

Z A K O N

O POTVRĐIVANJU SPORAZUMA IZMEĐU VLADE REPUBLIKE SRBIJE I RONDEX FINANCE, INC. O REGULISANJU NEIZMIRENOG DUGA REPUBLIKE SRBIJE PREMA RONDEX FINANCE, INC. IZ PERIODA KLIRINŠKOG NAČINA PLAĆANJA

Član 1.

Potvrđuje se Sporazum između Vlade Republike Srbije i Rondex Finance, Inc. o regulisanju neizmirenog duga Republike Srbije prema Rondex Finance, Inc. iz perioda klirinškog načina plaćanja, koji je zaključen 8. februara 2019. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Sporazuma između Vlade Republike Srbije i Rondex Finance, Inc. o regulisanju neizmirenog duga Republike Srbije prema Rondex Finance, Inc. iz perioda klirinškog načina plaćanja, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

Agreement

between

the Government of the Republic of Serbia

and

Rondex Finance, Inc.

on the Settlement of the outstanding Debt of the Republic of Serbia to Rondex Finance, Inc. from the clearing operations period

The Government of the Republic of Serbia (hereinafter referred to as “the Serbian Party”)

and

Rondex Finance, Inc. (hereinafter referred to as “Rondex” and collectively referred to as the “Parties”);

Intending to finalize the settlement of the debt owed by the Republic of Serbia to Rondex from the clearing operations period; and,

Having regard to:

the Payment Agreement between the Socialist Federal Republic of Yugoslavia and the Czech and Slovak Federal Republic, signed at Belgrade on February 8th, 1991; and,

the Protocol from the Negotiations on the Solution of the Liquidation Account Balance held between March 23rd and March 26th 1992 in Prague, confirmed by the exchange of letters of the Prime Ministers of the Czech and Slovak Federative Republic and of the Federal Republic of Yugoslavia, dated May 7th and May 11th, 1992 (hereinafter referred to as “the 1992 Protocol”); and,

the Agreement between the Governments of the Czech Republic and of the Slovak Republic on Transfer of Governmental Claims towards Foreign States into the Competence of the CR and SR and on Ensuring Internal Financing of Provided Governmental Loans signed at Bratislava on April 7th 1993; and,

the Agreement on Succession Issues, concluded at Vienna on June 29th, 2001, Annex C thereto; and

the Agreement on the Regulation of Membership in International Financial Organization and the Distribution of Financial Assets and Liabilities between the

Republic of Serbia and the Republic of Montenegro, signed at Belgrade on July 10th, 2006; and,

the Vienna Convention on the Law of Treaties, concluded at Vienna on May 23rd, 1969; and,

the Agreement between the Government of the Republic of Serbia and the Government of the Czech Republic on the Settlement of the Debt of the Republic of Serbia towards the Czech Republic, signed at Prague on December 10th, 2018; and,

the Assignment Agreement between Československá obchodní banka, a.s. for and on behalf of the Ministry of Finance of the Czech Republic as seller and Rondex Finance, Inc. as purchaser, dated April 7th, 2000; and,

Respecting the fact that Rondex Finance, Inc. is a legal owner of twenty-five percent (25%) of the Czech original portion of the claims of the former Czech and Slovak Federal Republic (hereinafter referred to as “the former CSFR”) to the former Socialist Federal Republic of Yugoslavia, and administers, independently and individually, its share in the receivables and liabilities of the former CSFR owed by the Republic of Serbia; and,

