

Z A K O N
O POTVRĐIVANJU UGOVORA O ZAJMU
(PROJEKAT NAUKA) IZMEĐU REPUBLIKE SRBIJE
I EVROPSKE BANKE ZA OBNOVU I RAZVOJ

Član 1.

Potvrđuje se Ugovor o zajmu (Projekat Nauka) između Republike Srbije i Evropske banke za obnovu i razvoj, koji je potpisan u Beogradu, 16. juna 2023. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Ugovora o zajmu (Projekat Nauka) između Republike Srbije i Evropske banke za obnovu i razvoj, u originalu na engleskom jeziku i prevodu na srpski jezik glasi:

(Operation Number 54083)

LOAN AGREEMENT

(Project Science)

between

THE REPUBLIC OF SERBIA

and

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

Dated 16 June 2023

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LOAN AGREEMENT

AGREEMENT dated 16 June 2023 between **THE REPUBLIC OF SERBIA** (the "Borrower") and **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT** (the "Bank").

PREAMBLE

WHEREAS, the Bank has been established to provide financing for specific projects to foster the transition towards open market-oriented economies and to promote private and entrepreneurial initiative in certain countries committed to and applying the principles of multiparty democracy, pluralism and market economics;

WHEREAS, the Borrower intends to implement the Project as described in Schedule 1 which is designed to assist the Borrower in the construction and expansion of modern science, technology and innovation parks in the Republic of Serbia;

WHEREAS, the Project will be carried out by the Borrower, acting through the Responsible Ministries, and the Project Entities;

WHEREAS, the Bank has agreed to make available technical cooperation funds in an amount of up to EUR 325,000 to fund consultancy services for the purpose of implementing the technical cooperation project in accordance with the Terms of Reference;

WHEREAS, the Borrower has requested assistance from the Bank in financing part of the Project; and

WHEREAS, the Bank has agreed on the basis of, *inter alia*, the foregoing to make a loan to the Borrower in the amount of EUR 80,000,000, subject to the terms and conditions set forth or referred to in this Agreement and in the project agreement dated the date hereof among the Borrower, the Project Entities and the Bank (the "Project Agreement" as defined in the Standard Terms and Conditions).

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I - STANDARD TERMS AND CONDITIONS; DEFINITIONS

Section 1.01. Incorporation of Standard Terms and Conditions

All of the provisions of the Bank's Standard Terms and Conditions dated 5 November 2021 are hereby incorporated into and made applicable to this Agreement with the same force and effect as if they were fully set forth herein (such provisions are hereinafter called the "Standard Terms and Conditions").

Section 1.02. Definitions

Wherever used in this Agreement (including the Preamble and Schedules), unless stated otherwise or the context otherwise requires, the terms defined in the Preamble have the respective meanings given to them therein, the terms defined in

the Standard Terms and Conditions have the respective meanings given to them therein and the following terms have the following meanings:

"Authorisation"	means any consent, registration, filing, agreement, notarisation, certificate, license, approval, permit, authority or exemption from, by or with any Governmental Authority, whether given or withheld by express action or deemed given or withheld by failure to act within any specified time period and all corporate, creditors' and shareholders' approvals or consents.
"Borrower's Authorised Representative"	means the Minister of Finance of the Republic of Serbia and other officers designated as such in accordance with Section 10.2 of the Standard Terms and Conditions.
"ClientNet"	means the Bank's online portal for the transmission of documents and information between the Bank and its clients, and any replacement website as the Bank may from time to time notify the Borrower.
"Designated Performance Requirements"	means Performance Requirements 1 through 8 and 10 (or, as the context may require, any one of such Performance Requirements) of the Performance Requirements dated April 2019 and related to the Bank's Environmental and Social Policy dated April 2019.
"Enforcement Policy and Procedures"	means the Bank's Enforcement Policy and Procedures dated 4 October 2017.
"Environmental and Social Action Plan"	means the plan of environmental and social mitigation and improvement measures dated 9 May 2023 and agreed by the Borrower and the Bank, as such plan may be amended from time to time with the prior written consent of the Bank in accordance with Section 3.04(c).
"Environmental and Social Law"	means any applicable law in any relevant jurisdiction, concerning the protection of the environment, workers, communities or project affected people.
"Environmental and Social Matter"	means any matter that is the subject of any Environmental and Social Law, any Designated Performance Requirement or the Environmental and Social Action Plan.
"Fiscal Year"	means the Borrower's fiscal year commencing on 1 January of each year.

"Governmental Authority"	means the government of the Borrower, or of any political subdivision thereof, whether state, regional or local, and any agency, authority, branch, department, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government or any subdivision thereof (including any supra-national bodies), and all officials, agents and representatives of each of the foregoing.
"Loan Currency"	means EUR.
"PIU"	means the project implementation unit referred to in Section 3.02.
"Procurement Plan"	means a plan in respect of the procurement of goods, works and services for the purposes of the Project dated 30 May 2023 and agreed by the Borrower and the Bank, as such plan may be amended from time to time subject to no-objection from the Bank.
"Project Entities"	means Project Entities Group I and Project Entities Group II.
"Project Entities Group I"	means: <ul style="list-style-type: none"> (a) Science and Technology Park Čačak d.o.o., a limited liability company organised in the Republic of Serbia, identification no. 20793112, with registered seat at Dr Dragiše Mišovića 169, Čačak, the Republic of Serbia ("STP Čačak"); (b) Science and Technology Park Niš d.o.o., a limited liability company organised in the Republic of Serbia, identification no. 21559148, with registered seat at Aleksandra Medvedeva 2a, Niš – Crveni krst, the Republic of Serbia ("STP Niš"); and (c) Business Incubator d.o.o. Kruševac, a limited liability company organised in the Republic of Serbia, identification no. 20401176, with registered seat at Jasički put 9a, Kruševac, the Republic of Serbia ("BI Kruševac").
"Project Entities Group II"	means each entity that accedes to the Project Agreement as a Project Entity Group II for the purpose of carrying out the Project and will manage the science, technology and innovation parks under Sub-Project II which Project Entity Group II shall be acceptable to the Bank.

"Responsible Ministries"	means:
	(a) the Ministry of Science, Technological Development and Innovation of the Republic of Serbia; and
	(b) the Ministry for Public Investments of the Republic of Serbia.
"Sub-Project I"	means the part of the Project the scope of which is described in Schedule 1 and is so designated therein as "Sub-Project I".
"Sub-Project II"	means the part of the Project the scope of which is described in Schedule 1 and is so designated therein as "Sub-Project II".
"Terms of Reference"	means the terms of reference in respect of supporting the science, technology and innovation parks and strengthening the innovation eco-system dated 21 April 2023 and agreed by the Borrower and the Bank for the purposes of the Project.
"Tranche"	means either of Tranche 1 or Tranche 2.
"Tranche 1"	means the maximum principal amount of the loan provided for in Section 2.01(b)(1) or, as the context may require, the principal amount thereof from time to time outstanding.
"Tranche 2"	means the maximum principal amount of the loan provided for in Section 2.01(b)(2) or, as the context may require, the principal amount thereof from time to time outstanding.

Section 1.03. Interpretation

- (a) In this Agreement, a reference to a specified Article, Section or Schedule shall, except where stated otherwise in this Agreement, be construed as a reference to that specified Article or Section of, or Schedule to, this Agreement.
- (b) For the purposes of Section 3.01 (other than Sections 3.01(a) and 3.01(b)) to Section 3.06, the Borrower will act through the Responsible Ministries.
- (c) For the purposes of Section 4.01, the Borrower will act through the Ministry of Finance of the Republic of Serbia and the Responsible Ministries, as applicable.

ARTICLE II - PRINCIPAL TERMS OF THE LOAN

Section 2.01. Amount and Currency

- (a) The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of EUR 80,000,000 (eighty million Euros).
- (b) The Loan shall consist of two Tranches, as follows:
 - (1) Tranche 1 in the amount of EUR 70,000,000 (seventy million Euros); and
 - (2) Tranche 2 in the amount of EUR 10,000,000 (ten million Euros).

Section 2.02. Other Financial Terms of the Loan

- (a) The Minimum Drawdown Amount shall be EUR 100,000 (one hundred thousand Euros).
- (b) The Minimum Prepayment Amount shall be EUR 2,000,000 (two million Euros).
- (c) The Minimum Cancellation Amount shall be EUR 2,000,000 (two million Euros).
- (d) The Interest Payment Dates shall be 20 June and 20 December of each year.
- (e)
 - (1) The Borrower shall repay Tranche 1 in fifteen equal (or as nearly equal as possible) semi-annual instalments on 20 June and 20 December of each year, with the first Loan Repayment Date being 20 December 2025 and the last Loan Repayment Date being 20 December 2032.
 - (2) The Borrower shall repay Tranche 2 in thirteen equal (or as nearly equal as possible) semi-annual instalments on 20 June and 20 December of each year, with the first Loan Repayment Date being 20 December 2026 and the last Loan Repayment Date being 20 December 2032.
 - (3) Notwithstanding the foregoing, in the event that the Borrower does not draw down the entire amount of a Tranche prior to the first Loan Repayment Date specified for that Tranche in this Section 2.02.(e), then the amount of each drawdown made on or after the first Loan Repayment Date for that Tranche shall be allocated for repayment in equal amounts to the several Loan Repayment Dates for that Tranche which fall after the date of such drawdown (with the Bank adjusting the amounts so allocated as necessary so as to achieve whole numbers in each case). The Bank shall, from time to time, notify the Borrower of such allocations.
- (f)
 - (1) The Last Availability Date for Tranche 1 shall be 20 June 2026, or such later date that the Bank may in its discretion establish and notify to the Borrower.
 - (2) The Last Availability Date for Tranche 2 shall be 20 June 2027, or such later date that the Bank may in its discretion establish and notify to the Borrower.
- (g) The rate of the Commitment Charge shall be 0.5% per annum.

(h) The Loan is subject to a Variable Interest Rate. Notwithstanding the foregoing, the Borrower may, as an alternative to paying interest at a Variable Interest Rate on all or any portion of the Loan then outstanding, elect to pay interest at a Fixed Interest Rate on such portion of the Loan in accordance with Section 3.04(c) of the Standard Terms and Conditions.

Section 2.03. Drawdowns

(a) The Available Amount may be drawn down from time to time in accordance with the provisions of Schedule 2 to finance expenditures made (or, if the Bank so agrees, to be made) in respect of the reasonable cost of goods, works and services required for the Project.

