

# **Z A K O N**

## **O POTVRĐIVANJU OKVIRNOG SPORAZUMA O ZAJMU LD 1981 (2018) IZMEĐU BANKE ZA RAZVOJ SAVETA EVROPE I REPUBLIKE SRBIJE ZA FINANSIRANJE JAVNOG SEKTORA - UNAPREĐENJE INFRASTRUKTURE U OBLASTI ZDRAVSTVENE ZAŠTITE U SRBIJI**

### **Član 1.**

Potvrđuje se Okvirni sporazum o zajmu LD 1981 (2018) između Banke za razvoj Saveta Evrope i Republike Srbije za finansiranje javnog sektora - unapređenje infrastrukture u oblasti zdravstvene zaštite u Srbiji, koji je potписан u Beogradu, 4. aprila 2019. godine i u Parizu, 15. aprila 2019. godine, u originalu na engleskom jeziku.

### **Član 2.**

Tekst Okvirnog sporazuma o zajmu LD 1981 (2018) između Banke za razvoj Saveta Evrope i Republike Srbije za finansiranje javnog sektora - unapređenje infrastrukture u oblasti zdravstvene zaštite u Srbiji, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

## **FRAMEWORK LOAN AGREEMENT**

*between the*

**COUNCIL OF EUROPE DEVELOPMENT BANK**

*and*

**the REPUBLIC OF SERBIA**

Public Sector Financing Facility

*Upgrade of Healthcare infrastructure in Serbia*

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**COUNCIL OF EUROPE DEVELOPMENT BANK**, international organisation with its headquarters at 55, Avenue Kléber, F-75116 Paris (France) (hereinafter, the “**CEB**” or the “**Bank**”), on the one hand,

and

**The REPUBLIC OF SERBIA**, (hereinafter, the “**Borrower**” and together with the CEB, the “**Parties**” and each a “**Party**”), on the other hand,

**WHEREAS**

- (A) Having regard to the loan application submitted by the Republic of Serbia through its Ministry of Finance on 10 October 2018, approved by the CEB’s Administrative Council on 15 November 2018,
- (B) Having regard to the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe dated 6 March 1959,
- (C) Having regard to the CEB’s Loan Regulations, as adopted by the CEB’s Administrative Council Resolution 1587 (2016) (hereinafter, the “**Loan Regulations**”),
- (D) Having regard to the CEB’s Loan and Project Financing Policy, as adopted by the CEB’s Administrative Council Resolution 1587 (2016) (hereinafter, the “**Loan Policy**”),
- (E) Having regard to the CEB’s Environmental and Social Safeguards Policy, as adopted by the CEB’s Administrative Council Resolution 1588 (2016) (hereinafter, the “**Environmental and Social Safeguards Policy**”),
- (F) Having regard to the CEB’s Procurement Guidelines, as adopted by the CEB’s Administrative Council in September 2011 (hereinafter, the “**Procurement Guidelines**”),

**HEREBY AGREE AS FOLLOWS:**

## 1. INTERPRETATION

### 1.1 Definitions

The following terms shall have the meaning indicated below, except as the context requires otherwise:

**“Agreement”** means this framework loan agreement, including its appendices.

**“Allocation”** means the commitment of a Tranche by the Borrower to the eligible component parts of the Project even if such Tranche has not yet been paid out under the Project.

**“Allocation Period”** has the meaning specified under Sub-clause 5.2.

**“Business Day”** means:

In relation to payments in Euro, any day on which TARGET 2 (the Trans European Automated Real-time Gross Settlement Express Transfer system) is operating.

**“Closing Date”** means the date set at 30 June 2023 (as also specified under Appendix 1 hereto) from which no further disbursements may be requested by the Borrower. Such date may be modified upon prior written consent of both Parties, by means of an exchange of letters.

**“Completion Report”** has the meaning specified under Sub-clause 6.1 (b).

**“Components”** means the eligible sectors of action defined under Appendix 1 hereto.

**“Currency”** means, for the purposes of the Agreement, Euro.

**“Day Count Convention”** means the convention for determining the number of days between two dates and the number of days in a year specified in the relevant Disbursement Notice.

**“Debt Instrument”** means (i) any loan or other form of financial indebtedness; (ii) an instrument, including any receipt or statement of account, evidencing or constituting an obligation to repay a loan, deposit, advance or similar extension of credit (including without limitation any extension of credit under a refinancing or rescheduling agreement), (iii) a bond, note, debt security, debenture or similar written evidence of financial indebtedness; or (iv) an instrument evidencing a guarantee of an obligation constituting financial indebtedness of another.

**“Default Interest Rate”** has the meaning specified under Sub-clause 4.9.

**“Disbursement Date”** means the date on which a Tranche is scheduled to be disbursed pursuant to the applicable Disbursement Notice.

**“Disbursement Notice”** has the meaning specified under Sub-clause 4.3(b).

**“Disbursement Request”** has the meaning specified under Sub-clause 4.3(a).

**“Early Reimbursement Confirmation”** has the meaning specified under Sub-clause 4.7.

**“Early Reimbursement Costs”** has the meaning specified under Sub-clause 4.7.

**“Early Reimbursement Date”** has the meaning specified under Sub-clause 4.7.

**“Early Reimbursement Notice”** has the meaning specified under Sub-clause 4.7.

**“Effective Date”** means the date of entry into force of the Agreement resulting from Clause 17.

**“EU”** means the European Union.

**“EURIBOR”** means the percentage rate *per annum* quoted on the page EURIBOR01 of the Thomson Reuters screen (or on a successor page which replaces the Thomson Reuters’ page EURIBOR01) at or about 11 a.m. Brussels time on the Interest Determination Date as the Euro interbank offered rate administrated by the European Money Market Institute (or any other entity which takes over the administration of that rate) for the same period as the relevant Interest Period.

If the relevant Interest Period is not the same as a period quoted by Thomson Reuters, the applicable EURIBOR shall be the percentage rate *per annum* resulting from a linear interpolation by reference to two (2) EURIBOR rates for Euro term deposits, one of which is applicable for a period of whole months next shorter and the other for a period of whole months next longer than the length of the relevant Interest Period.

**“Euro”** and the sign **“EUR”** means the lawful currency of the Member States of the EU which from time to time adopt it as their currency in accordance with the relevant provisions of the Treaty of the EU and the Treaty on the Functioning of the EU or their succeeding treaties.

**“European Convention on Human Rights”** means the Convention for the Protection of Human Rights and Fundamental Freedoms dated 4 November 1950, CETS No. 5, as amended from time to time.

**“European Social Charter”** means the European Social Charter dated 3 May 1996, CETS No. 163, as amended from time to time.

**“Final Beneficiaries”** are specified under Appendix 1 hereto as the group benefitting from the social effects of the Project.

**“Fixed Interest Rate”** means the interest rate *per annum* specified in the applicable Disbursement Notice.

**“Floating Interest Rate”** means the interest rate *per annum* determined by adding or subtracting the Spread specified in the applicable Disbursement Notice to or from, as the case may be, the Reference Rate.

For the avoidance of doubt, when the determination of the Floating Interest Rate results in a negative interest rate (due to a quoted negative Reference Rate, to the operation of a Spread that is subtracted from the Reference Rate or to any other circumstances), the interest to be paid by the Borrower for the Interest Period shall be deemed to be zero.

**“Interest Determination Date”** means, for the purposes of determination of a Floating Interest Rate, the day falling two (2) Business Days prior to the first day of the Interest Period, unless otherwise specified in the relevant Disbursement Notice.

**“Interest Payment Dates”** means the dates for the payment of interest corresponding to the relevant Interest Period specified in the applicable Disbursement Notice.

**“Interest Period”** means the period commencing on an Interest Payment Date and ending on the day immediately prior to the following Interest Payment Date, provided that the first Interest Period applicable to each Tranche shall commence on the Disbursement Date and end on the day immediately prior to the next Interest Payment Date.

**“Loan”** means the loan granted to the Borrower by the CEB by means of the Agreement.

**“Loan Amount”** means the amount specified under Sub-clause 4.1.

**“Market Disruption Event”** has the meaning specified under Sub-clause 4.10.

**“Material Adverse Change”** means any event which, in CEB’s opinion, (i) materially impairs the Borrower’s ability to perform its financial obligations under the Agreement; or (ii) adversely affects any Security provided by the Borrower or a third-party to secure the due performance of the Borrower’s financial obligations under the Agreement.

**“Maturity Date”** means the last Principal Repayment Date for each Tranche specified in the applicable Disbursement Notice.

**“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.

**“Principal Repayment Date(s)”** means the date(s) for the repayment(s) of principal under each Tranche specified in the applicable Disbursement Notice.

**“Principal Repayment Period”** means with respect of each Tranche the period running from its Disbursement Date to its Maturity Date.

**“Progress Report”** has the meaning specified under Sub-clause 6.1(a).

**“Prohibited Practices”** has the meaning specified under Sub-clause 5.8.

**“Project”** means the eligible investment scheme(s)/the programme of eligible Sub-Projects set forth under Appendix 1 to be partially financed with the Loan approved by the CEB’s Administrative Council with ref. LD 1981.

**“Project Implementing Entity”** (hereinafter, the “**PIE**”) means the legal entity that, by delegation of the Borrower, is in charge of the implementation of the Project.

**“Reference Rate”** means EURIBOR for a Floating Interest Rate Tranche denominated in Euro.

**“Security”** means any agreement or arrangement creating a preferential rank, a preferential right of payment, a collateral or guarantee of any nature whatsoever which might confer enhanced rights upon third parties.

**“Spread”** means, in connection with a Floating Interest Rate Tranche, the fixed-spread to the Reference Rate (being either plus or minus) specified in basis points in the applicable Disbursement Notice.

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

**“Sub-project”** means an eligible investment scheme to be financed under the Project.

**“Tranche”** means an amount disbursed or to be disbursed under the Loan.

## 1.2 Construction

Unless the context otherwise requires, references to:

- (a) this Agreement shall be construed as references to this Agreement as supplemented, amended or restated from time to time;
- (b) “Clauses”, “Sub-clauses” and “Recitals” shall be construed as references to clauses, sub-clauses and recitals respectively of this Agreement; and
- (c) words importing the singular shall include the plural and vice-versa.

## 1.3 Headings

Headings in this Agreement have no legal significance and do not affect its interpretation.

## 1.4 Rounding

For the purposes of any calculations referred to in this Agreement:

- a) all percentages resulting from such calculations other than those determined through the use of interpolation will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (e.g., 9.876541% (or .09876541) being rounded down to 9.87654% (or .0987654) and 9.876545% (or .09876545) being rounded up to 9.87655% (or .0987655));
- b) all percentages determined through the use of linear interpolation by reference to two (2) relevant Reference Rates will be rounded, if necessary, in accordance with the method set forth in subsection (a) above, but to the same degree of accuracy as the two (2) rates used to make the determination (except that such percentages will not be rounded to a lower degree of accuracy than the nearest one thousandth of a percentage point (0.001%)); and
- c) all currency amounts used in or resulting from the above calculations will be rounded, unless otherwise specified in the relevant Currency definition, to the nearest two decimal places in the relevant currency (with .005 being rounded upwards (e.g., .674 being rounded down to .67 and .675 being rounded up to .68)).

## 2. CONDITIONS

The Loan is granted under the general conditions of the Loan Regulations and under the special conditions of the Agreement.

## 3. PURPOSE

The CEB grants the Loan to the Borrower, who accepts it, solely for the purpose of financing the Project as described under Appendix 1 hereto.

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

Any change to the way the Loan is applied that has not received the CEB's approval would constitute an event in the terms of Article 3.3 (h) of the Loan Regulations and may give rise to the early reimbursement, suspension or cancellation of the Loan under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

## 4. FINANCIAL CONDITIONS

### 4.1 Loan Amount

The Loan Amount is:

TWO HUNDRED MILLION EUROS

EUR 200,000,000

### 4.2 Disbursement Amount

The Loan shall be disbursed in a minimum of two (2) Tranches.

The amount of each Tranche shall be determined according to the absorption capacity and the needs of the Borrower. The amount of the first Tranche shall not exceed fifty per cent (50 %) of the Loan Amount.

#### 4.3 Disbursement Procedure

The disbursement of each Tranche is determined through the following procedure upon prior consultation with CEB:

##### (a) Disbursement Request

Prior to each disbursement, the Borrower shall submit to the CEB a disbursement request substantially in the form set out under Appendix 3 hereto (hereinafter, a “**Disbursement Request**”).

A Disbursement Request shall specify the proposed:

- (i) Currency(ies) and amount(s) for the Tranche;
- (ii) Disbursement Date; such Disbursement Date shall be a Business Day falling at least five (5)Business Days but not later than twenty (20) Business Days after the date of the Disbursement Request;
- (iii) Principal Repayment Date(s), including the Maturity Date, taking into account that the Principal Repayment Period for each Tranche shall not exceed twenty (20) years including a grace period not greater than five (5) years;
- (iv) maximum Fixed Interest Rate or maximum Spread to the Reference Rate;
- (v) Interest Period and Interest Payment Dates;
- (vi) Day Count Convention and Business Days; and
- (vii) Borrower’s account for payments.

Each Disbursement Request delivered to the CEB shall be irrevocable, unless otherwise agreed in writing by the CEB.

##### (b) Disbursement Notice

If the CEB receives a Disbursement Request that complies with the Disbursement Request requirements set out Sub-clause 0(a) above, and if all other relevant Disbursement Conditions as defined in Sub-clause 0(*Disbursement Conditions*) below have been fulfilled by the Borrower, the CEB shall deliver to the Borrower a disbursement notice substantially in the form set out under Appendix 3 hereto (hereinafter, a “**Disbursement Notice**”). Each Disbursement Notice shall be delivered at least two (2) Business Days before the proposed Disbursement Date.

A Disbursement Notice shall specify:

- (i) Currency(ies) and amount(s) for the Tranche;
- (ii) Disbursement Date;
- (iii) Principal Repayment Period and Principal Repayment Date(s), including the Maturity Date;
- (iv) Fixed Interest Rate or Spread to the Reference Rate;
- (v) Interest Period and Interest Payment Dates;
- (vi) Day Count Convention and Business Days; and
- (vii) Borrower’s and CEB’s accounts for payments.

A Disbursement Notice matching the elements included in a Disbursement Request shall constitute an irrevocable and unconditional commitment on the part of the Borrower to borrow from the CEB and on the part of the CEB to disburse to the Borrower the Tranche under the terms and conditions specified in the Disbursement Notice.

Notwithstanding the above, if the CEB has not delivered a Disbursement Notice within ten (10) Business Days following the receipt of a Disbursement Request, the relevant Disbursement Request shall be deemed cancelled.

#### **4.4 Disbursement Period**

Unless otherwise agreed in writing by the CEB, the Borrower shall not be entitled to:

- (i) the issue of a Disbursement Request for the first Tranche beyond twelve (12) months after the Effective Date;
- (ii) the issue of any further Disbursement Request beyond eighteen(18) months after the last disbursement; or
- (iii) the issue of any further Disbursement Request beyond the Closing Date specified under Appendix 1 hereto.

#### **4.5 Disbursement Conditions**

- (a) Conditions precedent to the Disbursement Request for the first Tranche:
  - (i) Legal opinion in English issued by the Ministry of Justice of the Borrower confirming to the CEB's satisfaction, substantially in the form set out under Appendix 2 hereto, that the Agreement has been duly executed by authorised representatives of the Borrower and that the Agreement is valid, binding and enforceable in accordance with its terms in the Borrower's jurisdiction.
  - (ii) Evidence in English (e.g., Statute, Power of Attorney, etc.) to the CEB's satisfaction of the person(s) authorised to execute the Agreement and the Disbursement Requests on behalf of the Borrower, together with the authenticated specimen of the signature(s) of such person(s); and
- (b) Conditions precedent to any further Disbursement Request:
  - (i) In the event there has been a change regarding the person(s) authorised to execute Disbursement Requests on behalf of the Borrower, the Borrower shall provide CEB with updated evidence of the person(s) authorised to execute the corresponding Disbursement Requests on behalf of the Borrower, together with the authenticated specimen of the signature(s) of such person(s); and
  - (ii) Progress Report confirming to the CEB's satisfaction the full Allocation of the previous Tranche.

#### **4.6 Repayment**

On any Principal Repayment Date, the Borrower shall repay the principal of each Tranche due on that Principal Repayment Date in accordance with the terms set forth in the applicable Disbursement Notice.

