

# **Z A K O N**

## **O POTVRĐIVANJU SPORAZUMA O ZAJMU (PROJEKAT INTEGRISANOG RAZVOJA KORIDORA REKE SAVE I DRINE PRIMENOM VIŠEFAZNOG PROGRAMSKOG PRISTUPA) IZMEĐU REPUBLIKE SRBIJE I MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ**

### **Član 1.**

Potvrđuje se Sporazum o zajmu (Projekat integrisanog razvoja koridora reke Save i Drine primenom višefaznog programskog pristupa) između Republike Srbije i Međunarodne banke za obnovu i razvoj, koji je potpisan u Beogradu, 9. i 11. maja 2021. godine u originalu na engleskom jeziku.

### **Član 2.**

Tekst Sporazuma o zajmu (Projekat integrisanog razvoja koridora reke Save i Drine primenom višefaznog programskog pristupa) između Republike Srbije i Međunarodne banke za obnovu i razvoj, u originalu na engleskom i prevodu na srpski jezik glasi:

**LOAN NUMBER 9128-YF**

**Loan Agreement**

**(Sava and Drina Rivers Corridors Integrated Development Program Using the  
Multiphase Programmatic Approach)**

**between**

**REPUBLIC OF SERBIA**

**and**

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT**

## LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF SERBIA (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank hereby agree as follows:

WHEREAS:

(A) Under the first phase of a Multiphase Programmatic Approach (MPA), the Bank intends to support the regional Sava and Drina Rivers Corridors Integrated Development Program in Serbia (“Project”), as described in Schedule 1 hereto;

(B) by separate financing agreements to be entered into between Bosnia and Herzegovina and Montenegro, respectively, with the Bank (“Bosnia and Herzegovina Financing Agreement”, and “Montenegro Financing Agreement”, as further defined in the Appendix to this Agreement), the Bank will extend them financing to cover the cost of activities related to their respective parts of the Project;

(C) the Borrower, Bosnia and Herzegovina and Montenegro (collectively, the “Participating Beneficiaries”) take part in several bilateral and multilateral agreements related to cross-border cooperation in the Sava River Basin, most notably the Framework Agreement on the Sava River Basin (FASRB), the regional treaty to which the Borrower, Bosnia and Herzegovina, together with Republic of Croatia, and Republic of Slovenia are the Parties and to which Montenegro is a participant through a Memorandum of Understanding with International Sava River Basin Commission (ISRBC), and that, *inter alia*, calls for regional cooperation as regards navigation safety, promotion of sustainable water resources management and protection against adverse events (such as floods, ice hazards, droughts and incidents involving substances hazardous to water and mitigation);

(D) the Participating Beneficiaries together with Republic of Croatia and Republic of Slovenia participate to the ISRBC, an international organization established for purpose of the implementation of the FASRB;

(E) by a letter dated April, 3, 2020 ISRBC declared its commitment to participate in the carrying out of regional cooperation activities that are supportive of Part 4 of the Project as described in Schedule 1 to the Agreement hereto;

(F) it is expected that the Republic of Croatia and the Republic of Slovenia, as members of the ISRBC, will support regional cooperation activities under Part 4 of the Project under the MPA; and

(G) under the second phase of the MPA, the Bank intends to continue to support countries in the region to strengthen trans-boundary water cooperation, improve navigability and flood protection in the Sava and Drina rivers corridors.

## **ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

## **ARTICLE II — LOAN**

2.01. The Bank agrees to lend to the Borrower the amount of seventy-eight and two hundred million Euro (€ 78,200,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing of Parts 1.1, 1.3, 2 and 3 of the Project, as described in Schedule 1 to this Agreement.

2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.

2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.

2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.

2.05. The interest rate is the Reference Rate plus the Fixed Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.

2.06. The Payment Dates are June 15 and December 15 in each year.

2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

## **ARTICLE III — PROJECT**

3.01. The Borrower declares its commitment to the objectives of the Project and the MPA Program. To this end, the Borrower shall carry out Parts 1.1, 2, and 3 of the Project through MoAFW, Part 1.3 through MoCTI, and shall carry out Part 4 of the Project, all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

## **ARTICLE IV — REMEDIES OF THE BANK**

4.01. The Additional Event of Suspension consists of the following, namely that as a result of events which have occurred after the date of the Loan Agreement, an extraordinary situation has arisen which makes it improbable that the MPA can be carried out.

## **ARTICLE V — EFFECTIVENESS; TERMINATION**

5.01. The Effectiveness Deadline is the date one hundred and eighty (180) days after the Signature Date.

## **ARTICLE VI — REPRESENTATIVE; ADDRESSES**

6.01. The Borrower's Representative, who, *inter alia*, may agree to modification of the provisions of this Agreement on behalf of the Borrower through exchange of letters (unless otherwise determined by the Borrower and the Bank), is its Minister of Finance.

6.02. For purposes of Section 10.01 of the General Conditions: (a) the Borrower's address is:

Ministry of Finance  
20 Kneza Milosa St.  
11000 Belgrade  
Republic of Serbia; and

(b) the Borrower's Electronic Address is:

Facsimile:                      E-mail:  
(381-11) 3618-961      kabinet@mfin.gov.rs

6.03. For purposes of Section 10.01 of the General Conditions: (a) the Bank's address is:

International Bank for Reconstruction and Development  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America; and

(b) the Bank's Electronic Address is:

Facsimile:                      E-mail:  
1-202-477-6391      lvangelder@worldbank.org

AGREED and signed in English as of the Signature Date.

**REPUBLIC OF SERBIA**

**By**

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**Authorized Representative**

**Name: Siniša Mali**

**Title: Finance Minister**

**Date: 11. 05. 2021.**

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT**

**By**

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**Authorized Representative**

**Name: Stephen N. Ndegwa**

**Title: Country Manager, Serbia**

**Date: 9-may-2021**

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to improve flood protection and enable transboundary water cooperation in the Sava and Drina Rivers Corridors.

