

**Z A K O N**

**O POTVRĐIVANJU OKVIRNOG SPORAZUMA O  
ZAJMU LD 2147 (2023) IZMEĐU BANKE ZA  
RAZVOJ SAVETA EVROPE I REPUBLIKE SRBIJE –  
PROJEKTNI ZAJAM ZA IZGRADNJU BIO4  
KAMPUSA**

**Član 1.**

Potvrđuje se Okvirni sporazum o zajmu LD 2147 (2023) između Banke za razvoj Saveta Evrope i Republike Srbije – Projektni zajam za izgradnju BIO4 Kampusu, koji je potpisan 15. septembra 2023. godine u Parizu i 22. septembra 2023. godine u Beogradu, u originalu na engleskom jeziku.

**Član 2.**

Tekst Okvirnog sporazuma o zajmu LD 2147 (2023) između Banke za razvoj Saveta Evrope i Republike Srbije – Projektni zajam za izgradnju BIO4 Kampusu u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:



LD 2147 (2023)

## **FRAMEWORK LOAN AGREEMENT**

*between*

**COUNCIL OF EUROPE DEVELOPMENT BANK**

*and*

*the* **REPUBLIC OF SERBIA**

BIO4 CAMPUS PROJECT LOAN

## TABLE OF CONTENTS

<b>1. INTERPRETATION .....</b>	<b>5</b>
1.1 DEFINITIONS .....	5
1.2 CONSTRUCTION .....	8
1.3 HEADINGS .....	8
1.4 ROUNDING.....	8
<b>2. CONDITIONS .....</b>	<b>9</b>
<b>3. PURPOSE .....</b>	<b>9</b>
<b>4. FINANCIAL CONDITIONS.....</b>	<b>9</b>
4.1 LOAN AMOUNT .....	9
4.2 DISBURSEMENT AMOUNT.....	9
4.3 DISBURSEMENT PROCEDURE.....	10
4.4 DISBURSEMENT PERIOD .....	11
4.5 DISBURSEMENT CONDITIONS.....	11
4.6 REPAYMENT .....	12
4.7 PREPAYMENT.....	12
4.8 INTEREST DETERMINATION .....	12
4.9 DEFAULT INTEREST RATE.....	13
4.10 MARKET DISRUPTION EVENT .....	13
4.11 PAYMENTS.....	14
<b>5. PROJECT IMPLEMENTATION .....</b>	<b>14</b>
5.1 DUTY OF CARE .....	15
5.2 ALLOCATION PERIOD.....	15
5.3 PROJECT COSTS.....	15
5.4 PROJECT SPECIFIC UNDERTAKINGS .....	15
5.5 PROCUREMENT .....	17
5.6 ENVIRONMENTAL AND SOCIAL SAFEGUARDS .....	17
5.7 HUMAN RIGHTS.....	18
5.8 INTEGRITY .....	18
5.9 VISIBILITY .....	19
<b>6. MONITORING .....</b>	<b>19</b>
6.1 REPORTING .....	19
6.2 VISITS .....	19
6.3 AUDIT.....	19
6.4 PROJECT INFORMATION.....	20
6.5 BORROWER INFORMATION.....	20
6.6 FINANCIAL COVENANTS .....	20
<b>7. PARI PASSU .....</b>	<b>21</b>
7.1 RANKING .....	21
7.2 SECURITY.....	21
7.3 CLAUSE BY INCLUSION .....	22
7.4 PREPAYMENT TO THIRD PARTIES.....	22
<b>8. REPRESENTATIONS AND WARRANTIES.....</b>	<b>22</b>
<b>9. THIRD PARTIES .....</b>	<b>23</b>
<b>10. NON-WAIVER .....</b>	<b>23</b>
<b>11. TRANSFER .....</b>	<b>23</b>
<b>12. ILLEGALITY .....</b>	<b>23</b>
<b>13. NO HARDSHIP.....</b>	<b>23</b>
<b>14. GOVERNING LAW.....</b>	<b>24</b>
<b>15. DISPUTES.....</b>	<b>24</b>

16.	DATA PROTECTION .....	24
17.	NOTICES .....	24
18.	TAXES AND EXPENSES .....	26
19.	DISCHARGE .....	26
20.	ENTRY INTO FORCE .....	26
	APPENDIX 1 .....	28
	APPENDIX 2 .....	32
	APPENDIX 3 .....	34
	APPENDIX 4 .....	36
	APPENDIX 5.....	37
	APPENDIX 6 .....	47

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

and

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

#### **WHEREAS**

- (A) Having regard to the loan application submitted by the Republic of Serbia on 14<sup>th</sup> February 2023, approved by the CEB’s Administrative Council on 16<sup>th</sup> March 2023,
- (B) Having regard to the Third Protocol dated 6 March 1959 to the General Agreement on Privileges and Immunities of the Council of Europe dated 2 September 1949,
- (C) Having regard to the CEB’s Loan Regulations, as adopted by the CEB’s Administrative Council Resolution 1587 (2016) (hereinafter, the “**Loan Regulations**”),
- (D) Having regard to the CEB’s Loan and Project Financing Policy, as adopted by the CEB’s Administrative Council Resolution 1646 (2022) (hereinafter, the “**Loan Policy**”),
- (E) Having regard to the CEB’s Environmental and Social Safeguards Policy, as adopted by the CEB’s Administrative Council Resolution 1588 (2016) (hereinafter, the “**Environmental and Social Safeguards Policy**”),
- (F) Having regard to the CEB’s Procurement Guidelines, as adopted by the CEB’s Administrative Council in September 2011 (hereinafter, the “**Procurement Guidelines**”),
- (G) Having regard to the CEB’s Data Protection Regulation, as adopted by the CEB’s Administrative Council Resolution 1639 (2022) (hereinafter, the “**Data Protection Regulation**”),
- (H) Having regard to the CEB’s Anti-Corruption Charter, as adopted by the CEB’s Administrative Council Resolution 1628 (2021), and
- (I) Having regard to the CEB’s Policy on Non-compliant/Uncooperative Jurisdictions, as adopted by the CEB’s Administrative Council Resolution 1630 (2021),

**HEREBY AGREE AS FOLLOWS:**

## 1. INTERPRETATION

### 1.1 Definitions

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

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

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

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

**“BIO4”** means BIO4 doo, a Serbian law governed limited liability company, having its registered office at Nemanjina 11, Belgrade and registered with the Serbian Business Registers Agency under number 21933414, fully owned and controlled by the Borrower under the competence of the Ministry of Science, Technological Development and Innovation, and especially established by the Borrower for the purposes of the Project.

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

**“Certificate”** has the meaning specified under Sub-clause 4.5 and the form stipulated under Appendix 4 hereto.

**“Closing Date”** means the date specified under Appendix 1 hereto from which no further disbursements under the Loan may take place. Such date may be modified upon prior written consent of both Parties, by means of an exchange of letters.

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

**“Cross-Default Event”** has the meaning specified under Sub-clause 6.6.

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

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

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

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

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

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

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

**“Effective Date”** means the date of entry into force of the Agreement resulting from Clause 20.

**“EU”** means the European Union.

**“EURIBOR”** means the percentage rate quoted by any financial news provider acceptable to the CEB at or about 11.00 a.m. Brussels time on the Interest Determination Date as the Euro wholesale funding rate administered by the European Money Market Institute (or any other entity which takes over the administration of that rate) for the same period as the relevant Interest Period.

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

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

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

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

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

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

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

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

**“Forecasted Expenditure”** means the eligible costs planned to be incurred under the Project over the period of one (1) year

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

**“Incurred Expenditure”** means the eligible costs incurred by the Project Implementing Entity.

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

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

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

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

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

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

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

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

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

**“MPI”** means the Borrower’s Ministry for Public Investment.

**“MSTDI”** means the Borrower’s Ministry for Science, Technological Development and Innovation.

**“Paris Agreement”** means the legally binding international treaty on climate change, adopted by 196 Parties at the UN Climate Change Conference (COP21) in Paris, France, on 12 December 2015 that entered into force on 4 November 2016 with the overarching goal to hold “the increase in the global average temperature to well below 2°C above pre-industrial levels” and pursue efforts “to limit the temperature increase to 1.5°C above pre-industrial levels.”

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

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

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

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



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

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

**“Procurement Plan”** has the meaning ascribed to it in the Procurement Guidelines.

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

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

**“Project”** means the eligible investment scheme(s) set forth under Appendix 1 hereto to be partially financed with the Loan approved by the CEB’s Administrative Council with ref. LD 2147 (2023).

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

**“Project Implementing Unit”** (hereinafter, the **“PIU”**) means the team appointed by the PIE in charge of the day-to-day management of the Project.

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

**“Sanction Lists”** means (i) any economic, financial and trade restrictive measures and arms embargoes issued by the EU pursuant to chapter 2 of title V of the Treaty on European Union as well as article 215 of the Treaty on the Functioning of the European Union, as available on the official EU website<sup>1</sup> or on any successor page, as amended and supplemented from time to time; or (ii) any economic, financial and trade restrictive measures and arms embargoes issued by the United Nations Security Council pursuant to article 41 of the UN Charter, as available on the official UN website or on any successor page, as amended and supplemented from time to time.

**“Sanctioned Persons”** means any individual or entity listed in and/or otherwise subject to one or more Sanction Lists.

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

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

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

## 1.2 Construction

Unless the context otherwise requires, references to:

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<sup>1</sup> [http://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\\_en](http://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en).

- (i) this Agreement shall be construed as references to this Agreement as supplemented, amended or restated from time to time;
- (ii) a Party or any other person includes its successors in title or permitted transferee;
- (iii) "Clauses", "Sub-clauses" and "Recitals" shall be construed as references to clauses, sub-clauses and recitals respectively of this Agreement; and
- (iv) words importing the singular shall include the plural and vice-versa.

### 1.3 Headings

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

### 1.4 Rounding

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

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

## 2. CONDITIONS

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

## 3. PURPOSE

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

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

Any change to the way the Loan is applied that has not received the CEB's prior written approval would constitute an event in the terms of Article 3.3 (h) of the Loan Regulations and may give rise to the early reimbursement, suspension or cancellation of the Loan under the terms of Articles 3.3 (*Early reimbursement of*

*disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

#### 4. FINANCIAL CONDITIONS

##### 4.1 Loan Amount

The Loan Amount is:

TWO HUNDRED MILLION EUROS  
EUR 200,000,000

##### 4.2 Disbursement Amount

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

The amount of each Tranche, except for the first Tranche, shall be determined according to the Incurred Expenditure and Forecasted Expenditure. The amount of the first Tranche shall not exceed twenty-five per cent (25 %) of the Loan Amount.

##### 4.3 Disbursement Procedure

The disbursement of each Tranche is determined through the following procedure:

(a) Disbursement Request

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

A Disbursement Request shall specify the proposed:

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

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

(b) Disbursement Notice

If the CEB receives a Disbursement Request that complies with the Disbursement Request requirements set out in Sub-clause 4.3(a) above, and if all other relevant

Disbursement Conditions as defined in Sub-clause 4.5 (*Disbursement Conditions*) below have been fulfilled by the Borrower, the CEB shall deliver to the Borrower a disbursement notice substantially in the form set out under Appendix 3 hereto (hereinafter, a “**Disbursement Notice**”). Each Disbursement Notice shall be delivered at least two (2) Business Days before the proposed Disbursement Date.

A Disbursement Notice shall specify:

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

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

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

#### **4.4 Disbursement Period**

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

- (i) the issue of a Disbursement Request for the first Tranche beyond twelve (12) months after the execution of the Agreement by the Parties;
- (ii) the issue of any further Disbursement Request beyond eighteen (18) months after the last disbursement; or
- (iii) the issue of any further Disbursement Request beyond the day falling fifteen (15) Business Days before the Closing Date.

#### **4.5 Disbursement Conditions**

- (a) Conditions precedent to the Disbursement Request for the first Tranche:
  - (i) Legal opinion in English issued by the Ministry of Justice of the Borrower confirming to the CEB’s satisfaction, substantially in the form set out under Appendix 2 hereto, that the Agreement has been duly executed by authorised representatives of the Borrower and that the Agreement is valid, binding and enforceable in accordance with its terms in the Borrower’s jurisdiction.
  - (ii) Evidence in English (e.g., power of attorney, etc.) to the CEB’s satisfaction of the person(s) authorised to execute the Agreement and the Disbursement Requests on behalf of the Borrower, together with the authenticated specimen of the signature(s) of such person(s).

- (iii) A Certificate from the Borrower in the form of Appendix 4 hereto, signed by the person(s) authorised to execute the Disbursement Requests on behalf of the Borrower and dated not earlier than a date falling five (5) Business Days before the Disbursement Request.
  - (iv) The Borrower shall, through the MSTDI and MPI, share with the CEB, for approval, the Procurement Plan in a format and substance satisfactory to the CEB.
  - (v) The Borrower shall, through the MSTDI, confirm the governance structure for Bio4, which is the Project's beneficiary and its organisation chart. Furthermore the Borrower shall, through the MSTDI, confirm the governance structure for the Project's implementation.
  - (vi) The Borrower shall, through the MPI, confirm the organisational chart for the PIU within MPI, including whether employees within the PIU are full-time or part-time staffed for the Project's implementation (together with clear indication as to the share of time dedicated to the Project's implementation, for part-time staffed employees).
  - (vii) The Borrower shall, through the MSTDI, provide a consolidated view of the expected profit and loss for BIO4, based on latest assumptions.
- (b) Conditions precedent to any further Disbursement Request:
- (i) Evidence in English (e.g., Power of Attorney, etc.) to the CEB's satisfaction of the person(s) authorised to execute the Disbursement Requests on behalf of the Borrower, together with the authenticated specimen of the signature(s) of such person(s).
  - (ii) Progress Report confirming to the CEB's satisfaction the full Allocation of the previous Tranche.
  - (iii) A Certificate from the Borrower in the form of Appendix 4, signed by the person(s) authorised to execute the Disbursement Requests on behalf of the Borrower and dated not earlier than a date falling five (5) Business Days before the Disbursement Request.

## 4.6 Repayment

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

## 4.7 Prepayment

### (a) Mechanics

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

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

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

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

(b) Prepayment Costs

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

#### 4.8 Interest Determination

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

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

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

#### 4.9 Default Interest Rate

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

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

#### 4.10 Market Disruption Event

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

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

- (a) The relevant financial news provider referred to under the EURIBOR definition does not quote any percentage rate or its corresponding screen rate page is not accessible.

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

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

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

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

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

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

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

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

If the CEB determines that the relevant Market Disruption Event no longer exists, then, subject to any further Market Disruption Event occurring or existing, the Floating Interest Rate and/or Interest Period applicable to any relevant Tranche shall revert, from the first day of the following Interest Period to being calculated in accordance with the Floating Interest Rate and Interest Period specified in the relevant Disbursement Notice.

#### **4.11 Payments**

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

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

All payments to be made by the Borrower under this Agreement shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

If the CEB receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under this Agreement, the CEB shall apply that payment in or towards payment of:

- (i) first, any fees, costs, charges or expenses due but unpaid under this Agreement;
- (ii) secondly, any accrued interest due but unpaid under this Agreement,
- (iii) thirdly, any principal due but unpaid under this Agreement; and
- (iv) fourthly, any other sum due but unpaid under this Agreement.

#### **5. PROJECT IMPLEMENTATION**

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



The Borrower has designated the MSTDI as the Project Implementing Entity (PIE), the MPI as the Project Implementing Unit (PIU), and BIO4 as the Project's beneficiary. MPI is entrusted with specific implementation tasks, including but not limited to procurement, management of consultants, financial management (accounting and payments), reporting, evaluation, monitoring and control. The Project coordination interlocutor from MPI shall organize Project activities among all stakeholders, and report to CEB.

The PIE and PIU shall ensure appropriate staff and equipment throughout the Project implementation period, to the satisfaction of CEB.

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

Failure to comply with the undertakings set forth hereby under Clause 5 would constitute, irrespective of any other applicable provision of the Loan Regulations, an event in the terms of Article 3.3 (h) of the Loan Regulations and may give rise to (i) the relevant contract expenditure declared ineligible for Allocation under the Project; and/or (ii) the early reimbursement, suspension or cancellation of the Loan, in whole or in part, under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

### **5.1 Duty of Care**

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

### **5.2 Allocation Period**

The Borrower shall allocate each Tranche to the Project within twelve (12) months after the relevant Disbursement Date (hereinafter, the "**Allocation Period**"), unless otherwise agreed in writing by the Borrower and CEB.

If a Tranche disbursed by the CEB is not allocated to the Project or is only partially allocated to it within the Allocation Period, the Borrower shall proceed with prepayment of the unallocated amounts on the next Interest Payment Date in the terms provided under Sub-clause 4.7 unless otherwise agreed between the Borrower and CEB.

### **5.3 Project Costs**

The Tranches disbursed under the Loan shall not exceed fifty point two percent (50.2%) of the total eligible costs of the Project specified under Appendix 1 hereto. If the Tranches disbursed under the Loan exceed the above 50.2 % (by reduction of the total eligible costs or otherwise), the Borrower shall proceed with prepayment of the surplus on the next Interest Payment Date in the terms provided under Sub-clause 4.7.