Taking into account:

the Minutes (Promemoria) of expert talks between the National Bank of Yugoslavia, Ministry of Finance of the Federal Republic of Yugoslavia, Ministry of Finance of the Slovak Republic, Ministry of Finance of the Czech Republic and the Československá obchodní banka, a.s. (hereinafter referred to as “CSOB”) of October 22nd, 1997; and,

the Agreed Minutes on the Consolidation of the Debt of the Federal Republic of Yugoslavia concluded on December 13th, 2001 between the participating Paris Club creditor countries and the Government of the Federal Republic of Yugoslavia; and,

the Agreed Minutes of the sixth meeting of the Joint Working Group aiming to the settlement of the outstanding debt of the Republic of Serbia towards the Czech Republic signed at Belgrade on June 6th, 2017; and,

the Banking Arrangement between the National Bank of Serbia and the Československá obchodní banka, a.s. (CSOB) signed at Prague on July 17th, 2017 and at Belgrade on July 20th, 2017; and,

the Minutes of the meeting on Financial and Legal Issues related to the outstanding Debt of the Republic of Serbia towards the Rondex Finance, Inc. from the clearing operations period, signed on June 29th, 2018;

Have agreed as follows:

Article 1**Treated Debt**

1. The Parties confirm that:
 - a) the original principal of the former Socialist Federal Republic of Yugoslavia (hereinafter referred to as "the former SFRY") debt towards the former CSFR recorded on the Liquidation Clearing Account amounts to 85,970,743.82 Clearing Dollars;
 - b) the original principal referred to in Paragraph (a) was divided between the Czech Republic and of the Slovak Republic, where the amount of 54,881,926.26 Clearing Dollars belongs to the Czech Republic;
 - c) on 11 April 2000, the Czech Republic assigned twenty-five percent (25%) of the value of the Czech original part of the former CSFR claim on the former SFRY in the amount of 13,720,481.57 Clearing Dollars to Rondex , c/o Froriep Legal AG, Zurich;
 - d) the new reconciled balance of the original Liquidation Clearing Account amounts to 72,250,262.25 Clearing Dollars, out of which 41,161,444.69 Clearing Dollars represents seventy-five (75%) share of the original Czech part of the principal amount of the former CSFR claim towards the former SFRY.
2. The Parties agree that the principal debt of the Republic of Serbia towards Rondex amounts to thirty five point seven six five six percent (35.7656%) of the debt of the former SFRY to Rondex, i.e. 4,907,212.56 Clearing Dollars;
3. The Parties agree that the principal referred to in Paragraph 2 of this Article bears the simple interest that shall be calculated on the day count principle 30/360 p. a., with the following rates:
 - a) fixed interest rate 5.50% shall be applied from November 1st, 1991 until August 31st, 2013; and,
 - b) six month US Dollar Libor interest rate as published by the ICE (Intercontinental Exchange) Benchmark Administration, fixed last working day before the forthcoming six months interest period, shall be applied from September 1st, 2013 until June 30th, 2017; and,
 - c) since July 1st, 2017 the interest shall not be calculated.
4. The final settlement balance between the Republic of Serbia and Rondex, including the simple interest calculated in compliance with Paragraph 3 of this Article with the value date of June 30th, 2017 amounts to 10,918,525.54 Clearing Dollars.

This amount consists of the:

 - a) principal amount of 4,907,212.56 Clearing Dollars; and
 - b) interest amount of 6,011,312.98 Clearing Dollars.
5. The Parties agree to convert the amounts defined in Paragraph 4 of this Article applying the rate of exchange of 1 Clearing Dollar = 1 US Dollar, in accordance with the 1992 Protocol, into 10,918,525.54 US Dollars, which constitutes the debt of the Republic of Serbia to Rondex as of June 30th, 2017.

Article 2

Settlement of the Debt

1. The Parties agree on the following conditions on the settlement of the debt of the Republic of Serbia towards Rondex:

- a) After this Agreement enters into force, the Serbian Party shall repay the debt due to Rondex based on comparable terms to the conditions of the Paris Club of Creditors. The debt of the Republic of Serbia will be settled through a one-time payment calculated at a net present value of the rescheduled debt. Such payment shall be in the amount of 3,266,816.67 US Dollars (three million two hundred sixty-six thousand eight hundred sixteen US Dollars and sixty-seven cents) and shall be made within forty-five (45) calendar days from the entry into force of this Agreement, by transfer of the total amount in a single payment to the account specified in sub-paragraph c) below;
- b) The Parties shall instruct their respective banks to provide necessary steps for the technical implementation of this Article;
- c) The payment by the Serbian Party to Rondex hereunder shall be made in US Dollars in freely transferable and immediately available funds on the relevant payment date, free of any costs, taxes, levies or charges. The payment by the bank of the Serbian Party to Rondex shall be made in United States Dollars in favour of the account of the legal counsel of Rondex at:

Amount:	US\$ 3,266,816.67
Transfer:	SWIFT
Payor:	Republic of Serbia
Payee:	Rondex Finance, Inc.
Beneficiary:	FRORIEP Legal AG Bellerivestrasse 201 8034 Zurich, Switzerland
Bank:	Credit Suisse 8070 Zurich Switzerland
Account no:	0835-2567998-82-10
Currency:	United States Dollars
IBAN no:	CH5604835256799882010
SWIFT:	CRESCHZZ80A
Clearing no:	4835
Ref:	Escrow 1053900/PJM
Correspondent:	Bank of New York Mellon, New York
Swift:	IRVTUS3NXXX

If payment shall become due and payable on a Saturday, Sunday or any other day which is not a business day in Serbia such payment shall be made on the next succeeding business day.

2. Upon execution of the payment in the amount specified in Paragraph 1(a) of this Article to the account of FRORIEP Legal AG , the Parties agree that the debt of the Republic of Serbia to Rondex is fully settled and the Republic of Serbia shall have no further liabilities related to the debt defined herein. Rondex confirms that after payment is made to the account of FRORIEP Legal AG specified in Paragraph 1 (c) of this Article, Rondex will not have any subsequent claims against the Republic of Serbia under this Agreement.

3. Unless the Parties otherwise agree in writing signed by both Parties, in the event payment is not made as set out in paragraph 1(a) of this Article within the time frame indicated, no cancellation of debt shall be effected hereunder and the amount owed to Rondex shall remain as set out in sub-paragraph 5 of Article 1 above.

Article 3

Settlement of Disputes

Any dispute that may arise between the Parties in connection with the interpretation or implementation of this Agreement shall be resolved by mutual negotiations of the authorized representatives of the Parties.

Article 4

Governing Law

This Agreement shall be governed by the laws of the Republic of Serbia.

Article 5

Amendments

This Agreement may be amended and supplemented by mutual consent of the Parties. Any amendment or supplement to this Agreement shall be in writing and signed by both Parties.

Article 6

Notices and Other Communications

Notices and other communications given under this Agreement addressed to either party to this Agreement shall be made to the address or facsimile number as set out below, or to such other address or facsimile number as a party previously notifies to the other in writing:

For Rondex:

Attention: FRORIEP Legal AG

Bellerivestrasse 201

8034 Zürich

Switzerland

Tel. +41 44 386 60 00

Facsimile no: +41 44 383 60 50

For the Serbian Party:

Ministry of Finance
20 Kneza Milosa Street
11000 Belgrade, Republic of Serbia
Facsimile no: +381 11 3618 961

Article 7

Final Provisions

This Agreement shall enter into force upon confirmation by Rondex to the Serbian Party that it has received a copy of the Official Gazette of the Republic of Serbia publishing the law on ratification of this Agreement by the Parliament of the Republic of Serbia.

Done at, on 8 February, 2019, in two originals in the English language.

**On behalf of the Government
of the Republic of Serbia**

On behalf of Rondex Finance, Inc

Name: Siniša Mali
Title: Minister of Finance

Name: Michael Sheehan
Title: Director

Sporazum

između Vlade Republike Srbije

i

Rondex Finance, Inc.

o regulisanju neizmirenog duga Republike Srbije prema Rondex Finance, Inc. iz perioda klirinškog načina plaćanja

Vlada Republike Srbije (u daljem tekstu: „Srpska strana”)

i

Rondex Finance, Inc. (u daljem tekstu: „Rondex” i zajedno nazvani u daljem tekstu: „Strane”);

Nameravajući da okončaju regulisanje duga Republike Srbije prema Rondex-u iz perioda klirinškog načina plaćanja; i