The Project constitutes the first phase of the MPA Program, and consists of the following parts:

#### **Part 1: Integrated Management and Development of the Sava River Corridor**

1. Provision of support to finance flood protection and environmental management investments of embankments and related interventions at selected priority areas along the Sava River Corridor.

2. Provision of support to carry out waterway improvements through the demining of the right bank of the Sava river corridor.

3. Provision of support to finance the enhancement of the Sremska Mitrovica port infrastructure.

#### **Part 2: Integrated Management and Development of the Drina River Corridor**

1. Provision of support to finance flood protection and environmental management investments of embankments and related interventions at selected priority areas along the Drina Corridor.

2. Provision of support to carry out the integrated development of the upper Lim River watershed in Drina corridor.

#### **Part 3: Project Preparation and Management**

1. Provision of support to finance the preparation of the second phase of the MPA Program, including environmental and social safeguard assessments.

2. Provision of support to (a) increase the institutional capacity and inter-sectoral coordination in the Participating Beneficiaries to ensure a more efficient decision-making process and program management at the regional level and (b) carry out Project management activities, including financial management and procurement, monitoring and evaluation, carrying out of audits, safeguards and implementation of grievance redress mechanisms, and reporting for Parts 1.1, 1.3, 2 and 3 of the Project.

#### **Part 4: Regional Cooperation**

1. Participation in the improvement of policy dialogue activities and consultations, outreach and communication campaigns and preparation of plans and studies to strengthen the nexus between water services and connectivity with the regional development and economic integration objectives of the Sava and Drina Rivers Corridor.

2. Participation in the activities of the relevant regional entities supporting regional coordination activities for the Sava and Drina River Corridors.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements.

1. Without limitation to the provisions of Article V of the General Conditions, and except as the Bank shall otherwise agree, the Borrower shall:

- (a) establish by not later than two (2) months after the Effective Date, and thereafter maintain at all times during the implementation of the Project, a PIU within MoAFW, with composition, resources, terms of reference and functions acceptable to the Bank. The MoAFW PIU shall be responsible for disbursement, monitoring and evaluation and safeguards compliance under Parts 1.1, 2, and 3 of the Project;
- (b) establish by not later than two (2) months after the Effective Date, and thereafter maintain at all times during the implementation of the Project, a PIU within MoCTI, with composition, resources, terms of reference and functions acceptable to the Bank. The MoCTI PIU shall be responsible for disbursement, monitoring and evaluation and safeguards compliance under Part 1.3 of the Project;
- (c) maintain at all times during the implementation of the Project, the CFU within MoF, with composition, resources, terms of reference and functions acceptable to the Bank. The CFU shall be responsible for the fiduciary arrangements; and
- (d) Take all the necessary actions for the implementation of Part 4 of the Project in a manner satisfactory to the Bank and as outlined in the POM.

##### B. Project Operations Manual.

1. The Borrower, through MoAFW and MoCTI, shall by not later than two (2) months following the Effective Date and thereafter implement the Project in accordance with a POM, in form and substance satisfactory to the Bank, that sets out the operational and administrative procedures and requirements for Project implementation.

2. The POM may not be assigned, amended, abrogated or waived, or permitted to be assigned, amended, abrogated or waived, or any provision thereof, in a manner which, in the opinion of the Bank, may materially and adversely affect the implementation of the Project. The POM may only be amended in consultation with, and after approval of, the Bank. In case of any conflict between the terms of the POM and those of this Agreement, the terms of this Agreement shall prevail.

##### C. Annual Work Plan and Budget.

The Borrower, through MoAFW and MoCTI, shall:

(a) prepare and furnish to the Bank not later than June 30, 2022 for the following 18 months of implementation of the Project and thereafter no later than October 30 of each year during the implementation of the Project, starting in October 30, 2023 a proposed Annual Work Plan and Budget for the next calendar year containing: (i) all activities to be carried out under the Project during that calendar year; (ii) a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing; and (iii) any training activities that may be required under the Project including: (A) the type of training; (B) the purpose of the training; and (C) the cost of the training; and



(b) provide the Bank a reasonable opportunity to exchange views with the Borrower on each such proposed Annual Work Plan and Budget, and shall thereafter ensure that the Project is implemented with due diligence during said following year, in accordance with such Annual Work Plan and Budget as shall have been approved by the Bank; and not make or allow to be made any change to the approved Annual Work Plan and Budget without the Bank's prior written approval.

**D. Safeguards.**

1. The Borrower shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.

2. Without limitation upon paragraph 1 above, the Borrower shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Borrower shall ensure that:

- (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and as further specified in the ESCP;
- (b) sufficient funds are available to cover the costs of implementing the ESCP;
- (c) policies, procedures and qualified staff are maintained to enable it to implement the ESCP, as further specified in the ESCP; and
- (d) the ESCP or any provision thereof, is not amended, revised or waived, except as the Bank shall otherwise agree in writing and the Borrower has, thereafter, disclosed the revised ESCP.

In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. The Borrower shall:

- (a) take all measures necessary on its part to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the management tools and instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
- (b) promptly notify the Bank of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the instruments referenced therein and the Environmental and Social Standards.

4. The Borrower shall maintain and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Bank, to hear and determine fairly and in good faith all complaints raised in relation to the Project and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Bank.

5. The Borrower shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

**Section II. Project Monitoring Reporting and Evaluation**

1. (a) The Borrower shall, through MoAFW and MoCTI, furnish to the Bank each consolidated Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.
- (b) Unless otherwise agreed with the Bank, the Borrower, through the MoAFW PIU and MoCTI PIU shall prepare, under terms of reference satisfactory to the Bank, and furnish to the Bank, on or about September 30, 2023 a consolidated report integrating the results of the monitoring and evaluation activities performed pursuant to paragraph (a) of this Section, on the progress achieved in the carrying out of the Project during the period preceding the date of said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the period following such date.
- (c) Review with the Bank, by November 15, 2023 or such later date as the Bank shall request, the report referred to in paragraph (b) of this Section, and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the Bank's views on the matter.