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

#### 5.4 Project Specific Undertakings

The Borrower shall ensure that:

(i) the PIE and PIU shall inform the CEB as soon as possible about any revision in the Project's costs which exceed 10% of the initially estimated Project's costs as set forth in Appendix 5 table 1;

(ii) The Borrower through the PIE and PIU shall inform the CEB in case subsidies are needed to ensure the long-term viability of the investment, e.g. to cover operations and maintenance costs; the Borrower through the PIE shall ensure the availability of funds for such purposes;

(iii) The Borrower through the PIE and PIU shall ensure that further undertakings with regards to environmental and social safeguards as stipulated in Sub-clause 5.6 hereunder are complied with;

(iv) The Borrower through the PIE and PIU shall ensure that all assets and plants under the Project are permanently insured, maintained and operated in accordance with international best practices;

(v) The Borrower through the PIE and PIU shall ensure that all the land, real property rights and permits required for the implementation of the Project are timely available;

(vi) The Borrower through the PIE and PIU shall prepare and share with the CEB – preferably before starting construction and in any case no later than end-year 2023 – an exhaustive and integrated programme covering all phases of the Project, from concept design to entry of tenants, using an appropriate / professional planning tool;

(vii) The Borrower through the PIE and PIU shall confirm – before end-year 2023 – the financing plan for the Project, including how the funding gap, if any, will be covered. A formal estimate of the value of the plot of land, on which the Project is being developed, is to be provided at the same occasion;

(viii) The Borrower through the PIE and PIU shall share as soon as available and no later than year-end 2023 the approved terms of reference for the design services for the Project, which should include design supervision during the construction phase of the Project;

(ix) The Borrower through the PIE and PIU shall inform the CEB by time the first Tranche of the Loan is allocated as regards the legislation applicable regarding protection of animals used for scientific purposes, and any identified gaps with regards to the Directive 2010/63/EU on the protection of animals used for scientific purposes. The Borrower through the PIE and PIU shall also inform the CEB of any steps taken regarding the transposition of the Directive 2010/63/EU on the protection of animals used for scientific purposes into Serbian legislation;

(x) The Borrower through the PIE and PIU shall develop an overall waste management plan for the management of medical and hazardous waste (if any are expected to be generated) in the facilities in addition to non-medical and non-hazardous waste generated by the Project and shall share it with the CEB for information as soon as such plan becomes available and in any event before completion of the Project;

(xi) The Borrower through the PIE and PIU shall inform the CEB of the specific conditions set by the Secretariat for Environmental Protection following the Project's concept design review process;

(xii) The Borrower through the PIE and PIU shall provide the CEB with a copy of the Energy Performance Certificate of one representative campus building at the minimum, once said Certificate has been issued ;

(xiii) The Borrower through the PIE and PIU shall undertake the following concerning the Project's alignment with the Paris Agreement:

- Include in the detailed (and final) design of the Project all measures identified in the concept design to effectively mitigate risks stemming from heatwaves and droughts (including cooling systems and water efficiency measures);
- Ensure that the maximum amount of primary energy consumed by the buildings to be developed as part of the Project for heating does not exceed the maximum limit of the "B" energy performance class, according to the different building types and the classification established in the "Regulation on the conditions, content and manner of issuing certificates on the energy properties of buildings (Official Gazette of the Republic of Serbia, no. 69/2012, 44/2018 - other laws and 111/2022)" (or the most up-to-date legislation regarding energy performance).

The Borrower shall comply with the undertakings provided in this Sub-clause 5.4 before the Project's end day, except where a specific deadline with respect to such compliance is provided for herein.

## **5.5 Procurement**

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

The Borrower shall conduct all procurement procedures under the Project in accordance with the public procurement laws of Serbia. In particular, the Borrower shall ensure that any party having an interest in obtaining a particular contract to be financed under the Project shall have access to the review procedures and remedies provided for under the laws of Serbia.

To be eligible for financing under the Loan, procurement of works, services and goods carried out in accordance with the above shall be in line with the Procurement Guidelines. In particular, the Procurement Plan (as such term is defined under the Procurement Guidelines) (and any update thereof) indicating the procurement methods for each contract shall be submitted to the CEB for approval. Upon receipt, the CEB will inform the Borrower of the scope of review that CEB will carry out for each contract.

## **5.6 Environmental and Social Safeguards**

The Borrower through the PIE and PIU shall implement the Project in conformity with the requirements set forth in the Environmental and Social Safeguards Policy. In particular, an Environmental and Social Impact Assessment (ESIA) must be undertaken for the entire Bio4 Campus project. Before the start of any construction activity, the Borrower through the PIE and PIU shall undertake an ESIA BIO4

campus project so as to adequately assess the environmental and social impacts of such a development in line with the principles of the EU legislation and the CEB's Environmental and Social Safeguards Policy (ESSP). Once completed, the ESIA will be shared with the CEB for information. The Borrower through the PIE and PIU shall also ensure that any potential complaint concerning land acquired, will be handled in accordance with the Environmental and Social Safeguards Policy.

Furthermore:

The expropriation process conducted for the purposes of the Project shall be undertaken in line with the Environmental and Social Safeguards Standard 2, as appended in Appendix 6 hereof;

A specific Project-level grievance mechanism shall be put in place for the purposes of the Project. The Borrower, through the PIU, shall put in place a system allowing it to monitor complaints and any potential issue or accident during the construction phase of the Project, and shall report to the CEB on a Project-level the complaints filed thereunder; such reporting is to be included in the Project monitoring reports to be delivered under Clause 6.1 of the Agreement.

Such monitoring reports shall also include specific sections on:

The expropriation activities conducted for the purposes of the Project, so as to keep the CEB informed of the progress of the expropriation process, including potential complaints filed with respect to such activities; and

environmental and social safeguards, where any environmental, social and / or occupational health and safety incidents that may occur and actions to manage them will be included. Any potential complaints that may be voiced in relation to the Project will also be included, as well as any actions undertaken by the Borrower related to stakeholder engagement for the Project.

## 5.7 Human Rights

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

## 5.8 Integrity

The Borrower, directly or through the PIE and PIU , undertakes that:

- (a) it will institute and thereafter comply with internal policies, procedures and controls, in line with applicable legislation and international best practices, for the purpose of preventing the Borrower to become, in connection with the implementation of the Project or otherwise, an instrument for money laundering or terrorism financing;
- (b) it will not make any Loan proceeds available to or for the benefit of, directly or indirectly, any Sanctioned Person;
- (c) it will not commit, and no person, with its consent or prior knowledge, will commit, in connection with the implementation of the Project or any Sub-project a Corrupt Practice, a Fraudulent Practice, a Coercive Practice, a Collusive Practice or an Obstructive Practice (hereinafter, together with money laundering, terrorism financing and making available any Loan proceeds to Sanctioned Persons referred to as the "**Prohibited Practices**").

For the purposes of this Agreement:

- (i) A “**Corrupt Practice**” means any act of offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
- (ii) A “**Fraudulent Practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation.
- (iii) A “**Coercive Practice**” means any act of impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party.
- (iv) A “**Collusive Practice**” means any arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- (v) An “**Obstructive Practice**” means, in relation to an investigation into a Coercive, Collusive, Corrupt or Fraudulent Practice, (a) any act of deliberately destroying, falsifying, altering or concealing of evidence material to the investigation; (b) any act of threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; and/or (c) any act intending to materially impede the exercise of the contractual rights of audit or access to information.

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

The Borrower, directly or through the PIE and PIU, undertakes:

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

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

## **5.9 Visibility**

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

## 6. MONITORING

### 6.1 Reporting

#### (a) Progress Reports

The Borrower through the PIE and PIU shall send to the CEB a progress report (hereinafter, a “**Progress Report**”) (i) once a year, until the completion of the Project; and (ii) prior to every Disbursement Request, except for the Disbursement Request for the first Tranche.

Appendix 5 hereto provides a template specifying the minimum information required by the CEB. Alternative formats containing the same information may also be used.

#### (b) Completion Report

Upon completion of the Project, the Borrower through the PIE and PIU shall submit a completion report (hereinafter, a “**Completion Report**”) including an appraisal of the Project’s social impact.

Appendix 5 hereto provides a template specifying the minimum information required by the CEB. Alternative formats containing the same information may also be used.

### 6.2 Visits

The Borrower, directly or through the PIE and PIU undertakes to favourably receive any monitoring/technical/evaluation visits, including by facilitating access to relevant Project sites/contractors, carried out by the CEB’s staff members or designated third parties.

### 6.3 Audit

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

### 6.4 Project Information

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

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

The Borrower through the PIE and PIU shall inform the CEB immediately of any event in connection with the Project, including but not limited to:

- (i) any action or protest initiated or any objection raised by any third party or any complaint received by the Borrower or any litigation that is commenced or threatened against it with regard to procurement or environmental, social or occupational health and safety (e.g. loss of life or

important accident) matters or other matters in connection with the Project; or

- (ii) any enactment of or any amendment to any law, rule or regulation (or in the application or official interpretation of any law, rule or regulation) in connection with the Project.

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

## 6.5 Borrower Information

The Borrower, directly or through the PIE and PIU shall deliver a summary every year, in a form and substance satisfactory to the CEB, of the Borrower's annual budget and the related budget implementation and any such information on its general financial situation as the CEB may reasonably require from time to time, unless it is published on the official website of the Ministry of Finance or the National Bank of Serbia and available in English.

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

## 6.6 Financial Covenants

The Borrower shall inform the CEB if any Cross-Default Event occurs. Any Cross-Default Event would constitute an event in the terms of Article 3.3 (h) of the Loan Regulations and may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

For the purpose of this Agreement, "**Cross-Default Event**" means a situation in which, following any default in relation thereto, the Borrower is required or is capable of being required or will, following expiry of any applicable contractual grace period, be required or be capable of being required to prepay, repay or terminate ahead of maturity any Debt Instrument or any commitment in connection with any Debt Instrument is cancelled or suspended.

## 7. PARI PASSU

Failure to comply with the provisions set forth below under Clause 7 would constitute an event in the terms of Article 3.3 (h) of the Loan Regulations and may give rise to the early reimbursement, suspension or cancellation of the Loan under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

## 7.1 Ranking

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

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

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

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

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

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

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

## 7.2 Security

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

This provision shall not apply to a Security:

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

## 7.3 Clause by Inclusion

Should any of the Borrower's Debt Instruments include a loss-of-rating covenant, a financial ratios covenant or *pari passu* provisions that are not included in the Agreement or that are stricter than any equivalent provision of this Agreement, the Borrower shall so inform the CEB and shall, at the request of the CEB by means of a written notice, execute within the deadline indicated in the CEB's notice, an



amendment to this Agreement to provide an equivalent provision in favour of the CEB.

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

Should the Borrower voluntarily prepay (for the avoidance of doubt, prepayment shall include a repurchase where applicable) in whole or in part any Debt Instrument and such prepayment:

- (i) is not made within a revolving credit facility which remains open for drawing on the same terms after such prepayment; or
- (ii) is not made out of the proceeds of another Debt Instrument having a term at least equal to the unexpired term of the prepaid Debt Instrument;

the Borrower shall inform the CEB. In such an event, and upon the CEB's request, the Borrower shall prepay to the CEB within two (2) months from any such prepayment the amounts disbursed under the Loan in accordance with Sub-clause 4.7 in such proportion as the prepaid amount bears to the corresponding Debt Instrument.

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

The Borrower represents and warrants that:

- (a) it is not and none of its officers, directors, agents or employees is a Sanctioned Person or is the subject of a final and irrevocable court ruling in connection with Prohibited Practices perpetrated in the exercise of its professional duties and none of them did or does enter into business relationships with Sanctioned Persons;
- (b) its competent bodies have authorised it to enter into the Agreement and have given the signatory(ies) the authorisation therefor, in accordance with the laws, decrees, regulations, articles of association and other texts applicable to it;
- (c) the execution and delivery of, the performance of its obligations under and compliance with the provisions of this Agreement do not:
  - (i) contravene or conflict with any applicable law, statute, rule or regulation, or any judgment, decree or permit to which it is subject;
  - (ii) contravene or conflict with any Debt Instrument or any other agreement binding upon it which might reasonably be expected to give rise to a Material Adverse Change;
- (d) no event or circumstance is outstanding that constitutes a default under any Debt Instrument or any other agreement, which is binding on it or to which its assets are subject, which might reasonably be expected to give rise to a Material Adverse Change;
- (e) no Security has been granted to a third party in breach of Sub-clause 7.2;
- (f) no litigation, arbitration or administrative proceedings of or before any court, arbitral tribunal or agency which might reasonably be expected to give rise to a Material Adverse Change have (to the best of its knowledge and belief) been started or threatened against it; and
- (g) it has received a copy of the Loan Regulations, the Loan Policy, the Environmental and Social Safeguards Policy, the Procurement Guidelines and the Personal Data Protection Regulation and has taken note thereof.

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

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

## **9. THIRD PARTIES**

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

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

## **10. NON-WAIVER**

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

## **11. TRANSFER**

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

The Borrower hereby gives its consent to any transfer by the CEB of all or part of its rights and/or obligations under the Agreement. CEB will inform the Borrower prior to such transfer.

## **12. ILLEGALITY**

If it is or becomes unlawful in any jurisdiction for the CEB to make, maintain or fund the Loan or perform any of its obligations under this Agreement, this would constitute an event in the terms of Article 3.3 (h) of the Loan Regulations and may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

## **13. NO HARDSHIP**

Each Party hereby acknowledges that:

(i) unless otherwise contemplated in this Agreement, any applicable legal norm pursuant to which a Party may request the other Party to renegotiate the Agreement or may cease to perform its obligations hereunder, in case of a change of

circumstances unforeseeable at the time of the conclusion of the Agreement which makes performance excessively onerous for a Party who had not agreed to assume such risk, shall not apply to it with respect to its financial obligations hereunder; and

(ii) it shall not be entitled to any claim under such legal norm.

For the avoidance of doubt, this clause does not exclude any other applicable legal or contractual rights under the Agreement for a Party to cease to perform its obligations hereunder with respect to the implementation of the Project or to terminate the Agreement.

#### **14. GOVERNING LAW**

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

#### **15. DISPUTES**

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

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

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

#### **16. DATA PROTECTION**

The processing of any personal data collected under the Agreement shall be carried out by the CEB in accordance with the Data Protection Regulation.

#### **17. NOTICES**

Any notice (including any document or communication) to be given or made under or in connection with this Agreement to the CEB or the Borrower shall be in writing and unless otherwise stated, may be made by registered letter, electronic mail or facsimile. Such notice shall be deemed to have been received by the other Party:

- (i) in the case of a hand-delivered or registered letter, on the date of delivery;
- (ii) in the case of electronic mail, only when actually received in readable form and only if it is addressed in such a manner as the other Party shall specify for this purpose;
- (iii) in the case of electronic mail, which contains a Disbursement Notice, sent by the CEB to the Borrower, when the electronic mail is sent; and
- (iv) in the case of a facsimile, on receipt of transmission.

Any notice provided by the Borrower to the CEB by electronic mail shall:

- (i) mention the LD reference in the subject line; and
- (ii) be in the form of a non-editable electronic image (pdf, tif or any other common non-editable file format agreed between the Parties) of the notice signed by the person or persons duly authorised to sign such notice on behalf of the Borrower, attached to the electronic mail.

Without affecting the validity of notices by electronic mail or facsimile made in accordance with this Clause, the following notices shall also be sent by registered letter to the other Party at the latest on the immediately following Business Day:

- (i) Disbursement Requests;
- (ii) any communications in respect of the suspension, cancellation and/or early reimbursement of the Loan or in respect of a Prepayment Notice; and
- (iii) any other communication required by the CEB.

The Parties agree that any above notice (including via electronic mail) is an accepted form of communication, shall constitute admissible evidence in court and shall have the same evidential value as an agreement under hand.

The postal address, fax number and electronic mail address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication to be given or made under or in connection with this Agreement is:

For the Borrower:

Ministry of Finance of the Republic of Serbia  
20, Kneza Miloša Street  
11000 Belgrade  
Serbia  
Attention: Minister of Finance  
Fax: +381 11 765 2007

For the CEB:

Council of Europe Development Bank  
55 Avenue Kléber  
75116 Paris  
France

Attention: Head of Projects Division  
Fax: + 33 1 47 55 37 52

The CEB and the Borrower shall promptly notify the other Party in writing of any change in their respective communication details.

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

All notices to be given or made by the Borrower under or in connection with this Agreement shall, where required by the CEB, be delivered to the CEB together with satisfactory evidence of the authority of the person or persons authorised to sign such notice on behalf of the Borrower and the authenticated specimen signature of such person or persons.

## **18. TAXES AND EXPENSES**

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

The Borrower shall bear all charges and expenses (including legal, professional, banking or exchange costs) incurred in connection with (i) the preparation, execution, perfection, implementation, termination and enforcement of this Agreement and/or any related document; (ii) any amendment, supplement or waiver in respect of this Agreement and/or any related document; and (iii) the preparation, execution, perfection, management, enforcement and release of any Security required under the Agreement. Notwithstanding the above, Article 4.7 (*Cost of arbitration*) of the Loan Regulations shall apply regarding the costs of the arbitration set forth under Clause 15 (*Disputes*).