Imajući u vidu:

Platni sporazum između Socijalističke Federativne Republike Jugoslavije i Češke i Slovačke Federativne Republike, potpisan u Beogradu, 8. februara 1991. godine; i

Protokol sa razgovora o rešavanju salda na Likvidacionom računu, održanih od 23. do 26. marta 1992. godine u Pragu, potvrđen razmenom pisama predsednika vlada Češke i Slovačke Federativne Republike i Savezne Republike Jugoslavije, od 7. maja i 11. maja 1992. godine (u daljem tekstu: „Protokol iz 1992”); i

Sporazum između vlada Češke Republike i Slovačke Republike o prenosu državnih potraživanja prema stranim državama u nadležnost Češke Republike i Slovačke Republike i o garantovanju unutrašnjeg finansiranja datih državnih zajmova, potpisan 7. aprila 1993. godine u Bratislavi; i

Sporazum o pitanjima sukcesije, zaključen u Beču, 29. juna 2001. godine i njegov Aneks C; i

Sporazum o regulisanju članstva u međunarodnim finansijskim organizacijama i razgraničenju finansijskih prava i obaveza između Republike Srbije i Republike Crne Gore, potpisan u Beogradu, 10. jula 2006. godine; i

Bečku konvenciju o ugovornom pravu, zaključenu u Beču, 23. maja 1969. godine; i

Sporazum između Vlade Republike Srbije i Vlade Češke Republike o regulisanju duga Republike Srbije prema Češkoj Republici, potpisan u Pragu, 10. decembra 2018. godine; i

Ugovor o prenosu između Československá obchodní banka, a.s. za i u ime Ministarstva finansija Češke Republike kao prodavca i Rondex Finance, Inc. kao kupca, od 7. aprila 2000. godine; i

uvažavajući činjenicu da je Rondex pravni vlasnik dvadeset pet posto (25%) češkog dela prvobitnog potraživanja bivše Češke i Slovačke Federativne Republike (u daljem tekstu: „bivša ČSFR”) prema bivšoj Socijalističkoj Federativnoj Republici Jugoslaviji, i upravlja, nezavisno i samostalno, svojim udelom u potraživanjima i obavezama bivše ČSFR prema Republici Srbiji; i

Uzimajući u obzir:

Zapisnik (Promemoriju) sa ekspertskih razgovora između Narodne banke Jugoslavije, Ministarstva finansija Savezne Republike Jugoslavije, Ministarstva finansija Slovačke Republike, Ministarstva finansija Češke Republike i Československá obchodní banka, a.s. (u daljem tekstu: „ČSOB”) od 22. oktobra 1997. godine; i

Usaglašeni zapisnik o konsolidaciji duga Savezne Republike Jugoslavije, zaključen 13. decembra 2001. godine između zemalja učesnica Pariskog kluba poverilaca i Vlade Savezne Republike Jugoslavije; i

Usaglašeni zapisnik sa šestog sastanka zajedničke Radne grupe održanog u cilju regulisanja neizmirenog duga Republike Srbije prema Češkoj Republici, potpisan u Beogradu, 6. juna 2017. godine; i

Bankarski aranžman između Narodne banke Srbije i Československá obchodní banka, a.s. (ČSOB), potpisan u Pragu, 17. jula 2017. godine i u Beogradu, 20. jula 2017. godine; i

Zapisnik sa sastanka o finansijskim i pravnim pitanjima u vezi sa neizmirenim dugom Republike Srbije prema Rondex Finance, Inc. iz perioda klirinškog načina plaćanja, potpisan 29. juna 2018. godine.

Dogovorile su se sledeće:

Član 1.