#### **4.7 Early Reimbursement**

##### **(a) Mechanics**

If in any event specified in this Agreement referring to this Sub-clause the Borrower ought to reimburse prior to maturity all or part of a Tranche or in the event of voluntary early reimbursement the Borrower shall give at least a two(2) months prior written notice to the CEB (hereinafter, the "**Early Reimbursement Notice**") specifying the amounts to be reimbursed, the date on which the reimbursement will take place (hereinafter, the "**Early Reimbursement Date**") and, upon prior consultation with the CEB, the maximum Early Reimbursement Costs. The Early Reimbursement Date shall fall on an Interest Payment Date, unless otherwise agreed in writing by the CEB.

Upon receipt of the Early Reimbursement Notice, the CEB shall send a written notice to the Borrower (hereinafter, the “**Early Reimbursement Confirmation**”), not later than fifteen (15) Business Days prior to the Reimbursement Date, indicating the accrued interest due thereon and the Early Reimbursement Costs in accordance with Sub-clause 4.7(b).

An Early Reimbursement Confirmation matching the elements included in an Early Reimbursement Notice shall constitute an irrevocable and unconditional commitment on the part of the Borrower to reimburse the relevant amounts to the CEB under the terms and conditions specified in the Early Reimbursement Confirmation. If the CEB has not delivered an Early Reimbursement Confirmation within the deadline specified above, the relevant Early Reimbursement Notice shall be deemed as cancelled.

If the Borrower partially reimburses a Tranche, the reimbursed amount shall be applied pro rata to each outstanding principal repayment. In such an event, the Early Reimbursement Confirmation shall accordingly include an adjusted repayment schedule which shall be binding on the Borrower.

#### (b) Early Reimbursement Costs

The Early Reimbursement Costs resulting from early reimbursement in accordance with Sub-clause 4.7(a) shall be determined by the CEB on the basis of the costs to it of redeploying the amount to be reimbursed from the Early Reimbursement Date to the Maturity Date, including any related costs, such as unwinding any underlying hedging arrangements. The costs of redeployment will be established on the basis of the difference between the original rate and the redeployment rate, which shall be determined by the CEB on the basis of market conditions on the date of the Early Reimbursement Notice.

### **4.8 Interest Determination**

The Borrower shall pay interest on the principal of each Tranche from time to time outstanding during each Interest Period at the Fixed Interest Rate/Floating Interest Rate specified in the applicable Disbursement Notice.

Interest shall (i) accrue from and including the first day of the Interest Period to but excluding the last day of such Interest Period; and (ii) be due and payable on the Interest Payment Dates specified in the applicable Disbursement Notice. Interest shall be calculated on the basis of the Day Count Convention specified in the relevant Disbursement Notice.

In the case of Floating Interest Rate Tranches, the CEB shall determine on each Interest Determination Date the interest rate applicable during the relevant Interest Period in accordance with the Agreement and promptly give notice thereof to the Borrower. Each determination by the CEB shall be final, conclusive and binding upon the Borrower unless shown by the Borrower to the satisfaction of the CEB that any such determination has involved manifest error.

### **4.9 Default Interest Rate**

In the event that the Borrower fails to pay, in full or in part, any amount under the Agreement, and notwithstanding any other recourse available to the CEB under the Agreement or otherwise, the Borrower shall pay interest on such unpaid amounts from the due date until the date of receipt of such payment by the CEB at the interest rate *per annum* equal to the one-month EURIBOR quoted on the due date plus two hundred basis points (200 bps) (hereinafter, the “**Default Interest Rate**”).

The applicable Default Interest Rate shall be updated every thirty (30) calendar days.

### **4.10 Market Disruption Event**

The CEB shall promptly, upon becoming aware of it, notify to the Borrower that a Market Disruption Event has occurred.

For the purposes of the Agreement, “**Market Disruption Event**” refers to the following circumstances:

- (a) The Reuters page referred to under the EURIBOR definition does not indicate the required details or is not accessible.

Under such a Market Disruption Event, the applicable EURIBOR shall be the percentage rate *per annum* determined by the CEB to be the arithmetic mean of the rates at which loans in Euro, in an amount identical or nearest comparable to the Loan amount in question and for a period identical or nearest comparable to the relative Interest Period, are offered on the Interest Determination Date by three (3) leading banks in the EU interbank market selected by the CEB. If at least two (2) quotations are provided, the applicable EURIBOR for that Interest Determination Date shall be the arithmetic mean of all quotations provided.

If only one (1) or no quotation is provided, the applicable EURIBOR shall be the percentage rate *per annum* determined by the CEB to be the arithmetic mean of the rates at which loans in Euro, in an amount identical or nearest comparable to the Loan amount in question and for a period identical or nearest comparable to the relative Interest Period, are offered on the second Business Day after the beginning of the relevant Interest Period by major banks in the EU interbank market selected by the CEB.

- (b) The CEB determines that it is not possible to determine the applicable Reference Rate in accordance with paragraph (a) above.

Under such a Market Disruption Event, the applicable Floating Interest Rate shall be replaced by the rate that expresses as a percentage rate *per annum* the cost to the CEB of funding the Loan from whatever source the CEB may reasonably select.

- (c) At any time between the delivery of a Disbursement Notice and the Disbursement Date the CEB reasonably determines that there are exceptional and unexpected circumstances of an economic, financial, political or other external nature adversely affecting the CEB’s access to its sources of funding.

Under such a Market Disruption Event, the CEB shall be entitled to cancel at no cost the scheduled disbursement.

In the case of the Market Disruption Events set forth under items (a) and (b) above:

- (i) If the Borrower so requires, the Parties, acting in good faith, shall enter into negotiations for a period of not more than thirty (30) calendar days in order to agree on an alternative to the applicable EURIBOR. If no agreement is reached, the Borrower may proceed with early reimbursement on the next Interest Payment Date in the terms provided under Sub-clause 4.7.
- (ii) The CEB shall have the right, acting in good faith and in consultation with the Borrower to the extent reasonably practicable, to change the duration of any subsequent Interest Period to thirty (30) calendar days or less by sending to the Borrower a notice thereof. Any such change to an Interest Period shall take effect on the date specified by the CEB in such notice.
- (iii) For the avoidance of doubt, items (i) and (ii) above shall only apply in circumstances where the Borrower shall pay interest on the principal of a Tranche outstanding at a Floating Interest Rate.

If the CEB determines that the relevant Market Disruption Event no longer exists, then, subject to any further Market Disruption Event occurring or existing, the Floating Interest Rate and/or Interest Period applicable to any relevant Tranche shall

revert, from the first day of the following Interest Period to being calculated in accordance with the Floating Interest Rate and Interest Period specified in the relevant Disbursement Notice.

#### **4.11 Payments**

All the amounts due by the Borrower under this Agreement are payable in the Currency of each Tranche to the CEB's account indicated in the applicable Disbursement Notice. Any payment under this Agreement shall be made on a Business Day subject to the Modified Following Business Day Convention. Any payment shall be deemed paid when the CEB has received the amount on its account.

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.

### **5. PROJECT IMPLEMENTATION**

The Borrower shall implement the Project in accordance with the Agreement.

The Borrower designates the Public Investment Management Office (PIMO)as the PIE. The Borrower shall ensure that a dedicated team,which shall include specialists on hospital rehabilitation and quality review of designs,shall be designated within PIMO and maintained throughout the Project implementation period.

In any event, the Borrower remains solely liable to comply with its obligations under the Agreement.

Failure to comply with the Project Implementation undertakings set forth hereby under Clause 0 would constitute, irrespective of any other applicable provision of the Loan Regulations, an event in the terms of Article 3.3 (h) of the Loan Regulations and may give rise to (i) the relevant Sub-project or contract expenditure declared ineligible for Allocation under the Project; and/or (ii) the early reimbursement, suspension or cancellation of the Loan, in whole or in part, under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

#### **5.1 Duty of Care**

The Borrower shall apply all care and diligence, and shall exercise all typically used means (including, but not limited to, legal, financial, managerial and technical) required for the proper implementation of the Project.

#### **5.2 Allocation Period**

The Borrower shall allocate each Tranche to the Projectwithin twelve (12) months after the relevant Disbursement Date (the "**Allocation Period**"), unless otherwise agreed between the Borrower and CEB.

If a Tranche disbursed by the CEB is not allocated to the Project or is only partially allocated to it within the Allocation Period, the Borrower shall reimburse the unallocated amounts to the CEB in accordance with Sub-clause 0unless otherwise agreed between the Borrower and CEB.

#### **5.3 Project Costs**

The Tranches disbursed under the Loan shall not exceed sixty (60) per cent (60%) of the total eligible costs of the Project. If the Tranches disbursed under the Loan exceed the above 60% (by reduction of the total eligible costs or otherwise), the Borrower shall reimburse the surplus to the CEB in accordance with Sub-clause 4.7.

Should the total eligible costs of the Project increase or be revised for whatever reason, the Borrower shall ensure that the additional financial resources for the completion of the Project are available without recourse to the CEB. The plans to finance the increased costs shall be communicated to the CEB without delay.

#### **5.4 Project Specific Undertakings**

The Borrower shall ensure that:

- (i) all the land, real property rights and permits required for the implementation of the Project are timely available; and
- (ii) all assets and plants under the Project are permanently insured and maintained in accordance with international best practices.

#### **5.5 Procurement**

Procurement of supplies, works and services to be financed under the Project shall comply with the CEB Procurement Guidelines.

#### **5.6 Environmental and Social Safeguards**

The Borrower through PIMO shall implement the Project in conformity with the requirements set forth in the Environmental and Social Safeguards Policy. In particular, should any Sub-project require an Environmental Impact Assessment (EIA) in accordance with the Environmental and Social Safeguards Policy, the Borrower shall require the CEB's prior approval before proposing the Allocation of the Loan to such a Sub-project.

#### **5.7 Human Rights**

The Borrower through PIMO shall ensure that the implementation of the Project will not give rise to a violation of (i) the European Convention on Human Rights; or (ii) the European Social Charter.

#### **5.8 Integrity**

The Borrower undertakes that it will not commit, and no person, with its consent or prior knowledge, will commit, in connection with the implementation of the Project or the execution of any contract under the Project a Corrupt, Fraudulent, Coercive or Collusive Practice (hereinafter, jointly referred to as the "**Prohibited Practices**").

For the purposes of this Agreement:

- (i) A "**Corrupt Practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
- (ii) A "**Fraudulent Practice**" means 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.
- (iii) A "**Coercive Practice**" means 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.
- (iv) 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.

The Borrower undertakes to inform CEB if it should become aware of any fact or information suggestive of the commission of any such Prohibited Practice. For this purpose, the knowledge of any member of PIMO shall be deemed the knowledge of the Borrower.

The Borrower undertakes:

- (i) to take timely such action as the CEB may reasonably request to investigate and/or terminate any alleged or suspected Prohibited Practice;
- (ii) to inform the CEB of the measures taken to seek damages from the persons responsible for any loss resulting from any such Prohibited Practice; and
- (iii) to facilitate any investigation that the CEB may make concerning any such act.

The Head of the PIE shall be responsible for contacts with the CEB for the purposes of this Sub-clause.

### **5.9 Visibility**

The Borrower shall inform the Final Beneficiaries that the Project is partly financed by the CEB through appropriate means of communication such as dedicated notices in relevant websites, press releases, brochures or the exhibit of billboards/plates on relevant Project sites/facilities. In any case, information given to the Final Beneficiaries shall display in an appropriate way the CEB's name and logo.

## **6. MONITORING**

### **6.1 Reporting**

#### **(a) Identification of Sub-projects and Progress Report**

After any disbursement of a Tranche by the CEB, the Borrower through PIMO shall send to the CEB for approval within the Allocation period a form identifying each Sub-project to which the Tranche has been allocated.

In case any Sub-project to which the Tranche has been allocated does not comply with the eligibility criteria set forth under Appendix 1, the Borrower shall timely allocate the relevant amounts to other eligible Sub-projects or otherwise reimburse the unallocated amounts to the CEB in accordance with Sub-clause 4.7.

The Borrower through PIMO shall send to the CEB a progress report (hereinafter, a "**Progress Report**") (i) once a year, until the full Allocation of the disbursed Tranches; and (ii) prior to every Disbursement Request.

Appendix 4 hereto provides a template specifying the minimum information required by the CEB to verify the eligibility of the Sub-project in accordance with criteria set forth under Appendix 1. Alternative formats containing the same information may also be used.

#### **(b) Completion Report**

Upon full Allocation of the Tranches, the Borrower through PIMO shall submit a completion report (hereinafter, a "**Completion Report**") including an appraisal of the Project's social impact with technical indicators agreed upon with the CEB in Appendix 5.

Appendix 4 hereto provides a template specifying the minimum information required by the CEB. Alternative formats containing the same information may also be used.

### **6.2 Visits**

The Borrower undertakes to favourably receive any monitoring/technical/evaluation visits, including by facilitating access to relevant Project/Sub-project sites/contractors, carried out by the CEB's staff members or designated third parties.

### **6.3 Audit**

Should the Borrower fail to comply with any of its undertakings under the Agreement, the Borrower undertakes to favourably receive any on-site audit, carried out by the CEB's staff members or designated third parties, which shall be at the Borrower's expense.

### **6.4 Project Information**

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

The Borrower through PIMO shall deliver to the CEB in a timely manner any information or document concerning the financing or the implementation (including in particular environmental and procurement issues) of the Project as the CEB may reasonably require.

The Borrower through PIMO shall inform the CEB immediately of any event that may have a material adverse impact on the implementation of the Project, including but not limited to:

- (i) any action or protest initiated or any objection raised by any third party or any genuine complaint received by the Borrower or any material litigation that is commenced or threatened against it with regard to procurement or environmental or other matters affecting the project; and
- (ii) any enactment of or any amendment to any law, rule or regulation (or in the application or official interpretation of any law, rule or regulation).

Any event that may have a material adverse impact on the implementation of the Project would constitute an event in the terms of Article 3.3 (h) of the Loan Regulations and may give rise to the early reimbursement, suspension or cancellation of the Loan under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

### **6.5 Borrower Information**

The Borrower, directly or through PIMO, shall inform the CEB immediately of any Material Adverse Change. Any Material Adverse Change would constitute an event in the terms of Article 3.3 (h) of the Loan Regulations and may give rise to the early reimbursement, suspension or cancellation of the Loan under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

The fact that, following any default in relation thereto, the Borrower is required or is capable of being required or will, following expiry of any applicable contractual grace period, be required or be capable of being required to prepay, repay or terminate ahead of maturity any Debt Instrument or any commitment in connection with a Debt Instrument is cancelled or suspended, would constitute an event in the terms of Article 3.3 (h) 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 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

## **7. PARI PASSU**

Failure to comply with the provisions set forth hereby under Clause 0 would constitute an event in the terms of Article 3.3(h) of the Loan Regulations and may

give rise to the early reimbursement, suspension or cancellation of the Loan under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

### **7.1 Ranking**

The Borrower shall ensure that its payment obligations under this Agreement rank, and will rank, not less than *paripassu* in right of payment with all other present and future unsecured and unsubordinated obligations under its Debt Instruments.

In particular, the Borrower shall not make (or authorise) any payment in respect of any other such Debt Instrument (whether regularly scheduled or otherwise) if:

- (i) the CEB makes a demand of early reimbursement under Article 3.3 of the Loan Regulations; or
- (ii) an event or potential event of default under any unsecured and unsubordinated Debt Instrument of the Borrower or any of its agencies or instrumentalities has occurred and is continuing.

However, payment in respect of such Debt Instrument is possible if the Borrower:

- (i) simultaneously pays; or
- (ii) sets aside in a designated account for payment on the next Interest Payment Date

a sum equal to the same proportion of the principal outstanding under this Agreement as the proportion that the payment under such Debt Instrument bears to the total debt outstanding under that instrument.

For this purpose, any payment of a Debt Instrument that is made out of the proceeds of the issue of another instrument, to which substantially the same persons as hold claims under the Debt Instrument have subscribed, shall be disregarded.

### **7.2 Security**

Should a Security be granted for the performance of any Borrower's Debt Instrument, the Borrower shall timely inform the CEB of its intentions and shall, if so required by the CEB, provide to the CEB, within the deadline set forth in CEB's notice, identical or equivalent Security for the performance of its financial obligations under this Agreement.

This provision shall not apply to a Security:

- (a) created on property at the time of purchase solely as security for the payment of the purchase price or for the payment of debt incurred for the purpose of financing the purchase of such property;
- (b) securing a Debt Instrument maturing not more than one (1) year after the date on which it is originally incurred; or
- (c) previously approved by the CEB.

### **7.3 Clause by Inclusion**

Should any Borrower's Debt Instrument include clauses regarding a loss-of-rating, financial ratios or *paripassu* that are stricter than any equivalent provision of this Agreement, the Borrower shall so inform the CEB and shall, at the request of the CEB by means of a written notice, execute within the period indicated in the CEB's notice, an amendment to this Agreement to provide an equivalent provision in favour of the CEB.