## **19. DISCHARGE**

After repayment of all outstanding principal under the Loan as well as payment of all interests and other expenses resulting from the Agreement, including in particular those amounts under Sub-clause 4.9 (*Default Interest Rate*) and Clause 18 (*Taxes and Expenses*), the Borrower shall be fully released from its obligations arising out of or in connection with this Agreement.

Without prejudice of the above, the Borrower shall nevertheless undertake, for a period not exceeding six (6) years following the receipt of a Completion Report to the CEB's satisfaction confirming the full Allocation of all amounts disbursed under the Loan (i) to keep the Project-related documentation; and (ii) to favourably receive any evaluation visits, including by facilitating access to relevant Project's sites carried out by the CEB's staff members or designated third parties.

## **20. ENTRY INTO FORCE**

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

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

For the Borrower

Belgrade, on SEPTEMBER 22, 2023

Name: SINIŠA MALI

Title: DEPUTY PRIME MINISTER AND MINISTER OF FINANCE

For the CEB

Paris, on 15/9/ 2023

Name: **Cristian TABACARU**

Title: L&D Director

Paris, on 15/09/23

Name: Andrea Buccomino

Title: Deputy General Counsel

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

<b>I.</b>	<b>LD</b>	2147 (2023)																																										
	<b>Borrower</b>	Republic of Serbia																																										
	<b>Loan Type</b>	Project Loan																																										
	<b>Loan Amount</b>	EUR 200,000,000																																										
	<b>Approval by the CEB's Administrative Council</b>	16 March 2023																																										
<b>II.</b>	<b>Sector(s) of action</b>	Education and Vocational Training																																										
	<b>Planned Works</b>	<p>The works cover the construction and equipment of the BIO4 Campus Belgrade, a comprehensive research and development complex dedicated to biosciences ("BIO4" stands for biomedicine, bioinformatics, biotechnology and biodiversity), more specifically, the planned works entail the construction of, and provision of standard equipment for, 7 building blocks (Components), and the provision of specialised scientific equipment (Component 8).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #003366; color: white;">Project Components</th> <th style="background-color: #003366; color: white;">Description</th> <th style="background-color: #003366; color: white;">Surface (m2)</th> <th style="background-color: #003366; color: white;">Height (m)</th> </tr> </thead> <tbody> <tr> <td><b>Component 1</b></td> <td>Faculty of Biology</td> <td style="text-align: center;">22,769 m2</td> <td style="text-align: center;">24.3 m</td> </tr> <tr> <td><b>Component 2</b></td> <td>Faculty of Pharmacy</td> <td style="text-align: center;">35,715 m2</td> <td style="text-align: center;">32.0 m</td> </tr> <tr> <td><b>Component 3</b></td> <td>Complex of Institutes - unit 1</td> <td style="text-align: center;">29,763 m2</td> <td style="text-align: center;">22,3 m 30,3 m</td> </tr> <tr> <td><b>Component 4</b></td> <td>Complex of Institutes - unit 2</td> <td style="text-align: center;">19,522 m2</td> <td style="text-align: center;">22,3 m 30,3 m</td> </tr> <tr> <td><b>Component 5</b></td> <td>Vivarium<sup>1</sup></td> <td style="text-align: center;">5,453 m2</td> <td style="text-align: center;">10.3 m</td> </tr> <tr> <td><b>Component 6</b></td> <td>Science and Technology Park and Centre for Ideas</td> <td style="text-align: center;">25,836 m2</td> <td style="text-align: center;">24,3 m 30,3 m</td> </tr> <tr> <td><b>Component 7</b></td> <td>Central gathering place "Minglarium"</td> <td style="text-align: center;">20,916 m2</td> <td style="text-align: center;">35,5 m 43,5 m</td> </tr> <tr> <td><b>Component 8</b></td> <td>Specialized Equipment</td> <td></td> <td></td> </tr> <tr> <td colspan="2"><b>All Components Total Construction</b></td> <td style="text-align: center;"><b>159,974 m2</b></td> <td></td> </tr> </tbody> </table> <p>The total building construction of 159,974m2 includes 34,392m2 underground parking garage; additional 7,172 m2 are estimated for above-ground parking and roads, and landscaping incl.green buildings and roofs, is estimated at 31,772m2. <sup>1</sup>Component 5, Vivarium is considered non-eligible for CEB-financing at this stage.</p>			Project Components	Description	Surface (m2)	Height (m)	<b>Component 1</b>	Faculty of Biology	22,769 m2	24.3 m	<b>Component 2</b>	Faculty of Pharmacy	35,715 m2	32.0 m	<b>Component 3</b>	Complex of Institutes - unit 1	29,763 m2	22,3 m 30,3 m	<b>Component 4</b>	Complex of Institutes - unit 2	19,522 m2	22,3 m 30,3 m	<b>Component 5</b>	Vivarium <sup>1</sup>	5,453 m2	10.3 m	<b>Component 6</b>	Science and Technology Park and Centre for Ideas	25,836 m2	24,3 m 30,3 m	<b>Component 7</b>	Central gathering place "Minglarium"	20,916 m2	35,5 m 43,5 m	<b>Component 8</b>	Specialized Equipment			<b>All Components Total Construction</b>		<b>159,974 m2</b>	
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<b>Location</b>	Belgrade																																											
<b>Final Beneficiaries</b>	Students, faculties, scientists, public and private research employees																																											
<b>Project Total Cost</b>	EUR 398,300,770																																											

Indicative Financing Plan	Sources		Uses		
	CEB	200 MEUR	Pre-construction design	& 7 MEUR	2%
GoS In-kind	53.5 MEUR	Construction of buildings <sup>1</sup>	7	242 MEUR	59%
Other sources incl. possible WBIF INV grant	160 MEUR	Specialised Equipment		117 MEUR	28%
		Finishing		6 MEUR	1%
		Project mgmt. & Supervision		7 MEUR	2%
		Land (in kind)		34.5 MEUR	8%
<b>Total Project Cost</b>	<b>413.5 MEUR</b>			<b>413.5 MEUR</b>	<b>100%</b>
<b>Total ELIGIBLE project Cost</b>	<b>398.3 MEUR</b>			<b>398.3 MEUR</b>	

The CEB contribution of 200 MEUR constitutes 50.2% of the 398.3 MEUR total eligible project cost (i.e. 413.5 MEUR excluding 15.2 MEUR for the Vivarium) and is in line with CEB's financing contribution policy.

<b>Schedule of Works/ Eligible Budgetary Years</b>	Q12023-Q42026
<b>Closing Date</b>	31 December 2027

<b>III. Eligibility Criteria</b>	<p>Components co-financed by CEB will be based on the eligibility criteria set out in CEB's Loan and Project Financing Policy for the "Education and Vocational Training" sector of action. Eligible investments may include:</p> <ol style="list-style-type: none"> <li>1. Construction and/or rehabilitation of early childhood education facilities, primary and secondary schools, secondary vocational technical colleges, vocational training centres, establishments of higher education or specialised learning and/or research and development centres. Eligible investments may include sports and socio-cultural centres/equipment as well as residence facilities pertaining to such establishments, learning materials, furniture and equipment</li> <li>2. Adaptation of such premises in order to facilitate accessibility for persons with reduced mobility</li> <li>3. Continuing training and lifelong learning programmes for social and education professionals</li> <li>4. Training programmes for the unemployed and disadvantaged groups of population; support for professional re-training programmes; natural or ecological disaster prevention/preparedness for members of the civil protection forces; in-service training programmes for magistrates, administrators, civil servants and government officials</li> </ol>
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	<p>5. Education-related research and development programmes</p> <p>6. Training programmes in favour of vulnerable groups</p> <p>7. Training of education and vocational training specialised staff</p> <p>8. Student loan programmes</p>
<p><b>Eligible Costs</b></p>	<p>Eligible costs may include:</p> <p>i. The cost of surveys or studies (technical, economic or commercial, engineering) as well as the cost of technical supervision of the project. These costs should not exceed 5% of the total cost of the project, unless justified;</p> <p>ii. The cost of acquiring land directly linked to a project, at its purchase price, unless it has been donated or granted;</p> <p>iii. Preparation of the land;</p> <p>iv. Construction/renovation/modernization or purchase of buildings directly linked to a project;</p> <p>v. The installation of basic infrastructure such as sewerage, water supply, electricity and telecommunications networks, waste disposal and waste water treatment, roads, etc.;</p> <p>vi. The purchase of materials, equipment and machinery, as well as the related costs linked to the training of staff.</p> <p>vii. Contingencies for unanticipated costs (technical and/or price increases). These represent financial coverage in respect of possible changes in the quantity of work required, or of unit prices, in the type and quantity of equipment to be purchased or in the method of carrying out the project. Depending on the sector of activity and the various components of the project, these contingencies may represent up to 10% of the Project Total Cost.</p> <p>viii. Costs related to professional/vocational training and public awareness-raising campaigns.</p> <p>2. Non-eligible costs</p> <p>i. CEB loans cannot cover staff costs (wages/salaries and other related benefits such as pension payments), financial charges and non-cash elements such as depreciation. Such costs may however be considered eligible when they relate to project management and technical assistance services required for whole period of project preparation and implementation.</p> <p>ii. Financial costs or investments (payment of debts, refinancing, interest charges, acquisition of interest in the capital of an enterprise, etc.) cannot be included in the estimated costs of the project and</p>

	cannot be financed by the CEB. iii. The proceeds of the Loan cannot be used for the financing of taxes (including VAT), customs and other duties.
<b>Specific Conditions</b>	All specific conditions are stipulated under sections 5.4 Project Specific Undertakings and section 5.6 Environmental and Social Safeguards

<b>IV. Social impact</b>	<p>In view of the multitude of beneficiary groups that the project will reach, social impact can be seen prominently as follows:</p> <ul style="list-style-type: none"> <li>(i) Social inclusion and mobility: BIO4 Campus will create an institution and physical space where individuals of many walks of life can interact and network. This will be ensured by the variety of businesses and educational facilities present on the BIO4 Campus, as well as by specifically designed events with various business, educational and networking purposes.</li> <li>(ii) Potential for alleviation of vulnerability and marginalisation: the BIO4 Campus will create its own local economy where vulnerable people from the outskirts of the capital may be able to find jobs and open small businesses. In addition, events dedicated to upskilling and integrating young people into professional activities will be part of the events on the BIO4 campus.</li> <li>(iii) Human capital development and reversal of the “brain-drain”: the BIO4 Campus Belgrade will be a very attractive place to study and work, with businesses in biosciences and IT partnering and inhabiting the campus.</li> </ul>
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## APPENDIX 2

### Form of Legal Opinion (Framework Loan Agreement)

Council of Europe Development Bank  
55, avenue Kléber  
75116 Paris (France)

Attn: Projects Department  
Cc: Office of the General Counsel

[INSERT DATE]

Re: **Framework Loan Agreement between the Council of Europe Development Bank and the Republic of Serbia (Reference LD 2147 (2023))**

Dear Sir or Madam,

In my capacity as the Minister of Justice, I hereby submit this opinion in line with the provisions of Article 4.5(a)(i) of the Framework Loan Agreement LD 2147 (2023) between Council of Europe Development Bank and Republic of Serbia, for an amount of 200,000,000 EUR, signed on \_\_\_\_\_ and effective as of \_\_\_\_\_ (hereinafter referred to as the "**Loan Agreement**"). All the terms that are used here, if not otherwise defined, have the same meaning as in the Loan Agreement.

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

According to the aforementioned, my opinion is as follows:

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

(b) Pursuant to the provision of Article 99, Paragraph 1, Item 4 of the Constitution of the Republic of Serbia, it is provided that the National Assembly of the Republic of Serbia ratifies the international treaties when their ratification is provided by law, and subject to the provision under Article 2, Paragraph 1 of the Law on Conclusion and Execution of International Treaties ("Official Gazette of the Republic of Serbia" No. 32/13) which provides that an international treaty shall be a treaty which the Republic of Serbia concludes in written form with one or more countries or one or more international organizations, which is governed by international law. Pursuant to the provision of Article 5, Paragraph 2 of the Law on Public Debt ("Official Gazette of the Republic of Serbia" No. 61/05, 107/09, 78/11, 68/15, 95/18, 91/19 and 149/20) it is provided that the National

Assembly of the Republic of Serbia decides on borrowing of the Republic of Serbia by taking long-term loans, borrowing for investment and program projects financing by taking long-term loans, issuing guarantees, and on direct taking over of the liabilities as a debtor under issued guarantee. In line with the stated provisions, the National Assembly of the Republic of Serbia rendered the Law on Ratification of Framework Loan Agreement LD 2147 (2023) between Council of Europe Development Bank and Republic of Serbia, Project Loan ("Official Gazette of the Republic of Serbia - International Treaties", No. \_\_\_\_\_);

(c) There are no other provisions according to which it would be necessary to submit, record or register the Loan Agreement with any court or state authority or organization in order to secure its legality, effectiveness and enforceability;

(d) The choice of the law set forth in Article 14 of the Loan Agreement, is legally valid and binding on the Borrower under the laws of the Republic of Serbia;

(e) Pursuant to Article 15 of the Loan Agreement, the arbitration provisions set forth in Chapter 4 of the CEB Loan Regulations shall apply for any claim or dispute between the Republic of Serbia and the Council of Europe Development Bank arising from the Loan Agreement, and any decision of the arbitration tribunal pertaining to the Loan Agreement can be executed in the Republic of Serbia without re-examination or re-litigation of the matters thereby adjudicated. In line with the aforementioned the waiver of immunity pursuant to Article 15 of the Loan Agreement is legally valid and binding;

(f) No taxes, customs duties, fees or other impositions, including without limitation taxes, fees or other levies for registration or transfers that are applicable in the Republic of Serbia, or any other unit of territorial autonomy or local government, shall be payable in connection with the conclusion or execution of the Loan Agreement, or in connection with the payments that the Republic of Serbia is to make to the Council of Europe Development Bank under the Loan Agreement;

(g) No exchange control restrictions are in place or consents are required in order to permit the receipt of all amounts to be disbursed under the Loan Agreement and to permit the repayment of the Loan and the payment of interest and all other amounts due under this Loan Agreement;

(h) The execution of the Loan Agreement did not, and its performance will not violate any norms of the Republic of Serbia or cause any material breach of any agreement or undertaking to which the Republic of Serbia is bound.

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

Yours faithfully,

1.

MINISTER

## APPENDIX 3

## DISBURSEMENT REQUEST (TEMPLATE)

LD 2147 – [•] Tranche

With reference to the Framework Loan Agreement dated [•] (hereinafter, the “**Agreement**”) between the Council of Europe Development Bank (hereinafter, the “**CEB**”) and the Republic of Serbia (hereinafter, the “**Borrower**”), the Borrower hereby requests the CEB, in accordance with Sub-clause 4.3(a) of the Agreement, to proceed with the disbursement of a Tranche under the specific terms and conditions set out below.

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

Currency/Amount <sup>2</sup>	[•]		
Disbursement Date	[•]		
Principal Repayment Period	[•] years [including a grace period of [•] years]		
Principal Repayment Date(s)	[•]		
Maturity Date	[•]		
Interest Rate	Fixed	Maximum [•] <i>per annum</i>	
	Floating	Reference Rate:	[[•]-month EURIBOR/INSERT ANY OTHER REFERENCE RATE] <i>per annum</i>
		Spread	Maximum [•] basis points
Interest Period	[Quarterly] [Semi-annually] in arrears		
Interest Payment Dates	The interest payment will take place on [•] every year and for the first time on [•]		
Day Count Convention	Modified Following Business Day Convention		
Business Day	[•]		
Borrower's Account	Beneficiary's Name	[•]	
	Beneficiary's Bank	Name	[•]
		City	[•]
		SWIFT	[•]
		IBAN	[•]
		Reference	[•]
	Correspondent Bank (if applicable)	Name	[•]
		City	[•]
		SWIFT	[•]
IBAN		[•]	

[•], on [•].

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

<sup>2</sup> [In case of Sub-Tranches, a separate table shall indicate the Amount, Principal Repayment Period, Principal Repayment Date(s), Interest Rate, Interest Period, Interest Payment Dates for each Sub-Tranche.]

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

**LD 2147 – [•] Tranche**

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

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

Currency/Amount <sup>3</sup>	[•]			
Disbursement Date	[•]			
Principal Repayment Period	[•] years [including a grace period of [•] years]			
Principal Repayment Date(s)	[•]			
Maturity Date	[•]			
Interest Rate	Fixed	[•] <i>per annum</i>		
	Floating	Reference Rate:	[[•]-month EURIBOR/INSERT ANY OTHER REFERENCE RATE] <i>per annum</i>	
		Spread	[•] basis points	
Interest Period	[Quarterly] [Semi-annually] in arrears			
Interest Payment Dates	The interest payment will take place on [•] every year and for the first time on [•]			
Day Count Convention	Modified Following Business Day Convention			
Business Day	[•]			
Borrower's Account	Beneficiary's Name	[•]		
	Beneficiary's Bank	Name	[•]	
		City	[•]	
		SWIFT	[•]	
		IBAN	[•]	
		Reference	[•]	
	Correspondent Bank (if applicable)	Name	[•]	
		City	[•]	
		SWIFT	[•]	
		IBAN	[•]	
CEB's account	Beneficiary's Name	Council of Europe Development Bank		
	Beneficiary's SWIFT	CEFPFRPP		
	Beneficiary's Bank	Name	Deutsche Bank	
		City	Frankfurt (Germany)	
		SWIFT	DEUTDEFF	
		IBAN	DE44 5007 0010 0928 7384 00	

Paris, on [•]

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

<sup>3</sup> [In case of Sub-Tranches, a separate table shall indicate the Amount, Principal Repayment Period, Principal Repayment Date(s), Interest Rate, Interest Period, Interest Payment Dates for each Sub-Tranche.]