### **Section III. Withdrawal of Loan Proceed**

#### **A. General.**

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay the Front-end Fee; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<b>Category</b>	<b>Amount of the Loan Allocated (expressed in Euro)</b>	<b>Percentage of Expenditures to be financed</b>
(1) Goods, works, non-consulting services, consulting services, Operating Costs and Training for Parts 1.1, 1.3, 2 and 3 of the Project	78,004,500	100% (inclusive of Taxes other than Value Added Tax and Customs Duties for works, goods and non-consulting services)
(2) Front-end Fee	195,500	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
<b>TOTAL AMOUNT</b>	<b>78,200,000</b>	

For the purpose of this table, the custom duties and value added tax for the importation and supply of goods, works and non-consulting services, within the Borrower's territory and for the purpose of the implementation of the Project, shall not be financed out of Loan proceeds. The Borrower confirms that the importation and supply of goods, works and non-consulting services, within the Borrower's territory and for the purpose of the implementation of the Project, shall be exempted from customs duties and value added tax.

#### **B. Withdrawal Conditions; Withdrawal Period.**

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed one million Euro (€1,000,000) may be made for payments made prior to this date but on or after May 1, 2020, for Eligible Expenditures under Category (1).

2. The Closing Date is July 30, 2026.

**SCHEDULE 3****Commitment-Linked Amortization Repayment Schedule**

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”).

**Level Principal Repayments**

<b>Principal Payment Date</b>	<b>Installment Share</b>
On each June 15 and December 15 Beginning December 15, 2023 through December 15, 2031	5.56%
On June 15, 2032	5.48%

## APPENDIX

### Definitions

1. “Annual Work Plan and Budget” means the work plan and budget prepared annually by the Borrower and approved by the Borrower in accordance with Section I.C of Schedule 2 to this Agreement; “Annual Work Plans and Budgets” means more than one such Annual Work Plan and Budget.

2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.

3. “Bosnia and Herzegovina Financing Agreement” means the agreement between Bosnia and Herzegovina and the Bank for the MPA, as such agreement may be amended from time to time. “Bosnia and Herzegovina Financing Agreement” includes all appendices, schedules and agreements supplemental to the Financing Agreement.

4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

5. “CFU” means Central Fiduciary Unit, the unit referred to in Section I.A (c) of Schedule 2 to this Agreement.

6. “Co-financing” means, for purposes of paragraph 16 of the Appendix to the General Conditions, an amount to be provided by a Co-financier to assist in financing Part 4 of the Project.

7. “Co-financing Agreement” means the agreement to be entered between an entity and the Co-financier that will provide for the Co-financing.

8. “Environmental and Social Commitment Plan” or the acronym “ESCP” means the Borrower’s environmental and social commitment plan, acceptable to the Bank, dated *June 8, 2020*, which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Project, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written agreement of the Bank, and such term includes any annexes or schedules to such plan.

9. “Environmental and Social Standards” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank at <https://www.worldbank.org/en/projects-operations/environmental-and-social-framework>.

10. "Framework Agreement on the Sava River Basin" or "FASRB" means the regional treaty to which the Borrower, Bosnia and Herzegovina, Republic of Croatia, and Republic of Slovenia are parties and to which Montenegro is a participant through a Memorandum of Understanding, and that, *inter alia*, calls for regional cooperation as regards navigation safety, promotion of sustainable water resources management and protection against adverse weather events such as floods and droughts.

11. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing", dated December 14, 2018.

12. "International Sava River Basin Commission" or "ISRBC" means an international organization established in 2006 pursuant to FASRB for the purpose of implementation of said treaty.

13. "MoAFW" means the Borrower's Ministry of Agriculture, Forestry and Water or its successor thereof.

14. "MoAFW PIU" means the Borrower's Project Implementation Unit, maintained by the Borrower within MoAFW, in accordance with Section I.A.1 (a) of Schedule 2 to this Agreement.

15. "MOCTI" means the Borrower's Ministry of Communication, Transport and Infrastructure or its successor thereof.

16. "MoCTI PIU" means the Borrower's Project Implementation Unit, maintained by the Borrower within MoCTI, in accordance with Section I.A.1 (b) of Schedule 2 to this Agreement.

17. "MOF" means the Borrower's Ministry of Finance, or its successor thereof.

18. "Montenegro Financing Agreement" means the agreement between the Republic of Montenegro and the Bank for the MPA, as such agreement may be amended from time to time. "Montenegro Financing Agreement" includes all appendices, schedules and agreements supplemental to the Financing Agreement.

19. "MPA Program" means the multiphase programmatic approach program, whose objective is to facilitate integrated transboundary water resources management and development along the Sava and Drina River Corridors.

20. "Operating Costs" means reasonable incremental expenses incurred on account of implementation of the Project, including, *inter alia*, office supplies and other consumable goods, office rent, internet and communications costs, support for information systems, translation costs, bank charges, utilities, travel, transportation, per diem, accommodation costs (lodging), CFU salaries and other reasonable expenditures directly associated with the implementation of the Project, on the basis of annual budgets acceptable to the Bank, excluding salaries of the civil service employees.

21. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.

22. "Project Operational Manual" or "POM" means the Project Operational Manual to be prepared by the Borrower in accordance with Section I.B of Schedule 2 to this Agreement and satisfactory to the Bank, setting forth the operational and administrative responsibilities, procedures and rules for the implementation of the Project, including the Environmental and Social Management Framework, the Performance Indicators and the financial management arrangements for the Project,

the arrangements for Part 4 of the Project, as the same may be amended and supplemented from time to time with the Bank's prior written approval.

23. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions.

24. "Training" means the reasonable costs, as shall have been approved by the Bank, for training and workshops conducted under the Project, including tuition, travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, study tours and other costs directly related to training course and workshop preparation and implementation (but excluding goods and consultants' services).