(b) Notwithstanding Section 3.05(c) of the Standard Terms and Conditions, the Borrower has opted not to have the Front-end Commission paid out of the Available Amount and shall instead pay the Front-end Commission out of its own resources. The payment of the Front-end Commission by the Borrower shall be made pursuant to Section 3.05(d) of the Standard Terms and Conditions.

ARTICLE III - EXECUTION OF THE PROJECT

Section 3.01. Other Affirmative Project Covenants

In addition to the general undertakings set forth in Article IV of the Standard Terms and Conditions, the Borrower shall, unless the Bank otherwise agrees:

(a) Take all action necessary to provide adequate funds for the completion of the Project;

(b) Exempt from VAT and customs duties all goods, works and services (including consultancy services), procured for the Project and financed from the proceeds of the Loan, or provide for their reimbursement;

(c) Cause all goods, works and services financed out of the proceeds of the Loan be used exclusively for the purposes of (i) with respect to Tranche 1, Sub-Project I; and (ii) with respect to Tranche 2, Sub-Project II, in each case, in accordance with the Procurement Plan;

(d) To the extent that is adequate, delegate to the Project Entities the day-to-day management of the relevant Part of the Project, including, but not limited to, the financial and operational management;

(e) Implement, and procure that each Project Entity shall implement, the technical cooperation project in accordance with the Terms of Reference;

(f) Procure that the management of the Project facilities that are financed out of the proceeds of the Loan shall be transferred to the relevant Project Entity promptly after the technical completion of the Project and remain under management of such Project Entity;

- (g) Procure that at least 90% of the general leasable area of each of the Project facilities that are financed out of the proceeds of the Loan and managed by each Project Entity shall be rented out to, or secured for use by, private sector entities;
- (h) Procure that each Project Entity shall manage and operate the Project in accordance with the Project monitoring benchmarks set out in the Terms of Reference;
- (i) Cause each Project Entity to perform all of its obligations under the Project Agreement, including without limitation its obligations relating to:
- (1) implementation of the technical cooperation project as provided for in Section 2.01(a) of the Project Agreement;
 - (2) management and operation of the Project facilities as provided for in Section 2.01(a) of the Project Agreement;
 - (3) environmental and social matters as provided for in Section 2.02 of the Project Agreement;
 - (4) maintenance of procedures, records and accounts, preparation and submission to the Bank of financial statements and furnishing to the Bank any other relevant information relating to the Project or each Project Entity's operations as provided for in Section 3.01 of the Project Agreement; and
 - (5) compliance with all covenants regarding financial and operational aspects of the Project and each Project Entity as provided for in Sections 3.02 to 3.04 of the Project Agreement.

Section 3.02. Project Implementation Unit

In order to coordinate, manage, monitor and evaluate all aspects of Project implementation, including the procurement of goods, works and services as well as consultancy services for the Project, the Borrower shall, unless otherwise agreed with the Bank, establish and at all times during execution of the Project operate a project implementation unit with adequate resources and suitably qualified personnel, under terms of reference acceptable to the Bank.

Section 3.03. Procurement

For purposes of Section 4.03 of the Standard Terms and Conditions, the following provisions shall, except as the Bank otherwise agrees, govern procurement of goods, works and services as well as consultancy services required for the Project and to be financed out of the proceeds of the Loan:

- (a) Goods, works and services as well as consultancy services shall be procured through open competitive procedures, except as follows:
- (1) contracts for consultancy services of an advance procurement support consultant, in an aggregate amount not exceeding the equivalent of EUR 70,000, may be procured through direct contracting.

(b) For purposes of Section 3.03(a), the procedures for open competitive procedures, direct contracting, procurement of commodities, procurement under national laws and procurement by utilities are set out in Section III, Article 3 of the EBRD Procurement Rules.

(c) All contracts shall be subject to the review procedures set out in the EBRD Procurement Rules and shall be subject to prior review by the Bank.

Section 3.04. Environmental and Social Compliance Covenants

Without limiting the generality of Sections 4.02(a), 4.04(a)(iii), and 5.02(c)(iii) of the Standard Terms and Conditions, and unless the Bank otherwise agrees:

(a) The Borrower shall, and shall cause any contractor to, carry out the Project in accordance with the Designated Performance Requirements.

(b) Without limiting the foregoing, the Borrower shall diligently implement and adhere to the Environmental and Social Action Plan and monitor the implementation of such plan in accordance with the monitoring provisions contained in such plan.

(c) The Borrower and the Bank may from time to time agree to amend the Environmental and Social Action Plan in response to changes in the circumstances of the Project, the Borrower or the Project Entities, unforeseen events and the results of monitoring. Without limiting the generality of the foregoing,

(1) if there is any adverse environmental or social impact or issue that was not foreseen by or contemplated in the Environmental and Social Action Plan either entirely or as to its severity,

(2) if any impact mitigation measure set out in the Environmental and Social Action Plan is not sufficient to eliminate or reduce any environmental or social impact to the level contemplated by the relevant Designated Performance Requirements within the time frame set out in the Environmental and Social Action Plan, or

(3) if any material non-compliance with the Environmental and Social Action Plan or with any Environmental and Social Law has been identified by the Borrower, the Bank or an inspection from any regulatory or enforcement authority,

the Borrower shall, as soon as reasonably practicable and subject to the consent of the Bank, develop and incorporate into the Environmental and Social Action Plan such additional or revised mitigation measures as may be necessary to achieve compliance with the Designated Performance Requirements, the Environmental and Social Action Plan or Environmental and Social Laws, in each case in a manner satisfactory to the Bank.

Section 3.05. Consultants

(a) In order to assist in the implementation of the Project, the Borrower shall, unless otherwise agreed with the Bank, employ or cause to be employed, as required, and use consultants whose qualifications, experience and terms of reference are satisfactory to the Bank, including:

- (1) consultants to assist with the supervision of construction works for the Project;
- (2) advance procurement support consultants; and
- (3) consultants to assist the PIU.

(b) The Borrower shall provide, without charge, to any consultants engaged to assist in matters relating to the Project or the operations of the Borrower all facilities and support necessary for the carrying out of their functions, including office space, photocopying equipment and supplies, secretarial services and transportation, as well as all documents, materials and other information that may be relevant to their work.

Section 3.06. Reporting Frequency and Submission Requirements

(a) Commencing from the Effective Date, until the full amount of the Loan has been repaid or cancelled, the Borrower shall submit to the Bank annual reports, in form and substance satisfactory to EBRD, on Environmental and Social Matters arising in relation to the Borrower, the Project Entities or the Project, as referred to in Section 5.02(c)(iii) of the Standard Terms and Conditions, within 60 days after the end of the year being reported on. Such reports shall include information on the following specific matters:

- (1) information on compliance by the Borrower and the Project Entities with the Designated Performance Requirements as described in Section 3.04(a), Section 2.02 of the Project Agreement and the implementation of the Environmental and Social Action Plan;
- (2) information on how the Borrower has monitored the compliance with the Designated Performance Requirements and the Environmental and Social Action Plan by any contractor engaged for the Project and a summary of any material non-compliance by such contractor with the Designated Performance Requirements and the Environmental and Social Action Plan and of any measures taken to remedy such non-compliance;
- (3) information on implementation of the stakeholder engagement plan and grievance mechanism required by Designated Performance Requirement 10, including a summary of any grievances received and how such grievances were resolved;
- (4) information on compliance by the Borrower and each Project Entity with Environmental and Social Laws in relation to the Project, including a description of any claim, proceeding, order or investigation commenced or threatened against the Borrower or any Project Entity, the status of any Authorisation required for the Project, the results of any inspection carried out by any regulatory authority, any violation of applicable laws, regulations or standards and any remedial action or fine relating to such violation, a summary of any material notice, report and other communication on Environmental and Social Matters relating to the Project submitted by the Borrower or any Project Entity to any regulatory authority and any other circumstances giving rise to liability of the Borrower or any Project Entity for any Environmental and Social Matter;

(5) information on occupational health and safety management and the occupational health and safety record of the Project including the rates of accidents, lost time incidents and near-misses, any preventive or mitigative measures taken or planned by the Borrower and each Project Entity, any staff training on occupational health and safety and any other initiatives in relation to occupational health and safety management which have been implemented or planned by the Borrower and each Project Entity;

(6) a summary of any change in Environmental and Social Laws which may have a material effect on the Project; and

(7) copies of any information on Environmental and Social Matters periodically submitted by the Borrower and each Project Entity to its shareholders (if applicable) or the general public;

(b) Commencing from the Effective Date, the Borrower shall submit the periodic Project reports referred to in Section 4.04(a)(v) of the Standard Terms and Conditions quarterly, within 60 days after the end of the period being reported on, until the Project has been completed. Such reports shall include the following specific features:

(1) The following general information:

(A) the physical progress accomplished in the implementation of the Project to the date of report and during the reporting period;

(B) actual or expected difficulties or delays in the implementation of the Project and their effect on the implementation schedule, and the actual steps taken or planned to overcome the difficulties and avoid delays;

(C) expected changes in the completion date of the Project;

(D) key personnel changes in the staff of the PIU, the consultants or the contractors;

(E) matters that may affect the cost of the Project; and

(F) any development or activity likely to affect the economic viability of any Part of the Project.

(2) A bar-type progress chart, based on the Project implementation schedule as set out in the Procurement Plan, showing the progress in each Part of the Project and including a planned and actual expenditure graph.

(3) Financial project reports showing details of the expenditures incurred under each Part of the Project and the Drawdowns, together with a statement showing:

(A) original cost estimates;

(B) revised cost estimates, if any, with reasons for changes;

(C) original estimated expenditures and actual expenditures to date;

(D) reasons for variations of actual expenditures to date from original estimated expenditures to date; and

(E) estimated expenditures for the remaining quarters of the year.

(4) A brief statement of the status of compliance with each of the covenants contained in this Agreement.