**APPENDIX 4****Form of Certificate**

[INSERT LETTERHEAD]

To: Council of Europe Development Bank

From: [BORROWER]

Date: [NOT EARLIER THAN FIVE (5) BUSINESS DAYS BEFORE THE DISBURSEMENT REQUEST]

Subject: Framework Loan Agreement between Council of Europe Development Bank and [BORROWER] dated [●] (the “**Agreement**”).

Dear Sir or Madam,

Terms defined in the Agreement have the same meaning when used in this Certificate. For the purposes of Sub-clause 4.5 of the Agreement, we hereby certify to you as follows:

- (a) No Material Adverse Change has occurred, as compared with the situation at the date of signature of the Agreement;
- (b) No Cross-Default Event has occurred;
- (c) None of the Borrower’s Debt Instruments includes loss-of-rating, financial ratios or *pari passu* provisions that are stricter than any equivalent provision of the Agreement;
- (d) The representations and warranties to be made or repeated by us under Clause 8 of the Agreement are true in all respects; in particular, no Security has been granted to a third party in breach of Sub-clause 7.2 of the Agreement; and
- (e) No event or circumstance which could give rise to the early reimbursement, suspension or cancellation of the Loan under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations has occurred or may reasonably be expected to/is likely to occur.

For the [BORROWER]

**APPENDIX 5**

**Reporting Template (annual progress and completion reports)**

**PROJECT TITLE:** \_\_\_\_\_

**ANNUAL PROGRESS REPORT**

**REPORTING PERIOD:** dd/mm/yyyy – dd/mm/yyyy

Prepared by (name and signature) \_\_\_\_\_

Department \_\_\_\_\_

Date \_\_\_\_\_



## **Table of Contents**

### **1. Narrative Report**

- 1.1 *Summary of the Project*
- 1.2 *Activities undertaken and Results achieved*
- 1.3 *Vulnerability*
- 1.4 *Impact Prospects (to be presented in the completion report)*
- 1.5 *Communication and Visibility Activities*
- 1.6 *Deviations from the Plan and difficulties encountered, if any, and mitigation measures*
- 1.7 *Conditions precedent before disbursement*
- 1.8 *Project Specific Undertakings*
- 1.9 *Environmental and Social Safeguards*
- 1.10 *Project Specific Recommendations*

### **2. Monitoring tables**

- Table 1: Project Costs and Financing Sources*
- Table 2A: Procurement Plan*
- Table 2B: List of Awarded Contracts*
- Table 3: Implementation Schedule*
- Table 4: Output/Outcome Indicators*

## 1. Narrative Report

### 1.1 *Summary of the Project*

Title of the Project		
Objective		
Framework Loan Agreement (FLA) entry into force		
Project Implementing Structure		
Estimated project cost	Original:	Revised:
Approved CEB loan amount		
Maximum CEB financing of total eligible costs (in percentage)		
Other sources of financing		
Implementation period	Original: mm/yy-mm/yy	Revised:
Closing date for CEB loan disbursement		

### 1.2 *Activities undertaken and Results achieved*

Please describe the progress of activities in relation to the Project, including, but not limited to:

Activity	Progress and results
Land acquisition and preparation	
Studies and Design	
Procurement related activities	
Works, including photos showing the latest progress	
Equipment	
Management of environmental, social and occupational health and safety risks and related issues (information on any incident occurred; compliance and corrective actions taken)	

### 1.3 *Vulnerability*

Please describe how vulnerability factors are being addressed in this project and how the project is enhancing social cohesion defined as “the capacity of a society to

ensure the well-being of all its members, minimising disparities and avoiding marginalisation”<sup>4</sup>

Vulnerability factors are related to: (a) where people live (place-based vulnerability factors), (b) their socio-economic status (socio-economic vulnerability factors), and (c) vulnerability factors related to individual characteristics.

**1.4 Impact Prospects (to be presented in the completion report)**

Provide information and comments as appropriate on the Project’s contribution to achieving the overall objective.

**1.5 Communication and Visibility Activities**

Please inform about the communication and visibility activities (public announcements, media/newspaper articles that mention CEB and/or other partners) including links of any media events and articles.

**1.6 Deviations from the Plan and difficulties encountered, if any, and mitigation measures**

Provide information on any major constraints/deviations from the plan, especially, but not limited to, problems that risk delaying the project. Explain the reasons for such deviations and propose corrective measures in the table below.

<b>Proposed Action Plan to solve issues (if any):</b>			
<b>Constraint/ Deviation</b>	<b>Corrective Measure</b>	<b>Responsible</b>	<b>Completion Date</b>

**1.7 Conditions precedent before disbursement**

Please detail conditions yet to be fulfilled in line with Framework Loan Agreement requirements and inform on the progress in addressing the conditions.

**1.8 Project Specific Undertakings**

Please outline progress in addressing the project specific undertakings as defined in the FLA and please note per the FLA, the Borrower shall comply with the undertakings provided before the Project’s end day, except where a specific deadline with respect to such compliance is provided for herein.

The Borrower shall ensure that:

- (i) the PIE and PIU shall inform the CEB as soon as possible about any revision in the Project’s costs which exceed 10% of the initially estimated Project’s costs as set forth in Appendix 5 table 1 of the FLA;
- (ii) The Borrower through the PIE and PIU shall inform the CEB in case subsidies are needed to ensure the long-term viability of the investment, e.g.

<sup>4</sup> See CEB Strategic Framework and Council of Europe. (2008). Report of the High-Level Task Force on Social Cohesion in the 21st Century, page 14.

to cover operations and maintenance costs; the Borrower through the PIE shall ensure the availability of funds for such purposes;

(iv) The Borrower through the PIE and PIU shall ensure that further undertakings with regards to environmental and social safeguards as stipulated in Sub-clause 5.6 of the FLA are complied with;

(v) The Borrower through the PIE and PIU shall ensure that all assets and plants under the Project are permanently insured, maintained and operated in accordance with international best practices;

(vi) The Borrower through the PIE and PIU shall ensure that all the land, real property rights and permits required for the implementation of the Project are timely available;

(vii) The Borrower through the PIE and PIU shall prepare and share with the CEB – preferably before starting construction and in any case no later than end-year 2023 – an exhaustive and integrated programme covering all phases of the Project, from concept design to entry of tenants, using an appropriate / professional planning tool;

(viii) The Borrower through the PIE and PIU shall confirm – before end-year 2023 – the financing plan for the Project, including how the funding gap, if any, will be covered. A formal estimate of the value of the plot of land, on which the Project is being developed, is to be provided at the same occasion;

(ix) The Borrower through the PIE and PIU shall share as soon as available and no later than year-end 2023 the approved terms of reference for the design services for the Project, which should include design supervision during the construction phase of the Project;

(x) The Borrower through the PIE and PIU shall inform the CEB by time the first Tranche of the Loan is allocated as regards the legislation applicable regarding protection of animals used for scientific purposes, and any identified gaps with regards to the Directive 2010/63/EU on the protection of animals used for scientific purposes. The Borrower through the PIE and PIU shall also inform the CEB of any understeps taken regarding the transposition of the Directive 2010/63/EU on the protection of animals used for scientific purposes into Serbian legislation;

(xi) The Borrower through the PIE and PIU shall develop an overall waste management plan for the management of medical and hazardous waste (if any are expected to be generated) in the facilities in addition to non-medical and non-hazardous waste generated by the Project and shall share it with the CEB for information as soon as such plan becomes available and in any event before completion of the Project;

(xii) The Borrower through the PIE and PIU shall inform the CEB of the specific conditions set by the Secretariat for Environmental Protection following the Project's concept design review process;

(xiii) The Borrower through the PIE and PIU shall provide the CEB with a copy of the Energy Performance Certificate of one representative campus building at the minimum, once said Certificate has been issued ;

(xiv) The Borrower through the PIE and PIU shall undertake the following concerning the Project's alignment with the Paris Agreement:

- Include in the detailed (and final) design of the Project all measures identified in the concept design to effectively mitigate risks stemming from heatwaves and droughts (including cooling systems and water efficiency measures);

- Ensure that the maximum amount of primary energy consumed by the buildings to be developed as part of the Project for heating does not exceed the maximum limit of the "B" energy performance class, according to the different building types and the classification established in the "Regulation on the conditions, content and manner of issuing certificates on the energy properties of buildings (Official Gazette of the Republic of Serbia, no. 69/2012, 44/2018 - other laws and 111/2022)" (or the most up-to-date legislation regarding energy performance).

### **1.9 Environmental and Social Safeguards**

Please outline progress in related to the following undertakings as outlined in sub-clause 5.6. of the FLA:

- *The expropriation process conducted for the purposes of the Project shall be undertaken in line with the Environmental and Social Safeguards Standard 2, as appended in Appendix 6 hereof;*
- *A specific Project-level grievance mechanism shall be put in place for the purposes of the Project. The Borrower, through the PIU, shall put in place a system allowing it to monitor complaints and any potential issue or accident during the construction phase of the Project, and shall report to the CEB on a Project-level the complaints filed thereunder; such reporting is to be included in the Project monitoring reports to be delivered under Clause 6.1 of the Agreement.*

*Such monitoring reports shall also include specific sections on:*

- *The expropriation activities conducted for the purposes of the Project, so as to keep the CEB informed of the progress of the expropriation process, including potential complaints filed with respect to such activities; and*
- *environmental and social safeguards, where any environmental, social and / or occupational health and safety incidents that may occur and actions to manage them will be included. Any potential complaints that may be voiced in relation to the Project will also be included, as well as any actions undertaken by the Borrower related to stakeholder engagement for the Project.*

### **1.10 Project Specific Recommendations**

Please outline progress in related to addressing the following project recommendations

- (i) Set-up a thorough project risk management system, if needed with expert assistance to support the initial risk assessment and train MPI staff to manage risks throughout the project.
- (ii) Envisage support from a specialist consultant in project scheduling during the preparation phase so as to prepare a detailed and integrated programme covering all phases and scope components.
- (iii) Envisage support from a specialist consultant to cover Environmental, Social and Climate related aspects – from a safeguards perspective, as required by applicable legislation, as well as to possibly improve the project's social and environmental sustainability and results, at least during the preparation / design phase. This should include green and socially responsible procurement considerations such as, inter alia, environmental requirements as selection criterion (selection based on the life-cycle costs of the

- equipment), environmental clauses as a "performance condition" in the contracts, etc.
- (iv) Envisage support from a specialist consultant to survey the equipment market and confirm the equipment procurement strategy, with a particular focus on the justification for equipment that could be subject to direct negotiation.
  - (v) Pay particular attention to price revision mechanisms when contracting works and services, so that project costs remain sustainable in the current inflationary context.
  - (vi) In terms of animal welfare: make efforts to avoid welfare risks to animals during their required transfer; promote and implement ethical practices in relation to any animal-based research, including testing, that may take place on the campus, and undertake any activities related to use of live animals for scientific purposes on the basis of the provisions of Directive 2010/63/EU.
  - (vii) Assess gender aspects during the detailed design stage and inform the CEB of the resulting gender considerations for the project, in the monitoring reports.
  - (viii) Consider the certification of the campus buildings by an international green construction certification scheme (such as LEED, BREEAM, EDGE or other).
  - (ix) Limit the maximum amount of primary energy consumed for heating of the campus buildings so that it does not exceed the maximum limit of the "A" energy performance class, according to the classification established in "Regulation on the conditions, content and manner of issuing certificates on the energy properties of buildings (Official Gazette of RS, no. 69/2012, 44/2018 - other laws and 111/2022)" (or the most up-to-date legislation regarding energy performance).
  - (x) Assess several options for the energy mix of the campus, with different energy and electricity sources, including renewables such as photovoltaics.
  - (xi) Undertake strong stakeholder engagement during the detailed design stage to assess the social impacts of the project during the construction as well as the operational stages. The PIU shall take an oversight role in this process.

TABLE 1 - PROJECT COSTS and FINANCING SOURCES (in EUR, excluding VAT)

Country: Serbia  
Project: LD 2147 (2023)  
Project title: Bio4

Reporting cut-off date: \_\_\_\_\_

COSTS	Contract ref. number (if applicable)	Estimated costs (baseline - at the time of loan approval)	Revised costs (Date of revision: DD/MM/YYYY)	Incurred costs					% Incurred (out of revised costs)	Forecasted costs		Gross area (m2)	Unit cost per m2 of gross area (baseline - at the time of approval)	Unit cost per m2 of gross area (based on revised costs)
				2023	2024	2025	2026	Total incurred		Up to the Completion	of which in the next 12 months			
Indicative Cost Items*		(a)	(b)					(c)	(d) = (c) / (b)	(e) = (b) - (c)		(f)	(g) = (a) / (f)	(h) = (b) / (f)
<b>Land/ Government of Serbia In-kind</b>														
Land/ Government of Serbia In-kind		34,500,000												
	<b>Sub-total</b>	<b>34,500,000</b>												
<b>Pre-construction &amp; design</b>														
Preparation (incl. Demolition)		1,000,000												
Design costs		5,654,518												
	<b>Sub-total</b>	<b>6,654,518</b>												
<b>Construction, Equipment &amp; Contingencies</b>														
Component 1 - Faculty of Biology		29,418,827										22,769	1,292	
Component 2 - Faculty of Pharmacy		51,792,598										35,715	1,450	
Component 3 - Complex of the Institutes - unit 1		35,712,061										29,763	1,200	
Component 4 - Complex of the Institutes - unit 2		31,180,538										19,522	1,597	
Component 5 - Vivarium**		15,241,680										5,453	2,795	
Component 6 - Science and Technology Park and Centre for Ideas		38,297,468										25,836	1,482	
Component 7 - Central gathering place for BIO4 Campus users "Minglarium"		40,640,740										20,916	1,943	
Component 8 - Specialised Equipment		117,395,999												
	<b>Sub-total</b>	<b>359,679,912</b>										<b>159,974</b>	<b>2,248</b>	
<b>Finishing</b>														
Landscaping incl. greening buildings / roofs		4,130,100												
Above-ground parking and roads		1,792,500												
	<b>Sub-total</b>	<b>5,922,600</b>												
<b>Project Management &amp; Technical Supervision</b>														
Project Management & Technical Supervision		6,785,421												
	<b>Sub-total</b>	<b>6,785,421</b>												
	<b>TOTAL</b>	<b>413,542,451</b>												
	<b>TOTAL ELIGIBLE COSTS</b>	<b>398,300,770</b>												
										<b>% of incurred costs already financed</b>				

FINANCING SOURCES*		Estimated Baseline - at the time of loan approval	Revised Date of revision: DD/MM/YYYY	Funds received					% per financing source (actual)	Forecasted	
				2023	2024	2025	2026	Total funds received		Up to the Completion	of which in the next 12 months
	Government	198,300,770									
	CEB Loan	200,000,000									
	Other***										
	<b>TOTAL</b>	<b>398,300,770</b>							100.00%		

\* The cost items and financing sources will be further detailed/updated during implementation.

