EUR	Izvori finansiranja	Iznos u mln EUR	Udeo (%)																						
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Finansijska i tehnička podrška JUP	3	Evropska investiciona banka EIB zajam	105	60%																						
Ukupno (bez PDV)	175	Zajam BSE	3	2%																						
		Ukupno (bez PDV)	175	100%																						
Napredovanje radova:	0% u vreme podnošenja Aplikacije za zajam, osim jednog potprojekta pod komponentom 2 Projekta za izgradnju nove stambene zgrade za iznajmljivanje u gradu Nišu. Izgradnja navedenog objekta započeta je budžetskim sredstvima i više od 50% je završeno.																									
Plan realizacije:	2011-2014. Kao tačan datum završetka projekta postavljen je 30. jun 2015. godine.																									
Posebni uslovi:	<ul style="list-style-type: none"> – Stambene jedinice će se iznajmljivati po pristupačnim cenama za mlade istraživače u skladu sa istim kvalifikacionim kriterijumima koji su utvrđeni za prvu fazu Projekta i radi povlačenja prve tranše. – Nakon najmanje pet godina stanovanja, korisnicima će biti omogućena kupovina stanova. Pored toga, kupcima će biti zabranjeno da prodaju stan pet godina nakon kupovine, čime se dobija najmanji period stanovanja od 10 godina. Ovaj drugi uslov (zabrana prodaje stana pet 																									

	<p>godina od kupovine) će biti evidentiran i registrovan u zvaničnim registrima imovine, prilikom izvršenja kupovine.</p> <ul style="list-style-type: none"> – Kupovina iznajmljenih stanova po ovoj šemi će biti ograničena na najviše jedan stan po domaćinstvu, koja mora biti jedina nekretnina kupca i/ili drugih članova domaćinstva.
III.	<p>Kriterijum za kvalifikaciju:</p> <p>Zajmoprimac će poštovati kriterijume za kvalifikaciju navedene u Politici za zajmove po sledećim sektorima aktivnosti BSE:</p> <ul style="list-style-type: none"> – Obrazovanje i stručna obuka – Smeštaj za lica sa niskim primanjima
IV.	<p>Tehnički indikatori:</p> <p>Spisak tehničkih indikatora koji će služiti kao osnova za ocenjivanje tokom implementacije projekta dat je u okviru Priloga 4.</p>
V.	<p>Društveni efekti i efekti po životnu sredinu:</p> <p>Unapređenje i poboljšanje naučne i obrazovne infrastrukture preduslov je za kontinuirani socijalni i ekonomski razvoj države.</p> <p>Shodno navedenom, Projekat će doprineti poboljšanju trenutnih uslova za mlade istraživače, formiranju modernih istraživačkih centara i obezbediti sredstva koja će omogućiti naučnim radnicima da rade na projektima koji će biti u skladu sa potrebama države.</p> <p>Samo kroz stvaranje ovih uslova naučno-istraživački sektor u Republici Srbiji može imati značajniji uticaj na njenu ekonomiju i povezati državu sa ostatkom Evrope.</p>

Prilog 2a

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

F/P 1739 (2011) – [broj] Tranše

BANKA ZA RAZVOJ SAVETA EVROPE

PRATEĆE PISMO

Uz Okvirni ugovor o zajmu od [datum]

Zaključen između

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

i

Republike Srbije (u daljem tekstu „Zajmoprimac”)

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

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

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

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

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

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

[Grad, datum]
Za Banku za razvoj Saveta
Evrope

[Grad, datum]
Za Republiku Srbiju

Prilog 2b

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

F/P 1739 (2011) – [broj] Tranše

BANKA ZA RAZVOJ SAVETA EVROPE

PRATEĆE PISMO

Uz Okvirni ugovor o zajmu od [datum]

Zaključen između

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

i

Republike Srbije (u daljem tekstu „Zajmoprimac”)

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

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

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

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

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

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

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

[Grad, datum]
Za Banku za razvoj
Saveta Evrope

[Grad, datum]
Za Zajmoprimca

¹ navesti 4 datuma za kvartalno plaćanje i 2 datuma za polugodišnje plaćanje

Tabela 1 - Ukupni troškovi

U RSD (bez PDV)

Projekat: F/P 1739 (2011) - Istraživanje i razvoj (Faza 2)

Datum izveštaja o napretku:

Opis komponenti	Ostvareni troškovi			Budući troškovi		Ukupni troškovi	Izmene (komentari)
	godina 1*	godina 2*	Ukupno	Troškovi koji će se ostvariti do završetka projekta	troškovi koji će se ostvariti u narednih 6 meseci		
			A	B		C = A + B	
Komponenta 1							
(1) Formiranje centara izvrsnosti u prioritetnim istraživačkim oblastima:							
a) Izgradnja biomedicinskog istraživačkog centra u Beogradu							
b) Izgradnja i opremanje Poljoprivredno-biotehnološkog centra u Novom Sadu							
c) Izgradnja centra za nanonauke i nove materijale u Beogradu							
Komponenta 2							
Formiranje naučnotehnološkog parka u Nišu:							
Komponenta 3							
Izgradnja novih stambenih objekata za iznajmljivanje mladim istraživačima							
Komponenta 4							
Finansijska i tehnička podrška JUP							
Ukupna suma							

* Potrebno je zameniti u koloni naslov "godina 1", "godina 2", sa predmetnom godinom i dodati kolonu koja će sadržati očekivane godišnje troškove tokom implementacije Projekta.