#### **7.4 Prepayment to Third Parties**

Should the Borrower prepay in whole or in part, voluntarily or otherwise, any Debt Instrument, the Borrower shall so inform the CEB.

In such an event, and upon CEB's request, the Borrower shall reimburse to the CEB the amounts disbursed under the Loan in accordance with Sub-clause 0 in such proportion as the prepaid amount bears to the corresponding Debt Instrument. The aforementioned does not concern prepayments to revolving credit facilities which remain open for drawing on the same terms after such prepayment.

For the purposes of the Agreement, “**prepayment**” means a repayment in advance of maturity.

### **8. REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants that:

- (a) its competent bodies have authorised it to enter into the Agreement and have given the signatory(ies) the authorisation therefor, in accordance with the laws, decrees, regulations and other texts applicable to it;
- (b) the execution and delivery of, the performance of its obligations under and compliance with the provisions of this Agreement do not:
  - (i) contravene or conflict with any applicable law, statute, rule or regulation, or any judgement, decree or permit to which it is subject;
  - (ii) contravene or conflict with any agreement or other Debt Instrument binding upon it which might reasonably be expected to give rise to a Material Adverse Change;
- (c) no event or circumstance is outstanding that constitutes a default under any other agreement or Debt Instrument, which is binding on it or to which its assets are subject, which might reasonably be expected to give rise to a Material Adverse Change;
- (d) no Security has been granted to a third party in breach of Sub-clause 7.2;
- (e) no litigation, arbitration or administrative proceedings of or before any court, arbitral tribunal or agency which might reasonably be expected to give rise to a Material Adverse Change have (to the best of its knowledge and belief) been started or threatened against it; and
- (f) it has received a copy of the Loan Regulations, the Loan Policy, the Environmental and Social Safeguards Policy and the Procurement Guidelines and has taken note thereof.

The above representations and warranties are deemed repeated on the date of signature of each Disbursement Request. Any change in relation to the above representations and warranties must, for the entire Loan period, be notified and any supporting documents provided to the CEB immediately.

If any of the above representations and warranties is or proves to have been incorrect or misleading in any respect, this would constitute an event in the terms of Article 3.3 (h) 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 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

## **9. 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.

## **10. NON-WAIVER**

In no case, including delay or partial exercise, shall it be presumed that the CEB has tacitly waived any right granted to it by the Agreement.

## **11. ASSIGNMENT**

The Borrower may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the CEB.

The CEB may assign all or part of its rights and benefits or transfer all or part of its rights, benefits and obligations under the Agreement.

## **12. GOVERNING LAW**

The Agreement 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.

## **13. DISPUTES**

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

The 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.

In any legal action arising from this Agreement, the CEB's certificate as to any amount due or interest rate applicable under the Agreement shall, in the absence of manifest error, be *prima facie* evidence of such amount or interest rate.

## **14. NOTICES**

Any notice or other communication to be given or made under this Agreement to the CEB or the Borrower shall be in writing and shall be deemed to have been duly given or made when it is delivered by registered mail or facsimile by one Party to the other Party's address or fax number specified below:

### For the Borrower:

Ministry of Finance of the Republic of Serbia

20, Kneza Miloša Street

11000 Belgrade

Serbia

Attention: Minister of Finance

Fax: +381 11 3618 961

### For the CEB:

Council of Europe Development Bank  
 55 Avenue Kléber  
 75116 Paris  
 France  
 Attention: Director, Projects Department  
 Fax: + 33 1 47 55 37 52

All notices or other communications to be given or made under the Agreement 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.

Without affecting the validity of any notice delivered by facsimile according to the paragraphs above, a copy of each notice delivered by facsimile shall also be sent by registered letter to the relevant Party on the following Business Day at the latest.

Notices issued by the Borrower pursuant to any provision of this Agreement shall, where required by the CEB, be delivered to the CEB together with satisfactory evidence of the authority of the person or persons authorised to sign such notice on behalf of the Borrower and the authenticated specimen signature of such person or persons.

## **15. TAXES AND EXPENSES**

The Borrower shall pay, to the extent applicable, all taxes, duties, fees and other impositions of whatsoever nature, including stamp duty and registration fees, arising out of the execution, registration or implementation of the Agreement or any related document as well as of the creation, perfection, registration or enforcement of any Security required under the Agreement.

The Borrower shall bear all charges and expenses (including legal, professional, banking or exchange costs) incurred in connection with (i) the preparation, execution, perfection, implementation and termination of this Agreement or any related document; (ii) any amendment, supplement or waiver in respect of this Agreement or any related document; and (iii) the preparation, execution, perfection, management and enforcement of any Security required under the Loan.

Notwithstanding the above, Article 4.7 (*Cost of arbitration*) of the Loan Regulations shall apply regarding the costs of the arbitration set forth under Clause 13.

## **16. DISCHARGE**

After repayment of all outstanding principal under the Loan as well as payment of all interests and other expenses resulting from the Agreement, including in particular those amounts under Sub-clause 0 and Clause 0, the Borrower shall be fully released from its obligations towards the CEB, with the exception of those set out in Clause 0 above for the purposes of a possible evaluation of the Project, which shall not take place later than four (4) years following the repayment of all outstanding principal under the Loan.

## **17. ENTRY INTO FORCE**

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

IN WITNESS THEREOF the Parties have caused the Agreement to be executed by duly authorised signatories in four (4) originals, each of which is equally valid. One (1) original is for CEB and (3) for the Borrower.

Belgrade, on April 4, 2019

For the Borrower

Name: Siniša Mali

Title: Minister of Finance

Paris, on April 15, 2019

For the CEB

Name: Rolf Wenzel

Title: Governor

**APPENDIX 1**  
**Project Description**

I.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><b>LD</b></td><td>1981 (2018)</td></tr> <tr> <td><b>Borrower</b></td><td>Republic of Serbia</td></tr> <tr> <td><b>Loan Type</b></td><td>Public Sector Financing Facility (PFF)</td></tr> <tr> <td><b>Loan Amount</b></td><td>EUR 200 000 000</td></tr> <tr> <td><b>Approval by the CEB's Administrative Council</b></td><td>15 November 2018.</td></tr> </table>	<b>LD</b>	1981 (2018)	<b>Borrower</b>	Republic of Serbia	<b>Loan Type</b>	Public Sector Financing Facility (PFF)	<b>Loan Amount</b>	EUR 200 000 000	<b>Approval by the CEB's Administrative Council</b>	15 November 2018.																													
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<b>Eligibility Criteria</b>	<p>1. The CEB may finance projects concerning health and related infrastructure such as:</p> <ul style="list-style-type: none"> <li>i. Construction and/or rehabilitation of:           <ul style="list-style-type: none"> <li>a. public hospitals;</li> <li>b. public medical service infrastructure, including those specialised in assisting vulnerable populations;</li> <li>c. nursing homes for the elderly and welfare centres, including housing for the aged who are still independent.</li> </ul> </li> <li>ii. Adaptation of such premises in order to facilitate their accessibility and circulation of persons with reduced mobility;</li> </ul>																																							

	<ul style="list-style-type: none"> <li>iii. Acquisition of health management and related material and equipment; this may involve outright purchase, or the lease or other forms of long-term hire of such equipment;</li> <li>iv. Home-based care and support programmes.</li> </ul> <p>2. The projects may include training for specialised staff in the social and health sectors.</p> <p>3. Private establishments and infrastructure must be state-approved (in compliance with the criteria fixed by the state for this type of establishment).</p> <p>4. Within the framework of health projects, financing can also be granted for basic infrastructure such as:</p> <ul style="list-style-type: none"> <li>(i) water supply;</li> <li>(ii) collection and treatment of waste water and solid waste, including toxic waste;</li> <li>(iii) electricity and gas supplies.</li> </ul>
<b>Eligible Costs</b>	<p>1. Healthcare infrastructure and equipment and up to EUR 2 million for PIMO staff costs in accordance with paragraph 5 below.</p> <p>2. Eligible costs may include:</p> <ul style="list-style-type: none"> <li>i. The cost of surveys or studies (technical, economic or commercial, engineering) as well as the cost of technical supervision of the project. These costs should not exceed 5% of the total cost of the project, unless justified;</li> <li>ii. The cost of acquiring land directly linked to a project, at its purchase price, unless it has been donated or granted;</li> <li>iii. Preparation of the land;</li> <li>iv. Construction/renovation/modernization or purchase of buildings directly linked to a project;</li> <li>v. The installation of basic infrastructure such as sewerage, water supply, electricity and telecommunications networks, waste disposal and waste water treatment, roads, etc.;</li> <li>vi. The purchase of materials, equipment and machinery, as well as the related costs linked to the training of staff.</li> </ul> <p>3. Contingencies for unanticipated costs (technical and/or price increases) can be financed by CEB. These represent financial coverage in respect of possible changes in the quantity of work required, or of unit prices, in the type and quantity of equipment to be purchased or in the method of carrying out the project. Depending on the sector of activity and the various components of the project, these contingencies may represent up to 10% of the total</p>

	<p>cost of the project.</p> <p>4.Costs related to professional/vocational training and public awareness-raising campaigns may be eligible for CEB financing taking into account their objectives within the framework of the projects.</p> <p>5.CEB loans cannot cover staff costs (wages/salaries and other related benefits such as pension payments), financial charges and non-cash elements such as depreciation. Such costs may however be considered eligible when they relate to project management or technical assistance required for project preparation and implementation.</p> <p>6.Financial costs or investments (payment of debts, refinancing, interest charges, acquisition of interest in the capital of an enterprise, etc.) cannot be included in the estimated costs of the project and cannot be financed by the CEB.</p> <p>7.Non-deductible and non-refundable VAT and other tax-related costs non-deductible and non-refundable can be considered as eligible costs.</p>
--	---

<b>IV. Social impact</b>	The Project will contribute to improved conditions for patients, medical and administrative staff as well as the quality of service provided. Improved access to modern equipment is expected to contribute to better diagnosis and more effective treatment of patients. Investments in most facilities will also include various energy efficiency measures.
--------------------------	--

**APPENDIX 2**  
**Form of Legal Opinion**

Council of Europe Development Bank  
 55, avenue Kléber  
 F-75116 Paris

Attn: Projects Department  
 Cc: Office of the General Counsel

[INSERT DATE]

**Re: Framework Loan Agreement between the Council of Europe Development Bank and the Republic of Serbia (Ref: LD 1981 (2018))**

Dear Sirs,

In my capacity as the Minister of Justice, I hereby submit this opinion in line with the provisions of Article 4.5(a)(i) of the Framework Loan Agreement LD 1981 (2018) between Council of Europe Development Bank and Republic of Serbia, at the amount of 200,000,000 EUR, signed on \_\_\_\_\_ (hereinafter referred to as the "Loan Agreement"). All the terms that are used here, if not otherwise defined, have the same meaning as in the Loan Agreement.

I have reviewed the original Loan Agreement and the provisions of the Constitution of the Republic of Serbia ("Official Gazette of the Republic of Serbia" No. 98/2006), as well as legal and other regulations, and I have undertaken other activities that I deemed necessary in order to submit this opinion.

According to the aforementioned, my opinion is as follows:

(a) Pursuant to the provision of Article 123, Item 1 of the Constitution of the Republic of Serbia ("Official Gazette of the Republic of Serbia" No. 98/2006) it is provided that the Government shall establish and pursue the policy, and pursuant to the provision of Article 2, Paragraph 1 and Article 43, Paragraph 3 of the Law on Government ("Official Gazette of the Republic of Serbia" No. 55/05, 71/05-corrigendum, 101/07, 65/08, 16/11, 68/12-Constitutional Court, 72/12, 7/14 – Constitutional Court and 44/14and 30/18-other law) it is provided that the Government shall establish and pursue the policy of the Republic of Serbia, and when it does not pass other acts, the Government adopts conclusions. In line with the referred provisions, the Government at its session held on \_\_\_\_\_ adopted the Conclusion No: \_\_\_\_\_, whereby it adopted the Draft Loan Agreement and authorized \_\_\_\_\_, to sign the Loan Agreement on behalf of the Government as the representative of the Republic of Serbia;

(b) Pursuant to the provision of Article 99, Paragraph 1, Item 4 of the Constitution of the Republic of Serbia ("Official Gazette of the Republic of Serbia" No. 98/2006) it is provided that the National Assembly of the Republic of

Serbia ratifies the international treaties when their ratification is provided by law, and subject to the provision under Article 2, Paragraph 1 of the Law on Conclusion and Execution of International Treaties ("Official Gazette of the Republic of Serbia - International Treaties" No. 32/13) which provides that an international treaty shall be a treaty which the Republic of Serbia concludes in written form with one or more countries or one or more international organizations, which is governed by international law. Pursuant to the provision of Article 5, Paragraph 2 of the Law on Public Debt ("Official Gazette of the Republic of Serbia" No. 61/05, 107/09, 78/11, 68/15 and 95/18) it is provided that the National Assembly of the Republic of Serbia decides on the borrowing by contracting long-term credits for financing of investment projects, or by issuing guarantees or directly assuming liabilities on the basis of issued guarantees. In line with the stated provisions, the National Assembly of the Republic of Serbia rendered the Law on Ratification of Framework Loan Agreement LD 1981 (2018) between Council of Europe Development Bank and Republic of Serbia ("Official Gazette of the Republic of Serbia - International Treaties", No. \_\_\_\_\_);

- (c) There are no other provisions according to which it would be necessary to submit, record or register the Loan Agreement with any court or state authority or organization in order to secure its legality, effectiveness and enforceability;
- (d) The choice of the law set forth in Article 12 of the Loan Agreement, is legally valid and binding on the Borrower under the laws of the Republic of Serbia;
- (e) Pursuant to Article 13 of the Loan Agreement, the arbitration provisions set forth in Chapter 4 of the CEB Loan Regulations shall apply for any claim or dispute between the Republic of Serbia and the Council of Europe Development Bank arising from the Loan Agreement, and any decision of the arbitration tribunal pertaining to the Loan Agreement can be executed in the Republic of Serbia without re-examination or re-litigation of the matters thereby adjudicated. In line with the aforementioned the waiver of immunity pursuant to Article 13 of the Loan Agreement is valid and binding;
- (f) No taxes, customs duties, fees or other impositions, including without limitation taxes, fees or other levies for registration or transfers that are applicable in the Republic of Serbia, or any other unit of territorial autonomy or local government, shall not be payable in connection with the conclusion or execution of the Loan Agreement, or in connection with the payments that the Republic of Serbia is to make to the Council of Europe Development Bank under the Loan Agreement;
- (g) No exchange control restrictions are in place or consents are required in order to permit the receipt of all amounts to be disbursed under the Loan Agreement and to permit the repayment of the Loan and the payment of interest and all other amounts due under this Loan Agreement;
- (h) The execution of the Loan Agreement did not, and its performance will not violate any norms of the Republic of Serbia or cause any material breach of any agreement or undertaking to which the Republic of Serbia is bound.

In view of everything stated above, I am of the opinion that all conditions that are stipulated by the Constitution, laws and other acts of the Republic of Serbia which could be applied to the Loan Agreement are met, that the provisions of the Loan Agreement are in full force and effect and that the Loan Agreement is

valid, binding and enforceable in the Republic of Serbia in accordance with its terms.

Yours faithfully,

MINISTER

---

## APPENDIX 3

## DISBURSEMENT REQUEST (TEMPLATE)

LD 1981 – [•] Tranche

With reference the Framework Loan Agreement dated [•] (hereinafter, the “**Agreement**”) between the Council of Europe Development Bank (hereinafter, the CEB) and the Republic of Serbia(hereinafter, the “**Borrower**”), the Republic of Serbia hereby requests the CEB, in accordance with Sub-clause 4,3(a) of the Agreement, to proceed with the disbursement of a Tranche under the specific terms and conditions set out below.

Terms defined in the Agreement shall have the same meaning herein, unless otherwise specified.

Currency/Amount	[•]		
Disbursement Date	[•]		
Principal Repayment Period	[•] years [including a grace period of [•] years]		
Principal Repayment Date(s)	[•]		
Maturity Date	[•]		
Interest Rate	Fixed	Maximum [•]per annum	
	Floating	Reference Rate: [[•]-month EURIBOR/INSERT ANY OTHER REFERENCE RATE] per annum	Spread Maximum [•] basis points
Interest Period	[Quarterly] [Semi-annually] in arrears		
Interest Payment Dates	The interest payment will take place on [•] every year and for the first time on [•]		
Day Count Convention	Modified Following Business Day Convention		
Business Day	[•]		
Borrower's Account	Beneficiary's Name	[•]	
	Beneficiary 's Bank	Name	[•]
Correspondent Bank (if applicable)	Correspondent Bank (if applicable)	City	[•]
		SWIFT	[•]
		IBAN	[•]
		Reference	[•]
		Name	[•]
		City	[•]
		SWIFT	[•]
		IBAN	[•]

[•], on [•].