## **SPORAZUM O ZAJMU**

**(Projekat integrisanog razvoja koridora reke Save i Drine primenom višefaznog programskog pristupa)**

**između**

**REPUBLIKE SRBIJE**

**i**

**MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ**



## **SPORAZUM O ZAJMU**

Sporazum zaključen na Datum potpisivanja između REPUBLIKE SRBIJE („Zajmoprimca“) i MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ („Banke“). Zajmoprimac i Banka saglasili su se o sledećem:

Uzimajući u obzir:

(A) da u prvoj fazi Višefaznog programskog pristupa (VPP) Banka ima nameru da podrži regionalni Projekat integrisanog razvoja koridora reke Save i Drine u Srbiji („Projekat“), kao što je opisano u Programu 1 ovog sporazuma;

(B) putem posebnih sporazuma o finansiranju koji će biti zaključeni između Bosne i Hercegovine i Crne Gore, respektivno, i Banke (u daljem tekstu: „Sporazum o finansiranju sa Bosnom i Hercegovinom“ i „Sporazum o finansiranju sa Crnom Gorom“, detaljnije definisanih u Prilogu ovog sporazuma), Banka će im pružiti finansiranje za pokrivanje troškova aktivnosti vezanih za njihove delove Projekta, respektivno;

(C) Zajmoprimac, Bosna i Hercegovina i Crna Gora (zajedno „Korisnici koji učestvuju“) učestvuju u nekoliko bilateralnih i multilateralnih sporazuma koji se odnose na prekograničnu saradnju u slivu reke Save, posebno Okvirni sporazum o slivu reke Save (FASRB), regionalni ugovor u kojem su Zajmoprimac, Bosna i Hercegovina, zajedno s Republikom Hrvatskom i Republikom Slovenijom, a kojem je Crna Gora učesnik posredstvom Memoranduma o razumevanju sa Međunarodnom komisijom za sliv reke Save (ISRBC), i da, između ostalog, poziva na regionalnu saradnju u pogledu sigurnosti plovidbe, promocije održivog upravljanja vodnim resursima i zaštite od štetnih događaja (poput poplava, ledenih opasnosti, suša i incidenata koji uključuju materije opasne za vodu i praćenje talasa propagacije);

(D) Korisnici koji učestvuju zajedno sa Republikom Hrvatskom i Republikom Slovenijom učestvuju u radu ISRBC, međunarodnoj organizaciji osnovanoj radi implementacije FASRB;

(E) dopisom od 3. aprila 2020. godine, ISRBC se obavezala da učestvuje u sprovođenju aktivnosti regionalne saradnje koje podržavaju Deo 4 Projekta, kako je opisano u Prilogu 1 ovog sporazuma;

(F) očekuje se da će Republika Hrvatska i Republika Slovenija, kao članice ISRBC, podržati aktivnosti regionalne saradnje u okviru dela 4 Projekta u okviru VPP;

(G) u okviru druge faze VPP, Banka namerava da podrži zemlje u regionu u jačanju međugranične saradnje u oblasti voda, unapređenja plovnosti i zaštite od poplava na rečnim koridorima Save i Drine.

### **ČLAN I — OPŠTI USLOVI; DEFINICIJE**

1.01. Opšti uslovi (na način utvrđen u Prilogu ovog sporazuma) primenjuju se na ovaj sporazum i čine njegov sastavni deo.

1.02. Ukoliko kontekst ne zahteva drugačije, termini korišćeni u ovom sporazumu, pisani velikim slovom, imaju značenje koje im je dato u Opštim uslovima ili u Prilogu ovog sporazuma.

### **ČLAN II — ZAJAM**

2.01. Banka je saglasna da pozajmi Zajmoprimcu iznos od sedamdeset osam miliona i dve stotine hiljada evra (78.200.000 EUR), s tim da se ta suma može

s vremena na vreme konvertovati putem Konverzije Valute („Zajam”), kao podršku za finansiranje Dela 1.1, 1.3, 2 i 3 Projekta opisanog u Programu 1 ovog sporazuma.

2.02. Zajmoprimac može povlačiti sredstva Zajma u skladu sa Odeljkom III. Programa 2 ovog sporazuma.

2.03. Pristupna naknada iznosi jednu četvrtinu jednog procenta (0,25%) iznosa Zajma.

2.04. Naknada za neiskorišćena sredstva jednaka je jednoj četvrtini procenta (0,25%) godišnje na Nepovučena sredstva zajma.

2.05. Kamatna stopa jednaka je Referentnoj stopi uvećanoj za Fiksnu kamatnu maržu ili takvoj stopi koja se može primeniti nakon Konverzije; prema odredbama Odeljka 3.02 (e) Opštih uslova.

2.06. Datumi za plaćanje su 15. jun i 15. decembar svake godine.

2.07. Glavnica Zajma otplaćivaće se u skladu sa Programom 3 ovog sporazuma.

### **ČLAN III — PROJEKAT**

3.01. Zajmoprimac potvrđuje svoju posvećenost ciljevima Projekta i VPP Programa. U tu svrhu, Zajmoprimac će realizovati Delove 1.1, 2 i 3 Projekta preko MPŠV, Deo 1.3 Projekta preko MGSI, i Deo 4 Projekta, u skladu sa odredbama Člana V Opštih uslova i Programa 2 ovog sporazuma.

### **ČLAN IV — PRAVNI LEKOVI DOSTUPNI BANCIMA**

4.01. Dodatni slučaj obustavljanja isplate podrazumeva, naime, kako sledi, da je kao posledica događaja koji su nastupili nakon datuma Sporazuma o zajmu, nastala nepredviđena situacija koja će dovesti do toga da VPP verovatno ne bude realizovan.

### **ČLAN V — STUPANJE NA SNAGU; RASKID**

5.01. Krajnji rok za stupanje na snagu je stotinu osamdeset (180) dana od Datuma potpisivanja.

### **ČLAN VI — PREDSTAVNIK; ADRESE**

6.01. Predstavnik Zajmoprimca koji se, između ostalog, može složiti sa izmenama odredbi ovog sporazuma u ime Zajmoprimca razmenom pisama (ako Zajmoprimac i Banka ne odluče drugačije) je ministar finansija.