Dug koji se razmatra

1. Strane potvrđuju da:

- a) prvobitna glavnicu duga bivše Socijalističke Federativne Republike Jugoslavije (u daljem tekstu: „bivša SFRJ”) prema bivšoj ČSFR evidentirana na Likvidacionom klirinškom računu iznosi 85.970.743,82 klirinških dolara;
- b) je prvobitna glavnicu duga iz tačke a) podeljena između Češke Republike i Slovačke Republike, tako da iznos od 54.881.926,26 klirinških dolara pripada Češkoj Republici;
- c) je 11. aprila 2000. godine Češka Republika prenela dvadeset pet posto (25%) vrednosti češkog dela prvobitnog potraživanja bivše ČSFR prema bivšoj SFRJ u iznosu od 13.720.481,57 klirinških dolara na Rondex, preko Froriep legal AG, Zurich;
- d) novi usaglašeni saldo prvobitnog Likvidacionog klirinškog računa iznosi 72.250.262,25 klirinških dolara, od čega 41.161.444,69

klirinških dolara predstavlja sedamdeset pet posto (75%) češkog dela prvobitnog potraživanja bivše ČSFR prema bivšoj SFRJ.

2. Strane su saglasne da glavnica duga Republike Srbije prema Rondex-u iznosi trideset pet zarez sedam šest pet šest posto (35,7656%) duga bivše SFRJ prema Rondex-u, tj. 4.907.212,56 klirinških dolara.

3. Strane su saglasne da se na glavnici iz stava 2. ovog člana pripiše prosta kamata koja će se obračunati primenom meseca od 30 dana i godine od 360 dana, po sledećim stopama:

- a) fiksna kamatna stopa 5,50% će se primeniti od 1. novembra 1991. godine do 31. avgusta 2013. godine; i
- b) šestomesečna Libor USD kamatna stopa koju objavljuje ICE (Intercontinental Exchange) Benchmark Administration, utvrđena poslednjeg radnog dana pre nastupajućeg šestomesečnog kamatnog perioda, će se primeniti od 1. septembra 2013. godine do 30. juna 2017. godine; i
- c) od 1. jula 2017. godine kamata se neće obračunavati.

4. Završni saldo obračuna između Republike Srbije i Rondex-a, uključujući prostu kamatu obračunatu u skladu sa stavom 3. ovog člana sa datumom valute 30. jun 2017. godine iznosi 10.918.525,54 klirinških dolara.

Ovaj iznos obuhvata:

- a) iznos glavnice od 4.907.212,56 klirinških dolara; i
- b) iznos kamate od 6.011.312,98 klirinških dolara.

5. Strane su saglasne da se iznosi navedeni u stavu 4. ovog člana konvertuju primenom pariteta 1 klirinški dolar = 1 američki dolar, u skladu sa Protokolom iz 1992, u 10.918.525,54 američkih dolara, što predstavlja dug Republike Srbije prema Rondex-u na dan 30. jun 2017. godine.

Član 2.

Regulisanje duga

1. Strane su se dogovorile o sledećim uslovima za regulisanje duga Republike Srbije prema Rondex-u:

- a) Nakon stupanja na snagu ovog sporazuma, Srpska strana će otplatiti dug o dospeću Rondex-u prema uslovima uporedivim sa uslovima Pariskog kluba poverilaca. Dug Republike Srbije biće izmiren jednokratnom isplatom iznosa obračunatog prema neto sadašnjoj vrednosti reprogramiranog duga. Ova isplata u iznosu od 3.266.816,67 američkih dolara (tri miliona dve stotine šezdeset šest hiljada osam stotina šesnaest američkih dolara i šezdeset sedam centi) biće izvršena u roku od četrdeset pet (45) kalendarskih dana od stupanja na snagu ovog sporazuma, prenosom ukupnog iznosa, jednokratno, Rondex-u na račun naveden niže u tački c);
- b) Strane će dati nalog svojim bankama da preuzmu neophodne korake za tehničko sprovođenje ovog člana;
- c) Plaćanje Srpske strane Rondex-u po ovom sporazumu biće izvršeno u američkim dolarima u slobodno prenosivim i odmah raspoloživim sredstvima na odgovarajući datum plaćanja, bez ikakvih troškova, poreza ili drugih dažbina. Plaćanje od strane banke Srpske strane