For the Borrower  
[INSERT NAME(S)/TITLE(S)]

<b>DISBURSEMENT NOTICE (TEMPLATE)</b>
---------------------------------------

<b><i>LD [•] – [•] Tranche</i></b>
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In response to your Loan Disbursement Request dated [•] with reference the Framework Loan Agreement dated [•] (hereinafter, the “**Agreement**”) between the Council of Europe Development Bank (hereinafter, the CEB) and the Republic of Serbia (hereinafter, the “Borrower”), the CEB hereby notifies to the Borrower, in accordance with Sub-clause 4.3(b) of the Agreement, the terms and conditions of the disbursement of the relevant Tranche.

Terms defined in the Agreement shall have the same meaning herein, unless otherwise specified.

Currency/Amount	[•]		
Disbursement Date	[•]		
Principal Repayment Period	[•] years [including a grace period of [•] years]		
Principal Repayment Date(s)	[•]		
Maturity Date	[•]		
Interest Rate	Fixed	[•]per annum	
	Floating	Reference Rate:	[•]-month EURIBOR/INSERT ANY OTHER REFERENCE RATE] per annum
		Spread	[•] basis points
Interest Period	[Quarterly] [Semi-annually] in arrears		
Interest Payment Dates	The interest payment will take place on [•] every year and for the first time on [•]		
Day Count Convention	Modified Following Business Day Convention		
Business Day	[•]		
Borrower's Account	Beneficiary's Name	[•]	
	Beneficiary's Bank	Name	[•]
		City	[•]
		SWIFT	[•]
		IBAN	[•]
	Correspondent Bank (if applicable)	Reference	[•]
		Name	[•]
		City	[•]
		SWIFT	[•]
		IBAN	[•]
CEB's account	Beneficiary's Name	Council of Europe Development Bank	
	Beneficiary's SWIFT	CEFPFRPP	
	Beneficiary's Bank	Name	Deutsche Bank
		City	Frankfurt (Germany)
		SWIFT	DEUTDEFF
		IBAN	DE44 5007 0010 0928 7384 00

Paris, on [•]

For the CEB  
[INSERT NAME(S)/TITLE(S)]

## APPENDIX 4

### Progress Report/Completion Report

Progress Report / Completion Report (template subject to review)

**COUNTRY: SERBIA**

**BORROWER: REPUBLIC OF SERBIA**

**PROJECT: LD XXXX (2018) FIP 18229 - Healthcare PFF**

Date of Report: DD/MM/YYYY

Project Description							Costs and Financing											
							Planned Budget for 2019-2022	Total Planned Costs of Investment	YEAR 1		YEAR 2		YEAR 3		YEAR 4		TOTAL	
Name of the Task	Brief Description of the Investment	Type of Infrastructure <sup>1</sup>	Location		Estimated work schedule		EIA (Y for Yes N for No)		EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
1																		
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
10																		
11																		
12																		
13																		
14																		
15																		
16																		
17																		
TOTAL							350 000 000											
To be financed by:																		
Borrower's own funds (excluding CEB loan)							150 000 000											
CEB Loan							200 000 000											
Financed by:																		
Borrower's own funds (excluding CEB loan)																		
CEB Loan																		

(1) Type of Infrastructure: Secondary, Tertiary, Medical Equipment, Non-medical equipment

NB: Any budgetary line exceeding EUR 5 million threshold shall require a case-by-case CEB approval and project-specific monitoring indicators.

## APPENDIX 5

### Technical Indicators

The indicators aim to assess how best to measure impact of the project on a sample of 6 to 10 facilities with significant works, to be decided.

Social Impacts / Outcomes		Unit	Baseline	Target	Outcome	Comments
<b>Facilities with Improved functionality</b>	Operating rooms up to standards	% of total				
	Patient rooms with private shower and toilets	% of total				
	Ancillary /support services up to quality and safety standards	% of total				
	Accessibility measures undertaken	number				
<b>Energy efficiency measures</b>  <i>*to be calculated based on the energy audit before and energy audit after the rehabilitation</i>  <i>Note: Data on buildings and energy consumption for the three last years entered in the ISEM database</i>	Savings of energy for heating*	kWh/m <sup>2</sup> /a	n.a.	n.a.		
	Savings of energy for cooling*	kWh/m <sup>2</sup> /a	n.a.	n.a.		
	Savings of energy for ventilation*	KWh/m <sup>2</sup> /a	n.a.	n.a.		
	Savings of energy for hot water*	KWh/m <sup>2</sup> /a	n.a.	n.a.		
	Savings of energy for lighting*	KWh/m <sup>2</sup> /a	n.a.	n.a.		
<b>Hospital performance</b>	Hospital re-admission rate (within 30 days)	% of total				
	Average Length of Stay (ALOS)	Number				
	Average Bed Occupancy (ABO)	% of total				
	Amount spent by the hospital (through the Health Insurance Fund) on 3 <sup>rd</sup> generation antibiotics	in currency				
	Incidence rate of hospital infection on intensive care (recorded by « Batut	% over period (100 days)				

as Obrazac 4 »)					
					LD 1981 (2018)

## OKVIRNI SPORAZUM O ZAJMU

*između*

**BANKE ZA RAZVOJ SAVETA EVROPE**

*i*

**REPUBLIKE SRBIJE**

Zajam za finansiranje javnog sektora

*Unapređenje infrastrukture u oblasti zdravstvene zaštite u Srbiji*

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**BANKA ZA RAZVOJ SAVETA EVROPE**, međunarodna organizacija sa sedištem u 55, Avenue Kléber, F-75116 Pariz (Francuska) (u daljem tekstu: "BRSE" ili "Banka"), s jedne strane

i

**REPUBLIKA SRBIJA** (u daljem tekstu: "**Zajmoprimec**" i zajedno sa BRSE, "**Strane**", a svaka pojedinačno "**Strana**"), s druge strane.

S OBZIROM NA TO DA

- (A) Imajući u vidu zahtev za zajam podnet od strane Republike Srbije kroz njeno Ministarstvo finansija 10. oktobra 2018. godine, odobren od Administrativnog saveta BRSE 15. novembra 2018. godine,
- (B) Imajući u vidu Treći protokol Opštег sporazuma o povlasticama i imunitetu Saveta Evrope od 6. marta 1959. godine,
- (C) Imajući u vidu Propise o zajmu BRSE, koji su usvojeni Rezolucijom Administrativnog Saveta BRSE 1587 (2016) (u daljem tekstu: "**Propisi o zajmu**"),
- (D) Imajući u vidu politiku BRSE o zajmovima i finansiranju projekata, koja je usvojena Rezolucijom Administrativnog Saveta BRSE 1587 (2016) (u daljem tekstu: "**Kreditna politika**"),
- (E) Imajući u vidu Politiku o zaštiti životne sredine i merama socijalne zaštite BRSE, koja je usvojena Rezolucijom Administrativnog Saveta BRSE 1588 (2016) (u daljem tekstu: "**Politika o zaštiti životne sredine i merama socijalne zaštite**"),
- (F) Imajući u vidu Smernice o nabavkama BRSE, koje je usvojio Administrativni savet BRSE septembra 2011. godine (u daljem tekstu: "**Smernice o nabavkama**"),

**OVIM SE DOGOVARAJU O SLEDEĆEM:**

## 1. TUMAČENJE

### 1.1 Definicije

Sledeći termini će imati značenje koje je naznačeno u tekstu ispod, osim kada kontekst zahteva drugačije:

**“Sporazum”** označava okvirni sporazum o zajmu, uključujući priloge.

**“Alokacija”** označava raspoređivanje Tranše od strane Zajmoprimeca na kvalifikovane delove Projekta čak i ako navedena tranša još nije isplaćena u skladu sa Projektom.

**“Period alokacije”** ima značenje definisano u potklauzuli 5.2.

**“Radni dan”** označava:

U odnosu na plaćanja u evrima, dan kada funkcioniše TARGET 2 (Transevropski automatski sistem ekspresnog transfera bruto plaćanja u realnom vremenu).

**“Datum zaključenja zajma”** označava 30. jun 2023. godine (koji je takođe određen u Prilogu 1 ovde) posle koga Zajmoprimec ne može tražiti dalje isplate. Taj datum može biti promenjen nakon pisane saglasnosti obe Strane, putem razmene pisama.

**“Završni izveštaj”** ima značenje definisano u potklauzuli 6.1(b).

**“Komponente”** označava kvalifikovane sektore delovanja definisane u skladu sa Prilogom 1 ovde.

**“Valuta”** označava, u svrhe ovog sporazuma, evro.

**“Konvencija za utvrđivanje broja dana”** označava konvenciju za utvrđivanje broja dana između dva datuma i broja dana u godini koji su naznačeni u relevantnom Obaveštenju o isplati.

**“Instrument zaduživanja”** označava (i) svaki zajam ili drugi oblik finansijske zaduženosti; (ii) instrument, koji uključuje priznanicu ili izvod stanja na računu, kojim se dokazuje ili predstavlja obaveza da se vrati zajam, depozit, avans ili drugo produženje kredita (uključujući bez ograničavanja produženje kredita u skladu sa sporazumom o refinansiranju ili reprogramu), (iii) obveznicu, notu, dužničke vrednosne hartije, obligacije ili slične pisane dokaze o finansijskoj zaduženosti; ili (iv) instrument kojim se dokazuje garancija o obavezi koja predstavlja finansijsku zaduženost prema drugom.

**“Stopa zatezne kamate”** ima značenje određeno u skladu sa potklauzulom 4.9.

**“Datum isplate”** označava datum na koji Tranša treba da bude isplaćena u skladu sa primenljivim Obaveštenjem o isplati.

**“Obaveštenje o isplati”** ima značenje definisano u potklauzuli 4.3(b).

**“Zahtev za isplatu”** ima značenje definisano u potklauzuli 4.3(a).

**“Potvrda o prevremenoj otplatи”** ima značenje definisano u potklauzuli 4.7.

**“Troškovi prevremene otplate”** ima značenje definisano u potklauzuli 4.7.

**“Datum prevremene otplate”** ima značenje definisano u potklauzuli 4.7.

**“Obaveštenje o prevremenoj otplatи”** ima značenje definisano u potklauzuli 4.7.

**“Datum stupanja na snagu”** označava datum stupanja na snagu Sporazuma kao rezultat klauzule 17.

**“EU”** označava Evropsku uniju.

**“EURIBOR”** označava godišnju procentualnu stopu navedenu na stranici EURIBOR01 Tomson Rojtersa (ili na stranici naslednika koji zamjenjuje Tomson Rojters stranicu EURIBOR 01) u ili oko 11 časova ujutru po vremenu u Briselu na

Datum utvrđivanja kamate kao međubankarska kamatna stopa za evro koju primenjuje Evropski institut za tržište novca (ili drugo lice koje preuzima upravljanje nad tom stopom) za isti period kao relevantni Kamatni period.

Ako relevantni kamatni period nije isti kao period koji je naveo Tomson Rojters, primenljivi EURIBOR će biti procentualna godišnja kamatna stopa koja je rezultat linearne interpolacije upućivanjem na dve (2) EURIBOR stope za oročena sredstva u evrima, od kojih je jedna primenljiva za period celih meseci pri čemu je sledeći kraći i druga za period celih meseci pri čemu je sledeći duži nego što je dužina relevantnog kamatnog perioda.

**“Evro” i simbol “EUR”** označava zakonsku valutu država članica EU koje je s vremena na vreme usvajaju kao svoju valutu u skladu sa relevantnim odredbama Ugovora o EU i Ugovora o funkcionisanju EU ili njihovim ugovorima naslednicima.

**“Evropska konvencija o ljudskim pravima”** označava Konvenciju o zaštiti ljudskih prava i osnovnih sloboda od 4. novembra 1950, CETS br. 5, koja se povremeno menja i dopunjava.

**“Evropska socijalna povelja”** označava Evropsku socijalnu povelju od 3. maja 1996, CETS br. 163, koja se povremeno menja i dopunjava.

**“Krajnji korisnici”** su definisani Prilogom 1 ovde kao grupa koja ima koristi od socijalnih rezultata projekta.

**“Fiksna kamatna stopa”** označava godišnju kamatnu stopu određenu u primenljivom Obaveštenju o isplati.

**“Varijabilna kamatna stopa”** označava godišnju kamatnu stopu koja je utvrđena dodavanjem ili oduzimanjem Raspona određenog u primenljivom Obaveštenju o isplati, na ili od, zavisno od slučaja, Referentne kamatne stope.

Da bi se izbegla bilo kakva sumnja, kada utvrđivanje Varijabilne kamatne stope ima za rezultat negativnu kamatnu stopu (usled navedene negativne Referentne kamatne stope, na funkcionisanje Raspona koji je oduzet od Referentne kamatne stope ili zbog bilo kakvih drugih okolnosti), smatraće se da kamata koju treba da plati Zajmoprimac za Kamatni period iznosi nula.

**“Datum utvrđivanja kamate”** označava, u svrhe utvrđivanja varijabilne kamatne stope, dan koji pada dva (2) Radna dana pre prvog dana Kamatnog perioda, osim ako nije drugačije naznačeno u relevantnom Obaveštenju o isplati.

**“Datumi plaćanja kamate”** označavaju datume za plaćanje kamate koji odgovaraju relevantnom Kamatnom periodu određenom u primenljivom Obaveštenju o isplati.

**“Kamatni period”** označava period koji započinje na Datum plaćanja kamate i završava se na dan koji je dan pre sledećeg Datuma plaćanja kamate, pod uslovom da prvi Kamatni period primenljiv na svaku Tranšu započinje na Datum isplate i završava se na dan pre sledećeg Datuma za plaćanje kamate.

**“Zajam”** označava zajam koji je odobren Zajmoprimcu od strane BRSE u skladu sa ovim sporazumom.

**“Iznos zajma”** označava iznos definisan u skladu sa potklauzulom 4.1.

**“Događaj poremećaja na tržištu”** ima značenje definisano u potklauzuli 4.10.

**“Materijalna negativna promena”** označava svaki događaj koji, po mišljenju BRSE, (i) materijalno ugrožava sposobnost Zajmoprimca da izvršava svoje finansijske obaveze u skladu sa Sporazumom; ili (ii) na negativan način utiče na Sredstvo obezbeđenja koje je dostavio Zajmoprimac ili treće lice da bi se osiguralo blagovremeno izvršenje finansijskih obaveza Zajmoprimca u skladu sa Sporazumom.

**“Datum dospeća”** označava poslednji Datum za otplatu glavnice za svaku Tranšu koja je određena u primenljivom Obaveštenju o isplati.

**“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.

**“Datum(i) otplate glavnice”** označava datum(e) za otplatu(e) glavnice u skladu sa svakom Tranšom utvrđenom primenljivim Obaveštenjem o isplati.

“**Period za otplatu glavnice**” označava u odnosu na svaku Tranšu period koji protiče od Datuma njene isplate do Datuma dospeća.

“**Izveštaj o napretku**” ima značenje definisano u potklauzuli 6.1(a).

“**Zabranjeno delovanje**” ima značenje definisano u potklauzuli 5.8.

“**Projekat**” označava kvalifikovane programe ulaganja/program kvalifikovanih potprojekata utvrđenih u skladu sa Prilogom 1 da bi se delimično finansirali pomoći zajma koji je odobrio Administrativni savet BRSE sa ref.LD 1981.

“**Telo za sprovođenje projekta**” (u daljem tekstu: “**TSP**”) označava pravno lice koje je, po osnovu ovlašćenja Zajmoprimeca, zaduženo za sprovođenje Projekta.

“**Referentna kamatna stopa**” označava EURIBOR za Tranšu po varijabilnoj kamatnoj stopi koja je denomonirana u evrima.

“**Sredstvo obezbeđenja**” označava sporazum ili dogovor koji stvara povlašćeni položaj, pravo prečeg plaćanja, sredstvo obezbeđenja ili garanciju bilo koje vrste koje bi mogle preneti povećana prava na treća lica.

“**Raspon**” označava, u skladu sa Tranšom po varijabilnoj kamatnoj stopi, fiksni raspon u odnosu na Referentnu kamatnu stopu (koja je negativna ili pozitivna) određen u baznim poenima u primenljivom Obaveštenju o isplati.

“**Stanje napretka radova**” označava odnos već nastalih kvalifikovanih rashoda za sve sastavne delove Projekta i ukupnih kvalifikovanih troškova Projekta.

“**Potprojekat**” označava kvalifikovani plan ulaganja koji treba da se finansira u skladu sa Projektom.

“**Tranša**” predstavlja iznos koji je isplaćen ili iznos koji treba da bude isplaćen iz Zajma.