(c) Immediately upon the occurrence of any incident or accident relating to the Borrower, any Project Entity or the Project which has or is likely to have a significant adverse effect on the environment, workers, or on public or occupational health or safety, the Borrower shall inform the Bank and promptly thereafter give the Bank notice thereof specifying the nature of such incident or accident and any steps the Borrower is taking to remedy the same. Where an incident involves sensitive information in relation to a person or any risk of retaliation, the initial notice to the Bank shall not include any details of the identity of the persons involved. Without limiting the generality of the foregoing,

(1) an incident or accident relates to the Project if it occurs on any site used for the Project or, if it is caused by Project workers and/or facilities, equipment, vehicles or vessels used for or relating to the Project (whether or not being used on any site of the Project and whether or not being used by authorised or unauthorised persons);

(2) an incident or accident is considered to have a significant adverse effect on the environment or on public or occupational health or safety if:

(A) any applicable law requires notification of such incident or accident to any governmental authority,

(B) such incident or accident involves fatality of any person (whether or not such person is employed by the Borrower or any Project Entity),

(C) more than one person (whether or not such persons are employed by the Borrower or any Project Entity) has received serious injury requiring hospitalisation,

(D) such incident involves violence and harassment, bullying, intimidation, and/or exploitation, including any form of gender-based violence;

(E) such incident involves forced and child labour relating to the Project; or

(F) such incident or accident has become, or is likely to become, public knowledge whether through media coverage or otherwise.

(d) The Borrower shall promptly notify the Bank of any significant protest or petition by workers or members of the public directed at or relating to the Borrower, any Project Entity or the Project which might have a material adverse effect on the Borrower, the relevant Project Entity or the Project or which has become, or is likely to become, public knowledge through media coverage or otherwise. Within ten days following any such notification, the Borrower shall submit a report satisfactory to the Bank specifying the outcome of the Borrower's investigation into such protest, and

any steps taken, or proposed to be taken, by the Borrower to resolve the issues raised in the protest or petition.

ARTICLE IV - FINANCIAL COVENANTS

Section 4.01. Financial Records and Reports

(a) The Borrower shall, in respect of the departments or agencies of the Borrower responsible for carrying out the Project or any part thereof, maintain procedures, records and accounts adequate to reflect, in accordance with accounting standards generally accepted and consistently applied in the Republic of Serbia, the operations, resources and expenditures relating to the Project and to monitor and record the progress of the Project (including its costs and the benefits to be derived from it).

(b) The Borrower shall furnish to the Bank:

(1) as soon as available, but in any case not later than six months after the end of each Fiscal Year, the report of such scope and in such detail as the Bank may reasonably request; and

(2) such other information concerning such records and accounts as the Bank may from time to time reasonably request.

ARTICLE V - SUSPENSION; ACCELERATION; CANCELLATION

Section 5.01. Suspension

The following are specified for purposes of Section 7.01(a)(xvii) of the Standard Terms and Conditions:

(a) the legislative and regulatory framework applicable to the science, technology and innovation sector in the territory of the Borrower shall have been amended, suspended, abrogated, repealed or waived in a manner that, in the Bank's reasonable opinion, would have a material adverse effect on the Project or the ability of any of the Borrower or the Project Entities to perform their obligations under this Agreement or the Project Agreement other than as approved by the Bank in writing; or

(b) Control of any Project Entity shall have been transferred to a party other than the Borrower unless the Bank has given its prior written approval to such transfer.

ARTICLE VI - EFFECTIVENESS

Section 6.01. Conditions Precedent to Effectiveness

The following are specified for purposes of Section 9.02(c) of the Standard Terms and Conditions as additional conditions to the effectiveness of this Agreement:

- (a) The Loan Agreement shall have been ratified by the Parliament of the Republic of Serbia;
- (b) The Project Agreement shall have been executed and delivered to the Bank, and all conditions to the effectiveness of the Project Agreement shall have been satisfied, in each case, in form and substance satisfactory to the Bank; and
- (c) The PIU with adequate resources and suitably qualified personnel, acceptable to the Bank, shall have been established by the Borrower, acting through the Responsible Ministries, and is operational.

Section 6.02. Legal Opinion

- (a) For purposes of Section 9.03(a) of the Standard Terms and Conditions, the opinion or opinions of counsel shall be given on behalf of the Borrower by the Minister of Justice.
- (b) For purposes of Section 9.03(c) of the Standard Terms and Conditions, the opinion or opinions of counsel shall be given on behalf of each Project Entity Group I by the head of the legal department of that Project Entity Group I.

Section 6.03. Termination for Failure to Become Effective

The date 180 days after the date of this Agreement is specified for purposes of Section 9.04 of the Standard Terms and Conditions.

ARTICLE VII - MISCELLANEOUS

Section 7.01. Notices

- (a) The following addresses are specified for purposes of Section 10.01 of the Standard Terms and Conditions, except that any notice shall be deemed to be delivered if by hand, mail, or in pdf or similar format by electronic mail:

For the Borrower:

Ministry of Finance of the Republic of Serbia
Kneza Milosa 20
11000 Belgrade
Serbia

Attention: Minister of Finance

Email: kabinet@mfin.gov.rs

For EBRD:

European Bank for Reconstruction and Development
5 Bank Street
London E14 4BG
United Kingdom

Attention: Operation Administration Department / Operation No. 54083

Telephone: +44 20 7338 6000

Email: oad@ebrd.com

(b) The Bank may invite the Borrower to register to use ClientNet or another form of electronic communication and, if the Borrower and the Bank agree to use ClientNet or such other form of electronic communication, any notice, application or other communication from the Borrower to the Bank or from the Bank to the Borrower (other than any notice, application or other communication that is required by this Agreement to be in an original, certified or hard copy), may, subject to the terms and conditions of ClientNet or such other form of electronic communication, be given or made by posting such notice, application or other communication on ClientNet or sent in accordance with the terms agreed concerning such other form of electronic communication.

(c) Any notice, application or other communication delivered by hand, airmail or facsimile transmission or via ClientNet or another agreed form of electronic communication will only be effective when actually received (or made available) in readable form, provided that any notice, application or other communication that is received (or made available) after 5:00 p.m. in the place in which the party to whom the relevant notice, application or communication is sent has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.

(d) The following are the names, titles and email addresses of the persons designated as the initial contacts of the Borrower for purposes of any invitation the Bank may send to the Borrower regarding ClientNet:

Name	Title	E-mail address	Language - English, Russian, French
Public Debt Administration (<i>Kabinet Uprave za javni dug</i>)		kabinet@javnidug.gov.rs	English

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorised representatives, have caused this Agreement to be signed in five copies in the English language as of the day and year first above written.

THE REPUBLIC OF SERBIA

By: _____
Name: Siniša Mali
Title: Minister of Finance

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

By: _____
Name: Matteo Colangeli
Title: Director

SCHEDULE 1 - DESCRIPTION OF THE PROJECT

1. The purpose of the Project is to assist the Borrower in the construction and expansion of modern science, technology and innovation parks that will be managed by the Project Entities (the "STPs").

2. The Project consists of Sub-Project I and Sub-Project II as follows:

Sub-Project I: (i) expansion and development of new business facilities for science, technology and innovation parks located at the Sub-Project I Sites that will be managed by the Project Entities Group I; and (ii) relevant procurement and implementation support and works supervision.

Sub-Project II: (i) expansion and development of new business facilities for science, technology and innovation parks located at the Sub-Project II Sites that will be managed by the Project Entities Group II; and (ii) relevant procurement and implementation support and works supervision.

For the purposes of this Agreement:

"Sub-Project I Sites" means:

- (a) (i) land parcel no. 4606/17 located at Kulinovačko polje in Čačak; and (ii) land parcel no. 784/1 located at Dragiše Mišovića 169 (Kulinovačko polje in Čačak), in each case, managed and used by STP Čačak;
- (b) (i) land parcel nos. 1929/3 (partially), 1929/6, 1929/7 and 1929/8 located at Aleksandra Medvedeva 2; and (ii) land parcel no. 1929/6 located at Aleksandra Medvedeva 2, in each case, managed and used by STP Niš; and
- (c) (i) land parcel no. 2884 located at Kavgala, Kruševac; (ii) land parcel no. 1335/4 located at Šandora Petefija, Kruševac; and (iii) land parcel no. 2378/7 located at 14. Oktobra Kruševac, in each case, managed and used by BI Kruševac.

"Sub-Project II Sites" means the land plots that will be managed and used by the Project Entities Group II for the purposes of Sub-Project II with the details of such land plots to be notified to and agreed by the Bank.

3. The Project consists of the following Parts, subject to such modifications thereof as the Bank and the Borrower may agree upon from time to time:

Part A: Capital expenditures for the purposes of the Project (including (i) construction works for the expansion of the STPs; (ii) purchase of furniture

for the STPs; and (iii) purchase of scientific equipment and other goods for the operation of the STPs).

Part B: Consultancy services for the purposes of the Project (including (i) supervision of construction works for the expansion of the STPs; (ii) engagement of an advance procurement support consultant; and (iii) engagement of PIU support consultant).

4. Sub-Project I

(a) Ownership of the Project Entities Group I

STP Niš is owned by the City of Niš (40%), the Republic of Serbia (40%) and University of Niš (20%).

STP Čačak is owned by the City of Čačak (40%), the Republic of Serbia (40%), University of Kragujevac (8%), Fruit Research Institute (4%) and two Business Associations (8%).

BI Kruševac is owned by the City of Kruševac (100%).

(b) Approximate usage area for Sub-Project I

New buildings	STP Niš	STP Kruševac	STP Čačak
Total GBA m2	17,105	10,908	12,759
Total GLA m2 (leasable area)	12,691	8,912	10,237
Expected GLA m2 used by laboratories	926	220	686
Expected GLA m2 leased out for office and manufacturing	7,714	1,418	6,798
Expected GLA m2 production facilities	0	5,004	1,546
Expected common area GLA m2	4,051	2,270	1,207

Sub-Project II

The details of the Project Entities Group II, the Sub-Project II Sites and usage area for Sub-Project II shall be provided by the Borrower to the Bank before the first Drawdown under Tranche 2.

5. Key elements of the Project performance

New buildings for the Project shall achieve an internationally recognised voluntary green building certification or an improved EPC rating. Refurbished buildings shall achieve at least 30% improvement in energy efficiency in the case of refurbishments as will be documented in the EPC contract. The Project shall achieve:

- reduction in CO₂e emissions by at least 19.7n per year; and
- reduction in primary energy consumption by at least 174 GJ per year.

6. Provisional timeline of the Project

Sub-Project I shall be completed no later than 31 December 2025 in accordance with the milestones and timeline set forth below subject to a total cumulative delay of 6 months. The Project implementation will be monitored through the project

implementation reports prepared by the PIU and annual visits to the Sub-Project I Sites by the Bank until the completion date.

	Milestones	Timeline
1.	Activities prior to start of actual construction of the facilities that need to be completed before contract award (including, among other things, hiring PIU Support Consultant and Construction Supervision Consultant, tendering process and project preparation activities)	No later than 31 December 2023
2.	Start of the actual construction and construction completion	No later than 31 December 2025
3.	Project completion (including purchase of furniture and equipment)	No later than 28 February 2026

The timeline of Sub-Project II shall be agreed by the Borrower and the Bank as a condition to the first Drawdown under Tranche 2.