6.02. Za potrebe Odeljka 10.01 Opštih uslova: (a) Adresa Zajmoprimca je

Ministarstvo finansija  
Kneza Miloša 20  
11000 Beograd  
Republika Srbija; i

(b) Elektronska adresa Zajmoprimca je:

Faksimil: E-mail:  
(381-11) 3618-961 kabinet@mfin.gov.rs

6.03. Za potrebe Odeljka 10.01 Opštih uslova: (a) Adresa Banke je:

International Bank for Reconstruction and Development  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America; i

(b) Elektronska adresa Banke je:

Faksimil:

E-mail:

1-202-477-6391

lvangelder@worldbank.org

SPORAZUM postignut i potpisan na engleskom jeziku na Datum potpisivanja.

**REPUBLIKA SRBIJA**

**Potpisnik**

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**Ovlašćeni predstavnik**

**Ime: Siniša Mali**

**Funkcija: Ministar finansija**

**Datum: 11. maj 2021. godine**

**MEĐUNARODNA BANKA ZA OBNOVU I RAZVOJ**

**Potpisnik**

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**Ovlašćeni predstavnik**

**Ime: Stephen N. Ndegwa**

**Funkcija: Državni menadžer, Srbija**

**Datum: 9. maj 2021. godine**

## **PROGRAM 1**

### **Opis projekta**

Cilj Projekta je unapređenje zaštite od poplava i omogućavanje prekogranične saradnje u oblasti voda na rečnim koridorima Save i Drine.

Projekat čini fazu Programa VPP i sastoji se od sledećih delova:

#### **Deo 1: Integrisano upravljanje i razvoj koridora reke Save**

1. Obezbeđivanje podrške za finansiranje zaštite od poplava, ulaganje u upravljanje životnom sredinom, brane i povezane aktivnosti u odabranim prioritetnim oblastima duž koridora reke Save.

2. Pružanje podrške za sprovođenje poboljšanja plovnog puta deminiranjem desne obale koridora reke Save.

3. Obezbeđivanje podrške za finansiranje unapređenja lučke infrastrukture u Sremskoj Mitrovici.

#### **Deo 2: Integrisano upravljanje i razvoj koridora reke Drine**

1. Obezbeđivanje podrške za finansiranje zaštite od poplava, ulaganje u upravljanje životnom sredinom, brane i povezane aktivnosti u odabranim prioritetnim oblastima duž koridora reke Drine.

2. Obezbeđivanje podrške za realizaciju integrisanog razvoja gornjeg toka reke Lim duž koridora reke Drine.

#### **Deo 3: Priprema i upravljanje Projektom**

1. Obezbeđivanje podrške za finansiranje pripreme druge faze VPP programa, uključujući i procenu zaštitnih mera u oblasti životne sredine i socijalnih pitanja.

2. Obezbeđivanje podrške (a) povećanju institucionalnih kapaciteta i međusektorske koordinacije u Korisnicima koji učestvuju kako bi se osigurao efikasniji proces donošenja odluka i upravljanje programom na regionalnom nivou i (b) sprovođenje aktivnosti upravljanja Projektom, uključujući finansijsko upravljanje i nabavke, nadzor i evaluaciju, sprovođenje revizija, zaštitnih mera i primena mehanizama za nadoknađivanje pritužbi i izveštavanje za Delove 1.1, 1.3, 2 i 3 Projekta.

#### **Deo 4: Regionalna saradnja**

1. Učešće u unapređenju aktivnosti vezanih za politiku dijaloga i u konsultacijama, terenskim aktivnostima i kampanjama informisanja i pripremi planova i studija za jačanje veze između vodnih usluga i povezanosti sa ciljevima regionalnog razvoja i ekonomske integracije koridora Save i Drine.

2. Učešće u aktivnostima relevantnih regionalnih entiteta koji podržavaju aktivnosti regionalne koordinacije za koridore reke Save i Drine.

## PROGRAM 2

### Sprovođenje Projekta

#### Odeljak I. Aranžmani za implementaciju

##### A. Organizacioni aranžmani

1. Bez ograničavanja odredaba člana V Opštih uslova i osim ukoliko se Banka drugačije ne saglasi, Zajmoprimac će:

- (a) uspostaviti u roku od dva (2) meseca nakon Datuma efektivnosti i održati tokom trajanja implementacije Projekta Jedinicu za implementaciju projekta (JIP) unutar MPŠV, sa strukturom, resursima, projektnim zadatkom i funkcijama prihvatljivim za Banku. MPŠV JIP će biti odgovorna za isplate, praćenje i evaluaciju i mere zaštite u okviru Dela 1.1, 2 i 3 Projekta;
- (b) uspostaviti u roku od dva (2) meseca nakon Datuma efektivnosti i održati tokom trajanja implementacije Projekta Jedinicu za implementaciju projekta (JIP) unutar MGSI, sa strukturom, resursima, projektnim zadatkom i funkcijama prihvatljivim za Banku. MGSI JIP će biti odgovorna za isplate, praćenje i evaluaciju i mere zaštite u okviru Dela 1.3 Projekta;
- (c) tokom trajanja implementacije projekta održaće CFJ u okviru MF, sa strukturom, resursima, projektnim zadatkom i funkcijama prihvatljivim za Banku. CFJ će biti odgovorna za fiducijarne aranžmane; i
- (d) preduzeti sve neophodne radnje za sprovođenje Dela 4 Projekta na način koji je zadovoljavajući za Banku i kako je to naznačeno u POP-u.

##### B. Projektni operativni priručnik

1. Zajmoprimac će, preko MPŠV i MGSI, najkasnije dva (2) meseca nakon Datuma stupanja na snagu implementirati Projekat u skladu sa POP, u formi i sadržini prihvatljivoj za Banku, kojim se utvrđuju operativne i administrativne procedure i zahtevi koji se odnose na projektnu implementaciju.

2. POP ili bilo koje njegove odredbe se ne smeju ukinuti, izmeniti, obustaviti ili biti predmet odricanja ili se dozvoliti da se ukinu, izmene, obustave ili budu predmet odricanja, na način koji bi, po mišljenju Banke, materijalno i negativno uticao na implementaciju Projekta. POP se može menjati isključivo u konsultacijama sa i uz odobrenje Banke. U slučaju bilo kakvog neslaganja između POP-a i ovog sporazuma, odredbe ovog sporazuma će prevladati.