## 1.2 Struktura

Osim ukoliko kontekst ne zahteva drugačije, upućivanja na:

- (a) Ovaj sporazum tumačiće se kao upućivanja na ovaj sporazum koji može biti dopunjjen, izmenjen ili prepravljen s vremena na vreme;
- (b) “Klauzule”, “Potklauzule” i “Uvodne izjave” tumačiće se kao upućivanja na klauzule, potklauzule i uvodne izjave pojedinačno u ovom sporazumu; i
- (c) Reči koje su u jednini uključivaće i množinu i obrnuto.

## 1.3 Naslovi

Naslovi u ovom sporazumu nemaju pravni značaj i ne utiču na njegovo tumačenje.

## 1.4 Zaokruživanje

U svrhe obračuna iz ovog sporazuma:

- (a) svi procenti koji predstavljaju rezultat navedenih obračuna sem onih koji su utvrđeni kroz upotrebu interpolacije biće zaokruženi, po potrebi, na najbliži stohiljaditi deo procentnog poena (na primer 9,876541% (ili ,09876541) se zaokružuju na 9,87654% (ili ,0987654) i 9,876545% (ili ,09876545) se zaokružuju na 9,87655% (ili ,0987655));
- (b) svi procenti utvrđeni kroz upotrebu linearne interpolacije upućivanjem na (2) relevantne Referentne kamatne stope biće zaokruženi, po potrebi, u skladu sa metodom utvrđenom u pododeljku (a) iznad, ali u istom stepenu tačnosti kao i dve (2) stope koje se koriste za određivanje (osim kada navedeni procenti neće biti zaokruženi na niži nivo tačnosti nego što je najbliži hiljaditi deo procentnog poena (0,001%)); i

(c) svi iznosi valuta koji se koriste ili predstavljaju rezultat gore navedenih kalkulacija biće zaokruženi, osim ako je drugačije naznačeno u relevantnoj definiciji valute, na najbliža dva decimalna mesta relevantne valute (sa ,005 koje se zaokružuje prema gore (*na primer*: ,674 se zaokružuje na ,67, dok se ,675 zaokružuje na ,68)).

## **2. USLOVI**

Zajam se odobrava u skladu sa opštim uslovima Propisa o zajmu i pod posebnim uslovima Sporazuma.

## **3. SVRHA**

BRSE odobrava Zajam Zajmoprimcu, koji ga prihvata, jedino u svrhu finansiranja Projekta kako je opisano u Prilogu 1 ovde.

Sredstva zajma ne smeju se koristiti za plaćanje poreza, carina ili drugih taksi.

Svaka promena načina na koji se Zajam koristi koja nema odobrenje BRSE predstavljala bi događaj u smislu člana 3.3 (h) Propisa o zajmu i može dovesti do prevremene otplate, obustave ili otkaza Zajma u skladu sa uslovima članova 3.3 (Prevremena otplata isplaćenih zajmova), 3.5 (Obustava neisplaćenih zajmova od strane banke) i 3.6 (Otkazivanje od strane banke isplate neisplaćenih zajmova) Propisa o zajmu.

## **4. FINANSIJSKI USLOVI**

### **4.1 Iznos Zajma**

Iznos Zajma je:

DVESTOTINE MILIONA EVRA  
EUR 200.000.000

### **4.2 Iznos za isplatu**

Zajam će biti isplaćen minimalno u dve (2) Tranše.

Iznos svake Tranše će biti utvrđen u skladu sa kapacitetom apsorpcije i potrebama Zajmoprimca. Iznos prve Tranše neće prekoračiti pedeset procenata (50%) iznosa Zajma.

### **4.3 Postupak isplate**

Isplata svake Tranše utvrđuje se putem sledeće procedure, nakon prethodne konsultacije sa BRSE:

#### **(a) Zahtev za isplatu**

Pre svake isplate, Zajmoprimac će podneti BRSE zahtev za isplatu koji je suštinski u obliku koji je utvrđen u skladu sa Prilogom 3 ovde (u daljem tekstu: "**Zahtev za isplatu**").

Zahtev za isplatu će utvrditi sledeće:

- (i) Valutu(e) i iznos(e) Tranše;
- (ii) Datum isplate; navedeni datum isplate biće Radni dan koji pada barem pet (5) Radnih dana, ali ne kasnije od dvadeset (20) Radnih dana od datuma podnošenja Zahteva za isplatu;
- (iii) Datum(e) za otplatu glavnice, uključujući Datum dospeća, uzimajući u obzir da Period za otplatu glavnice za svaku Tranšu neće prekoračiti dvadeset (20) godina uključujući period počeka koji neće biti duži od pet (5) godina;
- (iv) Maksimalnu fiksnu kamatnu stopu ili maksimalan raspon u odnosu na Referentnu kamatnu stopu;

- (v) Kamatni period i Datume za plaćanje kamate;
- (vi) Konvenciju za utvrđivanje dana i Radne dane; i
- (vii) Račun Zajmoprimca za plaćanja.

Svaki Zahtev za isplatu koji je isporučen BRSE biće neopoziv, osim ako je drugačije dogovoreno u pisanom obliku od strane BRSE.

#### (b) Obaveštenje o isplati

Ako BRSE primi zahtev za isplatu koji je u skladu sa uslovima za Zahtev za isplati utvrđenim u potklauzuli 4.3(a) u tekstu iznad, i ako su svi drugi relevantni Uslovi za isplatu definisani potklauzulom 4.5 (*Uslovi za isplatu*) u tekstu ispod ispunjeni od strane Zajmoprimca, BRSE će isporučiti Zajmoprimcu Obaveštenje o isplati u obliku koji je definisan Prilogom 3 ovde (u daljem tekstu: "**Obaveštenje o isplati**"). Svako Obaveštenje o isplati biće isporučeno barem dva (2) Radna dana pre predloženog datuma isplate.

Obaveštenje o isplati će navoditi sledeće:

- (i) Valutu(e) i iznos(e) Tranše;
- (ii) Datum isplate;
- (iii) Period za otplatu glavnice i Datum(e) za otplatu glavnice, uključujući Datum dospeća;
- (iv) Fiksnu kamatnu stopu ili Raspon u odnosu na Referentnu kamatnu stopu;
- (v) Kamatni period i Datume za plaćanje kamate;
- (vi) Konvenciju za utvrđivanje dana i Radne dane; i
- (vii) Račune Zajmoprimca i BRSE za plaćanja.

Obaveštenje o isplati koje se podudara sa elementima Zahteva za isplatu predstavljaće neopozivu i bezuslovnu rešenost Zajmoprimca da uzme pozajmicu od BRSE i sa strane BRSE da isplati Tranšu Zajmoprimcu u skladu sa uslovima određenim u Obaveštenju o isplati.

Bez obzira na gore navedeno, ako BRSE nije isporučila Obaveštenje o isplati u roku od deset (10) Radnih dana nakon prijema Zahteva za isplatu, smatraće se da je relevantni Zahtev za isplatu otkazan.

#### 4.4 Period isplate

Osim ako je BRSE drugačije dogovorio u pisanom obliku, Zajmoprimac neće imati pravo na:

- (i) podnošenje Zahteva za isplatu prve Tranše nakon (12) meseci posle datuma stupanja na snagu;
- (ii) podnošenje bilo kakvog dodatnog Zahteva za isplatu nakon osamnaest (18) meseci od poslednje isplate; ili
- (iii) podnošenje bilo kakvog dodatnog Zahteva za isplatu nakon datuma završetka utvrđenog u Prilogu 1 u ovom dokumentu.

#### 4.5 Uslovi za isplatu

##### (a) Uslovi koji prethode Zahtevu za isplatu prve Tranše:

- (i) Pravno mišljenje na engleskom jeziku koje izdaje Ministarstvo pravde Zajmoprimca koje potvrđuje na zadovoljstvo BRSE, suštinski u obliku koji je utvrđen u Prilogu 2 ovde, da je Sporazum uredno potpisani od strane ovlašćenih predstavnika Zajmoprimca i da je Sporazum važeći, obavezujući i izvršiv u skladu sa njegovim uslovima u jurisdikciji koja je važeća za Zajmoprimca.

(ii) Dokaz na engleskom (na primer: statut, punomoćje, itd.) na zadovoljstvo BRSE o licu (licima) koja su ovlašćena da potpišu Sporazum i Zahteve za isplatu u ime Zajmoprimca, zajedno sa overenim kartonom deponovanih potpisa takvog (takvih) lica; i

(b) Uslovi koji prethode svakom sledećem Zahtevu za isplatu:

- (i) U slučaju da je došlo do promene u pogledu lica koja su ovlašćena da podnose Zahteve za isplatu u ime Zajmoprimca, Zajmoprimac će obezbediti BRSE ažurirani dokaz o licima koja su ovlašćena da podnose odgovarajuće Zahteve za isplatu u ime Zajmoprimca, zajedno sa overenim kartonom deponovanih potpisa takvog (navedenih) lica; i
- (ii) Izveštaj o napretku kojim se potvrđuje na zadovoljstvo BRSE kompletna Alokacija prethodne Tranše.

#### 4.6 Otplata

Na svaki Datum otplate glavnice, Zajmoprimac će otplatiti glavnici svake Tranše koja je dospela za plaćanje na taj Datum otplate glavnice u skladu sa uslovima utvrđenim u primenljivom Obaveštenju o isplati.

#### 4.7 Prevremena otplata

(a) Mehanizam

Ako u bilo kom slučaju navedenom u ovom sporazumu, a odnosi se na ovu potklauzulu, Zajmoprimac treba da izvrši prevremenu otplatu pre datuma dospeća cele ili dela Tranše ili u slučaju dobrovoljne prevremene otplate, Zajmoprimac će uputiti pisano obaveštenje BRSE barem dva (2) meseca pre (u daljem tekstu: "**Obaveštenje o prevremenoj otplati**") navodeći iznose koji treba da se otplate, datum na koji će otplata biti izvršena (u daljem tekstu: "**Datum prevremene otplate**") i, po prethodnoj konsultaciji sa BRSE, maksimalne troškove prevremene otplate. Datum prevremene otplate pašće na Datum plaćanja kamate, osim ako je BRSE drugačije dogovorio pisanim putem.

Nakon prijema Obaveštenja o prevremenoj otplati, BRSE će poslati pisano obaveštenje Zajmoprimcu (u daljem tekstu: "**Potvrda o prevremenoj otplati**"), najkasnije petnaest (15) Radnih dana pre Datuma otplate, ukazujući na obračunatu kamatu i na troškove prevremene otplate u skladu sa potklauzulom 4.7(b).

Potvrda o prevremenoj naknadi koja se podudara sa elementima Obaveštenja o prevremenoj otplati predstavljaće neopozivu i bezuslovnu rešenost Zajmoprimca da nadoknadi BRSE relevantne iznose u skladu sa uslovima određenim u Potvrdu o prevremenoj naknadi. Ukoliko BRSE nije isporučio Potvrdu o prevremenoj otplati u okviru roka koji je naveden u tekstu iznad, smatraće se da je Obaveštenje o prevremenoj otplati otkazano.

Ako Zajmoprimac delimično otplati Tranšu, iznos otplate će se primenjivati proporcionalno na svaku neizmirenu otplatu glavnice. U tom slučaju, Potvrda o prevremenoj otplati će u skladu sa tim da uključi i prilagođeni otplatni plan koji će biti obavezujući po Zajmoprimca.

(b) Troškovi prevremene otplate

Troškove prevremene otplate koji su rezultat prevremene otplate u skladu sa potklauzulom 4.7(a) utvrdiće BRSE na osnovu troškova koje je snosila preraspoređivanjem iznosa koji treba da se otplati od Datuma prevremene otplate do Datuma dospeća, uključujući sve srodne troškove, kao što su i troškovi po osnovu hedžing aranžmana. Troškovi preraspoređivanja će biti ustanovljeni na osnovu razlike između prvobitne stope i stope preraspoređivanja, što će utvrditi BRSE na osnovu uslova na tržištu na datum izdavanja Obaveštenja o prevremenoj otplati.

#### 4.8 Određivanje kamate

Zajmoprimac će platiti kamatu na glavnici svake Tranše povremeno neizmirenoj tokom svakog Kamatnog perioda po Fiksnoj kamatnoj stopi/Varijabilnoj kamatnoj stopi utvrđenoj u primenljivom Obaveštenju o isplati.

Kamata će se (i) obračunavati od i uključujući prvi dan Kamatnog perioda do, ali isključujući poslednji dan navedenog kamatnog perioda; i (ii) dospeća za naplatu i biće naplativa na Datume plaćanja kamate određene u primenljivom Obaveštenju o isplati. Kamata će se obračunavati na osnovu Konvencije za utvrđivanje broja dana utvrđene u relevantnom Obaveštenju o isplati.

U slučaju Tranši sa Varijabilnom kamatnom stopom, BRSE će utvrđivati na svaki Datum utvrđivanja kamate, kamatnu stopu koja je primenljiva tokom relevantnog Kamatnog perioda u skladu sa Sporazumom i odmah će o tome obavestiti Zajmoprimca. Svako utvrđivanje od strane BRSE biće konačno, zaključno i obavezujuće po Zajmoprimca osim ako Zajmoprimac dokaže na zadovoljavajući način BRSE da to utvrđivanje sadrži očiglednu grešku.

#### 4.9 Stopa zatezne kamate

U slučaju da Zajmoprimac ne uspe da plati u potpunosti ili delimično, bilo koji iznos u skladu sa Sporazumom, i uprkos bilo kojoj drugoj naknadi raspoloživoj za BRSE u skladu sa Sporazumom ili inače, Zajmoprimac će platiti kamatu na navedene neplaćene iznose od datuma dospeća do datuma prijema navedene uplate od strane BRSE po godišnjoj kamatnoj stopi jednakoj jednomesečnom EURIBOR-u kotiranom na datum dospeća plus dvesta baznih poena (200 bp) (u daljem tekstu: "**Stopa zatezne kamate**").

Primenljiva Stopa zatezne kamate se ažurira svakih trideset (30) kalendarskih dana.

#### 4.10 Događaj poremećaja na tržištu

BRSE će odmah po saznanju obavestiti Zajmoprimca da je došlo do Događaja poremećaja na tržištu.

U svrhe Sporazuma, "**Događaj poremećaja na tržištu**" odnosi se na sledeće okolnosti:

- (a) Na Rojters strani pod definicijom EURIBOR nisu navedeni potrebni detalji ili nije dostupna.

U takvom Događaju poremećaja na tržištu, primenljivi EURIBOR predstavljaće godišnju kamatnu stopu koju je utvrdila BRSE kao aritmetičku sredinu stopa pri kojima se zajmovi u evrima, u iznosu koji je identičan ili najbliže uporediv sa iznosom predmetnog zajma i za period koji je identičan ili najbliže uporediv sa relativnim Kamatnim periodom, nude na Datum utvrđivanja kamate tri vodeće banke na međubankarskom tržištu EU koje je odabrala BRSE. Ako postoje barem dva (2) kotiranja, primenljivi EURIBOR za taj Datum utvrđivanja kamate predstavljaće aritmetičku sredinu datih kotiranja.

Ako je ponuđeno samo jedno (1) kotiranje ili nijedno, primenljivi EURIBOR će biti procentualna godišnja kamatna stopa koju je utvrdila BRSE kao aritmetičku sredinu stopa pri kojima se zajmovi u evrima, u iznosu koji je identičan ili najbliže uporediv sa iznosom predmetnog zajma i za period koji je identičan ili najbliže uporediv sa relativnim Kamatnim periodom, daju na drugi Radni dan nakon početka relevantnog Kamatnog perioda od strane vodećih banaka na međubankarskom tržištu EU koje je odabrala BRSE.

- (b) BRSE odlučuje da nije moguće da se utvrdi primenljiva Referentna kamatna stopa u skladu sa stavom (a) u tekstu iznad.

Tokom takvog Događaja poremećaja na tržištu, primenljiva Varijabilna kamatna stopa će biti zamenjena stopom koja izražava kao procentualnu godišnju kamatnu stopu trošak BRSE za finansiranje Zajma bez obzira na to koji izvor BRSE može opravdano odabrat.

- (c) U svakom trenutku između isporuke Obaveštenja o isplati i Datum isplate, BRSE opravdano utvrđuje da li postoje izuzetne i neočekivane okolnosti ekonomske, finansijske, političke ili druge spoljne prirode koje na negativan način utiču na pristup BRSE svojim izvorima finansiranja.

Tokom takvog Događaja poremećaja na tržištu, BRSE će imati pravo da otkaže bez naplate bilo kakvih troškova predviđenu isplatu.