TABELA 2a-PLAN NABAVKI ZA GODINU XXXX^(*)

ZEMLJA:SRBIJA

PROJEKAT: F/P 1739 (2011) Istraživanje i razvoj (Faza 2)

Datum izveštaja o napretku :

(1) Radovi

1	2	3	4	5	6	7	8	9	10	11	12
Referentni broj	Opis ugovora	Procenjeni troškovi u lokalnoj valuti	Procenjeni troškovi u evrima	Broj paketa	Metod nabavke	Prednost domaćeg (da/ne) %	Revidirano od strane banke PRE/POSLE	Očekivani datum početka	Očekivani datum otvaranja ponude	Očekivani datum stručne ocene ponude	Očekivani datum zaključivanja ugovora

(2) Dobra

1	2	3	4	5	6	7	8	9	10	11	12
Referentni broj	Opis ugovora	Procenjeni troškovi u lokalnoj valuti	Procenjeni troškovi u evrima	Broj paketa	Metod nabavke	Prednost domaćeg (da/ne) %	Revidirano od strane banke PRE/POSLE	Očekivani datum početka	Očekivani datum otvaranja ponude	Očekivani datum stručne ocene ponude	Očekivani datum zaključivanja ugovora

(3) Usluge

1	2	3	4	5	6	7	8	9	10	11	12
Referentni broj	Opis zadatka	Procenjeni troškovi u lokalnoj valuti	Procenjeni troškovi u evrima	Broj paketa	Metod nabavke	Prednost domaćeg (da/ne) %	Revidirano od strane banke PRE/POSLE	Očekivani datum početka	Očekivani datum otvaranja ponude	Očekivani datum stručne ocene ponude	Očekivani datum zaključivanja ugovora

Napomena: Kolona revidirano od strane Banke biće popunjena od strane BSE

Napomena: Kolona prednost domaćeg mora biti popunjena samo u slučaju MOT metoda nabavke. U slučaju drugog metoda nabavke unesite 'Nije primenljivo'.

Tabela 2b - spisak dodeljenih ugovora

Projekat: F/P 1739 (2011) - Istraživanje i razvoj (Faza 2)

bez PDV

Datum izveštaja o napretku:

[illegible]

^[1] Skraćenice koje se koriste: **R** za radove, **D** za dobra i **U** za usluge

^[2] Skraćenice koje se koriste: **MOT** = međunarodni otvoreni tender; **MRT** = međunarodni restriktivni tender; **NOP** = nacionalni otvoreni postupak; **K** = kupovina; **DU** = direktno ugovaranje; **SZ** = Sredstva Zajmoprimca

[3] Protivrednost u EUR po važećem kursu na dan zaključivanja ugovora

^[4] Protivrednost u EUR po važećem kursu na dan plaćanja

Tabela 3 - korišćenje zajma

% finansiranja od strane Banke: do 40%

Datum izveštaja o napretku:

[illegible]

Tabela 4 - izvori finansiranja

Projekat: F/P 1739 (2011) - Istraživanje i razvoj (Faza 2)

Datum izveštaja o napretku:

U EUR (bez PDV)

IZVORI FINANSIRANJA	Doznačeno finansiranje			Finansiranje koje će se doznačiti		Ukupno finansiranje	% Primljeno po izvorima finansiranja	% po učešću finansijera
	GODINA 1*	GODINA 2*	UKUPNO	Po završetku	Očekivani iznos u tekućoj godini			
	1	2	3 = 1 + 2	4	5			
Doprinos BSE								
Doprinos EIB								
UKUPNO								

* Potrebno je zameniti u koloni naslov "GODINA 1" i "GODINA 2", sa predmetnom godinom i dodati kolonu koja sadrži očekivane godišnje troškove tokom implementacije Projekta.

TEHNIČKI INDIKATORI

Zemlja: Srbija

Projekat: F/P 1739 (2011) Istraživanje i razvoj (Faza 2)

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

	(1)	(1)	(2)
Unapređenje istraživanja i razvoja	Trenutno	Planirano	Realizovano
Broj zajedničkih projekata sa privrednim sektorom			
Broj objavljenih istraživačkih radova u međunarodno priznatim istraživačkim časopisima			
Iznos sredstava iskorišćenih za istraživanje (donacije i drugo)			
Procena smanjenja odliva visoko obrazovanih stručnjaka ¹			
Procenat BDP koji se izdvaja za nauku i razvoj			

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

(2) Informacije koje se dostavljaju po završetku Projekta.

¹ Indikator je određen kao odnos između broja mladih naučnoistraživačkih radnika koji napuštaju istraživačke ustanove u Republici Srbiji i odlaze na rad u inostranstvo i ukupnog broja naučnoistraživačkih radnika (koje utvrđuje IIP)

Član 3.

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