\*\* At the time of appraisal the costs of the Vivarium were not considered eligible for CEB financing as the CEB requires compliance with the (EU) Directive 2010/63/EU as amended by Regulation (EU) 2019/1010 of the European Parliament and of the Council on the protection of animals used for scientific purposes, therefore they are not included in the total eligible project costs

\*\*\* Please name the other sources of funding and add more rows if required





**TABLE 3 - IMPLEMENTATION SCHEDULE**

Country: Serbia  
 Project: LD 2147 (2023)  
 Project title: Bio4

Reporting cut-off date: \_\_\_\_\_

Activities (indicative list, subject to revision)		2023				2024				2025				2026				% of completion
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
<b>Sub-project 1. Faculty of Biology, University of Belgrade</b>																		
1.	Design (development and review)	Baseline*																
		Actual **																
2.	Tender for works (development of tender dossier, tendering, evaluation and contract signature)	Baseline																
		Actual																
3.	Construction	Baseline																
		Actual																
4.	Tender for equipment/furniture (development of tender dossier, tendering, evaluation and contract signature)	Baseline																
		Actual																
5.	Installation of equipment/furniture	Baseline																
		Actual																
6.	Technical control / Faculty becomes fully operational	Baseline																
		Actual																
<b>Sub-project 2. Faculty of Pharmacy, University of Belgrade</b>																		
1.	Design (development and review)	Baseline*																
		Actual **																
2.	Tender for works (development of tender dossier, tendering, evaluation and contract signature)	Baseline																
		Actual																
3.	Construction	Baseline																
		Actual																
4.	Tender for equipment/furniture (development of tender dossier, tendering, evaluation and contract signature)	Baseline																
		Actual																
5.	Installation of equipment/furniture	Baseline																
		Actual																
6.	Technical control / Faculty becomes fully operational	Baseline																
		Actual																
<b>Sub-project 3. Complex of the Institute - unit I</b>																		
1.	Design (development and review)	Baseline*																
		Actual **																
2.	Tender for works (development of tender dossier, tendering, evaluation and contract signature)	Baseline																
		Actual																
3.	Construction	Baseline																
		Actual																
4.	Tender for equipment/furniture (development of tender dossier, tendering, evaluation and contract signature)	Baseline																
		Actual																
5.	Installation of equipment/furniture	Baseline																
		Actual																
6.	Technical control / Faculty becomes fully operational	Baseline																
		Actual																
<b>Sub-project 4. Complex of the Institute - unit II</b>																		
1.	Design (development and review)	Baseline*																
		Actual **																
2.	Tender for works (development of tender dossier, tendering, evaluation and contract signature)	Baseline																
		Actual																
3.	Construction	Baseline																
		Actual																
4.	Tender for equipment/furniture (development of tender dossier, tendering, evaluation and contract signature)	Baseline																
		Actual																
5.	Installation of equipment/furniture	Baseline																
		Actual																
6.	Technical control / Faculty becomes fully operational	Baseline																
		Actual																
<b>Sub-project 5. Vivarium</b>																		
1.	Design (development and review)	Baseline*																
		Actual **																
2.	Tender for works (development of tender dossier, tendering, evaluation and contract signature)	Baseline																
		Actual																
3.	Construction	Baseline																
		Actual																
4.	Tender for equipment/furniture (development of tender dossier, tendering, evaluation and contract signature)	Baseline																
		Actual																
5.	Installation of equipment/furniture	Baseline																
		Actual																
6.	Technical control / Campus becomes fully operational	Baseline																
		Actual																
<b>Sub-project 6. Science and Technology Park and Centre for Ideas</b>																		
1.	Design (development and review)	Baseline*																
		Actual **																
2.	Tender for works (development of tender dossier, tendering, evaluation and contract signature)	Baseline																
		Actual																
3.	Construction	Baseline																
		Actual																
4.	Tender for equipment/furniture (development of tender dossier, tendering, evaluation and contract signature)	Baseline																
		Actual																
5.	Installation of equipment/furniture	Baseline																
		Actual																
6.	Technical control / Campus becomes fully operational	Baseline																
		Actual																
<b>Sub-project 7. Central gathering place for Bio4 Campus users</b>																		
1.	Design (development and review)	Baseline*																
		Actual **																
2.	Tender for works (development of tender dossier, tendering, evaluation and contract signature)	Baseline																
		Actual																
3.	Construction	Baseline																
		Actual																
4.	Tender for equipment/furniture (development of tender dossier, tendering, evaluation and contract signature)	Baseline																
		Actual																
5.	Installation of equipment/furniture	Baseline																
		Actual																
6.	Technical control / Faculty becomes fully operational	Baseline																
		Actual																

\*Baseline implementation plan = plan presented in the FLA  
 \*\*Actual implementation plan = revised plan at the time of reporting

TABLE 4 - INDICATIVE PROJECT INDICATORS (to be further developed)

TABLE 4 - INDICATIVE PROJECT INDICATORS (to be further developed)					
<b>Country: Serbia</b>					
<b>Project: LD 2147 (2023)</b>					
<b>Project title: Bio4</b>					
					Reporting cut-off date: _____
INDICATOR	Unit	Baseline (current) if applicable	Project Target	Achieved at completion	Comments
<b>OUTPUT INDICATORS</b>					
Area built	m <sup>2</sup>				
Area built by type (office, labs, educational space, conference room, sports facility, kindergarten, catering space...)	m <sup>2</sup>				
Area built representing new facility / replacement of existing facility / extension of existing facility, including name of institution(s) concerned	m <sup>2</sup>				
Capacity, by user type e.g. number of students, PhDs, teachers, professionals (private company workers) And New Users (e.g. of the various new services/agencies tbd)	Number of persons				
Equipment supplied under the Project, by relevant type	Number and €				
Population living in the direct vicinity of the Campus (define distance e.g. 2km?)	Number of households				
Including share of "vulnerable" population (to be defined further)	Number of households				
Number of new patents targeted and value (if available)	Number and €				
Number and value of grants targeted	Number and €				
Job opportunities / vacancies created by the Campus	Number				
Jobs actually taken by target population	Number				
Number of new patents obtained and value see above	Number				
Number of grants obtained and value see above	Number				
Number of private corporates leasing space at BIO4 campus, distinguishing national from international, and company size (micro-/start-up, SME, mid-cap, and why not Large)	Number				
Number of employees of the private corporates leasing space within BIO4 campus	Number				
<b>VULNERABILITY INDICATORS</b>					
Number of scholarships based on income criteria	number				
Number of traineeships based on vulnerability criteria (e.g. disability)	number				
<b>GENDER IMPACT</b>					
Number of female students	number				
Number of female PhDs	number				
Number of full-time female research professionals	number				
Number of female-owned start-ups	number				
<b>CLIMATE ACTION</b>					
Energy Performance Certificate targeted	A, B or C				
Energy performance of each building	kWh/m <sup>2</sup> /year				

**APPENDIX 6:****ESSS 2 – Land acquisition, economic displacement and involuntary resettlement****INTRODUCTION**

1. Involuntary resettlement resulting from project-induced land acquisition and/or restrictions on land-use covers:

- 1.1 Physical displacement (relocation or loss of shelter); and
- 1.2 Economic displacement (loss of assets or resources, and/or loss of access to assets or resources that leads to loss of income sources or means of livelihood)

2. Resettlement is involuntary when affected persons do not have the right to refuse land acquisition, or restrictions on land use, that result in displacement. This concerns:

- 2.1 Lawful expropriation or restrictions on land use based on eminent domain;
- 2.2 Negotiated settlements in which the buyer can resort to expropriation or impose legal restrictions on land use if negotiations with the seller fail.

3. Involuntary resettlement needs to be managed appropriately to avoid:

- 3.1 Lasting hardship and impoverishment for affected persons, damage to the environment, and adverse socio-economic impacts in host communities;
- 3.2 Adverse effects on project implementation, including budget overruns, litigation and reputational risk.

4. The objectives of ESSS 2 are to:

- 4.1 Avoid or, when unavoidable, minimise, involuntary resettlement by exploring alternative project options;
- 4.2 Mitigate adverse social and economic impacts from project induced land acquisition or restrictions on affected persons' use of, and access to, assets and land;
- 4.3 Restore or, where possible, improve the livelihoods and standards of living of displaced persons to pre-displacement levels;
- 4.4 Improve living conditions among physically displaced persons through the provision of adequate housing.

**SCOPE AND APPLICATION**

5. ESSS 2 applies if the project's due-diligence process indicates that the project would involve Involuntary Resettlement (including Involuntary Resettlement in the recent past or foreseeable future that is directly linked to the project).

6. This ESSS does not apply to resettlement resulting from voluntary land transactions (market transactions in which the seller is not obliged to sell and the buyer cannot resort to expropriation or to other compulsory procedures if negotiations fail) and where such a transaction affects only those with legal rights.

**REQUIREMENTS**

7. The borrower is required to pro-actively manage project-related land acquisition, economic displacement and involuntary resettlement and to ensure that the actions indicated in the following paragraphs are undertaken and documented.

**Avoiding/minimising involuntary resettlement**

8. Consider feasible alternative project options to avoid or at least minimise physical and/or economic displacement, while balancing environmental, social, and economic costs and benefits.

### **Scope and Planning**

9. Determine the required scope of Involuntary Resettlement planning, through a survey of land and assets, a full census of persons to be displaced, and an evaluation of socio-economic conditions specifically related to Involuntary Resettlement risks and adverse impacts. This establishes baseline information on assets, productive resources and status of livelihoods. Include consideration of customary rights and collective or communal forms of land tenure. Take gender into account in conducting the above.

10. Ensure that the resettlement planning process and documentation is proportional to the extent and degree of the impacts. The degree of impacts is determined by: (a) the scope of physical and economic displacement; and (b) the vulnerability of the persons to be displaced by the project.

11. Review the host country's legal framework applicable to project-related land acquisition, economic displacement and involuntary resettlement and analyse potential gaps with the ESSS 2 and propose an approach to address these gaps in the Resettlement Plan/Framework, or Livelihood Restoration Plan/Framework.

### **Preparation of Resettlement Plan/Livelihood Restoration Plan**

12. When displacement is physical, prepare a Resettlement Plan that defines the displaced people's entitlements, income and livelihood restoration strategy, institutional arrangements, monitoring and reporting framework, budget and a time-bound implementation schedule. Involve affected persons in consultation on the resettlement plan and disclose the draft resettlement documentation in accordance with the information and consultation requirements in the ESSP.

13. The Resettlement Plan complements the broader analysis of social risks and adverse impacts in the environmental and social assessment and should provide appropriate guidance to address the specific issues associated with Involuntary Resettlement, including land acquisition, changes in land use rights, customary rights, physical and economic displacement, and potential design adjustments that may reduce the nature and/or extent of the resettlement.

14. When displacement is only economic, prepare a Livelihood Restoration Plan. Provide measures to be taken in case of disputes over compensation.

15. Where impacts on the entire displaced population are minor, or fewer than 50 households are displaced, the borrower/project promoter may, with the prior approval of the Bank, undertake the preparation of an abbreviated Resettlement Plan, covering specific elements which may be determined by the Bank. Impacts are considered "minor" if the affected persons are not physically displaced and less than 10 percent of their productive assets are lost.

### **Preparation of Resettlement Planning Framework/Livelihood Restoration Framework**

16. Subject to the Bank's agreement, and in the specific circumstances indicated in the subjacent bullets, the borrower/project promoter may undertake, as a preliminary approach to addressing project-related land acquisition, economic displacement and involuntary resettlement issues, undertake the preparation of a Resettlement Planning Framework or Livelihood Restoration Framework if:

16.1 the project is likely to involve Involuntary Resettlement but consists of a programme or series of activities the details of which are not yet identified at the time the project is approved by the CEB; or

16.2 the Bank determines that the environmental and social safeguard assessment of identified project activities involving Involuntary Resettlement may be conducted using a phased approach.

17. The Resettlement Planning Framework or Livelihood Restoration Framework should be prepared as early as possible in the project planning stage and should contain at least the following elements:

17.1 Review of the host country's legal framework applicable to project-related land acquisition, economic displacement and involuntary resettlement and analysis of potential gaps with the ESSS;

17.2 Arrangements foreseen for the preparation of specific Resettlement Plans or Livelihood Restoration Plans where appropriate;

17.3 Budgetary provisions to cover the potential costs of project-related land acquisition, economic displacement and involuntary resettlement.

### **Consultations**

18. Carry out meaningful consultations with persons who will be displaced by the project, host communities and relevant non-governmental organisations, and facilitate their informed participation in the consultations. Consult with all persons who will be displaced on their rights within the resettlement process, entitlements and resettlement options, within the resettlement process and their further participation in the process. Ensure their involvement in planning, implementation, monitoring and evaluation of the Resettlement Plan.

19. Pay particular attention to the needs of vulnerable groups, especially those below the poverty line, the landless, the elderly, women and children, and those without legal title to land, and facilitate their participation in consultations.

### **Resettlement Assistance and Social Support**

20. Provide persons displaced by the project with the necessary assistance, including the following: (a) if there is relocation, security of tenure (with tenure rights that are as strong as the rights the displaced persons had to the land or assets from which they have been displaced) of relocation land (and assets, as applicable), proper housing at resettlement sites with comparable access to employment and production opportunities, integration of resettled persons economically and socially into their host communities and extension of the project benefits to host communities to facilitate the resettlement process; (b) transitional support and development assistance, such as land development, credit facilities, training or employment opportunities; and (c) civic infrastructure and community services, as required.

21. Support the social and cultural institutions of persons displaced by the project and their host population to address resettlement. Where Involuntary Resettlement risks and impacts are highly complex and sensitive, consider implementation of a social preparation phase to build the capacity of vulnerable groups to address resettlement issues, consisting of consultation with affected persons and the host population before key compensation and resettlement decisions are made. The cost of social preparation should be included in the resettlement budget.

### **Livelihood Restoration and Standards of Living**

22. Improve, or at least restore, the livelihoods of all persons displaced by the project through: (a) where possible, land-based resettlement strategies when affected livelihoods are land-based or where land is collectively owned; or cash compensation at the replacement value for land, including transitional costs, when the loss of land does not undermine livelihoods; (b) prompt replacement of assets with assets of equal or higher value; (c) prompt compensation at the full replacement cost for assets that cannot be restored; and (d) capacity building programmes to support

improved use of livelihood resources and to enhance access to alternative sources of livelihood. Include transaction costs in determining compensation. Examine the opportunities for the provision of additional revenues and services through benefit-sharing, as the nature and objectives of the project allows.

23. Improve the standards of living for the poor and for other vulnerable groups displaced by the project, including women, children and persons with disabilities, to at least national minimum standards, including access to social protection systems. In rural areas provide these groups with legal and affordable access to land and resources, and in urban areas provide them with appropriate income sources and legal and affordable access to adequate housing.

#### **Persons without Title or Legal Rights**

24. Ensure that persons displaced by the project who are without title to land or any recognisable legal rights to land, are eligible for, and receive, resettlement assistance and compensation for loss of non-land assets, in accordance with cut-off dates established in the resettlement plan. Include them in the resettlement consultation process. Do not include compensation for these persons for the illegally settled land. Conduct land survey and census as early as possible in project preparation to establish clear cut-off dates for eligibility and to prevent encroachment. If claims have been made by these displaced persons that are currently under administrative or legal review, develop procedures to address these situations.

#### **Negotiated Settlement**

25. Develop procedures in a transparent, consistent and equitable manner if land acquisition or changes in land use rights are acquired through negotiated settlement under the project, to ensure that those persons who enter into negotiated settlements maintain the same or improve income and livelihood status.

#### **Information Disclosure**

26. Disclose the draft Resettlement Plan, or Livelihood Restoration Plan including documentation of the consultation process, in the project area, in a timely manner in accordance with the information disclosure arrangements of the ESSP. The information should be in an accessible location, in a format and language(s) understandable to persons displaced by the project and the relevant stakeholders.

27. Disclose the final version of the Resettlement Plan, or Livelihood Restoration Plan to affected persons and other stakeholders in the same manner. Regularly disclose updated environmental and social safeguard information, along with information on any relevant material changes in the project.

#### **Implementation and monitoring**

28. Design and execute Involuntary Resettlement or Livelihood Restoration activities as part of the project. Include the full costs of resettlement in the presentation of the project's costs and benefits. For a project with significant Involuntary Resettlement impacts, consider implementing the Involuntary Resettlement component of the project as a stand-alone project.

29. Provide compensation and other resettlement entitlements before any physical or economic displacement of the affected persons takes place under the project.

30. Closely supervise implementation of the Resettlement Plan or Livelihood Restoration plan throughout project implementation.

31. For projects subject to a Resettlement Plan, monitor and assess resettlement results and their impacts on the standards of living of displaced persons and whether the objectives of the Resettlement Plan have been achieved, by taking into account the baseline conditions and the results of resettlement monitoring.

32. Disclose monitoring reports in accordance with the Information Disclosure bullet above. Consider the use of suitably qualified and experienced third parties to support monitoring programmes.

**Handling of complaints from persons subject to involuntary resettlement**

33. Establish, as part of the Resettlement Plan/Framework, or Livelihood Restoration Plan/Framework a procedure which foresees the reporting and handling of concerns or complaints of persons who are subject to involuntary resettlement related to the project's implementation.