SCHEDULE 2 - CATEGORIES AND DRAWDOWNS

1. The table attached to this Schedule sets forth the Categories, the amount of the Loan allocated to each Category and the percentage of expenditures to be financed in each Category. As of the date of the Loan Agreement, the table attached to this Schedule provides for the relevant details in respect of Sub-Project I.
2. Notwithstanding the provisions of paragraph 1 above, no Drawdown shall be made in respect of expenditures incurred prior to the date of the Loan Agreement.
3. The Borrower may not deliver a drawdown application following fifty (50) Drawdowns.
4. The Borrower may not deliver a drawdown application in respect of the first Drawdown under Tranche 1 unless the following conditions precedent have been fulfilled, in form and substance satisfactory to the Bank, or at the sole discretion of the Bank waived, whether in whole or part and whether subject to conditions or unconditional:
 - (a) the Borrower, acting through the Responsible Ministries, shall have appointed the advance procurement support consultants for the purposes of the implementation of the Project in accordance with Section 3.05(a).
5. The Borrower may not deliver a drawdown application in respect of the first Drawdown under Tranche 2 unless the following conditions precedent have been fulfilled, in form and substance satisfactory to the Bank, or at the sole discretion of the Bank waived, whether in whole or part and whether subject to conditions or unconditional:
 - (a) technical, environmental and social due diligence on Sub-Project II and Project Entities Group II shall have been completed in a manner satisfactory to the Bank and each of the Environmental and Social Action Plan and the Procurement Plan shall have been amended with the prior written consent of the Bank to reflect any changes in relation to Sub-Project II;
 - (b) the Bank shall have received executed originals of an amendment agreement to the Loan Agreement in relation to Sub-Project II, in form and substance satisfactory to the Bank, setting forth, among other things, amendments to Schedule 1 and the Attachment to this Schedule which amendment agreement shall be acknowledged and agreed by the Project Entities;
 - (c) the Bank shall have received executed originals of an accession letter to the Project Agreement from the Borrower and Project Entities Group II, in form and substance satisfactory to the Bank;
 - (s) the Bank shall have received legal opinion(s) of the head of the legal department of each Project Entity Group II (in form and substance satisfactory to the Bank) confirming, among other things, that the Project Agreement has been duly authorised by the relevant Project Entity Group II and constitutes valid and legally binding obligations of the relevant Project Entity Group II; and
 - (d) the Bank shall have received such other documents and legal opinions as the Bank may reasonably request.

Attachment to Schedule 2

Category	Amount Allocated in the Loan Currency	Percentage of Expenditures to be Financed
Sub-Project I		
(1) Goods for the STPs (including furniture, scientific equipment and other goods for the operation of the STPs)	7,950,000	100% of contract value excluding VAT and custom duties
(2) Works for the STPs	53,500,000	100% of contract value excluding VAT and custom duties
(3) Consulting services	2,400,000	100% of contract value excluding VAT and custom duties
(4) Contingencies	6,150,000	
Total amount of Tranche 1	70,000,000	
Sub-Project II		
To be set forth in an amendment agreement to the Loan Agreement in relation to Sub-Project II that shall be provided as a condition precedent to the first Drawdown under Tranche 2 in accordance with paragraph 5(b) of Schedule 2.		
Total amount of Tranche 2	10,000,000	
Total amount of the Loan	80,000,000	

(Operativni broj: 54083)

UGOVOR O ZAJMU

(Projekat Nauka)

između

REPUBLIKE SRBIJE

i

**EVROPSKE BANKE
ZA OBNOVU I RAZVOJ**

Datum 16. jun 2023. godine

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UGOVOR O ZAJMU

UGOVOR od 16. juna 2023. godine, između **REPUBLIKE SRBIJE** („Zajmoprimac“) i **EVROPSKE BANKE ZA OBNOVU I RAZVOJ** („Banka“).

PREAMBULA

S OBZIROM DA je Banka osnovana da bi obezbeđivala finansiranje specifičnih projekata koji treba da podstaknu prelaz ka otvorenoj tržišno orijentisanoj privredi i da promoviše privatnu i preduzetničku inicijativu u određenim zemljama koje su se obavezale i koje primenjuju principe višepartijske demokratije, pluralizma i tržišne ekonomije;

S OBZIROM DA Zajmoprimac namerava da realizuje Projekat kako je opisano u Prilogu 1, koji je koncipiran tako da pomogne Zajmoprimcu u izgradnji i proširenju savremenih naučnih, tehnoloških i inovacionih parkova u Republici Srbiji;

S OBZIROM DA će Projekat sprovesti Zajmoprimac, delujući preko nadležnih ministarstava i Projektnih subjekata;

S OBZIROM DA se Banka saglasila da stavi na raspolaganje sredstva za tehničku saradnju u iznosu do 325.000 evra za finansiranje konsultantskih usluga u cilju realizacije projekta tehničke saradnje u skladu Projektnim zadatkom;

S OBZIROM DA je Zajmoprimac zatražio pomoć od Banke za finansiranje dela Projekta; i

S OBZIROM DA se Banka saglasila na osnovu navedenog, između ostalog, da Zajmoprimcu odobri zajam u iznosu od 80.000.000 evra, u skladu sa uslovima koje utvrđuje ili na koje upućuje ovaj Ugovor i sporazum o projektu zaključen dana kada je zaključen ovaj ugovor između Zajmoprimca, Projektnih subjekata i Banke („Projektni sporazum“ kako je definisano u Standardnim uslovima poslovanja).

NA OSNOVU TOGA, ugovorne strane se ovim usaglašavaju na sledeći način:

ČLAN I – STANDARDNI USLOVI POSLOVANJA; DEFINICIJE

Odeljak 1.01. Uključivanje standardnih uslova poslovanja

Sve odredbe Standardnih uslova poslovanja Banke od 5. novembra 2021. godine ovim putem su uključene u ovaj Ugovor i primenjuju se na ovaj Ugovor sa istim dejstvom kao da su ovde u potpunosti navedene (takve odredbe se u daljem tekstu nazivaju „Standardni uslovi poslovanja“).

Odeljak 1.02. Definicije

Gde god da se koriste u ovom ugovoru (uključujući Preambulu i Priloge), a osim ako nije drugačije utvrđeno ili ako kontekst drugačije ne nalaže, izrazi definisani u Preambuli imaju odgovarajuća značenja koja su im tu pripisana, izrazi definisani u Standardnim uslovima poslovanja imaju odgovarajuća značenja koja su im u njima pripisana, a sledeći izrazi imaju sledeća značenja:

„Ovlašćenje”	znači svaku saglasnost, registraciju, podnetu dokumentaciju, sporazum, notarsku overu, potvrdu, licencu, odobrenje, dozvolu, ovlašćenje ili izuzeće od, od strane ili sa bilo kojim državnim organom, bilo da je dato ili opozvano hitnim radnjama, ili se smatra datim ili opozvanim zbog nepostupanja u okviru nekog određenog vremenskog perioda i sva korporativna odobrenja ili saglasnosti, kao i poverilaca i akcionara.
„Ovlašćeni predstavnik Zajmoprimca”	znači ministar finansija Republike Srbije i drugih službenika koji su kao takvi određeni u skladu sa Odeljkom 10.2 Standardnih uslova poslovanja.
„ClientNet”	predstavlja internet portal Banke za prenos dokumenata i informacija između Banke i njenih klijenata, i bilo koja veb stranica koja može da je zameni o kojoj Banka može s vremena na vreme da obavesti Zajmoprimca.
„Određeni zahtevi za uspešno izvršenje posla”	znače Zahteve za uspešno izvršenje posla od 1 do 8 i 10 (ili, u zavisnosti od konteksta, bilo koji od takvih Zahteva za uspešno izvršenje posla) Zahteva za uspešno izvršenje posla od aprila 2019. godine, a koji se odnose na Politiku zaštite životne sredine i socijalnu politiku Banke od aprila 2019. godine.
„Politika i procedure primene”	predstavlja Politiku i procedure primene Banke od 4. oktobra 2017. godine.
„Akcioni plan za životnu sredinu i socijalna pitanja” (ili „ESAP” - Environmental and Social Action Plan)	označava plan mera za ublažavanje i poboljšanje životne sredine i društva od 9. maja 2023. godine dogovoren između Zajmoprimca i Banke, a takav plan se može s vremena na vreme menjati uz prethodnu pisanu saglasnost Banke u skladu sa Odeljkom 3.04(c).
„Zakon o zaštiti životne sredine i socijalnih pitanja”	znači svaki važeći propis u bilo kojoj relevantnoj pravnoj nadležnosti, koji se odnosi na zaštitu životne sredine, zaposlenih, zajednica ili ljudi na koje projekat utiče.
„Ekološko i socijalno pitanje”	znači svako pitanje koje je predmet bilo kog Zakona o zaštiti životne sredine i socijalnih pitanja, Određenog zahteva za uspešno izvršenje posla ili Akcionog plana za životnu sredinu i socijalna pitanja.
„Fiskalna godina”	
„Državni organ”	znači fiskalnu godinu Zajmoprimca koja počinje 1. januara svake godine.

znači vladu Zajmoprimca, ili bilo koju državnu, regionalnu ili lokalnu političku jedinicu, i bilo koju agenciju, organ, ogranak, odeljenje, regulatorno telo, sud, centralnu banku ili drugi subjekt koji sprovodi izvršna, zakonodavna, sudska, poreska, regulatorna ili administrativna ovlašćenja ili funkcije vlade ili nekog njenog ogranka, ili se odnose na njih (uključujući bilo koja nadnacionalna tela), i sve zvaničnike, zastupnike i predstavnike svega gorenavedenog.

„Valuta zajma”

znači evro.

„JIP”

znači jedinicu za implementaciju projekta navedenu u Odeljku 3.02.

„Plan nabavki”

znači plan u vezi sa nabavkom dobara, radova i usluga za potrebe Projekta od 30. maja 2023. godine dogovorenog između Zajmoprimca i Banke, a taj plan može da se menja i dopunjuje pod uslovom da nema prigovora Banke.

„Projektni subjekti”

znači Grupu I Projektnih subjekata i Grupu II Projektnih subjekata.