U slučaju Događaja poremećaja na tržištu utvrđenih pod stavkama (a) i (b) u tekstu iznad:

- (i) Ako Zajmoprimac to zahteva, Strane, delujući u dobroj veri, stupaju u pregovore u periodu ne dužem od 30 (trideset) kalendarskih dana da bi se dogоворile o alternativi za primenljivi EURIBOR. Ako ne dođe do dogovora, Zajmoprimac može da nastavi sa prevremenom otplatom na sledeći Datum isplate kamate pod uslovima definisanim u potklauzuli 4.7.
- (ii) BRSE ima pravo, delujući u dobroj veri i konsultujući se sa Zajmoprimcem u meri koja je razumno izvodljiva, da promeni trajanje sledećeg Kamatnog perioda na trideset (30) kalendarskih dana ili manje tako što će Zajmoprimcu da pošalje obaveštenje o tome. Svaka takva promena Kamatnog perioda će postati važeća na datum koji je definisala BRSE u navedenom obaveštenju.
- (iii) Da bi se izbegla bilo kakva sumnja, stavke (i) i (ii) iznad će se odnositi samo na okolnosti kada Zajmoprimac plaća kamatu na glavnici neotplaćene Tranše po Varijabilnoj kamatnoj stopi.

Ako BRSE utvrdi da relevantni Događaj poremećaja na tržištu više ne postoji, onda, zavisno od bilo kog sledećeg Događaja poremećaja na tržištu do koga dođe ili koji postoji, Varijabilna kamatna stopa i/ili Kamatni period koji su primenljivi na relevantnu Tranšu će se vratiti na staro, od prvog dana sledećeg Kamatnog perioda do obračuna u skladu sa Varijabilnom kamatnom stopom i Kamatnog perioda utvrđenog u relevantnom Obaveštenju o isplati.

#### **4.11 Isplate**

Svi iznosi koje Zajmoprimac treba da isplati u skladu sa ovim sporazumom su naplativi u Valuti pojedinačne Tranše na račun BRSE koji je naznačen u primenljivom Obaveštenju o isplati. Svako plaćanje u skladu sa ovim sporazumom vršiće se na Radni dan koji podleže Konvenciji o modifikovanom narednom radnom danu. Smatraće se da su isplate izvršene kada se relevantni iznos nađe na računu BRSE.

Zajmoprimac ili Banka po instrukciji Zajmoprimca, zavisno od slučaja, šalje pisano obaveštenje o plaćanju BRSE barem pet (5) Radnih dana pre plaćanja bilo kog iznosa koji dospeva na naplatu u skladu sa ovim sporazumom.

### **5. SPROVOĐENJE PROJEKTA**

Zajmoprimac će sprovesti Projekat u skladu sa Sporazumom.

Zajmoprimac imenuje Kancelariju za upravljanje javnim ulaganjima (KUJU) za TSP. Zajmoprimac će omogućiti da posvećen tim, koji će uključiti stručnjake za rehabilitaciju bolnica i pregled kvaliteta projekata, bude imenovan u okviru KUJU i angažovan tokom celokupnog sprovođenja Projekta.

U svakom slučaju, Zajmoprimac ostaje jedini odgovoran za usklađivanje sa obavezama u skladu sa Sporazumom.

Neuspeh da se ispoštuju obaveze u vezi sa sprovođenjem Projekta utvrđene ovim u skladu sa klauzulom 5 predstavlja bi, bez obzira na bilo koju drugu primenljivu odredbu Propisa o zajmu, događaj u smislu člana 3.3 (h) Propisa o zajmu i može dovesti do (i) relevantnog potprojekta ili troškova ugovora za koje se smatra da su neprihvatljivi za Alokaciju u skladu sa Projektom; i/ili (ii) do prevremene otplate, obustave ili otkaza Zajma, u celosti ili delimično, u skladu sa uslovima članova 3.3 (Prevremena otplata isplaćenih zajmova), 3.5 (Obustava neisplaćenih zajmova od strane Banke) i 3.6 (Otkazivanje od strane Banke isplate neisplaćenih zajmova) Propisa o zajmu.

### **5.1 Obavezna briga**

Zajmoprimac će pokazati maksimalnu brigu i pažnju, i primeniće sva uobičajeno korišćena sredstva (uključujući, ali se ne ograničavajući na pravna, finansijska, tehnička i menadžerska) potrebna za valjanu implementaciju Projekta.

### **5.2 Period alokacije**

Zajmoprimac će alocirati svaku Tranšu na Projekat u okviru dvanaest (12) meseci od relevantnog Datuma isplate (“**Period alokacije**”), osim ukoliko se drugačije ne dogovore Zajmoprimac i BRSE.

Ako Tranša koju je isplatila BRSE nije dodeljena Projektu ili mu je dodeljena delimično tokom Perioda alokacije, Zajmoprimac će izvršiti naknadu nealociranih iznosa BRSE u skladu sa potkaluzulom 4.7, osim ukoliko se drugačije ne dogovore Zajmoprimac i BRSE.

### **5.3 Troškovi projekta**

Tranše isplaćene u vezi sa Zajmom neće prekoračiti šezdeset (60) procenata (60%) ukupnih kvalifikovanih troškova Projekta. Ako Tranše isplaćene u vezi sa Zajmom prekorače gore pomenutih 60% (umanjenjem ukupnih kvalifikovanih troškova ili na drugi način), Zajmoprimac će izvršiti naknadu viška BRSE u skladu sa potklauzulom 4.7.

Ukoliko se ukupni kvalifikovani troškovi Projekta povećaju ili se revidiraju iz bilo kog razloga, Zajmoprimac će omogućiti da dodatna finansijska sredstva za okončanje Projekta budu raspoloživa bez obraćanja BRSE. Planovi da se povećani troškovi finansiraju biće saopšteni BRSE bez odlaganja.

### **5.4 Posebne obaveze po Projektu**

Zajmoprimac će se postarati da:

- (i) celokupno zemljište, imovinska prava, kao i sve dozvole potrebne za sprovođenje Projekta budu blagovremeno obezbeđene; i
- (ii) sva imovina i postrojenja koji predstavljaju deo ovog Projekta moraju biti trajno osigurani i održavani u skladu sa najboljom međunarodnom praksom.

### **5.5 Nabavka**

Nabavka radova, roba i usluga koji treba da se finansiraju u skladu sa Projektom biće usaglašena sa BRSE Smernicama o nabavci.

### **5.6 Mere zaštite u oblasti životne sredine i socijalne mere zaštite**

Zajmoprimac će putem KUJU sprovoditi Projekat u skladu sa zahtevima utvrđenim u Politici o merama zaštite u oblasti životne sredine i socijalnim merama zaštite. Posebno, ako neki potprojekat zahteva Procenu uticaja na životnu sredinu (EIA) u skladu sa Politikom o merama zaštite u oblasti životne sredine i socijalnim merama zaštite, Zajmoprimac će zahtevati od BRSE prethodni pristanak pre predlaganja Alokacije Zajma za navedeni potprojekat.

## 5.7 Ljudska prava

Zajmoprimac će putem KUJU obezbediti da sprovođenje Projekta ne dovede do kršenja (i) Evropske konvencije o ljudskim pravima; ili (ii) Evropske socijalne povelje.

## 5.8 Integritet

Zajmoprimac garantuje da nije počinio kao i da nijedno lice neće počiniti sa njegovim pristankom ili prethodnim saznanjem, u vezi sa sprovođenjem Projekta ili zaključivanjem nekog ugovora u okviru Projekta, delo Podmićivanja, Obmane, Prinude ili Tajnog dogovaranja (u daljem tekstu: "**Zabranjena delovanja**").

U smislu ovog sporazuma:

- (i) Podmićivanje predstavlja nuđenje, davanje, primanje ili traženje, bilo direktno ili indirektno, neke vrednosti radi neodgovarajućeg uticaja na postupanje neke druge strane.
- (ii) Obmanjivanje predstavlja svako činjenje ili nečinjenje, uključujući pogrešne tvrdnje, kojima se svesno ili nesvesno vrši obmana, ili se čini pokušaj obmanjivanja jedne strane da bi se stekla neka finansijska ili druga korist ili izbegla neka obaveza.
- (iii) Prinuda je ugrožavanje ili nanošenje štete ili pretinja ugrožavanjem ili nanošenjem štete, direktno ili indirektno, nekoj strani ili imovini te strane u cilju neprikladnog uticaja na njen postupanje.
- (iv) Tajno dogovaranje je dogovor između dve ili više strana sa ciljem da se ostvari neki neprikladan cilj, uključujući neprikladno uticanje na postupanje druge strane.

Zajmoprimac se obavezuje da obavesti BRSE ako sazna za bilo koju činjenicu ili informaciju koje ukazuju na to da je počinjeno neko od ovih Zabranjenih delovanja. U tu svrhu, saznanje nekog člana KUJU smatraće se saznanjem Zajmoprimca.

Zajmoprimac se obavezuje:

- (i) da na vreme preduzme one mere koje BRSE bude opravdano zahtevala da istraži i/ili prekine svaki navodni ili sumnjivi čin Zabranjenog delovanja;
- (ii) da obavesti BRSE o merama koje su preduzete da se zatraži odšteta od lica koja su odgovorna za bilo koji gubitak koji proističe iz takvog čina Zabranjenog delovanja; i
- (iii) da omogući svaku istragu koju može da vrši BRSE u vezi takvog čina.

Vođa TSP će biti odgovoran za kontakte sa BRSE u svrhu ove potklauzule.

## 5.9 Transparentnost

Zajmoprimac će naznačiti Krajnjim korisnicima da je Projekat delimično finansiran sredstvima BRSE putem odgovarajućih sredstava komunikacije, uključujući vebajtove, izjave za štampu, brošure odnosno bilborde/table na odgovarajućim lokacijama projekata. U svakom slučaju, informacije date Krajnjim korisnicima prikazivaće BRSE naziv i logo na prikladan način.

## 6. PRAĆENjE

### 6.1 Izveštavanje

- (a) Identifikacija potprojekata i Izveštaj o napretku

Nakon isplate bilo koje Tranše od strane BRSE, Zajmoprimac će kroz KUJU poslati BRSE na odobrenje tokom Perioda alokacije obrazac kojim se identificuje svaki pojedinačni potprojekat kome je Tranša alocirana.

U slučaju da potprojekat kome je Tranša alocirana nije usaglašen sa kruterijumima kvalifikovanosti navedenim u Prilogu 1, Zajmoprimac će blagovremeno alocirati relevantne iznose drugim kvalifikovanim potprojektima ili na drugi način ivršiti naknadu nealociranih iznosa prema BRSE u skladu sa potklauzulom 4.7.

Zajmoprimac će kroz KUJU slati BRSE izveštaj o napretku (u daljem tekstu: "**Izveštaj o napretku**") (i) jednom godišnje, do potpune Alokacije isplaćenih Tranši; i (ii) pre svakog Zahteva za isplatu.

U Prilogu 4 ovde se nalazi šablon kojim se utvrđuju minimalne informacije potrebne BRSE da potvrdi kvalifikovanost potprojekta u skladu sa kriterijumima utvrđenim u Prilogu 1. Alternativni formati koji sadrže istu vrstu informacija se takođe mogu koristiti.

#### (b) Završni izveštaj

Nakon potpune Alokacije Tranši, Zajmoprimac će kroz KUJU predati izveštaj o završetku projekta (u daljem tekstu: "**Završni izveštaj**") koji sadrži ocenu socijalnih efekata Projekta sa tehničkim pokazateljima koji su dogovoreni sa BRSE u Prilogu 5.

Prilog 4 ovde sadrži šablon kojim se utvrđuju minimalni podaci koje BRSE zahteva. Alternativni formati koji sadrže iste podatke se takođe mogu koristiti.

### **6.2 Posete**

Zajmoprimac se obavezuje da prihvati posete praćenja/tehničke posete/procenjivanje, uključujući olakšavanje pristupa relevantnom Projektu/lokacijama potprojekta/izvođačima, koje vrše zaposleni BRSE ili imenovana treća lica.

### **6.3 Revizija**

Ako se Zajmoprimac ne usaglasi sa bilo kojom od obaveza u skladu sa Sporazumom, Zajmoprimac se obavezuje da prihvati reviziju na lokaciji, koju vrše zaspoleni BRSE ili imenovana treća lica, što će biti na teret Zajmoprimca.

### **6.4 Informacije o projektu**

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

Zajmoprimac će kroz KUJU isporučiti BRSE blagovremeno sve podatke ili dokumenta koja se tiču finansiranja ili sprovođenja (uključujući posebno pitanja zaštite životne sredine i nabavki) Projekta što BRSE može opravdano zahtevati.

Zajmoprimac će odmah kroz KUJU obavestiti BRSE o bilo kojem događaju koji bi mogao da ima negativan materijalni uticaj na sprovođenje Projekta, uključujući, ali se ne ograničavajući na:

- (i) svaki postupak ili protest koji je započet ili prigovor koji je podignut od strane trećeg lica ili bilo koja istinska žalba koju je primio Zajmoprimac ili sudski spor koji je započet ili se njime preti u pogledu nabavke ili pitanja zaštite životne sredine ili drugih pitanja koja utiču na projekat; i
- (ii) svako donošenje zakona ili izmene i dopune zakona, propisa ili pravila (ili u primeni ili zvaničnom tumačenju bilo kog zakona, propisa ili pravila).

Svaki događaj koji može imati materijalno negativni uticaj po sprovođenje Projekta bi predstavljaо događaj u smislu člana 3.3 (h) Propisa o zajmu i može dovesti do prevremene otplate, obustave ili otkaza zajma u skladu sa uslovima članova 3.3 (Prevremena otplata isplaćenih zajmova), 3.5 (Obustava neisplaćenih zajmova od strane Banke) i 3.6 (Otkazivanje od strane Banke isplate neisplaćenih zajmova) Propisa o zajmu.

## 6.5 Podaci o Zajmoprimcu

Zajmoprimac će odmah, direktno ili kroz KUJU, obavestiti BRSE o svakoj materijalno negativnoj promeni. Svaka materijalno negativna promena bi predstavljala događaj u smislu člana 3.3 (h) Propisa o zajmu i može dovesti do prevremene otplate, obustave ili otkaza zajma u skladu sa uslovima članova 3.3 (Prevremena otplata isplaćenih zajmova), 3.5 (Obustava neisplaćenih zajmova od strane Banke) i 3.6 (Otkazivanje od strane Banke isplate neisplaćenih zajmova) Propisa o zajmu.

Činjenica da se nakon bilo kog neizvršenja obaveza, od Zajmoprimca zahteva ili je moguće zahtevati ili će se, nakon isteka primenljivog ugovornog perioda počeka, zahtevati ili biti u mogućnosti da se zahteva da plati unapred, otplati ili raskine pre dospeća svaki Instrument zaduživanja ili je bilo koja obaveza koja je u vezi sa Instrumentom zaduživanja raskinuta ili obustavljena, predstavljala bi događaj u smislu člana 3.3 (h) Propisa o zajmu i može dovesti do prevremene otplate, obustave ili otkaza zajma u skladu sa uslovima članova 3.3 (Prevremena otplata isplaćenih zajmova), 3.5 (Obustava neisplaćenih zajmova od strane Banke) i 3.6 (Otkazivanje od strane Banke isplate neisplaćenih zajmova) Propisa o zajmu.

## 7. PARI PASSU

Neuspeh usaglašavanja sa odredbama navedenim pod klauzulom 7 predstavlja bi događaj u smislu člana 3.3 (h) Propisa o zajmu i može dovesti do prevremene otplate, obustave ili otkaza zajma u skladu sa uslovima iz članova 3.3 (Prevremena otplata isplaćenih zajmova), 3.5 (Obustava neisplaćenih zajmova od strane Banke) i 3.6 (Otkazivanje od strane Banke isplate neisplaćenih zajmova) Propisa o zajmu.

### 7.1 Rangiranje

Zajmoprimac će obezbediti da njegove obaveze plaćanja u skladu sa ovim sporazumom jesu i biće najmanje u rangu *pari passu* u pravu plaćanja sa svim drugim tekućim i budućim neobezbeđenim i nepodređenim obavezama prema njegovim Instrumentima zaduživanja.

Posebno, Zajmoprimac neće izvršiti (ili odobriti) bilo koje plaćanje u vezi sa bilo kojim takvim Instrumentom zaduživanja (bez obzira da li se redovno zakazuje ili ne) ako:

- (i) BRSE zatraži prevremenu otplatu u skladu sa članom 3.3 Propisa o zajmu; ili
- (ii) je došlo do ili se nastavlja događaj ili potencijalni događaj neizvršenja obaveza u pogledu neobezbeđenih i podređenih Instrumenata zaduženja Zajmoprimca ili neke od njegovih agencija ili državnih organa.