34. Assign the responsibility for the application of the complaints handling procedure to an appropriately qualified staff member<sup>5</sup> of the project management team

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<sup>5</sup> Or a number of staff members proportionate to the scale of the Project and the associated risks

## **OKVIRNI SPORAZUM O ZAJMU**

*između*

**BANKE ZA RAZVOJ SAVETA EVROPE**

*i*

**REPUBLIKE SRBIJE**

BIO4 KAMPUS PROJEKTNI ZAJAM



## SADRŽAJ

<b>1.</b>	<b>TUMAČENJE .....</b>	
1.1	DEFINICIJE .....	
1.2	STRUKTURA .....	
1.3	NASLOVI .....	
1.4	ZAOKRUŽIVANJE .....	
<b>2.</b>	<b>USLOVI.....</b>	
<b>3.</b>	<b>SVRHA.....</b>	
<b>4.</b>	<b>FINANSIJSKI USLOVI .....</b>	
4.1	IZNOS ZAJMA .....	
4.2	IZNOS ZA ISPLATU.....	
4.3	POSTUPAK ISPLATE .....	
4.4	PERIOD ISPLATE.....	
4.5	USLOVI ZA ISPLATU.....	
4.6	OTPLATA.....	
4.7	PREVREMENA OTPLATA.....	
4.8	ODREĐIVANJE KAMATE .....	
4.9	STOPA ZATEZNE KAMATE .....	
4.10	DOGAĐAJ POREMEĆAJA NA TRŽIŠTU.....	
4.11	ISPLATE .....	
<b>5.</b>	<b>SPROVOĐENJE PROJEKTA .....</b>	
5.1	OBAVEZNA BRIGA .....	
5.2	PERIOD ALOKACIJE.....	
5.3	TROŠKOVI PROJEKTA.....	
5.4	POSEBNE OBAVEZE PO PROJEKTU .....	
5.5	NABAVKA .....	
5.6	MERE ZAŠTITE U OBLASTI ŽIVOTNE SREDINE I SOCIJALNE MERE ZAŠTITE .....	
5.7	LJUDSKA PRAVA.....	
5.8	INTEGRITET .....	
5.9	TRANSPARENTNOST.....	
<b>6.</b>	<b>PRAĆENJE .....</b>	
6.1	IZVEŠTAVANJE.....	
6.2	POSETE .....	
6.3	REVIZIJA .....	
6.4	INFORMACIJE O PROJEKTU .....	
6.5	PODACI O ZAJMOPRIMCU.....	
6.6.	FINANSIJSKE ODREDBE .....	
<b>7.</b>	<b>PARI PASSU.....</b>	
7.1	RANGIRANJE.....	
7.2	SREDSTVO OBEZBEĐENJA .....	
7.3	KLAUZULA KOJA SE NAKNADNO UNOSI .....	
7.4	PREVREMENA OTPLATA TREĆIM LICIMA.....	
<b>8.</b>	<b>IZJAVE I GARANCIJE .....</b>	
<b>9.</b>	<b>TREĆA LICA.....</b>	
<b>10.</b>	<b>NEODRICANJE .....</b>	
<b>11.</b>	<b>PRENOS .....</b>	
<b>12.</b>	<b>NEZAKONITOST .....</b>	
<b>13.</b>	<b>BEZ PRIMENE ODREDBE ZBOG PROMENE OKOLNOSTI.....</b>	
<b>14.</b>	<b>MERODAVNO PRAVO .....</b>	
<b>15.</b>	<b>SPOROVI.....</b>	
<b>16.</b>	<b>ZAŠTITA PODATAKA .....</b>	

17.	OBAVEŠTENJA.....
18.	POREZI I RASHODI.....
19.	ISPLAĆIVANJE .....
20.	STUPANJE NA SNAGU.....
	PRILOG 1 .....
	PRILOG 2 .....
	PRILOG 3.....
	PRILOG 4.....
	PRILOG 5.....
	PRILOG 6.....

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

i

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

#### **WHEREAS**

- (A) Imajući u vidu da je zahtev za zajam podnet od strane Republike Srbije 14. februara 2023. godine, i odobren od Administrativnog saveta BRSE-a 16. marta 2023. godine.
- (B) Imajući u vidu Treći protokol od 6. marta 1959. godine Opšteg sporazuma o povlasticama i imunitetu Saveta Evrope od 2. septembra 1949. godine,
- (C) Imajući u vidu Propise o zajmu BRSE, koji su usvojeni Rezolucijom Administrativnog saveta BRSE 1587 (2016) (u daljem tekstu "**Propisi o zajmu**"),
- (D) Imajući u vidu Politiku BRSE o zajmovima i finansiranju projekata, koja je usvojena Rezolucijom Administrativnog saveta BRSE 1646 (2022) (u daljem tekstu, "**Kreditna politika**"),
- (E) Imajući u vidu Politiku o zaštiti životne sredine i merama socijalne zaštite BRSE, koja je usvojena Rezolucijom Administrativnog saveta BRSE 1588 (2016) (u daljem tekstu „**Politika o zaštiti životne sredine i merama socijalne zaštite**”),
- (F) Imajući u vidu Smernice o nabavkama BRSE, koje je usvojio Administrativni savet BRSE septembra 2011. godine (u daljem tekstu, "**Smernice o nabavkama**"),
- (G) Imajući u vidu Uredbu o zaštiti podataka BRSE, kako je usvojena Rezolucijom 1639 (2022) Administrativnog saveta BRSE (u daljem tekstu „Uredba o zaštiti podataka“),
- (H) Imajući u vidu Povelju o antikorupciji BRSE, usvojenu od strane Administrativnog saveta BRSE Rezolucijom 1628 (2021), i
- (I) Imajući u vidu Politiku BRSE o neusaglašenim/nekooperativnim jurisdikcijama, usvojenu Rezolucijom Administrativnog saveta BRSE-a 1630 (2021)

#### **OVIM SE DOGOVARAJU O SLEDEĆEM:**

## 1. TUMAČENJE

### 1.1 Definicije

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

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

“**Alokacija**” označava raspoređivanje Tranše od strane Zajmoprimca na kvalifikovane sastavne delove Projekta čak i ako takva Tranša još nije isplaćena u skladu sa Projektom.

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

„**BIO4**“ označava BIO4 doo, društvo sa ograničenom odgovornošću regulisano zakonom Srbije, sa sedištem u Nemanjinoj 11, Beograd i registrovano u Agenciji za privredne registre pod brojem 21933414, u potpunom vlasništvu i kontrolisanom od strane Zajmoprimca u nadležnosti Ministarstva nauke, tehnološkog razvoja i inovacija, a posebno osnovana od strane Zajmoprimca za potrebe Projekta.

“**Radni dan**” označava u odnosu na plaćanja u evrima, dan kada funkcioniše TARGET 2 (Transevropski automatski sistem ekspresnog transfera bruto plaćanja u realnom vremenu).

„**Potvrda**“ ima značenje određeno u potklauzuli 4.5 i forma je data u Prilogu 4 ovog sporazuma.

“**Datum zaključenja zajma**” označava datum koji je određen u Prilogu 1 ovog sporazuma posle kojeg ne može biti daljih isplata iz Zajma. Taj datum može biti promenjen nakon pisane saglasnosti obe Strane, putem razmene pisama.

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

„**Događaj neispunjenja obaveza**“ ima značenje navedeno u potklauzuli 6.6.

“**Valuta**” označava, u svrhe Sporazuma, evro.

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

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

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

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

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

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

“**Datum stupanja na snagu**” označava datum stupanja na snagu Sporazuma kao rezultat klauzule 20.

“**EU**” označava Evropsku uniju.

“**EURIBOR**” označava procentualnu stopu koju navodi bilo koji dobavljač finansijskih vesti prihvatljiv za BRSE na ili oko 11:00 sati po vremenu u Briselu na Datum utvrđivanja kamate kao evro-finansijske stope finansiranja kojom upravlja Evropski institut za tržište novca (ili bilo koje drugo lice koje preuzima upravljanje nad tom stopom) za isti period kao relevantni Kamatni period.

Ako relevantni Kamatni period nije isti kao period koji je naveo relevantni dobavljač finansijskih vesti, primenljivi EURIBOR će biti procentualna stopa koja je rezultat linearne interpolacije upućivanjem na dve (2) EURIBOR stope, od kojih je jedna primenljiva za period celih meseci pri čemu je sledeći kraći i druga za period celih meseci pri čemu je sledeći duži nego što je dužina relevantnog Kamatnog perioda.

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

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

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

“**Krajnji korisnici**” su definisani Prilogom 1 ovog sporazuma kao grupa koja ima koristi od socijalnih rezultata Projekta.

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

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

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

“**Prognozirani troškovi**” označavaju planirane prihvatljive troškove koji će nastati u okviru Projekta u periodu od (1) godinu dana.

„**Izveštaj o globalnom monitoringu**” ima značenje navedeno u podtački 6.1(b).

“**Nastali troškovi**” označavaju prihvatljive troškove koji su nastali radom Tela za sprovođenje projekta.

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

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

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

“**Zajam**” označava zajam koji je odobren Zajmoprimcu od strane BRSE putem Sporazumom.

“**Iznos zajma**” označava iznos definisan u potklauzuli 4.1.

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

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

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

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

„**MJU**“ označava Ministarstvo za javna ulaganja zajmoprimca.

„**MNTRI**“ označava Ministarstvo nauke, tehnološkog razvoja i inovacija Zajmoprimca.

„**Pariski sporazum**“ označava pravno obavezujući međunarodni ugovor o klimatskim promenama, koji je usvojilo 196 članica na Konferenciji UN o klimatskim promenama (COP21) u Parizu, Francuska, 12. decembra 2015. godine, a koji je stupio na snagu 4. novembra 2016. sa sveobuhvatnim ciljem da se održi „povećanje globalne prosečne temperature na znatno ispod 2°C iznad predindustrijskih nivoa“ i nastoje „da se povećanje temperature ograniči na 1,5°C iznad predindustrijskih nivoa.

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

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

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

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

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

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

“**Plan nabavke**” ima značenje koje mu je pripisano u Smernicama za nabavku.

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

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

“**Projekat**” označava kvalifikovane programe ulaganja utvrđenih u skladu sa Prilogom 1 ovog sporazuma kako bi se delimično finansirali pomoću Zajma koji je odobrio Administrativni savet BRSE sa ref. LD 2147 (2023).

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

„**Jedinica za sprovođenje projekta**“ (u daljem tekstu „**JSP**“) označava tim određen od strane TSP koji je zadužen za svakodnevno upravljanje Projektom.

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

„**Lista sankcija**” označavaju (i) bilo koje ekonomske, finansijske i trgovinske restriktivne mere i embargoe na oružje, izmenjene i dopunjene s vremena na vreme, koje je izdala EU u skladu sa poglavljem 2 odeljka V Ugovora o Evropskoj uniji, kao i članom 215 Ugovora o funkcionisanju Evropske unije, kako je dostupno na zvaničnoj

veb stranici EU<sup>1</sup> ili na bilo kojoj stranici koja je bude zamenila; ili (ii) bilo koje ekonomske, finansijske i trgovinske restriktivne mere i embargoe na oružje, izmenjene i dopunjene s vremena na vreme, koje je izdao Savet bezbednosti Ujedinjenih nacija u skladu sa članom 41. Povelje UN-a, dostupne na zvaničnoj veb stranici UN-a ili na bilo kojoj drugoj stranici koja je bude zamenila.

„**Sankcionisana lica**“ označava bilo koje fizičko ili pravno lice koje je navedeno i/ili na neki drugi način se nalazi na jednoj ili više Lista sankcija.

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

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

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

## 1.2 Struktura

Osim ukoliko kontekst ne zahteva drugačije, upućivanja na:

- (i) ovaj sporazum tumačiće se kao upućivanja na ovaj sporazum koji može biti dopunjen, izmenjen ili prepravljen s vremena na vreme;
- (ii) Strana ili bilo koje drugo lice uključuje svoje naslednike u nazivu ili one dozvoljene putem prenosa;
- (iii) “Klauzule”, “Potklauzule” i “Uvodne izjave” tumačiće se kao upućivanja na klauzule, potklauzule i uvodne izjave pojedinačno u ovom sporazumu; i
- (iv) reči koje su u jednini uključivaće i množinu i obrnuto.

## 1.3 Naslovi

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

## 1.4 Zaokruživanje

U svrhe obračuna iz ovog sporazuma:

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<sup>1</sup> [http://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\\_en](http://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en).

- (i) svi procenti koji predstavljaju rezultat navedenih obračuna sem onih koji su utvrđeni kroz upotrebu interpolacije biće zaokruženi, po potrebi, na najbliži stohiljaditi deo procentnog poena (na primer 9,876541% (ili ,09876541) se zaokružuju na 9,87654% (ili ,0987654) i 9,876545% (ili ,09876545) se zaokružuju na 9,87655% (ili ,0987655));
- (ii) svi procenti utvrđeni kroz upotrebu linearne interpolacije upućivanjem na dve (2) relevantne Referentne kamatne stope biće zaokruženi, po potrebi, u skladu sa metodom utvrđenom u pododjeljku (a) iznad, ali u istom stepenu tačnosti kao i dve (2) stope koje se koriste za određivanje (osim kada navedeni procenti neće biti zaokruženi na niži nivo tačnosti nego što je najbliži hiljaditi deo procentnog poena (0,001%)); i
- (iii) svi iznosi valuta koji se koriste ili predstavljaju rezultat gorenavedenih kalkulacija biće zaokruženi, osim ako je drugačije naznačeno u relevantnoj definiciji valute, na najbliža dva decimalna mesta relevantne valute (sa ,005 koje se zaokružuje prema gore (na primer, ,674 se zaokružuje na ,67, dok se ,675 zaokružuje na ,68).

## 2. USLOVI

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

## 3. SVRHA

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

Sredstva Zajma ne mogu se koristiti za plaćanje poreza (uključujući PDV), carina i drugih taksi.

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

## 4. FINANSIJSKI USLOVI

### 4.1 Iznos Zajma

Iznos Zajma je:

DVE STOTINE MILIONA EVRA

EUR 200,000,000

### 4.2 Iznos za isplatu

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

Iznos svake Tranše, izuzev prve, biće utvrđen u skladu sa Nastalim troškovima i Prognoziranim troškovima. Iznos prve Tranše neće prekoračiti dvadeset pet procenata (25%) Iznosa zajma.

### 4.3 Postupak isplate

Isplata svake tranše utvrđuje se putem sledeće procedure:

- (a) Zahtev za isplatu

Pre svake isplate i nakon prethodne konsultacije sa BRSE, Zajmoprimac će podneti BRSE zahtev za isplatu koji je suštinski u obliku koji je utvrđen u skladu sa Prilogom 3 ovog sporazuma (u daljem tekstu “**Zahtev za isplatu**”).



Zahtev za isplatu će utvrditi sledeće:

- (i) Valutu(e) i iznos(e) Tranše;
  - (ii) Datum isplate; navedeni datum isplate biće Radni dan koji pada barem pet (5) Radnih dana nakon datuma podnošenja Zahteva za isplatu;
  - (iii) Datum(e) za otplatu glavnice, uključujući Datum dospeća, uzimajući u obzir da Period za otplatu glavnice za svaku Tranšu neće prekoračiti dvadeset (20) godina uključujući period počeka koji neće biti duži od pet (5) godina;
  - (iv) Maksimalnu fiksnu kamatnu stopu ili maksimalan raspon u odnosu na Referentnu kamatnu stopu;
  - (v) Kamatni period i Datume plaćanja kamate;
  - (vi) Konvenciju za utvrđivanje dana i Radne dane; i
  - (vii) Račun Zajmoprimca za plaćanja.
  - (viii) Svaki Zahtev za isplatu koji je isporučen BRSE biće neopoziv, osim ako je drugačije dogovoreno u pisanom obliku od strane BRSE.
- (b) Obaveštenje o isplati

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

Obaveštenje o isplati će navoditi sledeće:

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

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

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

#### 4.4 Period isplate

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

- (i) podnošenje Zahteva za isplatu prve Tranše posle dvanaest (12) meseci nakon što Strane potpišu Sporazum;
- (ii) podnošenje bilo kakvog dodatnog Zahteva za isplatu nakon osamnaest (18) meseci od poslednje isplate; ili

- (iii) podnošenje bilo kakvog dodatnog Zahteva za isplatu nakon dana koji pada petnaest (15) Radnih dana pre Datuma zaključenja zajma.

#### 4.5 Uslovi za isplatu

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

- (i) Pravno mišljenje na engleskom jeziku koje izdaje Ministarstvo pravde Zajmoprimca koje potvrđuje na zadovoljavajući način za BRSE, suštinski u obliku koji je utvrđen u Prilogu 2 ovog sporazuma, da je Sporazum uredno potpisan od strane ovlašćenih predstavnika Zajmoprimca i da je Sporazum važeći, obavezujući i izvršiv u skladu sa njegovima uslovima u jurisdikciji koja je važeća za Zajmoprimca.
- (ii) Dokaz na engleskom jeziku (na primer, punomoćje, itd.) na zadovoljavajući način za BRSE o licu (licima) koja su ovlašćena da potpišu Sporazum i Zahteve za isplatu u ime Zajmoprimca, zajedno sa overenim kartonom deponovanih potpisa takvog (takvih) lica;
- (iii) Potvrda od Zajmoprimca u formi datoj u Prilogu 4 ovog sporazuma, potpisanoj od strane lica ovlašćenih da potpisuju Zahteve za isplatu u ime Zajmoprimca i datirana na datum koji pada ne ranije od pet (5) Radnih dana pre Zahteva za isplatu.
- (iv) Zajmoprimac će, preko MNTRI i MJU, predati BRSE-u, na odobrenje, Plan nabavki u formatu i sadržaju koji je zadovoljavajući za BRSE.
- (v) Zajmoprimac će, preko MNTRI, potvrditi Bio4 strukturu upravljanja, što predstavlja korisnika Projekta i njegovu organizacionu šemu. Dalje, Zajmoprimac će, preko MNTRI, potvrditi strukturu upravljanja za implementaciju Projekta.
- (vi) Zajmoprimac će, preko MJU, potvrditi PIU organizacionu šemu u okviru MJU, uključujući da li zaposleni u PIU imaju puno ili skraćeno radno vreme za implementaciju Projekta (zajedno sa jasnom naznakom udela vremena posvećenog realizaciji Projekta, za zaposlene sa skraćenim radnim vremenom).
- (vii) Zajmoprimac će, preko MNTRI, pružiti konsolidovani prikaz očekivane dobiti i gubitka za BIO4, na osnovu najnovijih pretpostavki.

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

- (i) Dokaz na engleskom jeziku (na primer, Punomoćje, itd.) na zadovoljavajući način za BRSE o licu (licima) koja su ovlašćena da potpišu Zahteve za isplatu u ime Zajmoprimca, zajedno sa overenim kartonom deponovanih potpisa takvog (takvih) lica.
- (ii) Izveštaj o napretku kojim se potvrđuje, na zadovoljavajući način za BRSE, potpuna Alokacija prethodne Tranše;
- (iii) Potvrda od Zajmoprimca u formi datoj u Prilogu 4 ovog sporazuma, potpisanoj od strane lica ovlašćenih da potpisuju Zahteve za isplatu u ime Zajmoprimca i datirana na datum koji pada ne ranije od pet (5) Radnih dana pre Zahteva za isplatu.