Rondex-u biće izvršeno u američkim dolarima u korist računa pravnog zastupnika Rondex-a:

Iznos: US\$ 3.266.816,67
Transfer: SWIFT
Platilac: Republika Srbija
Primalac: Rondex Finance, Inc.
Korisnik: FRORIEP Legal AG
Bellerivestrasse 201
8034 Zurich, Switzerland
Banka: Credit Suisse
8070 Zurich
Switzerland
Broj računa: 0835-2567998-82-10
Valuta: Američki dolari
IBAN broj: CH5604835256799882010
SWIFT: CRESCHZZ80A
Kliring br.: 4835
Poziv na: Escrow 1053900/PJM
Korespondent: Bank of New York Mellon, New York
Swift: IRVTUS3NXXX

Ukoliko plaćanje dospe i postane plativo u subotu, nedelju ili bilo koji neradni dan u Srbiji, takvo plaćanje će biti izvršeno narednog radnog dana.

2. Kada se izvrši plaćanje u iznosu navedenom u stavu 1. tačka a) ovog člana na račun FRORIEP Legal AG, strane su saglasne da će dug Republike Srbije prema Rondex-u biti u potpunosti izmiren i Republika Srbija neće imati daljih obaveza po osnovu duga definisanog ovim sporazumom. Rondex potvrđuje da nakon izvršene uplate na račun FRORIEP Legal AG naveden u stavu 1. tačka c) ovog člana, Rondex neće imati naknadnih potraživanja prema Republici Srbiji po osnovu ovog sporazuma.

3. Ukoliko se strane drugačije ne dogovore u pisanoj formi koju obe strane potpišu, u slučaju da plaćanje ne bude izvršeno kako je utvrđeno u stavu 1. tačka a) u naznačenom vremenskom roku, neće biti izvršeno poništenje duga po ovom sporazumu, a iznos koji potražuje Rondex ostaje kako je utvrđen napred u stavu 5. člana 1.

Član 3.

Rešavanje sporova

Bilo kakav spor koji može nastati između Strana u vezi sa tumačenjem ili sprovođenjem ovog sporazuma rešavaće se međusobnim pregovorima ovlašćenih predstavnika Strana.

Član 4.

Merodavno pravo

Ovaj sporazum se upravlja prema zakonima Republike Srbije.

Član 5.**Izmene i dopune**

Ovaj sporazum može biti izmenjen i dopunjen zajedničkom saglasnošću Strana. Svaka izmena i dopuna ovog sporazuma mora biti u pisanoj formi i potpisana od obe Strane.

Član 6.**Obaveštenja i druga komunikacija**

Obaveštenja i druga komunikacija po ovom sporazumu, naslovljena bilo kojoj Strani ovog sporazuma, vršiće se na niže navedenu adresu ili broj faksa, ili na neku drugu adresu ili broj faksa o kojima strane prethodno, pisanim putem, obaveste jedna drugu.

Za Rondex:

n/r: FRORIEP Legal AG

Bellerivestrasse 201

8034 Zürich

Switzerland

Tel. +41 44 386 60 00

Broj faksa: +41 44 383 60 50

Za Srpsku stranu:

Ministarstvo finansija

Kneza Miloša 20

11000 Beograd, Republika Srbija

Broj faksa: +381 11 3618 961

Član 7.**Završne odredbe**

Ovaj sporazum će stupiti na snagu nakon što Rondex potvrdi Srpskoj strani da je primio kopiju Službenog glasnika Republike Srbije u kome je objavljen zakon o potvrđivanju ovog sporazuma od strane Narodne skupštine Republike Srbije.

Sačinjeno u, 8. februara 2019. godine, u dva originalna primerka na engleskom jeziku.

**U ime Vlade
Republike Srbije**

**U ime Vlade
Rondex Finance, Inc.**

Ime: Siniša Mali, s. r.

Ime: Michael Sheehan, s.r.

Funkcija: ministar finansija

Funkcija: direktor

Član 3.

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