„Grupa I Projektnih subjekata”

znači:

- (a) Naučno tehnološki park Čačak d.o.o., društvo sa ograničenom odgovornošću osnovano u Republici Srbiji, matični br. 20793112, sa sedištem u Dr Dragiše Mišovića 169, Čačak, Republika Srbija („NTP Čačak”);
- (b) Naučno-tehnološki park Niš d.o.o., društvo sa ograničenom odgovornošću osnovano u Republici Srbiji, matični br. 21559148, sa sedištem u Aleksandra Medvedeva 2a, Niš – Crveni krst, Republika Srbija („NTP Niš”); i
- (c) Biznis Inkubator d.o.o. Kruševac, društvo sa ograničenom odgovornošću osnovano u Republici Srbiji, matični br. 20401176, sa sedištem u Jasički put 9a, Kruševac, Republika Srbija („BI Kruševac”).

„Grupa II Projektnih subjekata”

znači svaki subjekat koji pristupi Projektom sporazumu kao Grupa II Projektnih subjekata za potrebe realizacije Projekta i upravlja naučnim, tehnološkim i inovacionim parkovima u okviru Potprojekta II, a ta Grupa II Projektnih subjekata mora da bude prihvatljiva za Banku.

	znači:
„Nadležna ministarstva”	(a) Ministarstvo nauke, tehnološkog razvoja i inovacija Republike Srbije; i (b) Ministarstvo za javna ulaganja Republike Srbije.
„Potprojekat I”	znači deo Projekta čiji je predmet opisan u Prilogu 1 i u njemu je tako označen pod „Potprojekat I” znači deo Projekta čiji je predmet opisan u Prilogu 1 i u njemu je tako označen pod „Potprojekat II”
„Potprojekat II”	
„Projektni zadatak”	znači projektni zadatak u vezi sa podrškom naučnim, tehnološkim i inovacionim parkovima i jačanjem inovacionog eko-sistema od 21. aprila 2023. godine, koji su dogovorili Zajmoprimac i Banka za potrebe Projekta.
„Tranša”	znači Tranša 1 ili Tranša 2.
„Tranša 1 zajma”	znači maksimalni iznos glavnice zajma predviđen u Odeljku 2.01(b)(1) ili, u zavisnosti od konteksta, povremeno neizmireni iznos glavnice.
„Tranša 2 zajma”	znači maksimalni iznos glavnice zajma predviđen u Odeljku 2.01(b)(2) ili, u zavisnosti od konteksta, povremeno neizmireni iznos glavnice.

Odeljak 1.03. Tumačenje

(a) U ovom ugovoru, pozivanje na određeni član, odeljak ili prilog, osim ukoliko nije drugačije navedeno u ovom ugovoru, tumačiće se kao upućivanje na taj navedeni član ili odeljak ili prilog ovog ugovora.

(b) Za potrebe Odeljka 3.01 (osim Odeljaka 3.01(a) i 3.01(b)) do Odeljka 3.06, Zajmoprimac će delovati preko nadležnih ministarstava.

(c) Za potrebe Odeljka 4.01, Zajmoprimac će delovati preko Ministarstva finansija Republike Srbije i nadležnih ministarstava, prema potrebi.

ČLAN II – GLAVNI USLOVI ZAJMA

Odeljak 2.01. Iznos i valuta

(a) Banka je saglasna da odobri zajam Zajmoprimcu, pod uslovima koje ovaj ugovor definiše ili se na njih poziva, u iznosu od 80.000.000 EUR (osamdeset miliona evra).

- (b) Zajam se sastoji od dve Tranše, kako sledi:
- (1) Tranša 1 u iznosu od 70.000.000 EUR (sedamdeset miliona evra); i
 - (2) Tranša 2 u iznosu od 10.000.000 EUR (deset miliona evra).

Odeljak 2.02. Ostali finansijski uslovi Zajma

- (a) Minimalni iznos za povlačenje je 100.000 EUR (sto hiljada evra).
- (b) Minimalni iznos prevremenog plaćanja je 2.000.000 EUR (dva miliona evra).
- (c) Minimalni iznos koji se može otkazati je 2.000.000 EUR (dva miliona evra).
- (d) Datumi plaćanja kamate su 20. jun i 20. decembar svake godine.
- (e) (1) Zajmoprimac otplaćuje Tranšu 1 u petnaest jednakih (ili približno jednakih, koliko je moguće) polugodišnjih rata, 20. juna i 20. decembra svake godine, pri čemu je prvi Datum otplate zajma 20. decembar 2025. godine, a poslednji Datum otplate zajma je 20. decembar 2032. godine.
- (2) Zajmoprimac otplaćuje Tranšu 2 u trinaest jednakih (ili približno jednakih, koliko je moguće) polugodišnjih rata, 20. juna i 20. decembra svake godine, pri čemu je prvi Datum otplate zajma 20. decembar 2026. godine, a poslednji Datum otplate zajma je 20. decembar 2032. godine.
- (3) Bez obzira na prethodno navedeno, u slučaju da Zajmoprimac ne povuče ceo iznos Tranše pre prvog Datuma otplate zajma navedenog za tu Tranšu u ovom Odeljku 2.02.(e), tada se svako povlačenje izvršeno na datum ili posle prvog Datuma otplate zajma za tu Tranšu raspodeljuje za otplatu u jednakim iznosima na nekoliko Datuma otplate zajma za tu Tranšu koji padaju nakon datuma tog povlačenja (pri čemu Banka prilagođava na taj način raspodeljene iznose po potrebi, da bi se u svakom slučaju dobili celi brojevi). Banka, s vremena na vreme, obaveštava Zajmoprimca o takvim raspodelama.
- (f) (1) Krajnji datum raspoloživosti za Tranšu 1 je 20. jun 2026. godine ili kasniji datum koji Banka može po svom nahođenju da odredi i obavesti o tome Zajmoprimca.
- (2) Krajnji datum raspoloživosti za Tranšu 2 je 20. jun 2027. godine ili kasniji datum koji Banka može po svom nahođenju da odredi i obavesti o tome Zajmoprimca.
- (g) Stopa Provizije na nepovučeni deo zajma iznosi 0,5% na godišnjem nivou.
- (h) Zajam podleže Varijabilnoj kamatnoj stopi. Izuzetno od napred navedenog, Zajmoprimac može, kao alternativu plaćanja kamate po Varijabilnoj kamatnoj stopi na ceo ili na bilo koji deo Zajma koji u tom trenutku bude neotplaćen, odabrati da plati kamatu po Fiksnoj kamatnoj stopi na taj deo Zajma, u skladu sa Odeljkom 3.04(c) Standardnih uslova poslovanja.

Odeljak 2.03. Povlačenje sredstava

(a) Raspoloživi iznos zajma može se povlačiti povremeno u skladu sa odredbama iz Priloga 2 za finansiranje troškova nastalih (ili, ako se Banka saglasi, troškova koji će tek nastati), po osnovu razumnih troškova roba, radova i usluga potrebnih za Projekat.

(b) Bez obzira na Odeljak 3.05(c) Standardnih uslova poslovanja, Zajmoprimac je odlučio da ne isplaćuje Upisnu proviziju iz Raspoloživog iznosa i umesto toga Upisnu proviziju plaća iz sopstvenih sredstava. Plaćanje Upisne provizije od strane Zajmoprimca vrši se u skladu sa Odeljkom 3.05(d) Standardnih uslova poslovanja.

ČLAN III – IZVOĐENJE PROJEKTA

Odeljak 3.01. Ostale afirmativne odredbe Projekta

Pored opštih obaveza utvrđenih u članu IV Standardnih uslova poslovanja, Zajmoprimac će, osim ako se Banka drugačije ne saglasi:

(a) Preduzeti sve neophodne radnje za obezbeđivanje adekvatnih sredstava za završetak Projekta;

(b) Osloboditi plaćanja poreza (uključujući, bez ograničenja, PDV-a) i dažbina (uključujući, bez ograničenja, sve carine) svu robu, radove i usluge (uključujući konsultantske usluge), koji se nabavljaju za Projekat i finansiraju iz sredstava Zajma, ili obezbediti njihovu nadoknadu;

(c) Obezbediti da se sva roba, radovi i usluge finansirani iz sredstava Zajma koriste isključivo u svrhe (i) u vezi sa Tranšom 1, Potprojekat I; i (ii) u vezi sa Tranšom 2, Potprojekat II, u svakom slučaju, u skladu sa Planom nabavki;

(d) U meri u kojoj je to adekvatno, delegirati Projektnim subjektima svakodnevno upravljanje relevantnim Delom Projekta, uključujući, bez ograničavanja, finansijsko i operativno upravljanje;

(e) Realizovati i omogućiti da svaki Projektni subjekt realizuje projekat tehničke saradnje u skladu sa Projektnim zadatkom;

(f) Obezbediti da se upravljanje Projektnim objektima koji se finansiraju iz sredstava Zajma prenese na relevantni Projektni subjekt odmah nakon tehničkog završetka Projekta i da ostanu pod upravom tog Projektnog subjekta;

(g) Obezbediti da najmanje 90% opšte površine za zakup svakog od Projektnih objekata, koji se finansiraju iz sredstava Zajma i kojima upravlja svaki Projektni subjekt, bude izdato u zakup ili obezbeđeno za korišćenje subjektima privatnog sektora;

(h) Obezbediti da svaki Projektni subjekt upravlja i vodi Projekat u skladu sa Merilima za praćenje projekta navedenim u Projektnom zadatku;

(i) Omogućiti da svaki Projektni subjekt izvrši sve svoje obaveze prema Projektnom sporazumu, uključujući bez ograničenja svoje obaveze koje se odnose na:

- (1) realizaciju projekta tehničke saradnje, kako je predviđeno u Odeljku 2.01(a) Projektnog sporazuma;

- (2) upravljanje i rad Projektnih objekata, kako je predviđeno u Odeljku 2.01(a) Projektnog sporazuma;
- (3) ekološka i socijalna pitanja, kako je predviđeno u Odeljku 2.02 Projektnog sporazuma;
- (4) održavanje procedura, evidencija i računa, pripremu i dostavljanje Banci finansijskih izveštaja i dostavljanje Banci svih drugih relevantnih informacija u vezi sa Projektom ili delovanjem svakog Projektnog subjekta, kako je predviđeno u Odeljku 3.01 Projektnog sporazuma; i
- (5) usklađenost sa svim odredbama u vezi sa finansijskim i operativnim aspektima Projekta i svakog Projektnog subjekta, kako je predviđeno u Odeljcima 3.02 do 3.04 Projektnog sporazuma.