Međutim, isplata u pogledu na navedeni Instrument zaduženja je moguća ako Zajmoprimac:

- (i) plaća istovremeno; ili
- (ii) odvaja sa strane na namenski račun za plaćanje na sledeći Datum plaćanja kamate

sumu koja ja jednaka istom odnosu neizmirene glavnice u skladu sa ovim sporazumom kao što je odnos koji plaćanje pod takvim Instrumentom zaduživanja nosi prema ukupnom neizmirenom dugu prema tom instrumentu.

U tu svrhu, bilo koje plaćanje Instrumenta zaduživanja koje se vrši iz sredstava dobijenih emitovanjem drugog instrumenta, na koja su se prevashodno preplatila ista lica koja imaju potraživanja po Instrumentu zaduživanja, se zanemaruje.

### 7.2 Sredstvo obezbeđenja

Ukoliko se odobri Sredstvo obezbeđenja za izvršenje bilo kog Instrumenta zaduživanja Zajmoprimca, Zajmoprimac će blagovremeno obavestiti BRSE o svojim namerama, i ako to BRSE zahteva, dostaviće BRSE u okviru roka koji je definisan u

obaveštenju BRSE, identično ili ekvivalentno Sredstvo obezbeđenja za izvršenje svojih finansijskih obaveza u skladu sa ovim sporazumom.

Ova odredba se neće primanjivati na Sredstvo obezbeđenja:

- (a) nastalo na svojini u trenutku kupovine jedino kao zalog za plaćanje kupoprodajne cene ili za otplatu duga nastalog u svrhu finansiranja kupovine navedene svojine;
- (b) koje obezbeđuje Instrument zaduživanja čije dospeće pada najkasnije godinu dana nakon datuma na koji je prвobitno nastao; ili
- (c) koje je BRSE prethodno odobrila.

### **7.3 Klauzula koja se naknadno unosi**

Ako bilo koji od Instrumenata zaduživanja Zajmoprimeca uključuje klauzule o gubitku rejtinga, finansijskim pokazateljima ili *pari passu* odredbama koje su strože od bilo koje ekvivalentne odredbe ovog sporazuma, Zajmoprimec o tome obaveštava BRSE i, na njen zahtev u formi pisanog obaveštenja, u roku navedenom u BRSE obaveštenju, izvršava izmenu i dopunu ovog sporazuma kako bi obezbedio ekvivalentnu odredbu u korist BRSE.

### **7.4 Prevremena otplata trećim licima**

Ako Zajmoprimec prevremeno otplati, u celosti ili delimično, dobrovoljno ili na drugi način, bilo koji Instrument zaduživanja, Zajmoprimec će o tome informisati BRSE.

U tom slučaju i na zahtev BRSE, Zajmoprimec nadoknađuje BRSE-u iznose isplaćene prema Zajmu u skladu sa potklauzulom 4.7 u takvoj proporciji u kojoj prevremeni iznos otplate nosi u odgovarajućem Instrumentu zaduživanja. Prethodno pomenuto se ne odnosi na prevremene otplate revolving kredita koji ostaju otvoreni za povlaчење pod istim uslovima nakon takve prevremene otplate.

U svrhe Sporazuma, „prevremena otplata” znači otplata pre roka dospeća.

## **8. IZJAVE I GARANCIJE**

Zajmoprimec izjavljuje i garantuje:

- (a) da su ga nadležni organi ovlastili da zaključuje Sporazum i da su potpisniku(cima) dali ovlašćenje za to, u skladu sa zakonima, uredbama, propisima i drugim dokumentima koji se na njih primenjuju;
- (b) da potpisivanjem i njegovim uručivanjem, izvršenjem svojih obaveza prema i u saglasnosti sa ovim sporazumom ne:
  - (i) krši niti je u sukobu sa bilo kojim merodavnim zakonom, statutom, pravilom ili propisom, ili bilo kojom presudom, rešenjem ili dozvolom čiji je on predmet;
  - (ii) ne krši niti je u sukobu sa bilo kojim sporazumom ili drugim Instrumentom zaduživanja obavezujućim po njega, za koji se opravdano može očekivati da može dovesti do Materijalno štetne promene;
- (c) da ne postoji nijedan događaj ili okolnost koja je nerešena, a koja predstavlja neizvršenje obaveza iz nekog drugog sporazuma ili Instrumenta zaduživanja, koji je obavezujući za njega ili čiji predmet je njegova imovina, od kojeg bi se opravdano moglo očekivati da izazove Materijalno štetnu promenu;
- (d) da trećem licu nije odobreno nikakvo Sredstvo obezbeđenja zbog kršenja potklauzule 7.2;
- (e) nikakva parnica, arbitraža ili administrativni postupak pred nekim sudom, arbitražnim sudom ili agencijom, a od kog bi se opravdano moglo očekivati da ima za rezultat Materijalno štetnu promenu (po njegovom najboljem saznanju i verovanju) nije započet niti se očekuje protiv njega; i

(f) da je dobio primerak Propisa o zajmu, Kreditne politike, Politike o zaštiti životne sredine i merama socijalne zaštite i Smernica o nabavkama i da ih je uzeo u obzir.

Gorepomenute izjave i garancije smatraju se ponovljenim na datum potpisivanja svakog Zahteva za isplatu. O svakoj promeni u vezi sa gorenavedenim izjavama i garancijama mora se, u kompletном periodu Zajma, izveštavati i sva propratna dokumentacija mora se odmah dostaviti BRSE-u.

Ako je bilo koja od gorenavedenih izjava i garancija netačna ili se ispostavi da je bila netačna ili obmanjujuća u bilo kom pogledu, to bi predstavljalo događaj u smislu člana 3.3 (h) Propisa o zajmu i može da dovede do obustave, poništenja ili prevremene otplate Zajma u skladu sa članova 3.3 (Prevremena otplata isplaćenih kredita), 3.5 (Obustava neisplaćenih kredita od strane Banke) i 3.6 (Poništenje neisplaćenih kredita od strane Banke) Propisa o zajmu.

## **9. TREĆA LICA**

Zajmoprimac ne može pokrenuti nijedno pitanje vezano, u okviru korišćenja Zajma, za njegove odnose sa trećim licima kako bi izbegao ispunjavanje, bilo u celini ili delimično, obaveza koje nastaju po osnovu ovog sporazuma.

BRSE se ne može uključivati u sporove koji bi mogli nastati između Zajmoprimca i trećih lica i u troškove, bilo kakve prirode, koje načini BRSE vezano za bilo koja potraživanja, a naročito sve pravne ili sudske troškove koje će snositi Zajmoprimac.

## **10. ODRICANjE**

Ni u kom slučaju, uključujući kašnjenje ili delimično izvršenje, ne sme se pretpostaviti da se BRSE prečutno odrekao bilo kojeg prava koje mu daje Sporazum.

## **11. USTUPANjE**

Zajmoprimac ne može ustupiti ili preneti bilo koja od svojih prava ili obaveza iz Sporazuma bez prethodne pisane saglasnosti BRSE.

BRSE može da ustupi sva ili deo svojih prava i koristi ili preneti sva ili deo svojih prava, koristi i obaveza prema Sporazumu.

## **12. MERODAVNO PRAVO**

Sporazum se reguliše pravilima BRSE kako je to utvrđeno u odredbama člana 1. stav 3, Trećeg Protokola (od 6. marta 1959. godine) uz Opšti Sporazum o povlasticama i imunitetu Saveta Evrope (od 2. septembra 1949. godine) i, drugo, ako je potrebno, francuskim pravom.

## **13. SPOROVI**

Sporovi između Strana u Sporazumu predmet su arbitraže u skladu sa uslovima utvrđenim u Poglavlju 4 Propisa o zajmu.

Strane su saglasne da neće koristiti bilo koju privilegiju, imunitet ili zakon pred sudskim ili nekim drugim organom, bilo domaćem ili inostranom, kako bi stavile prigovor na sprovođenje odluke donesene pod uslovima utvrđenim u Poglavlju 4 Propisa o zajmu.

U svakoj pravnoj radnji koja proistekne iz ovog sporazuma, BRSE potvrda što se tiče bilo kog dospelog iznosa ili važeće kamatne stope u skladu sa Sporazumom, u odsustvu očigledne greške, biće *prima facie* dokaz tog iznosa ili kamatne stope.

## **14. OBAVEŠTENJA**

Svako obaveštenje ili drugi vid komunikacije koji se obavlja ili dostavlja u skladu sa ovim sporazumom BRSE-u ili Zajmoprimcu u pisanoj je formi i smatra se uredno predatim ili sačinjenim onda kada je dostavljen preporučenom poštom ili faksimilom od jedne strane drugoj strani na adresu ili broj faksa naznačen u tekstu ispod:

**Za Zajmoprimca:**

Ministarstvo finansija Republike Srbije

Kneza Miloša 20  
11000 Beograd  
Srbija

Na pažnju: Ministar finansija

Faks: +381 11 3618 961

**Za BRSE:**

Council of Europe Development Bank

55 Avenue Kléber  
75116 Paris  
Francuska

Na pažnju: Direktor, Odeljenje za projekte

Faks: + 33 1 47 55 37 52

Sva obaveštenja ili drugi vid komunikacije koja se dostavljaju ili su sačinjena po Sporazumu biće na engleskom ili francuskom jeziku ili na drugom jeziku, u kom slučaju će biti dostavljena uz overeni prevod na engleski ili francuski jezik, u slučaju kada to BRSE zahteva.

Bez uticaja na valjanost bilo kojeg obaveštenja dostavljenog faksom u skladu sa gorenavednim stavovima, primerak svakog obaveštenja dostavljenog faksom takođe će se poslati preporučenom poštom relevantnoj strani najkasnije sledećeg Radnog dana.

Obaveštenja izdata od strane Zajmoprimca shodno bilo kojoj odredbi ovog sporazuma će, kada to BRSE zahteva, biti dostavljena BRSE zajedno sa zadovoljavajućim dokazom o ovlašćenju lica ili više njih ovlašćenih za potpisivanje takvog obaveštenja u ime Zajmoprimca, kao i karton deponovanih potpisa takvog lica ili više njih.

**15. POREZI I RASHODI**

Zajmoprimac će plaćati, u meri u kojoj je primenljivo, sve poreze, obaveze, takse i ostale namete bilo kakve prirode, uključujući taksene marke i naknade za registraciju, koje nastanu iz potpisivanja, registracije ili implementacije Sporazuma ili nekog povezanog dokumenta, kao i iz stvaranja, poboljšanja, registracije ili izvršenja bilo kojeg Sredstva obezbeđenja ili garancije koji se zahtevaju u Sporazumu.

Zajmoprimac snosi sve naknade i troškove (uključujući pravne, stručne, bankarske ili troškove razmene) nastale u vezi sa (i) pripremom, potpisivanjem, poboljšanjem, implementacijom i raskidom ovog sporazuma ili nekog povezanog dokumenta; (ii) bilo kojom izmenom, dopunom ili odricanjem u pogledu ovog sporazuma ili nekog povezanog dokumenta; i (iii) pripremom, potpisivanjem, poboljšanjem, upravljanjem i aktiviranjem bilo kog Sredstva obezbeđenja koje se zahtева u skladu sa Zajmom.

Bez obzira na gore navedeno, član 4.7 (Troškovi arbitraže) Propisa o zajmu se primenjuje u vezi troškova arbitraže koji su utvrđeni u članu 13.

**16. ISPLAĆIVANJE**

Nakon otplate ukupnog iznosa neotplaćene glavnice prema Zajmu, kao i plaćanja svih kamata i drugih troškova koji proističu u skladu sa Sporazumom, uključujući

naročito one iznose iz potklauzule 4.9 i klauzule 15, Zajmoprimac će biti u potpunosti oslobođen svojih obaveza prema BRSE, sa izuzetkom onih utvrđenih u klauzuli 6. iznad za potrebe moguće ocene Projekta, koja će se obaviti najkasnije četiri (4) godine nakon otplate celokupnog iznosa neotplaćene glavnice Zajma.

## **17. STUPANjE NA SNAGU**

Sporazum stupa na snagu nakon što ga strane potpišu i Narodna skupština Republike Srbije ga potvrdi uz odgovarajuću pisano potvrdu koju je BRSE dobila od Zajmoprimca.

U POTVRDU TOGA, Strane su dovele do potpisivanja Sporazuma tako što su ga propisno ovlašćene potpisnice potpisale u četiri (4) primerka, od kojih je svaki jednako važeći. Jedan (1) primerak zadržava BRSE a tri (3) Zajmoprimac.

Beograd, 4. april 2019. godine

Za zajmoprimca

Ime: Siniša Mali

Titula: Ministar finansija

Pariz, 15. april 2019. godine

Za BRSE

Ime: Rolf Wenzel

Titula: Guverner

**PRILOG 1**  
**Opis projekta**

I.	<b>LD</b>	1981 (2018)					
	<b>Zajmoprimec</b>	Republika Srbija					
	<b>Tip zajma</b>	Zajam za finansiranje javnog sektora					
	<b>Iznos zajma</b>	EUR 200.000.000					
	<b>Odobrenje Administrativnog saveta BRSE</b>	15. novembar 2018. godine					
II.	<b>Sektor delovanja</b>	Zdravstvo					
	<b>Planirani radovi/Potprojekti</b>	Unapređenje sekundarnih i tercijarnih zdravstvenih ustanova i unapređenje zastarele medicinske i nemedicinske opreme u javnim institucijama širom zemlje.					
	<b>Lokacija</b>	Širom zemlje					
	<b>Krajnji korisnici</b>	Pacijenti, medicinsko i administrativno osoblje.					
	<b>Ukupni troškovi projekta</b>	Minimum EUR 350.000.000					
	<b>Plan finansiranja</b>	Zajmom BRSE finansiraće se do 60% budžetskih alokacija za kvalifikovane potprojekte. Ostala potrebna sredstva biće obezbeđena iz državnih sopstvenih finansijskih sredstava.					
		<i>Izvori</i> %		Upotreba (indikativna) %			
		BRSE	200	60	Infrastruktura u oblasti zdravstvene zaštite i opreme uključujući do EUR 2 miliona za troškove zaposlenih u KUJU	200	60
		Drugo (sopstvena sredstva, sredstva zajmova)	150	40		150	40
		<b>Ukupno</b>	350	100		350	100
	<b>Period sprovodenja projekta/ Kvalifikovane budžetske godine</b>	2019-2022					
	<b>Datum završetka</b>	30. jun 2023. godine					
III.	<b>Kriterijum kvalifikovanosti</b>	1. BRSE može finansirati projekte iz oblasti zdravstva i srodne infrastrukture kao što su: i. Izgradnja i/ili rehabilitacija: a. državnih bolnica; b. državne infrastrukture za medicinske usluge, uključujući one specijalizovane za pomoć osetljivoj populaciji; c. domova za brigu o starim licima i centara za socijalnu pomoć, uključujući smeštaj za stara lica koja su i dalje nezavisna u svom funkcionisanju. ii. Adaptacija navedenih objekata kako bi se olakšala njihova pristupačnost i omogućilo cirkulisanje lica					

	<p>sa smanjenom pokretljivošću;</p> <ul style="list-style-type: none"> <li>iii. Nabavka sistema upravljanja u zdravstvu i srodnog materijala i opreme; ovo može uključiti kupovinu za gotovinu ili lizing ili druge oblike dugoročnog iznajmljivanja navedene opreme;</li> <li>iv. Programi kućne nege i podrške.</li> </ul> <p>2. Projekti mogu uključiti obuku stručnog osoblja u socijalnom i zdravstvenom sektoru.</p> <p>3. Privatne institucije i infrastrukturu moraju odobriti državni organi (u skladu sa kriterijumima utvrđenim od strane države za ovu vrstu ustanova).</p> <p>4. U okviru projekata u oblasti zdravstva, finansiranje može takođe biti odobreno za osnovnu infrastrukturu kao što je:</p> <ul style="list-style-type: none"> <li>i. vodosnabdevanje;</li> <li>ii. skupljanje i prerada otpadnih voda i čvrstog otpada, uključujući toksični otpad;</li> <li>iii. snabdevanje električnom energijom i gasom.</li> </ul>
<b>Kvalifikovani troškovi</b>	<p>1. Infrastruktura i oprema u oblasti zdravstvene zaštite i do EUR 2 miliona za troškove zaposlenih u KUJU u skladu sa stavom 5 ispod.</p> <p>2. Kvalifikovani troškovi mogu da uključe:</p> <ul style="list-style-type: none"> <li>i. Troškove anketa i studija (tehničkih, ekonomskih ili trgovinskih, inženjerskih) kao i troškove tehničkog nadzora projekta. Oni ne bi trebalo da prekorače 5% ukupnih troškova projekta, osim ako je prekoračenje opravdano;</li> <li>ii. Troškove kupovine zemljišta direktno vezanog za projekt, po kupoprodajnoj ceni, osim ako je zemljište donirano ili poklonjeno;</li> <li>iii. Priprema zemljišta;</li> <li>iv. Izgradnja/renoviranje/modernizacija ili kupovina objekata direktno povezanih sa projektom;</li> <li>v. Instalaciju osnovne infrastrukture kao što je kanalizacija, za vodosnabdevanje, električne i telekomunikacione mreže, odlaganje otpada i upravljanje otpadnim vodama, putevi, itd.;</li> <li>vi. Kupovinu materijala, opreme i mašina, kao i srodnih troškova vezanih za obuku zaposlenih.</li> </ul> <p>3. Izdaci kod nepredviđenih troškova (tehnički i/ili troškovi povećanja cena) može finansirati BRSE. Oni predstavljaju finansijsko pokriće u pogledu mogućih promena u obimu potrebih radova, ili u jediničnim cenama, u vrsti i količini opreme koja treba da se kupi ili u metodi sprovođenja projekta. Zavisno od sektora aktivnosti i različitih komponenti projekta, ovi izdaci mogu predstavljati do 10% ukupnih troškova projekta.</p> <p>4. Troškovi koji se tiču profesionalne/stručne obuke i kampanja za podizanje svesti javnosti mogu biti kvalifikovani za finansiranje od strane BRSE uzimajući u obzir njihove ciljeve unutar okvira projekata.</p> <p>5. Zajmovi BRSE ne mogu da pokrivaju troškove za zaposlene (nadnice/plate i druga sroдna plaćanja kao što</p>