##### C. Godišnji plan rada i budžet

Zajmoprimac će, preko MPŠV i MGSI:

(a) pripremiti i Banci dostaviti najkasnije do 30. juna 2022. godine za narednih 18 meseci implementacije Projekta, i nakon toga najkasnije do 30. oktobra svake godine tokom implementacije Projekta, a počevši od 30. oktobra 2023. godine predlog Godišnjeg plana rada i budžeta za sledeću kalendarsku godinu koji treba da sadrži: (i) sve aktivnosti koje će se sprovoditi u okviru Projekta tokom kalendarske godine; (ii) predlog finansijskog plana rashoda potrebnih za date aktivnosti, koji će definisati predložene iznose i izvore finansiranja; i (iii) treninge koji mogu biti potrebni za potrebe Projekta i koji će obuhvatiti: (A) vrstu obuke; (B) svrhu obuke; i (C) troškove obuke; i

(b) Banci dati razumnu priliku da sa Zajmoprimcem razmeni mišljenje o svakom predloženom Godišnjem planu rada i budžetu i nakon toga će obezbediti da

se Projekat sprovodi uz dužnu pažnju tokom te naredne godine, u skladu sa Godišnjim planom rada i budžetom koji je Banka odobrila; i neće menjati niti će dozvoliti da se menja Godišnji plan rada i budžet, bez prethodnog pismenog odobrenja Banke.

#### **D. Mere zaštite**

1. Zajmoprimac će obezbediti da se Projekat sprovodi u skladu sa Standardima za životnu sredinu i socijalna pitanja, na način koji je prihvatljiv za Banku.

2. Bez ograničavanja odredaba iz stava 1, Zajmoprimac će obezbediti da se Projekat sprovodi u skladu sa Planom obaveza na polju životne sredine i socijalnih pitanja („ESCP”), na način koji je prihvatljiv za Banku. U tu svrhu, Zajmoprimac će obezbediti:

- (a) da mere i aktivnosti propisane u ESCP budu implementirane sa dužnom pažnjom i efikasnošću, kao što je detaljnije propisano u ESCP;
- (b) da na raspolaganju bude dovoljno sredstava za pokrivanje troškova sprovođenja ESCP;
- (c) da se održavaju politike, procedure i kvalifikovani kadrovi kako bi se omogućila implementacija ESCP, kao što je detaljnije propisano u ESCP; i
- (d) ESCP ili bilo koja njegova odredba ne bude menjana, revidirana ili poništena, osim ako se Banka ne saglasi sa suprotnim pisanim putem, nakon čega će Zajmoprimac objaviti izmenjen ESCP.

U slučaju bilo kakve neusaglašenosti između ESCP i odredbi ovog sporazuma, odredbe ovog sporazuma imaju veću pravnu snagu.

3. Zajmoprimac će:

- (a) preduzeti sve mere neophodne da prikupi, sastavi i dostavi Banci putem redovnog izveštavanja onoliko često koliko je navedeno u ESCP informacije o statusu ispunjenosti zahteva iz ESCP i sadržanim alatima i instrumentima upravljanja, odmah u odvojenom dokumentu ili dokumentima, ukoliko Banka tako traži; svi navedeni izveštaji biće u formi i sadržine koji su prihvatljivi za Banku, i definišaće između ostalog i: (i) status implementacije ESCP; (ii) uslove, ukoliko ih ima, koji utiču ili prete da utiču na implementaciju ESCP; i (iii) korektivne i preventivne mere koje su preduzete ili ih je potrebno preduzeti kako bi se takve situacije rešile; i
- (b) odmah obavestiti Banku o incidentu ili nezgodi koji se odnose ili imaju uticaja na Projekat, a imaju ili će imati značajan negativan uticaj na životnu sredinu, pogođene zajednice, građane ili radnike, u skladu sa ESCP, navedenim instrumentima i Standardima za životnu sredinu i socijalna pitanja.

4. Zajmoprimac će održati i objaviti raspoloživost žalbenih mehanizama, u formi i sadržini koji su prihvatljivi za Banku, koji će saslušati i na fer i pošten način razmotriti sve žalbe vezane za Projekat, i preduzeti sve mere neophodne za implementaciju odluka koje su ti mehanizmi doneli na način zadovoljavajuć za Banku.

5. Zajmoprimac će osigurati da sva tenderska dokumentacija i ugovori za građevinske radove u okviru Projekta sadrže obavezu izvođača, podizvođača i

subjekata koji nadgledaju: (a) da se pridržavaju relevantnih aspekata ESCP i ekoloških i društvenih instrumenata na koje se odnosi; i (b) usvajaju i sprovode kodekse ponašanja koje bi svi radnici trebalo da potpišu, detaljno navodeći mere za suzbijanje ekoloških, socijalnih, zdravstvenih i bezbednosnih rizika i rizika seksualnog iskorišćavanja i zlostavljanja, seksualnog uznemiravanja i nasilja nad decom, sve što je primenljivo na takve građevinske radove koji su naručeni ili izvedeni u skladu sa navedenim ugovorima.

## **Odeljak II. Praćenje, izveštavanje i vrednovanje Projekta**

1. (a) Zajmoprimac će, preko MPŠV i MGSI Banci dostavljati svaki Izveštaj o Projektu najkasnije četrdeset i pet (45) dana po isteku svakog kalendarskog semestra, za kalendarski semestar.
- (b) Ukoliko drugačije nije dogovoreno sa Bankom, Zajmoprimac će, preko MPŠV JIP i MGSI JIP, u skladu sa projektnim zadatkom prihvatljivim Banci, pripremiti i Banci dostaviti na dan 30. septembar 2023. godine ili približno do 30. septembra 2023. godine, izveštaj u kome će biti opisani rezultati aktivnosti praćenja i vrednovanja sprovedenih u skladu sa stavom (a) ovog odeljka u pogledu napretka ostvarenog u sprovođenju Projekta tokom perioda koji prethodi danu izrade tog izveštaja i u kome će se navesti preporučene mere za efikasno sprovođenje Projekta i ostvarenje njegovih ciljeva u periodu nakon tog dana.
- (c) Zajedno sa Bankom, najkasnije do 15. novembra 2023. godine, ili u dužem roku ako to Banka zatraži, razmotriti izveštaj iz stava (b) ovog odeljka i potom preduzeti sve mere neophodne za efikasan završetak Projekta i ostvarenje njegovih ciljeva, i to na osnovu zaključaka i preporuka navedenog izveštaja i mišljenja Banke u tom pogledu.