Odeljak 3.02. Jedinica za implementaciju projekta

U cilju koordinacije, upravljanja, praćenja i evaluacije svih aspekata implementacije Projekta, uključujući nabavku robe, radova i usluga, kao i konsultantskih usluga za Projekat, Zajmoprimac će, osim ako nije drugačije dogovoreno sa Bankom, uspostaviti i sve vreme tokom izvođenja Projekta upravljati Jedinicom za implementaciju projekta sa adekvatnim resursima i odgovarajuće kvalifikovanim osobljem, prema projektnom zadatku prihvatljivom za Banku.

Odeljak 3.03. Nabavka

Za potrebe Odeljka 4.03 Standardnih uslova poslovanja, sledeće odredbe će, osim ako se Banka drugačije dogovori, regulisati nabavku robe, radova i usluga, kao i konsultantskih usluga potrebnih za Projekat, koje će se finansirati iz sredstava Zajma:

(a) Roba, radovi i usluge, kao i konsultantske usluge će se nabavljati putem otvorenih postupaka nabavke, osim u sledećim slučajevima:

(1) ugovori za konsultantske usluge konsultanta za podršku avansne nabavke, u ukupnom iznosu koji ne prelazi 70.000 EUR, mogu se nabaviti direktnim ugovaranjem.

(b) Za potrebe Odeljka 3.03(a), procedure za otvorene postupke nabavki, direktno ugovaranje, nabavke dobara, nabavke u skladu sa nacionalnim zakonima i nabavke od strane komunalnih preduzeća navedene su u Odeljku 3, član 3 Pravila o nabavkama EBRD-a.

(c) Svi ugovori podležu procedurama za proveru utvrđenim u Pravilima o nabavkama EBRD-a i podležu prethodnom pregledu od strane Banke.

Odeljak 3.04. Odredbe o usklađenosti sa zaštitom životne sredine i socijalnom politikom

Bez ograničavanja opštih odredbi Odeljaka 4.02(a), 4.04(a)(iii) i 5.02(c)(iii) Standardnih uslova poslovanja, i osim ako se Banka drugačije saglasi:

(a) Zajmoprimac izvodi, i obezbediće da svaki izvođač izvodi Projekat u skladu sa Određenim zahtevima za uspešno izvršenje posla.

(b) Bez ograničavanja prethodno navedenog, Zajmoprimac marljivo sprovodi i pridržava se Akcionog plana za životnu sredinu i socijalna pitanja i nadgleda sprovođenje takvog plana u skladu sa odredbama za nadgledanje sadržanim u tom planu.

(c) Zajmoprimac i Banka mogu povremeno da se saglase da izmene i dopune Akcioni plan za životnu sredinu i socijalna pitanja, kao odgovor na promenjene okolnosti u vezi sa Projektom, Zajmoprimcem ili Projektnim subjektima, nepredviđene događaje i rezultate praćenja. Bez ograničavanja opštosti prethodno navedenog,

(1) ako postoji bilo kakav štetan uticaj na životnu sredinu ili društvo, ili pitanje koje nije bilo predviđeno ili razmatrano u Akcionom planu za životnu sredinu i socijalna pitanja, bilo u potpunosti ili u pogledu njegovog značaja,

(2) ako bilo koja mera za ublažavanje uticaja navedena u Akcionom planu za životnu sredinu i socijalna pitanja nije dovoljna da eliminiše ili smanji bilo kakav uticaj na životnu sredinu ili društvo na nivo predviđen relevantnim Određenim zahtevima za uspešno izvršenje posla, u roku koji je utvrđen Akcionim planom za životnu sredinu i socijalna pitanja, ili

(3) ako Zajmoprimac, Banka ili inspekcija nekog regulatornog ili izvršnog organa utvrdi bilo kakvu materijalnu neusaglašenost sa Akcionim planom za životnu sredinu i socijalna pitanja ili bilo kojim Zakonom o zaštiti životne sredine i socijalnim pitanjima,

Zajmoprimac će, čim je to razumno izvodljivo i uz saglasnost Banke, razviti i uključiti u Akcioni plan za životnu sredinu i socijalna pitanja takve dodatne ili revidirane mere ublažavanja, koje mogu biti neophodne da bi se postigla usaglašenost sa Određenim zahtevima za uspešno izvršenje posla, Akcionim planom za životnu sredinu i socijalna pitanja ili Zakonima o zaštiti životne sredine i socijalnim pitanjima, u svakom slučaju na način koji je zadovoljavajući za Banku.

Odeljak 3.05. Konsultanti

(a) Da bi pomogao u realizaciji Projekta, osim ako nije drugačije dogovoreno sa Bankom, Zajmoprimac će zaposliti ili angažovati prema potrebi, i saradivati sa konsultantima čije su kvalifikacije, iskustvo i projektni zadatak prihvatljivi za Banku, uključujući:

(1) konsultante za pomoć u nadzoru građevinskih radova za Projekat;

(2) konsultante za podršku avansne nabavke; i

(3) konsultante za pomoć JIP.

(b) Zajmoprimac će obezbediti, bez naknade, svim konsultantima angažovanim da pomognu u pitanjima koja se odnose na Projekat ili poslovanje Zajmoprimca sve objekte i podršku neophodne za obavljanje njihovih funkcija, uključujući kancelarijski prostor, opremu za fotokopiranje i materijal, sekretarske usluge i prevoz, kao i svu dokumentaciju, materijale i druge informacije koje mogu biti relevantne za njihov rad.

Odeljak 3.06. Učestalost izveštavanja i zahtevi za podnošenje Izveštaja

(a) Počevši od Datuma stupanja na snagu, do otplate ili otkazivanja punog iznosa Zajma, Zajmoprimac će Banci podnositi godišnje izveštaje po obliku i sadržaju zadovoljavajućim za EBRD, o Ekološkim i socijalnim pitanja koji nastaju u vezi sa Zajmoprimcem, Projektnim subjektima ili Projektom, kao što je navedeno u Odeljku 5.02(c)(iii) Standardnih uslova poslovanja, u roku od 60 dana po završetku godine o kojoj se izveštava. Takvi izveštaji uključuju informacije o sledećim specifičnim pitanjima:

(1) informacije o usklađenosti Zajmoprimca i Projektnih subjekata sa Određenim zahtevima za uspešno izvršenje posla, kako je opisano u Odeljku 3.04(a), Odeljku 2.02 Projektnog sporazuma, i implementacijom Akcionog plana za životnu sredinu i socijalna pitanja;

(2) informacije o tome kako je Zajmoprimac pratio usklađenost sa Određenim zahtevima za uspešno izvršenje posla i Akcionim planom za životnu sredinu i socijalna pitanja od strane bilo kog izvođača angažovanog na Projektu i sažetak bilo kog materijalno značajnog odstupanja tog izvođača od Određenih zahteva za uspešno izvršenje posla i Akcionog plana za životnu sredinu i socijalna pitanja, i svih mera preduzetih za otklanjanje takve neusklađenosti;

(3) informacije o sprovođenju plana angažovanja zainteresovanih strana i žalbenog mehanizma koji se zahtevaju prema Određenom zahtevu za uspešno izvršenje posla 10, uključujući rezime svih primljenih žalbi i način na koji su te žalbe rešene;

(4) informacije o usklađenosti Zajmoprimca i svakog Projektnog subjekta sa Zakonima o zaštiti životne sredine i socijalnim pitanjima u vezi sa Projektom, uključujući opis bilo kog zahteva, postupka, naloga ili istrage koja je pokrenuta ili preti Zajmoprimcu ili bilo kom Projektnom subjektu, status bilo kog Ovlašćenja potrebnog za Projekat, rezultate bilo koje inspekcije koju je izvršilo neko regulatorno telo, svako kršenje važećih zakona, propisa ili standarda i svaka korektivna radnja ili novčana kazna u vezi sa takvim kršenjem, sažetak bilo kog materijalnog obaveštenja, izveštaja i druge komunikacije o Ekološkim i socijalnim pitanjima u vezi sa Projektom koje je Zajmoprimac ili neki Projektni subjekt podneo nekom regulatornom organu, i sve druge okolnosti koje dovode do odgovornosti Zajmoprimca ili bilo kog Projektnog subjekta za bilo koje Ekološko i socijalno pitanje;

(5) informacije o upravljanju zaštitom zdravlja i bezbednošću na radu i o evidenciji o zdravlju i bezbednosti na radu na Projektu, uključujući stope nezgoda, potencijalnih i izbegnutih incidenata, sve preventivne ili ublažavajuće mere koje preduzima ili planira da preduzme Zajmoprimac i svaki Projektni subjekt, sve obuke osoblja o zdravlju i bezbednosti na radu i sve druge inicijative u vezi sa upravljanjem zaštitom zdravlja i bezbednošću na radu koje su Zajmoprimac i svaki Projektni subjekt sproveli ili planirali;

(6) rezime svih promena u Zakonima o zaštiti životne sredine i socijalnim pitanjima, koje mogu da imaju značajan uticaj na Projekat; i

(7) kopije svih informacija o Ekološkim i socijalnim pitanjima koje Zajmoprimac i svaki Projektni subjekt periodično dostavljaju svojim akcionarima (ako je primenljivo) ili široj javnosti;

(b) Počevši od Dana stupanja na snagu, Zajmoprimac je dužan da kvartalno podnosi periodične Izveštaje o Projektu navedene u Odeljku 4.04(a)(v) Standardnih uslova poslovanja, u roku od 60 dana nakon isteka perioda o kome se izveštava, do završetka Projekta. Takvi izveštaji uključuju:

- (1) Sledeće opšte informacije:
 - (A) fizički napredak ostvaren u implementaciji Projekta do datuma izveštaja i tokom perioda izveštavanja;
 - (B) stvarne ili očekivane poteškoće ili kašnjenja u implementaciji Projekta i njihov uticaj na dinamiku implementacije, kao i stvarne korake preduzete ili planirane za prevazilaženje poteškoća i izbegavanje kašnjenja;
 - (C) očekivane promene u datumu završetka Projekta;
 - (D) ključne kadrovske promene u osoblju JIP-a, konsultantima ili izvođačima radova;
 - (E) stvari koje mogu uticati na troškove Projekta; i
 - (F) svako događanje ili aktivnost koja bi mogla da utiče na ekonomsku održivost bilo kog dela Projekta.
- (2) Stubičasti grafikon napretka, zasnovan na dinamici implementacije Projekta kako je navedeno u Planu nabavki, koji prikazuje napredak u svakom delu Projekta i uključuje grafikon planiranih i stvarnih izdataka.
- (3) Finansijski izveštaji projekta koji prikazuju detalje o troškovima nastalim u okviru svakog Dela Projekta i Povlačenja sredstava, zajedno sa izjavom koja pokazuje:
 - (A) prvobitne procene troškova;
 - (B) revidirane procene troškova, ako ih ima, sa razlozima za promene;
 - (C) prvobitno procenjeni izdaci i stvarni izdaci do datuma izveštavanja;
 - (D) razlozi za odstupanje od stvarnih izdataka do datuma izveštavanja u odnosu na prvobitno procenjene izdatke do datuma izveštavanja; i
 - (E) procenjeni izdaci za preostale kvartale u godini.
- (4) Kratka izjava o statusu usklađenosti sa svim odredbama sadržanim u ovom Ugovoru.