#### 4.6 Otplata

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

## 4.7 Prevrēmena otplata

### (a) Mehanizam

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

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

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

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

### (b) Troškovi prevremene otplate

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

## 4.8 Određivanje kamate

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

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

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

#### 4.9 Stopa zatezne kamate

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

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

#### 4.10 Događaj poremećaja na tržištu

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

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

- (a) Relevantni dobavljač finansijskih vesti pod definicijom EURIBOR nije naveo bilo koju procentualnu stopu ili njegova odgovarajuća strana sa objavljenom stopom nije dostupna.

U takvom Događaju poremećaja na tržištu, primenljivi EURIBOR predstavljaće procentualnu godišnju kamatnu stopu koju je utvrdila BRSE kao aritmetičku sredinu stopa pri kojima se zajmovi u evrima, u iznosu koji je identičan ili najbliže uporediv

sa iznosom predmetnog zajma i za period koji je identičan ili najbliže uporediv sa odnosnim Kamatnim periodom, nude na Datum utvrđivanja kamate tri (3) vodeće banke na međubankarskom tržištu EU koje je odabrala BRSE. Ako postoje barem dva (2) kotiranja, primenljivi EURIBOR za taj Datum utvrđivanja kamate predstavljaće aritmetičku sredinu datih kotiranja.

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

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

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

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

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

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

- (i) Ako Zajmoprimac to zahteva, Strane, delujući u dobroj veri, stupaju u pregovore u periodu ne dužem od trideset (30) kalendarskih dana da bi se dogovorile o alternativni za primenljivi EURIBOR. Ako ne dođe do

dogovora, Zajmoprimac može da nastavi sa prevremenom otplatom na sledeći Datum isplate kamate pod uslovima definisanim u potklauzuli 4.7.

- (ii) BRSE ima pravo, delujući u dobroj veri i konsultujući se sa Zajmoprimcem u meri koja je razumno izvodljiva, da promeni trajanje sledećeg Kamatnog perioda na trideset (30) kalendarskih dana ili manje, tako što će Zajmoprimcu da pošalje obaveštenje o tome. Svaka takva promena Kamatnog perioda će postati važeća na datum koji je definisala BRSE u navedenom obaveštenju.
- (iii) Da bi se izbegla bilo kakva sumnja, stavke (i) i (ii) iznad će se odnositi samo na okolnosti kada Zajmoprimac plaća kamatu na glavnica neotplaćene Tranše po Varijabilnoj kamatnoj stopi.

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

#### **4.11 Isplate**

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

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

Sve isplate koje će Zajmoprimac izvršiti prema ovom sporazumu će se izračunavati i izvršiti bez (i oslobođene od bilo kakvog odbitka za) poravnanja ili protivtužbe.

Ako BRSE primi uplatu koja je nedovoljna za isplatu svih dospelih i naplativih iznosa od strane Zajmoprimca prema ovom sporazumu, BRSE će primeniti tu uplatu na ili prema plaćanju:

- (i) prvo, bilo kojih naknada, troškova, taksi ili izdataka dospelih, ali neplaćenih po ovom sporazumu;
- (ii) drugo, bilo koja obračunata kamata, dospela, ali neplaćena po ovom sporazumu,
- (iii) treće, bilo koja glavnica dospela, ali neplaćena po ovom sporazumu; i
- (iv) četvrto, bilo koji drugi iznos dospeo, ali neplaćen po ovom sporazumu.

## **5. SPROVOĐENJE PROJEKTA**

Zajmoprimac će sprovesti Projekat u skladu sa Sporazumom.

Zajmoprimac je odredio MNTRI kao Telo za sprovođenje projekta (TSP), MJU kao jedinicu za sprovođenje projekta (JSP), [i BIO4 kao korisnika projekta]. MJU su povereni specifični zadaci implementacije, uključujući, ali ne ograničavajući se na nabavku, upravljanje konsultantima, finansijsko upravljanje (računovodstvo i plaćanja), izveštavanje, evaluaciju, praćenje i kontrolu. Sagovornik za koordinaciju projekta iz MJU će organizovati projektne aktivnosti među svim zainteresovanim stranama i izveštavati BRSE.

TSP i JSP će obezbediti adekvatnu opremljenost odgovarajućim osobljem i opremom tokom celog perioda implementacije Projekta, na zadovoljavajući način za BRSE.

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

Neuspeh da se ispoštuju obaveze utvrđene ovim sporazumom u skladu sa klauzulom 5 predstavljao bi, bez obzira na bilo koju drugu primenljivu odredbu Propisa o zajmu, događaj u smislu člana 3.3 (h) Propisa o zajmu i može dovesti do (i) relevantnog troška ugovora proglašenog neprihvatljivim za Alokaciju prema Projektu; i/ili (ii) do prevremene otplate, obustave ili otkaza Zajma, u celosti ili delimično, u skladu sa uslovima članova 3.3 (Prevremena otplata isplaćenih zajmova), 3.5 (Obustava neisplaćenih zajmova od strane Banke) i 3.6 (Otkazivanje od strane Banke isplate neisplaćenih zajmova) Propisa o zajmu.

### **5.1 Obavezna briga**

Zajmoprimac će putem TSP i JSP pokazati maksimalnu brigu i pažnju, i primeniće sva uobičajeno korišćena sredstva (uključujući, ali se ne ograničavajući na pravna, finansijska, upravljačka i tehnička) potrebna za valjano sprovođenje Projekta.

### **5.2 Period alokacije**

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

Ako Tranša koju je isplatila BRSE nije dodeljena Projektu ili mu je dodeljena delimično tokom Perioda alokacije, Zajmoprimac će izvršiti prevremenu otplatu nealociranih iznosa na sledeći Datum plaćanja kamate u skladu uslovima u potklauzuli 4.7, osim ukoliko se drugačije ne dogovore Zajmoprimac i BRSE.

### **5.3 Troškovi Projekta**

Tranše isplaćene u vezi sa Zajmom neće prekoračiti pedeset zarez dva procenta (50.2%) ukupnih kvalifikovanih troškova Projekta određenih u Prilogu 1 ovog sporazuma. Ako Tranše isplaćene u vezi sa Zajmom prekorače gore pomenutih 50.2% (umanjenjem ukupnih kvalifikovanih troškova ili na drugi način), Zajmoprimac će izvršiti prevremenu otplatu viška na sledeći Datum plaćanja kamate u skladu sa uslovima u potklauzuli 4.7.

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

### **5.4 Specifični poduhvati projekta**

Zajmoprimac će obezbediti da:

- (i) TSP i JSP će obavestiti BRSE što je pre moguće o svakoj reviziji troškova Projekta koji premašuju 10% prvobitno procenjenih troškova Projekta kako je navedeno u Dodatku 5 tabele 1;
- (ii) Zajmoprimac preko TSP i JSP će obavestiti BRSE u slučaju da su subvencije potrebne da bi se obezbedila dugoročna održivost investicije, npr. za pokrivanje troškova poslovanja i održavanja; Zajmoprimac će preko PIE obezbediti raspoloživost sredstava za te namene;
- (iii) Zajmoprimac preko TSP i JSP će obezbediti da se postupe u skladu sa daljim obavezama u vezi sa zaštitama životne sredine i društva, kako je navedeno u podtački 5.6.
- (iv) Zajmoprimac preko TSP i JSP će osigurati da sva imovina i postrojenja u okviru Projekta budu trajno osigurani, održavani i funkcionisani u skladu sa najboljom međunarodnom praksom;
- (v) Zajmoprimac će preko TSP i JSP osigurati da sva zemljišta, prava na nepokretnu imovinu i dozvole potrebne za implementaciju Projekta budu blagovremeno dostupni;
- (vi) Zajmoprimac će preko TSP i JSP pripremiti i podeliti sa BRSE – po mogućnosti pre početka izgradnje i u svakom slučaju najkasnije do kraja 2023. godine – iscrpan i integrisan program koji pokriva sve faze Projekta, od idejnog dizajna do ulazak stanara, korišćenjem odgovarajućeg / profesionalnog alata za planiranje;
- (vii) Zajmoprimac će preko TSP i JSP potvrditi – pre kraja 2023. godine – plan finansiranja za Projekat, uključujući način na koji će nedostatak finansiranja, ako postoji, biti pokriven. Istom prilikom se dostavlja i formalna procena vrednosti zemljišne parcele na kojoj se radi;
- (viii) Zajmoprimac će preko TSP i JSP, čim budu dostupni, a najkasnije do kraja 2023. godine, podeliti odobreni projektni zadatak za usluge projektovanja za Projekat, koji treba da uključuje nadzor projektovanja tokom faze izgradnje Projekta;
- (ix) Zajmoprimac će preko TSP i JSP obavestiti BRSE do trenutka dodele prve tranše zajma u vezi sa zakonodavstvom koje se primenjuje u vezi sa zaštitom životinja koje se koriste u naučne svrhe, i svim identifikovanim nedostacima u vezi sa Direktivom 2010/63. /EU o zaštiti životinja koje se koriste u naučne svrhe. Zajmoprimac će preko TSP i JSP takođe obavestiti BRSE o svim nedostacima preduzetim u vezi sa transpozicijom Direktive 2010/63/EU o zaštiti životinja koje se koriste u naučne svrhe u srpsko zakonodavstvo;
- (x) Zajmoprimac će preko TSP i JSP razviti sveobuhvatni plan upravljanja otpadom za upravljanje medicinskim i opasnim otpadom (ako se očekuje da će nastati) u objektima pored nemedicinskog i neopasnog otpada koji proizvodi projekat i podeliće ga sa radi informacija čim takav plan postane dostupan i u svakom slučaju pre završetka Projekta;
- (xi) Zajmoprimac će preko TSP i JSP obavestiti BRSE o specifičnim uslovima koje je postavio Sekretarijat za zaštitu životne sredine nakon procesa revizije koncepta projekta;
- (xii) Zajmoprimac će preko TSP i JSP dostaviti BRSE kopiju sertifikata o energetskim performansama najmanje jedne reprezentativne zgrade kampusa, nakon što se pomenuti sertifikat izda;
- (xiii) Zajmoprimac preko TSP i JSP će preduzeti sledeće u vezi sa usklađivanjem Projekta sa Pariskim sporazumom:
  - Uključiti u detaljni (i konačni) dizajn Projekta sve mere identifikovane u idejnom projektu za efikasno ublažavanje rizika

koji proizilaze iz toplotnih talasa i suša (uključujući sisteme za hlađenje i mere efikasnosti vode);

- Osigurati da maksimalna količina primarne energije koju troše zgrade koje će se razvijati kao deo Projekta za grejanje ne prelazi maksimalnu granicu klase energetske performansi „B“, prema različitim tipovima zgrada i klasifikaciji utvrđenoj u „Uredba o uslovima, sadržini i načinu izdavanja sertifikata o energetskim svojstvima zgrada (Sl. glasnik RS, br. 69/2012, 44/2018 – dr. zakoni i 111/2022)“ (ili najviše do -ažurno zakonodavstvo u vezi sa energetskim performansama).

Zajmoprimac će se pridržavati obaveza predviđenih u ovoj podtački 5.4 pre dana završetka Projekta, osim kada je predviđen poseban rok u pogledu takve usklađenosti.

## 5.5 Nabavke

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

Zajmoprimac će sprovesti sve procedure nabavke u skladu sa zakonima o javnim nabavkama Republike Srbije. Zajmoprimac će posebno obezbediti da svaka strana koja ima interes da dobije određeni ugovor koji će se finansirati u okviru Projekta ima pristup postupcima revizije i pravnim lekovima predviđenim zakonima Republike Srbije.

Da bi bili podobni za finansiranje prema Zajmu, nabavka radova, usluga i robe koja se vrši u skladu sa gore navedenim biće u skladu sa Smernicama za nabavku. Konkretno, Plan nabavki (iz razloga jer je takav pojam definisan u Smernicama o nabavkama) (i svako njegovo ažuriranje) sa naznakom metoda nabavke za svaki ugovor dostavlja se BRSE-u na odobrenje. Nakon prijema, BRSE će obavestiti Zajmoprimca o obimu ispitivanja koji će BRSE izvršiti za svaki ugovor.

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

Zajmoprimac će putem TSP i JSP sprovesti Projekat u skladu sa zahtevima utvrđenim u Politici o zaštiti životne sredine i merama socijalne zaštite. Posebno, Ekološka i socijalna procena uticaja (Environmental and Social Impact Assessment - ESIA) procena uticaja na životnu sredinu i društvo (ESIA) mora biti preduzeta za ceo projekat Bio4 Kampus. Zajmoprimac preko PIE-a i PIU-a će osigurati da se ESIA sprovodi u skladu sa Politikom zaštite životne sredine i društva, pre početka bilo koje građevinske aktivnosti, i dostaviće je BRSE-u radi informacija nakon što je završena. Zajmoprimac će preko TSP-a i JSP-a takođe obezbediti da se svaka potencijalna žalba u vezi sa pribavljenim zemljištem rešava u skladu sa Politikom o zaštiti životne sredine i merama socijalne zaštite.

U nastavku:

- Proces eksproprijacije koji se sprovodi za potrebe Projekta sprovodiće se u skladu sa zaštitom životne sredine i merama socijalne zaštite standard 2 (Environmental and Social Safeguards Standard 2), kao što je priloženo u Prilogu 6 ovog zakona;
- Za potrebe Projekta biće uspostavljen poseban mehanizam za žalbe na nivou projekta. Zajmoprimac će, preko TSP, uspostaviti sistem koji mu omogućava da prati žalbe i bilo koji potencijalni problem ili nesreću tokom faze izgradnje Projekta, i izveštavaće BRSE na nivou projekta o žalbama podnetim na osnovu toga; takvo izveštavanje treba da bude uključeno u



izveštaje o praćenju projekta koji će biti dostavljeni u skladu sa klauzulom 6.1 Sporazuma.

Takvi izveštaji o praćenju će takođe uključivati posebne odeljke o:

Aktivnosti eksproprijacije koje se sprovode za potrebe Projekta, kako bi BRSE bio informisan o napretku procesa eksproprijacije, uključujući i potencijalne žalbe podnete u vezi sa takvim aktivnostima; i

Zaštiti životne sredine i socijalnoj zaštiti, gde će biti uključeni svi ekološki, socijalni i/ili zdravstveni i bezbednosni incidenti koji se mogu desiti i aktivnosti za njihovo upravljanje. Sve potencijalne žalbe koje se mogu izneti u vezi sa Projektom će takođe biti uključene, kao i sve aktivnosti preduzete od strane Zajmoprimca u vezi sa angažovanjem zainteresovanih strana za Projekat.

## 5.7 Ljudska prava

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

## 5.8 Integritet

Zajmoprimac, direktno ili kroz TSP i JSP preduzima da:

- (a) će uspostaviti i nakon toga se pridržavati unutrašnjih politika, postupaka i kontrola, u skladu sa važećim zakonodavstvom i najboljom međunarodnom praksom, u svrhu sprečavanja da Zajmoprimac postane, u vezi sa sprovođenjem Projekta ili na drugi način, instrument za pranje novca ili finansiranje terorizma;
- (b) ne učini dostupnim sredstva Zajma za ili u korist bilo kog Sankcionisanog lica, direktno ili indirektno;
- (c) se neće obavezati i da nijedno lice, uz njegovu saglasnost ili prethodno znanje, neće počinuti, u vezi sa sprovođenjem Projekta ili Potprojekta, Podmićivanje, Obmanjivanje, Prinudu, Tajno dogovaranje ili Opstrukciju (u daljem tekstu, zajedno sa pranjem novca, finansiranjem terorizma i stavljanjem na raspolaganje sredstava Zajma Sankcionisanim licima koji se naziva „**Zabranjena delovanja**“).

U smislu ovog sporazuma:

- (i) „**Podmićivanje**“ predstavlja nuđenje, davanje, primanje ili traženje, bilo direktno ili indirektno, neke vrednosti radi neodgovarajućeg uticaja na postupanje neke druge strane.
- (ii) „**Obmanjivanje**“ predstavlja svako činjenje ili nečinjenje, uključujući pogrešne tvrdnje, kojima se svesno ili nesvesno vrši obmana, ili se čini pokušaj obmanjivanja jedne strane da bi se stekla neka finansijska ili druga korist ili izbegla neka obaveza.
- (iii) „**Prinuda**“ je ugrožavanje ili nanošenje štete ili pretnja ugrožavanjem ili nanošenjem štete, direktno ili indirektno, nekoj strani ili imovini te strane u cilju neprikladnog uticaja na njeno postupanje.
- (iv) „**Tajno dogovaranje**“ je dogovor između dve ili više strana sa ciljem da se ostvari neki neprikladan cilj, uključujući neprikladno uticanje na postupanje druge strane.
- (v) „**Opstrukcija**“ znači, u vezi sa istragom Prinude, Tajnog dogovaranja, Podmićivanja ili Obmanjivanja, (a) svako delo namernog uništavanja, falsifikovanja, promene ili prikrivanja dokaznog materijala u istrazi; (b) bilo koji čin pretnje, uznemiravanja ili zastrašivanja bilo koje strane kako bi se sprečilo da obelodani svoje znanje o pitanjima relevantnim za istragu ili da

nastavi istragu; i/ili (c) bilo koji akt kojim se namerava materijalno ometanje vršenja ugovornih prava revizije ili pristupa informacijama.