## **Odeljak III. Isplata sredstava zajma**

### **A. Opšte odredbe.**

Bez ograničenja odredbama člana II Opštih uslova i u skladu sa Pismom o isplati i finansijskim informacijama, Zajmoprimac može da povuče sredstva Zajma za: (a) finansiranje Prihvatljivih troškova; i (b) plaćanje: Pristupne naknade; u iznosu opredeljenom i, ukoliko je primenljivo, do procenta definisanog za svaku Kategoriju navedenu u tabeli koja sledi:

<b>Kategorija</b>	<b>Iznos opredeljenog Zajma (izražen u evrima)</b>	<b>Procenat troškova koji će biti finansirani</b>
(1) Roba, radovi i nekonsultantske usluge, konsultantske usluge, Obuka i Inkrementalni operativni troškovi za Projekat	78.004.500	100% (sa uključenim porezima osim poreza na dodatu vrednost i carinskih dažbina za robu, radove i nekonsultantske usluge)



(2) Pristupna naknada	195.500	Iznos se plaća u skladu sa Odeljkom 2.03 ovog sporazuma i u skladu sa Odeljkom 2.07 (b) Opštih uslova
UKUPAN IZNOS	78.200.000	

Za potrebe ove tabele, carine i porez na dodatu vrednost za uvoz i isporuku robe i radova i nekonsultantskih usluga na teritoriji Zajmoprimca u svrhe sprovođenja Projekta, neće se finansirati iz sredstava zajma. Zajmoprimac potvrđuje da se uvoz i isporuka robe, radova i nekonsultantskih usluga na teritoriji Zajmoprimca a za potrebe implementacije Projekta, oslobađaju od plaćanja carina i poreza na dodatu vrednost.

**B. Uslovi za povlačenje sredstava; Period povlačenja sredstava.**

1. Izuzetno od odredbi Dela A iznad, povlačenja sredstava se neće vršiti za plaćanja izvršena pre Datuma potpisivanja, osim u slučaju povlačenja sredstava do ukupne sume koja neće preći iznos od 1.000.000 evra za plaćanja izvršena pre tog datuma i to dana 1. maja 2020. godine ili nakon tog datuma, za Prihvatljive troškove iz Kategorije (1).

2. Datum završetka Projekta je 30. jul 2026. godine.

**PROGRAM 3****Plan otplate povezan sa preuzetom obavezom**

Sledeća tabela prikazuje Datume otplate glavnice Zajma i procenat od ukupnog iznosa glavnice Zajma koji se otplaćuje svakog Datuma otplate glavnice (Udeo rate).

**Otplata glavnice podeljena na jednake delove**

<b>Datum otplate glavnice</b>	<b>Procenat rate</b>
Svakog 15. juna i 15. decembra počevši od 15. decembra 2023. godine do 15. decembra 2031. godine	5,56 %
Dana 15. juna 2032. godine	5,48 %

## PRILOG

### Definicije

1. „Godišnji plan rada i budžet” označava plan rada i budžet koji Zajmoprimac priprema svake godine i odobrava u skladu sa Odeljkom I.C Programa 2 ovog sporazuma; „Godišnji plan rada i budžet” označava više od jednog takvog Godišnjeg plana rada i budžeta.

2. „Smernice za borbu protiv korupcije” označava u smislu stava 5. Priloga Opštih uslova, „Smernice za sprečavanje i borbu protiv prevare i korupcije u okviru projekata finansiranih iz sredstava zajmova IBRD i kredita i grantova IDA”, od 15. oktobra 2006. godine sa izmenama i dopunama iz januara 2011. i 1. jula 2016. godine.

3. „Sporazum o finansiranju sa Bosnom i Hercegovinom” označava sporazum zaključen između Bosne i Hercegovine i Banke za potrebe VPP, koji se povremeno može menjati. „Sporazum o finansiranju sa Bosnom i Hercegovinom” sadrži sve priloge, programe i sporazume koji predstavljaju dodatak Sporazumu o finansiranju.

4. „Kategorija” označava kategoriju utvrđenu u tabeli u Odeljku III.A Programa 2 ovog sporazuma.

5. „CFJ” označava Centralnu fiducijarnu jedinicu, iz Odeljka I.A(c) Programa 2 ovog sporazuma.

6. „Sufinansiranje” označava, za potrebe paragrafa 16 Priloga Opštim uslovima, iznos koji obezbeđuje Sufinansijer kako bi pomogao finansiranje Dela 4 ovog Projekta.

7. „Sporazum o sufinansiranju” označava sporazum između korisnika sufinansiranja i Sufinansijera o sufinansiranju.

8. „Plan obaveza na polju životne sredine i socijalnih pitanja” ili skraćeno „ESCP” označava plan obaveza u oblasti životne sredine i socijalnih pitanja Zajmoprimca, prihvatljiv za Banku od 20. maja 2020. godine, koji definiše pregled ključnih mera i aktivnosti u cilju potencijalnih ekoloških i socijalnih rizika i uticaja na Projekat, uključujući vremenski okvir za aktivnosti i mere, institucionalne aranžmane, ljudske resurse, obuku, monitoring i izveštavanje, i sve instrumente koje je potrebno pripremiti; ESCP može biti povremeno revidiran od strane Zajmoprimca, uz prethodnu pismenu saglasnost Banke, uključujući sve priloge i rasporede takvog plana.