(c) Odmah po nastanku bilo kog incidenta ili nezgode u vezi sa Zajmoprimcem, bilo kojim Projektnim subjektom ili Projektom koji ima ili bi mogao da ima značajan štetan uticaj na životnu sredinu, zaposlene ili na javno zdravlje ili bezbednost na radu, Zajmoprimac će izvestiti Banku i odmah nakon toga poslaće Banci obaveštenje o tome navodeći prirodu takvog incidenta ili nezgode i sve korake koje Zajmoprimac

preduzima da ih otkloni. Ako incident uključuje osetljive lične podatke ili bilo kakav rizik od odmazde, početno obaveštenje Banci neće uključivati nikakve detalje o identitetu uključenih lica. Bez ograničavanja opštosti prethodno navedenog,

(1) incident ili nezgoda se odnose na Projekat ako se dogode na bilo kojoj lokaciji koja se koristi za Projekat ili, ako su ih izazvali zaposleni na Projektu i/ili objekti, oprema, vozila ili plovila koja se koriste za ili u vezi sa Projektom (bez obzira da li su u upotrebi ili ne na bilo kojoj lokaciji Projekta i da li ga koriste ovlašćena ili neovlašćena lica);

(2) smatra se da incident ili nezgoda imaju značajan štetan uticaj na životnu sredinu ili na javno zdravlje ili bezbednost na radu ako:

(A) bilo koji važeći zakon zahteva obaveštavanje nekog državnog organa o takvom incidentu ili nezgodi,

(B) takav incident ili nezgoda prouzrokuje smrt neke osobe (bez obzira da li je ta osoba zaposlena kod Zajmoprimca ili bilo kog Projektnog subjekta),

(C) više od jedne osobe (bez obzira da li su te osobe zaposlene kod Zajmoprimca ili bilo kog Projektnog subjekta) zadobije ozbiljnu povredu koja zahteva hospitalizaciju,

(D) takav incident uključuje nasilje i uznemiravanje, maltretiranje, zastrašivanje i/ili eksploataciju, uključujući bilo koji oblik rodno zasnovanog nasilja;

(E) takav incident uključuje prisilni i dečji rad u vezi sa Projektom; ili

(F) takav incident ili nezgoda postanu, ili je verovatno da će postati poznati javnosti, bilo putem medijskog izveštavanja ili na drugi način.

(d) Zajmoprimac će odmah obavestiti Banku o svakom značajnom protestu ili peticiji zaposlenih ili predstavnika javnosti koji su upućeni ili se odnose na Zajmoprimca, bilo koji Projektni subjekt ili Projekat, a koji bi mogli da imaju značajan negativan uticaj na Zajmoprimca, relevantne Projektno subjekte ili Projekat, ili koji su postali, ili će verovatno postati javno dostupni putem medijskog izveštavanja ili na drugi način. U roku od deset dana nakon svakog takvog obaveštenja, Zajmoprimac će dostaviti izveštaj zadovoljavajući za Banku, u kojem se navodi ishod istrage Zajmoprimca o takvom protestu, kao i svi koraci koje je preduzeo ili predložio Zajmoprimac u cilju rešavanja pitanja pokrenutih u protestu ili peticiji.

ČLAN IV – FINANSIJSKE ODREDBE

Odeljak 4.01. Finansijska evidencija i izveštaji

(a) Zajmoprimac će, u pogledu odeljenja ili agencija Zajmoprimca odgovornih za sprovođenje Projekta ili bilo kog njegovog dela, sprovođiti procedure, čuvati evidenciju i račune koji pružaju adekvatan prikaz, u skladu sa opšte prihvaćenim računovodstvenim standardima koji se dosledno primenjuju u Republici Srbiji,

poslovanja, resursa i izdataka u vezi sa Projektom i praćenje i evidentiranje napretka Projekta (uključujući njegove troškove i koristi koje iz njega proizilaze);

(b) Zajmoprimac će Banci dostaviti:

(1) čim bude dostupan, ali u svakom slučaju najkasnije šest meseci nakon završetka svake Fiskalne godine, izveštaj takvog obima i sa takvim detaljima koje Banka može opravdano da zahteva; i

(2) druge informacije koje se odnose na takve evidencije i račune koje Banka može povremeno opravdano da zahteva.

ČLAN V – OBUSTAVA; UBRZANJE; OTKAZIVANJE

Odeljak 5.01. Obustava

Sledeće je navedeno za potrebe Odeljka 7.01(a)(xvii) Standardnih uslova poslovanja:

(a) Ukoliko zakonodavni i regulatorni okvir koji se primenjuje na sektor nauke, tehnologije i inovacija na teritoriji Zajmoprimca bude izmenjen, suspendovan, ukinut, poništen ili stavljen van snage na način koji bi, po razumnom mišljenju Banke, imao materijalno negativan uticaj na Projekat ili sposobnost bilo kog Zajmoprimca ili Projektnih subjekata da izvršavaju svoje obaveze prema ovom ugovoru ili Ugovoru o Projektu osim onoga što je Banka odobrila u pisanoj formi; ili

(b) Ukoliko kontrola nad bilo kojim Projektnim subjektom bude prenet na stranu koja nije Zajmoprimac, osim ako Banka prethodno ne da pismeno odobrenje za takav prenos.

ČLAN VI – STUPANJE NA SNAGU

Odeljak 6.01. Prethodni uslovi za stupanje na snagu

Sledeće je navedeno za potrebe Odeljka 9.02(c) Standardnih uslova poslovanja, kao dodatni uslovi za stupanje na snagu ovog ugovora:

(a) Ugovor o zajmu ratifikuje Narodna Skupština Republike Srbije;

(b) Projektni sporazum će biti potpisan i dostavljen Banci, i svi uslovi za stupanje na snagu Projektnog sporazuma će biti ispunjeni, u svakom slučaju, u formi i sadržaju zadovoljavajući za Banku; i

(c) Delujući preko nadležnih ministarstava, Zajmoprimac osniva JIP sa adekvatnim resursima i odgovarajuće kvalifikovanim kadrom, prihvatljivim za Banku, i operativna je.

Odeljak 6.02. Pravna mišljenja

(a) Za potrebe odeljka 9.03(a) Standardnih uslova poslovanja, mišljenje ili mišljenja pravnog savetnika će u ime Zajmoprimca dati ministar pravde.

(b) Za potrebe Odeljka 9.03(c) Standardnih uslova poslovanja, mišljenje ili mišljenja pravnog savetnika će u ime svakog Grupe I Projektnog subjekta dati šef pravnog sektora tog Grupe I Projektnog subjekta.

Odeljak 6.03. Raskid zbog nestupanja na snagu

Datum koji pada 180 dana nakon datuma ovog Ugovora određen je za potrebe Odeljka 9.04 Standardnih uslova poslovanja.

ČLAN VII – RAZNO

Odeljak 7.01. Obaveštenja

(a) Sledeće adrese su navedene za potrebe Odeljka 10.01 Standardnih uslova poslovanja, a obaveštenja će se smatrati isporučenim ako su dostavljena lično, poštom ili u pdf ili sličnom formatu elektronskom poštom:

Za Zajmoprimca:

Ministarstvo finansija Republike Srbije
Kneza Miloša 20
11000 Beograd
Srbija

Za: Ministar finansija

E-mail adresa: kabinet@mfin.gov.rs

Za EBRD:

European Bank for Reconstruction and Development
5 Bank Street
London E14 4BG
United Kingdom

Za: Sektor za administrativne poslove / Operativni broj 54083

Telefon: +44 20 7338 6000

Elektronska pošta: oad@ebrd.com

(b) Banka može da ponudi Zajmoprimcu da se registruje za korišćenje ClientNet-a ili drugog oblika elektronske komunikacije i, ako se Zajmoprimac i Banka saglase da koriste ClientNet ili neki drugi oblik elektronske komunikacije, bilo koje obaveštenje, prijava ili druga poruka od Zajmoprimca Banci ili od Banke Zajmoprimcu (osim svakog obaveštenja, prijave ili druge poruke koji moraju prema ovom Ugovoru da budu u originalu, overenoj ili štampanoj kopiji), može, u skladu sa odredbama ClientNet-a ili nekog drugog oblika elektronske komunikacije, da se dostavi ili realizuje postavljanjem takvog obaveštenja, prijave ili druge poruke na ClientNet, ili

da se pošalje u skladu sa uslovima dogovorenim u vezi sa takvim drugim oblikom elektronske komunikacije.

(c) Svako obaveštenje, prijava ili druga poruka dostavljeni lično, vazdušnom poštom ili faksom ili putem ClientNet-a ili drugog dogovorenog oblika elektronske komunikacije, biće punovažni samo kada su stvarno primljeni (ili dati na raspolaganje) u čitljivoj formi, pod uslovom da se svako obaveštenje, prijava ili druga poruka primljeni (ili dati na raspolaganje) posle 17:00 časova na mestu adrese strane kojoj je upućeno relevantno obaveštenje, prijava ili druga poruka, za potrebe ovog Ugovora smatraju punovažnim tek narednog dana.

(d) U nastavku su imena, zvanja i adrese elektronske pošte lica koja su određena kao početni kontakti Zajmoprimca za potrebe bilo kog poziva koji Banka može uputiti Zajmoprimcu u vezi sa ClientNet-om:

Ime i prezime	Zvanje	E-mail adresa	Jezik – engleski, ruski, francuski
Kabinet Uprave za javni dug		kabinet@javnidug.gov.rs	engleski

U POTVRDU NAVEDENOG, ugovorne strane, delujući preko svojih propisno ovlašćenih predstavnika, potpisuju ovaj ugovor u pet primerka na engleskom jeziku na dan i u godini koji su napred navedeni.