	<p>je uplata penzijskog osiguranja), finansijske troškove i negotovinske elemente kao što je amortizacija. Takvi troškovi se mogu smatrati kvalifikovanim kada se odnose na upravljanje projektom ili tehničku pomoć potrebnu za pripremu projekta i sprovođenje projekta.</p> <p>6. Finansijski troškovi ili ulaganja (plaćanje dugova, refinansiranje, troškovi kamate, preuzimanje udela u kapitalu preduzeća, itd.) ne mogu biti uključeni u procenjene troškove projekta i ne može ih finansirati BRSE.</p> <p>7. Troškovi koji ne podležu odbitku ili povraćaju PDV-a i drugi troškovi bez mogućnosti odbitka ili povraćaja poreza mogu se smatrati prihvatljivim troškovima.</p>
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IV.	<b>Socijalni uticaj</b>	Projekat će doprineti unapređenim uslovima za pacijente, medicinsko i administrativno osoblje kao i kvalitetu pružene usluge. Poboljšan pristup modernoj opremi se очekuje kao doprinos boljoj dijagnostici i delotvornijem lečenju pacijenata. Ulaganje u većinu objekata će takođe uključiti različite mere energetske efikasnosti.
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**PRILOG 2**  
**Obrazac pravnog mišljenja**

Banka za razvoj Saveta Evrope  
55, avenue Kléber  
F-75116 Pariz

Attn: Odeljenje za projekte  
Cc: Kancelarija generalnog saveta

[UNETI DATUM]

**Predmet: Okvirni sporazum o zajmu između Banke za razvoj Saveta Evrope i Republike Srbije (Ref: LD 1981 (2018))**

Poštovana gospodo,

U svojstvu ministra pravde dajem ovo pravno mišljenje u skladu sa odredbama člana 4.5(a) (i) Okvirnog sporazuma o zajmu LD 1981 (2018) između Banke za razvoj Saveta Evrope i Republike Srbije, na iznos od 200.000.000 evra, potpisanoj \_\_\_\_\_ (u daljem tekstu: „Ugovor o zajmu“). Svi termini koji se ovde koriste i nisu definisani na drugačiji način imaju isto značenje kao u Ugovoru o zajmu.

Pregledao sam originalni primerak Ugovora o zajmu i odredbe Ustava Republike Srbije („Službeni glasnik RS“, broj 98/2006), kao i zakonske i druge propise, i sproveo druge radnje koje sam smatrao potrebnim u cilju davanja ovog mišljenja.

Na osnovu napred navedenog, izjavljujem sledeće:

(a) odredbom člana 123. tačka 1. Ustava Republike Srbije („Službeni glasnik RS“, broj 98/2006) propisano je da Vlada utvrđuje i vodi politiku, a odredbom člana 2. stav 1. i člana 43. stav 3. Zakona o Vladi („Službeni glasnik RS“, br. 55/05, 71/05 - ispr., 101/07, 65/08, 16/11, 68/12-US, 72/12, 7/14-US, 44/14 i 30/18-dr. zakon) propisano je da Vlada utvrđuje i vodi politiku Republike Srbije, i kad ne donosi druge akte donosi zaključke. U skladu sa navedenim odredbama, Vlada je na sednici održanoj \_\_\_\_\_ donela Zaklučak 05 Broj: \_\_\_\_\_, kojim je usvojila Nacrt ugovora o zajmu i ovlastila \_\_\_\_\_, da u ime Vlade, kao zastupnika Republike Srbije potpiše Ugovor o zajmu;

(b) odredbom člana 99. stav 1. tačka 4. Ustava Republike Srbije („Službeni glasnik RS“, broj 98/2006) propisano je da Narodna skupština Republike Srbije potvrđuje međunarodne ugovore kada je zakonom predviđena obaveza njihovog potvrđivanja, a odredbom člana 2. stav 1. Zakona o zaključivanju i izvršavanju međunarodnih ugovora („Službeni glasnik RS - Međunarodni ugovori“, broj 32/13) propisano je da se međunarodnim ugovorom smatra ugovor koji Republika Srbija zaključi u pisanim oblicima sa jednom ili više država ili sa jednom ili više međunarodnih organizacija, koji je regulisan međunarodnim pravom. Zatim, odredbom člana 5. stav 2. Zakona o javnom dugu („Službeni glasnik RS“, br. 61/05, 107/09, 78/11, 68/15 i 95/18) propisano je da Narodna skupština Republike Srbije odlučuje, između ostalog, o

zaduživanju putem uzimanja dugoročnih kredita i zaduživanju za finansiranje investicionih projekata, kao i o davanju garancija i neposrednom preuzimanju obaveza u svojstvu dužnika po osnovu date garancije. U skladu sa navedenim odredbama, Narodna skupština Republike Srbije donela je Zakon o potvrđivanju Okvirnog sporazuma o zajmu LD 1981 (2018) između Banke za razvoj Saveta Evrope i Republike Srbije („Službeni glasnik RS - Međunarodni ugovori”, broj \_\_\_\_\_);

- (c) ne postoji nijedna druga odredba u skladu sa kojom bi bilo neophodno da se Ugovor o zajmu dostavi, evidentira ili registruje kod bilo kog suda ili državnog organa ili organizacije da bi se obezbedila njegova zakonitost, punovažnost ili izvršivost;
- (d) izbor prava u skladu sa članom 12. Ugovora o zajmu je punovažan i obavezujući za Zajmoprimca prema zakonima Republike Srbije;
- (e) u skladu sa članom 13. Ugovora o zajmu, odredbe o arbitraži navedene u Poglavlju 4. Propisa za zajmove Banke za razvoj Saveta Evrope će se primenjivati u vezi sa bilo kakvim potraživanjem ili sporom između Republike Srbije i Banke za razvoj Saveta Evrope koji može nastati u vezi sa Ugovorom o zajmu i bilo koja odluka arbitražnog suda koja se odnosi na Ugovor o zajmu može se izvršiti u Republici Srbiji bez ponovnog ispitivanja ili suđenja već presuđene stvari. S tim u vezi, odricanje od imuniteta u skladu sa odredbom člana 13. Ugovora o zajmu je punovažno i obavezujuće;
- (f) nikakvi porezi, carine, takse ili drugi nameti, uključujući bez ograničenja poreze, takse, ili druge dažbine za registraciju ili transfere koji su propisani u Republici Srbiji, ili bilo kojoj drugoj jedinici teritorijalne autonomije ili lokalne samouprave, nisu plativi u vezi sa zaključenjem ili izvršavanjem Ugovora o zajmu, ili sa plaćanjem koje Republika Srbija treba da izvrši Banci za razvoj Saveta Evrope u skladu sa Ugovorom o zajmu;
- (g) ne postoje ograničenja kontrole razmene deviza ili da nisu potrebne saglasnosti da bi se dozvolilo primanje svih iznosa koji će biti isplaćeni shodno Ugovoru o zajmu, niti da se dozvoli otplata zajma i isplata kamata i drugih iznosa dospelih na osnovu Ugovora o zajmu;
- (h) zaključenjem Ugovora o zajmu i njegovim izvršavanjem nisu prekršene odredbe zakona na snazi u Republici Srbiji ili učinjene povrede odredbi ugovora ili obaveza na koje se Republika Srbija obavezala.

Na osnovu gore navedenog, mišljenja sam da su ispunjeni svi uslovi koji su propisani Ustavom, zakonima i drugim propisima Republike Srbije, a koji se mogu primeniti na Ugovor o zajmu i da su odredbe navedenog ugovora na snazi i obavezujuće, odnosno, da je Ugovor o zajmu punovažan i izvršiv u Republici Srbiji u skladu sa njegovim odredbama.

S poštovanjem,

MINISTAR

## PRILOG 3

**ZAHTEV ZA ISPLATU (PRIMER)**

LD 1981 – [•] Tranša

U odnosu na Okvirni sporazum o zajmu od [•] (u daljem tekstu: "Sporazum") između Banke za razvoj Saveta Evrope (u daljem tekstu: BRSE) i Republike Srbije (u daljem tekstu: "Zajmoprimac"), Republika Srbija ovim obaveštava BRSE, u skladu sa potklauzulom 4.3(a) Sporazuma, da nastavi sa isplatom Tranše u skladu sa uslovima utvrđenim u tekstu ispod.

Pojmovi definisani u Sporazumu imaju isto značenje u ovom dokumentu, ukoliko to nije drugačije naznačeno.

Valuta/Iznos	[•]		
Datum isplate	[•]		
Period otplate glavnice	[•] godina [uključujući period počeka od [•] godina]		
Datum(i) otplate glavnice	[•]		
Datum dospeća	[•]		
Kamatna stopa	fiksna	maksimum [•] <i>per annum</i>	
	varijabilna	Referentna stopa: <i>[•]-mesečni EURIBOR/UNETI BILO KOJU DRUGU REF. KAMATNU STOPU] per annum</i>	
		Raspon	Maksimum [•] baznih poena
Kamatni period	[Kvartalno] [šestomesečno] unazad		
Datumi plaćanja kamate	Plaćanje kamate će se izvršiti [•] svake godine, a prvi put [•]		
Konvencija za utvrđivanje	Konvencija o modifikovanom narednom radnom danu		
Radni dan	[•]		
Račun Zajmoprimca	Naziv korisnika	[•]	
	Banka korisnika	Naziv	[•]
		Grad	[•]
		SWIFT	[•]
		IBAN	[•]
		Ref.	[•]
	Korespondenska banka (po potrebi)	Naziv	[•]
		Grad	[•]
		SWIFT	[•]
		IBAN	[•]

[•], dana [•].

Za zajmoprimca  
[UNETI IME(NA)/FUNKCIJU(E)]

<b>OBAVEŠTENJE O ISPLATI (PRIMER)</b>
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<b><i>LD [•] – [•] tranša</i></b>
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U odgovoru na vaš Zahtev za isplatu zajma od [•] u vezi sa Okvirnim sporazumom o zajmu od [•] (u daljem tekstu: "Sporazum") Između Banke za razvoj Saveta Evrope (u daljem tekstu: BRSE) i Republike Srbije (u daljem tekstu: "Zajmoprimac"), BRSE ovim obaveštava Zajmoprimca, u skladu sa potklauzulom 4.3(b) Sporazuma, o uslovima isplate relevantne Tranše.

Pojmovi definisani u Sporazumu imaju isto značenje u ovom dokumentu, ukoliko to nije drugačije naznačeno.

Valuta/Iznos	[•]		
Datum isplate	[•]		
Period otplate glavnice	[•] godina [uključujući period počeka od [•] godina]		
Datum(i) otplate glavnice	[•]		
Datum dospeća	[•]		
Kamatna stopa	Fiksna	[•] per annum	
	Varijabilna	Referenta stopa:	[•]-mesečni EURIBOR/UNETI BILO KOJU DRUGU REF. KAMATNU STOPU] per annum
		Raspon	[•] baznih poena
Kamatni period	[Kvartalno] [šestomesečno] unazad		
Datumi plaćanja kamate	Plaćanje kamate će se izvršiti [•] svake godine, a prvi put [•]		
Konvencija za utvrđivanje	Konvencija o modifikovanom narednom radnom danu		
Radni dan	[•]		
Račun zajmoprimca	Naziv korisnika	[•]	
	Banka korisnika	Naziv	[•]
		Grad	[•]
		SWIFT	[•]
		IBAN	[•]
		Ref.	[•]
	Korespondenska banka (po potrebi)	Naziv	[•]
		Grad	[•]
		SWIFT	[•]
		IBAN	[•]
Račun BRSE	Naziv korisnika	Banka za razvoj Saveta Evrope	
	SWIFT korisnika	CEFPFRPP	
	Banka korisnika	Naziv	Deutsche Bank
		Grad	Frankfurt (Nemačka)
		SWIFT	DEUTDEFF
		IBAN	DE44 5007 0010 0928 7384 00

Pariz, dana [•]

Za BRSE

[UNETI IME(NA)/FUNKCIJU(E)]

## PRILOG 4

### Izveštaj o napretku/Izveštaj o završetku

Извештај о напретку /Извештај о завршетку (пример подложен промени)

**ДРЖАВА: СРБИЈА**

**ЗАЈМОПРИМАЦ: РЕПУБЛИКА СРБИЈА**

ПРОЈЕКАТ: LD XXXX (2018) FIP 18229 – Здравствена заштита PFF

Датум извештавања: DD/MM/YYYY

Назив задатка	Кратак опис инвестиције	Тип инфрастр.1	Локација			Процењени распоред р. ЕИА (да/не)	Пројек. подлож ан ЕИА (да/не)	Трошкови и финансирање											
			назив		постојаћи			Укупно		Година 1		Година 2		Година 3		Година 4		Укупно	
			назив	постојаћи	постојаћи			Планирани буџет за 2019-2022	планиран трошк. инвестиција	опредељен	потрош ен	опредељен	потрош ен	опредељен	потрош ен	опредељен	потрош ен	опредељен	потрош ен
1								EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR	EUR
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			
11																			
12																			
13																			
14																			
15																			
16																			
17																			
Укупно								350 000 000											
Финансирано од стране: Сопствена средства Зајмопримца (искључујући БРСЕ зајам) БРСЕ зајам								150 000 000		Финансирано од стране: Сопствена средства Зајмопримца (искључујући зајам БРСЕ) БРСЕ зајам									
200 000 000																			

(1) Тип инфраструктуре: секундарна, терцијарна, медицинска опрема, немедицинска опрема

NB: Буџетска линија која прекорачује праг од EUR 5 милиона захтеваће појединачно одобрење БРСЕ и показатеље праћења специфичне за пројекат.

**PRILOG 5****Tehnički pokazatelji**

Indikatori imaju za cilj da procene kako najbolje izmeriti uticaj projekta na uzorku od 6 do 10 objekata sa značajnim radovima, koje je potrebno odrediti.

Социјални утицаји / исходи	Јединица	Почетни план	Циль	Исход	Коментари
<b>Објекти са унапређеном функционалношћу</b>	Операционе сале до стандарда	% од укупног			
	Болесничке собе са тушем и тоалетом	% од укупног			
	Допунске услуге до стандарда квалитета и безбедности	% од укупног			
	Спроведене мере приступа	број			
<b>Мере енергетске ефикасности</b> *биће израчунате на основу енергетске ревизије пре и после рехабилитације  Напомена: подаци о зградама и енергетској потрошњи за три последње године су ушли у ISEM датотеку	Уштеда енергије за грејање*	kWh/ m <sup>2</sup> /a	n.a.		
Уштеда енергије за хлађење*	kWh/ m <sup>2</sup> /a	n.a.			
Уштеда енергије за вентилацију*	kWh/ m <sup>2</sup> /a	n.a.			
Уштеда енергије за топлу воду*	kWh/ m <sup>2</sup> /a	n.a.			
Уштеда енергије за осветљење*	kWh/ m <sup>2</sup> /a	n.a.			
<b>Болничке перформансе</b>	Процент поновног болничког пријема (у року од 30 дана)	% од укупног			
	Просечна дужина боравка (ALOS)	Број			
	Просечна заузетост кревета (ABO)	% од укупног			
	Износ потрошени од стране болнице (кроз фонд за здравствено осигурање) на трећу генерацију антибиотика	У валути			
	Процент инцидената болничке инфекције на интензивној нези (забележен од стране „Батута“ према Обрасцу 4)	% за период (100 дана)			

**Član 3.**

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