9. „Ekološki i socijalni standardi”, zajedno označavaju: (i) „Ekološki i socijalni standard 1: Procena i upravljanje ekološkim i socijalnim rizicima i uticajima”; (ii) „Ekološki i socijalni standard 2: Uslovi u oblasti rada”; (iii) „Ekološki i socijalni standard 3: Efikasnost resursa i prevencija i upravljanje zagađenjem”; (iv) „Ekološki i socijalni standard 4: Zdravlje i bezbednost zajednice”; (v) „Ekološki i socijalni standard 5: Kupovina zemljišta, ograničenja po pitanju korišćenja zemljišta i prinudno raseljavanje”; (vi) „Ekološki i socijalni standard 6: Očuvanje biodiverziteta i održivo upravljanje prirodnim resursima”; (vii) „Ekološki i socijalni standard 7: Autohtono stanovništvo/tradicionalne istorijski vulnerabilne zajednice podsaharske Afrike”; (viii) „Ekološki i socijalni standard 8: Kulturno nasleđe”; (ix) „Ekološki i socijalni standard 9: Finansijski posrednici”; (x) „Ekološki i socijalni standard 10: Uključivanje nosilaca interesa i objavljivanje informacija”; na snazi od 1. oktobra 2018. godine, objavljeni od strane Banke na internet stranici <https://www.worldbank.org/en/projects-operations/environmental-and-social-framework>

10. „Okvirni sporazum za sliv reke Save” ili „FASRB” označava regionalni sporazum čije strane su Zajmoprimac, Bosna i Hercegovina, Republika Hrvatska i Republika Slovenija, a Crna Gora je učesnica zahvaljujući potpisanom Memorandumu o razumevanju i koji, između ostalog, podstiče regionalnu saradnju u oblasti bezbednosti plovidbe, promovisanja održivog upravljanja vodnim resursima i zaštite od nepovoljnih vremenskih uslova, kao što su poplave i suše.

11. „Opšti uslovi” označavaju „Opšte uslove Međunarodne banke za obnovu i razvoj (IBRD) za finansiranje od strane IBRD: Finansiranje investicionih projekata”, od 14. decembra 2018.

12. „Međunarodna komisija za sliv reke Save” ili „ISRBC” označava međunarodnu organizaciju osnovanu 2006. godine u skladu sa FASRB sa ciljem implementacije navedenog sporazuma.

13. „MPŠV” označava Ministarstvo poljoprivrede, šumarstva i vodoprivrede Zajmoprimca ili njegovog pravnog naslednika.

14. „MPŠV JIP” je Jedinica za implementaciju projektom iz Odeljka I.A.1(a) Programa 2 ovog sporazuma.

15. „MGSJ” označava Ministarstvo građevinarstva, saobraćaja i infrastrukture Zajmoprimca ili njegovog pravnog naslednika.

16. „MGSJ JIP” je Jedinica za implementaciju projektom iz Odeljka I.A.1(b) Programa 2 ovog sporazuma.

17. „MF” označava Ministarstvo finansija Zajmoprimca ili njegovog pravnog naslednika.

18. „Sporazum o finansiranju sa Crnom Gorom” označava sporazum zaključen između Crne Gore i Banke za potrebe MPA, koji se povremeno može menjati. „Sporazum o finansiranju sa Crnom Gorom” sadrži sve priloge, programe i sporazume koji predstavljaju dodatak Sporazumu o finansiranju.

19. „VPP Program” označava višefazni programski pristup čiji je cilj da omogući integrisano upravljanje vodnim resursima i razvoj na koridoru reka Sava i Drina.

20. „Operativni troškovi” označavaju razumne inkrementalne rashode koji su nastali u vezi sa implementacijom Projekta, uključujući, između ostalog, rashode kancelarijskog i ostalog potrošnog materijala, troškove zakupa kancelarijskog prostora, rashodi za internet i komunikaciju, podrška za informacione sisteme, naknade za prevođenje, naknade za bankarske troškove, komunalije, putovanja, prevoz, dnevnice, troškovi smeštaja (prenočišta), zarade CFJ i drugi razumni rashodi direktno povezani sa sprovođenjem Projekta, na osnovu godišnjih budžeta prihvatljivih za Banku, isključujući zarade zaposlenih u državnoj službi.

21. „Regulativa u oblasti nabavki” označava, za potrebe stava 85 Priloga Opštih uslova, „Regulativu Svetske banke za nabavke za IPF zajmoprimce”, od jula 2016, sa izmenama i dopunama iz novembra 2017. i avgusta 2018. godine.

22. „Projektni operativni priručnik” ili „POP” označava Projektni operativni priručnik koji priprema Zajmoprimac u skladu sa Odeljkom I.B. Programa 2 ovog Sporazuma koji je zadovoljavajući za Banku, a koji definiše operativne i administrativne odgovornosti, procedure i pravila za implementaciju Projekta, uključujući i Okvir za upravljanje životnom sredinom i socijalnim pitanjima, pokazatelje učinka i aranžmane finansijskog upravljanja za potrebe Projekta, aranžmane u vezi sa Delom 4 Projekta, koji se povremeno mogu menjati i dopunjavati, uz prethodnu pismenu saglasnost Banke.

23. „Datum potpisivanja” označava kasniji od dva datuma kada su Zajmoprimac i Banka potpisali Sporazum i ova definicija se primenjuje na sva pozivanja na „Datum Sporazuma o zajmu” u Opštim uslovima.

24. „Obuka”, označava opravdani trošak, kako je odobreno od strane Banke za obuke i radionice sprovedene u vezi sa Projektom, uključujući kotizacije, troškove putovanja i održavanja obuka za učesnike radionica, troškove povezane sa obezbeđivanjem usluga držalaca obuka i radionica, troškove zakupa prostora za održavanje obuka i radionica, priprema i zapisi materijala sa obuka i radionica, studijska putovanja i druge troškove direktno povezane sa obukama i pripremom radionica i implementacije (ali isključujući robu i konsultantske usluge).

**Član 3.**

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