REPUBLIKA SRBIJA

Potpisuje: _____

Ime: Siniša Mali
Zvanje: Ministar finansija

EVROPSKA BANKA ZA OBNOVU I RAZVOJ

Potpisuje: _____

Ime: Matteo Colangeli
Zvanje: Direktor

PRILOG 1 – OPIS PROJEKTA

1. Svrha Projekta je da pomogne Zajmoprimcu u izgradnji i proširenju savremenih naučnih, tehnoloških i inovacionih parkova kojima će upravljati Projektni entiteti („HTP“).

2. Projekat se sastoji od Potprojekta I i Potprojekta II kako sledi:

Potprojekat I: (i) proširenje i razvoj novih poslovnih objekata za naučne, tehnološke i inovacione parkove koji se nalaze na Lokacijama Potprojekta I kojima će upravljati Grupa I Projektnih subjekata; i (ii) relevantne nabavke i podršku implementaciji i nadzor radova.

Potprojekat II: (i) proširenje i razvoj novih poslovnih objekata za naučne, tehnološke i inovacione parkove koji se nalaze na Lokacijama Potprojekta II kojima će upravljati Grupa II Projektnih subjekata; i (ii) relevantne nabavke i podršku implementaciji i nadzor radova.

Za potrebe ovog ugovora:

„Lokacije Potprojekta I” označavaju:

- (a) (i) parcela br. 4606/17 koji se nalazi u Kulinovačkom polju u Čačku; i (ii) zemljišne parcele br. 784/1 koja se nalazi u Dragiše Mišovića 169 (Kulinovačko polje u Čačku), u svakom slučaju, upravlja i koristi NTP Čačak;
- (b) (i) zemljišne parcele br. 1929/3 (delimično), 1929/6, 1929/7 i 1929/8 koje se nalaze u Aleksandra Medvedeva 2; i (ii) zemljišne parcele br. 1929/6 koji se nalazi u Aleksandra Medvedeva 2, u svakom slučaju, upravlja i koristi NTP Niš; i
- (c) (i) zemljišne parcele br. 2884 koji se nalazi u Kavgala, Kruševac; (ii) zemljišne parcele br. 1335/4 koji se nalazi u Šandora Petefija, Kruševac; i (iii) zemljišne parcele br. 2378/7 koji se nalazi u 14. Oktobra Kruševac, u svakom slučaju, upravlja i koristi BI Kruševac.

„Lokacije Potprojekta II” označavaju zemljišne parcele kojima će upravljati i koristiti ih Grupa II Projektnih subjekata sa detaljima o takvim zemljišnim parcelama koje će Banka obavestiti i sa kojima će se saglasiti.

3. Projekat se sastoji od sledećih Delova, podložno takvim modifikacijama o kojima se Banka i Zajmoprimac mogu s vremena na vreme dogovoriti:

Deo A: Kapitalni izdaci za potrebe Projekta (uključujući (i) građevinske radove za proširenje NTP; (ii) kupovinu nameštaja za NTP; i (iii) kupovinu naučne opreme i drugih dobara za rad NTP).

Deo B: Konsultantske usluge za potrebe Projekta (uključujući (i) nadzor građevinskih radova za proširenje NTP; (ii) angažovanje konsultanta za podršku nabavkama unapred; i (iii) angažovanje konsultanta za podršku JIP).

4. Potprojekat 1

(a) *Vlasništvo nad Grupom I Projektnih subjekata*

NTP Niš je u vlasništvu Grada Niša (40%), Republike Srbije (40%) i Univerziteta u Nišu (20%).

NTP Čačak je u vlasništvu Grada Čačka (40%), Republike Srbije (40%), Univerziteta u Kragujevcu (8%), Instituta za istraživanje voća (4%) i dva poslovna udruženja (8%).

BI Kruševac je u vlasništvu Grada Kruševca (100%).

(b) *Približna oblast korišćenja za Potprojekat I*

New buildings	STP Niš	STP Kruševac	STP Čačak
Total GBA m2	17,105	10,908	12,759
Total GLA m2 (leasable area)	12,691	8,912	10,237
Expected GLA m2 used by laboratories	926	220	686
Expected GLA m2 leased out for office and manufacturing	7,714	1,418	6,798
Expected GLA m2 production facilities	0	5,004	1,546
Expected common area GLA m2	4,051	2,270	1,207

Potprojekat 2

Zajmoprimac će Banci dostaviti detalje o Grupi II Projektnih subjekata, Lokacijama Potprojekta II i oblasti korišćenja za Potprojekat II pre prvog povlačenja u okviru Tranše 2.

5. Ključni elementi performansi Projekta

Nove zgrade za Projekat će dobiti međunarodno priznatu dobrovoljnu sertifikaciju zelene gradnje ili poboljšani EPC rejting. Obnovljene zgrade će postići najmanje 30% poboljšanja energetske efikasnosti u slučaju rekonstrukcije kao što će biti dokumentovano u EPC ugovoru. Projekat će postići:

- smanjenje emisije CO₂e za najmanje 19,7n godišnje; i
- smanjenje potrošnje primarne energije za najmanje 174 GJ godišnje.

6. Privremeni vremenski okvir Projekta

Potprojekat I će biti završen najkasnije do 31. decembra 2025. godine u skladu sa prekretnicama i vremenskim okvirom navedenim u nastavku uz uslov ukupnog kumulativnog kašnjenja od 6 meseci. Implementacija Projekta će se pratiti kroz izveštaje o implementaciji projekta koje priprema JIP i godišnje posete Lokacijama Potprojekta I od strane Banke do datuma završetka.

	Prekretnice	Vremenski okvir
1.	Aktivnosti pre početka stvarne izgradnje objekata koje treba da budu završene pre dodele ugovora (uključujući, između ostalog, angažovanje konsultanta za podršku JIP i konsultanta za nadzor izgradnje, tenderski proces i aktivnosti pripreme projekta)	Najkasnije do 31. decembra 2023. godine
2.	Početak same izgradnje i završetak izgradnje	Najkasnije do 31. decembra 2025. godine
3.	Završetak Projekta (uključujući kupovinu nameštaja i opreme)	Najkasnije do 28. februara 2026. godine

Zajmoprimac i Banka će dogovoriti vremenski okvir za Potprojekat II kao uslov za prvo Povlačenje sredstava u okviru Tranše 2.

PRILOG 2 – KATEGORIJE I POVLAČENJE SREDSTAVA

1. U tabeli koja je priložena ovom Prilogu navedene su kategorije, iznos zajma koji se dodjeljuje svakoj kategoriji i procenat rashoda koji će se financirati u svakoj kategoriji. Od datuma Ugovora o zajmu, tabela priložena ovom Prilogu daje relevantne detalje u vezi sa Potprojektom I.
2. Bez obzira na odredbe stava 1. ovog člana, povlačenje sredstava neće biti izvršeno u vezi sa rashodima koji su nastali pre datuma Ugovora o zajmu.
3. Zajmoprimac ne može dostaviti zahtev za povlačenje sredstava nakon pedeset (50) povlačenja.
4. Zajmoprimac ne može dostaviti zahtev za povlačenje sredstava u vezi sa prvim povlačenjem sredstava u okviru tranše 1 osim ako su ispunjeni sledeći prethodni uslovi, u formi i sadržaju koji su zadovoljavajući za Banku, ili po sopstvenom nahođenju Banke odustaje, bilo da je u celini ili deo i da li je podložno uslovima ili bezuslovno:
 - (a) Zajmoprimac će, delujući preko nadležnih ministarstava, imenovati konsultante za podršku u nabavci unapred za potrebe implementacije Projekta u skladu sa Odeljkom 3.05(a).
5. Zajmoprimac ne može dostaviti zahtev za povlačenje sredstava u vezi sa prvim povlačenjem sredstava u okviru Tranše 2 osim ako su ispunjeni sledeći prethodni uslovi, u formi i sadržaju koji zadovoljavaju Banku, ili po sopstvenom nahođenju Banke odustaje, bilo da je u celini ili deo i da li je podložno uslovima ili bezuslovno:
 - (a) tehnički, ekološki i društveni due diligence na Potprojektu II i Grupi II Projektnih subjekata će biti završeni na način koji je zadovoljavajući za Banku i svaki od Akcionog plana za životnu i društvenu sredinu i Plana nabavki će biti dopunjen uz prethodnu pismenu saglasnost Banke da se odraze bilo kakve promene u vezi sa Potprojektom II;
 - (b) Banka će primiti izvršene originale ugovora o izmenama i dopunama Ugovora o zajmu u vezi sa Potprojektom II, u formi i sadržaju zadovoljavajućim za Banku, koji, između ostalog, navodi izmene i dopune Priloga 1 i Dodatka uz ovaj Prilog sa kojim će Projektni subjekti priznati i saglasiti ugovor o izmenama i dopunama;
 - (c) Banka će primiti izvršene originale pisma o pristupanju Projektom sporazumu od Zajmoprimca i Grupe II Projektnih subjekata, u formi i sadržaju zadovoljavajućim za Banku;
 - (c) Banka će dobiti pravno mišljenje(a) šefa pravnog odeljenja svake Grupe II Projektnog subjekta (u formi i sadržaju zadovoljavajućim za Banku) koje potvrđuje, između ostalog, da je Projektni sporazum propisno ovlašćen od strane relevantne Grupe II Projektnog subjekta i predstavlja važeće i pravno obavezujuće obaveze relevantne Grupe II Projektnog subjekta; i
 - (d) Banka će primiti druga dokumenta i pravna mišljenja koja Banka može razumno tražiti.

Dodatak Priloga 2

Kategorija	Iznos Zajma (EUR)	% izdataka koji će biti financirani
Potprojekat I		
(1) Roba za NTP (uključujući nameštaj, naučnu opremu i drugu robu za rad NTP)	7.950.000	100% vrednosti ugovora isključujući PDV i carinske troškove
(2) Radovi za NTP	53.500.000	100% vrednosti ugovora isključujući PDV i carinske troškove
(3) Konsultantske usluge	2.400.000	100% vrednosti ugovora isključujući PDV i carinske troškove
(4) Nepredviđene situacije	6.150.000	
Ukupno Tranša 1	70.000.000	
Potprojekat II		
Navodi se u ugovoru o izmenama i dopunama Ugovora o zajmu u vezi sa Potprojektom II koji će biti obezbeđen kao prethodni uslov za prvo Povlačenje sredstava u okviru Tranše 2 u skladu sa stavom 5(b) Priloga 2.		
Ukupno Tranša 2	10.000.000	
Ukupan iznos zajma	80.000.000	

Član 3.

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