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

Zajmoprimac se, direktno ili kroz TSP i JSP obavezuje:

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

TSP i JSP će biti odgovorni za kontakte sa BRSE u svrhu ove potklauzule.

## 5.9 Transparentnost

Zajmoprimac će obavestiti Krajnje korisnike putem odgovarajućih sredstava komunikacije da je Projekat delimično finansiran sredstvima BRSE namenskim obaveštenjima na veb-sajtovima, društvenim mrežama, izjavama za štampu, brošurama odnosno bilbordima/tablamama na odgovarajućim lokacijama/postrojenjima Projekta. U svakom slučaju, informacije date Krajnjim korisnicima prikazivaće BRSE-ov naziv i logo na prikladan način.

## 6. PRAĆENJE

### 6.1 Izveštavanje

- (a) Izveštaj o napretku

Zajmoprimac će kroz TSP i JSP slati BRSE-u izveštaj o napretku (u daljem tekstu “**Izveštaj o napretku**”) (i) jednom godišnje, do završetka Projekta; i (ii) pre svakog Zahteva za isplatu, izuzev kod Zahteva za isplatu prve Tranše.

U Prilogu 5 ovog sporazuma, nalazi se primer kojim se utvrđuju minimalne informacije potrebne BRSE-u. Alternativni formati koji sadrže istu vrstu informacija se takođe mogu koristiti.

- (b) Završni izveštaj

Nakon završetka Projekta, Zajmoprimac će kroz TSP i JSP predati izveštaj o završetku (u daljem tekstu “**Završni izveštaj**”) koji sadrži ocenu socijalnih efekata Projekta.

Prilog 5 ovog sporazuma sadrži primer kojim se utvrđuju minimalni podaci koje BRSE zahteva. Alternativni formati koji sadrže iste podatke se takođe mogu koristiti.

### 6.2 Posete

Zajmoprimac se, direktno ili kroz TSP i JSP, obavezuje da prihvati posete praćenja/tehničke posete/procenjivanja, uključujući olakšavanje pristupa relevantnim lokacijama Projekta/izvođačima, koje vrše zaposleni BRSE ili imenovana treća lica.

### 6.3 Revizija

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

#### 6.4 Informacije o projektu

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

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

Zajmoprimac će odmah kroz TSP i JSP obavestiti BRSE o bilo kojem događaju u vezi sa Projektom, uključujući, ali se ne ograničavajući na:

- (i) svaki postupak ili protest koji je započet ili prigovor koji je podignut od strane trećeg lica ili bilo koja žalba koju je primio Zajmoprimac ili sudski spor koji je započet ili se njime preti u pogledu nabavke ili socijalnih ili pitanja zaštite životne sredine ili pitanja zdravlja i bezbednosti na radu (npr. gubitak života ili važna nesreća) ili druga pitanja u vezi sa Projektom; ili
- (ii) svako donošenje zakona ili izmene i dopune zakona, propisa ili pravila (ili u primeni ili zvaničnom tumačenju bilo kog zakona, propisa ili pravila) u vezi sa Projektom.

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

#### 6.5 Podaci o Zajmoprimcu

Zajmoprimac će, direktno ili kroz TSP i JSP, u obliku i sadržaju koji su zadovoljavajući za BRSE, svake godine dostavljati sažetak godišnjeg budžeta Zajmoprimca i srodne informacije o izvršenju budžeta i o njegovom opštem finansijskom stanju, koje BRSE s vremena na vreme može razumno zahtevati, osim ukoliko je objavljeno na zvaničnoj internet stranici Ministarstva finansija ili Narodne banke Srbije, i dostupno na engleskom jeziku.

Zajmoprimac će, direktno ili kroz TSP i JSP, obavestiti BRSE o svakoj materijalno negativnoj promeni odmah nakon što postane svestan da se ona desila. Svaka materijalno negativna promena bi predstavljala događaj u smislu člana 3.3 (h) Propisa o zajmu i može dovesti do prevremene otpate, obustave ili otkaza Zajma u skladu sa uslovima članova 3.3 (Prevremena otplata isplaćenih zajmova), 3.5 (Obustava neisplaćenih zajmova od strane Banke) i 3.6 (Otkazivanje od strane Banke isplate neisplaćenih zajmova) Propisa o zajmu.

#### 6.6 Finansijske odredbe

Zajmoprimac će obavestiti BRSE ukoliko se desi bilo koji Događaj neispunjenja obaveza. Bilo koji Događaj neispunjenja obaveza će predstavljati događaj u smislu člana 3.3 (h) Propisa o zajmu i može dovesti do obustave, otkaza ili prevremene otplate Zajma u skladu sa uslovima članova 3.3 (Prevremena otplata isplaćenih zajmova), 3.5 (Obustava neisplaćenih zajmova od strane Banke) i 3.6 (Otkazivanje od strane Banke isplate neisplaćenih zajmova) Propisa o zajmu.

U smislu ovog sporazuma, „**Događaj neispunjenja obaveza**“ označava situaciju u kojoj se, nakon bilo kog neizvršenja obaveza, od Zajmoprimca zahteva ili je moguće zahtevati ili će se, nakon isteka primenljivog ugovornog perioda počeka, zahtevati ili biti u mogućnosti da se zahteva da prevremeno otplati, otplati ili raskine pre dospeća

svaki Instrument zaduživanja ili je bilo koja obaveza koja je u vezi sa Instrumentom zaduživanja raskinuta ili obustavljena.

## 7. PARI PASSU

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

### 7.1 Rangiranje

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

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

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

Međutim, isplata u pogledu takvog Instrumenta zaduženja je moguća ako Zajmoprimac:

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

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

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

### 7.2 Sredstvo obezbeđenja

Ukoliko se odobri Sredstvo obezbeđenja za izvršenje bilo kog Instrumenta zaduživanja Zajmoprimca, Zajmoprimac će blagovremeno obavestiti BRSE o svojim namerama, i ako to BRSE zahteva, dostaviće BRSE-u u okviru roka koji je definisan u obaveštenju BRSE-a, identično ili ekvivalentno Sredstvo obezbeđenja za izvršenje svojih finansijskih obaveza u skladu sa ovim sporazumom.

Ova odredba se neće primenjivati na Sredstvo obezbeđenja:

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

### 7.3 Klauzula koja se naknadno unosi

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

### 7.4 Prevremena otplata trećim licima

Ako Zajmoprimac dobrovoljno prevremeno otplati (radi izbegavanja sumnje, prevremena otplata uključuje ponovni otkup tamo gde je to primenljivo), u celosti ili delimično, bilo koji Instrument zaduživanja, i takva prevremena otplata:

- (i) nije izvršena u okviru revolving kredita koji ostaje otvoren za povlačenje pod istim uslovima nakon takve prevremene otplate; ili
- (ii) nije učinjena sredstvima drugog Instrumenta zaduživanja čiji je rok najmanje jednak neisteklom roku prevremeno otplaćenog Instrumenta zaduživanja,

Zajmoprimac će obavestiti BRSE. U tom slučaju, i na zahtev BRSE-a, Zajmoprimac će izvršiti prevremenu otplatu BRSE-u u roku od dva (2) meseca od bilo koje takve prevremene otplate, iznose isplaćene po Zajmu u skladu sa potklauzulom 4.7 u proporciji u kojoj prevremeni iznos otplate nosi u odgovarajućem Instrumentu zaduživanja.

## 8. IZJAVE I GARANCIJE

Zajmoprimac izjavljuje i garantuje:

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

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

Gorepomenute izjave i garancije smatraju se ponovljenim na datum potpisivanja svakog Zahteva za isplatu, kao i na datum svake Potvrde. O svakoj promeni u vezi sa gorenavedenim izjavama i garancijama mora se, u potpunom periodu Zajma, izveštavati i sva prpratna dokumentacija mora se odmah dostaviti BRSE-u, nakon što Zajmoprimac postane svestan promene.

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

## **9. TREĆA LICA**

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

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

## **10. NEODRICANJE**

Ni u kom slučaju, uključujući kašnjenje ili delimično izvršenje, ne sme se pretpostaviti da se BRSE prećutno odrekla bilo kojeg prava koje joj daje Sporazum.

## **11. PRENOS**

Zajmoprimac ne može preneti bilo koja od svojih prava i/ili obaveza iz Sporazuma bez prethodne pisane saglasnosti BRSE-a.

Zajmoprimac ovim putem daje saglasnost na svaki prenos od strane BRSE-a svih ili dela svojih prava i/ili obaveza prema Sporazumu. BRSE će obavestiti Zajmoprimca pre takvog prenosa.

## **12. NEZAKONITOST**

Ukoliko jeste ili postane nezakonito za BRSE u bilo kojoj jurisdikciji da daje, održava ili obezbeđuje sredstva za Zajam ili izvršava bilo koju od svojih obaveza prema ovom sporazumu, to bi predstavljalo događaj u smislu člana 3.3 (h) Propisa o zajmu i može da dovede do obustave, poništenja ili prevremene otplate Zajma u skladu sa članom 3.3 (Prevremena otplata isplaćenih kredita), 3.5 (Obustava neisplaćenih kredita od strane Banke) i 3.6 (Poništenje neisplaćenih kredita od strane Banke) Propisa o zajmu.

## **13. BEZ PRIMENE ODREDBE ZBOG PROMENE OKOLNOSTI**

Svaka Strana ovim potvrđuje da:

(i) osim ukoliko je drugačije predviđeno ovim sporazumom, svaka primenjiva pravna norma prema kojoj Strana može zahtevati od druge Strane da ponovo pregovara o Sporazumu ili može prestati da izvršava svoje obaveze u slučaju promene okolnosti koje se nisu mogle predvideti u vreme zaključenja Sporazuma, što čini izvršenje preterano naporno za Stranu koja se nije složila da preuzme takav rizik, neće se primenjivati na nju u pogledu njenih finansijskih obaveza ovde navedenih; i

(ii) neće imati pravo na bilo kakvu žalbu prema takvoj pravnoj normi;

Kako bi se izbegla sumnja, ova klauzula ne isključuje bilo koje drugo primenjivo pravno ili ugovorno pravo prema Sporazumu za Stranu da prestane da izvršava svoje obaveze, ovde navedene, u pogledu sprovođenja Projekta ili raskida Sporazuma.

#### **14. MERODAVNO PRAVO**

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

#### **15. SPOROVI**

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

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

U svakoj pravnoj radnji koja proistekne iz ovog sporazuma, BRSE-ova potvrda koja se odnosi na dospeli iznos ili važeću kamatnu stopu u skladu sa Sporazumom, u odsustvu očigledne greške, biće *prima facie* dokaz tog iznosa ili kamatne stope.

#### **16. ZAŠTITA PODATAKA**

Obradu bilo kakvih ličnih podataka prikupljenih prema Sporazumu vrši BRSE u skladu sa Pravilnikom o zaštiti podataka.

#### **17. OBAVEŠTENJA**

Svako obaveštenje (uključujući bilo koji dokument ili komunikaciju) koje će se dati ili je sačinjeno prema ili u vezi sa ovim sporazumom BRSE-u ili Zajmoprimcu, mora biti u pisanom obliku i, ukoliko nije drugačije naznačeno, može se uputiti preporučenim pismom, elektronskom poštom ili faksom. Smatraće se da je takvo obaveštenje primila druga Strana:

- (i) u slučaju ručno dostavljenog ili preporučenog pisma, na datum isporuke;
- (ii) u slučaju elektronske pošte, samo kada je stvarno primljena u čitljivom obliku i samo ako je naslovljena na način koji će druga strana odrediti za tu svrhu;
- (iii) u slučaju elektronske pošte, koja sadrži Obaveštenje o isplati, koje je BRSE poslala Zajmoprimcu, kada je elektronska pošta poslata; i
- (iv) u slučaju faksimila, po prijemu prenosa.

Svako obaveštenje koje Zajmoprimac dostavlja BRSE-u elektronskom poštom:

- (i) u predmetu će navesti referencu LD; i
- (ii) biće u obliku elektronske slike obaveštenja koja se ne može uređivati (pdf, tif ili bilo koji drugi uobičajeni format dokumenta koji se ne može uređivati o kojem su se Strane dogovorile) potpisano od strane lica koja su valjano ovlašćena za potpisivanje takvog obaveštenja u ime Zajmoprimca, priloženo uz elektronsku poštu.

Bez uticaja na validnost obaveštenja putem elektronske pošte ili faksa u skladu sa ovom klauzulom, sledeća obaveštenja takođe će se preporučenim pismom poslati drugoj strani najkasnije odmah sledećeg Radnog dana:

- (i) Zahtevi za isplatu;
- (ii) bilo koju komunikaciju u vezi sa suspenzijom, otkazivanjem i/ili prevremenom otplatom, Zajma ili u vezi sa Obaveštenjem o prevremenoj otplati; i

(iii) bilo koju drugu komunikaciju koju zahteva BRSE.

Strane su saglasne da je svako obaveštenje iznad (uključujući i elektronsku poštu) prihvaćeni oblik komunikacije, predstavljaće prihvatljiv dokaz na sudu i imaće istu dokaznu vrednost kao i predmetni sporazum.

Poštanska adresa, broj faksa i adresa elektronske pošte (i odeljenje ili službenik, ako postoji, na koga treba nasloviti komunikaciju) svake Strane za bilo koju komunikaciju koja se čini ili vrši prema ili u vezi sa ovim sporazumom je:

Za Zajmoprimca:

Ministarstvo finansija Republike Srbije

Kneza Miloša 20

11000 Beograd

Srbija

Na pažnju: Ministar finansija

Faks: +381 11 765 2007

Za BRSE:

Council of Europe Development Bank

55 Avenue Kléber

75116 Paris

Francuska

Na pažnju: Šef Odeljenja za projekte

Faks: + 33 1 47 55 37 52

BRSE i Zajmoprimac će odmah pisanim putem obavestiti drugu Stranu o svakoj promeni u njihovim detaljima za komunikaciju.

Sva obaveštenja koja se dostavljaju ili su sačinjena prema ili u vezi sa Sporazumom biće na engleskom ili francuskom jeziku ili na drugom jeziku, u kom slučaju će biti dostavljena uz overeni prevod na engleski ili francuski jezik, u slučaju kada to BRSE zahteva.

Sva obaveštenja koja se dostavljaju ili su sačinjena prema ili u vezi sa ovim sporazumom će, kada to BRSE zahteva, biti dostavljena BRSE-u zajedno sa zadovoljavajućim dokazom o ovlašćenju lica ili više njih ovlašćenih za potpisivanje takvog obaveštenja u ime Zajmoprimca, kao i karton deponovanih potpisa takvog lica ili više njih.

## **18. POREZI I RASHODI**

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

Zajmoprimac snosi sve naknade i troškove (uključujući pravne, stručne, bankarske ili menjačke troškove) nastale u vezi sa (i) pripremom, potpisivanjem, poboljšanjem, implementacijom, raskidom ili sprovođenjem ovog sporazuma i/ili nekog povezanog dokumenta; (ii) bilo kojom izmenom, dopunom ili odricanjem u pogledu ovog sporazuma i/ili nekog povezanog dokumenta; i (iii) pripremom, potpisivanjem, poboljšanjem, upravljanjem, sprovođenjem i davanjem bilo kog Sredstva obezbeđenja



koje se zahteva u skladu sa Sporazumom. Bez obzira na gorenavedeno, član 4.7 (Troškovi arbitraže) Propisa o zajmu se primenjuje u vezi sa troškovima arbitraže koji su utvrđeni u klauzuli 15 (Sporovi).

## **19. ISPLAĆIVANJE**

Nakon otplate ukupnog iznosa neotplaćene glavnice prema Zajmu, kao i plaćanja svih kamata i drugih troškova koji proističu u skladu sa Sporazumom, uključujući naročito one iznose iz potklauzule 4.9 (Stopa zatezne kamate) i klauzule 18 (Porezi i rashodi), Zajmoprimac će biti u potpunosti oslobođen svojih obaveza koje proističu iz ili u vezi sa Sporazumom.

Bez prejudiciranja gore navedenog, Zajmoprimac će se obavezati da, u periodu koji nije duži od šest (6) godina nakon prijema Završnog izveštaja na zadovoljavajući način za BRSE potvrđuje potpunu alokaciju svih iznosa isplaćenih prema Zajmu (i) čuva projektnu dokumentaciju; i (ii) rado prima bilo kakve evaluacione posete, uključujući omogućavanje pristupa relevantnim lokacijama Projekta koje obavljaju zaposleni u BRSE-u ili imenovane treće strane.

## **20. STUPANJE NA SNAGU**

Sporazum stupa na snagu nakon što ga Strane potpišu i Narodna skupština Republike Srbije ga potvrdi. Zajmoprimac će obezbediti BRSE-u odgovarajuću pisanu potvrdu o tome.

U POTVRDU TOGA, Strane su učinile da Sporazum bude potpisan od ovlašćenih potpisnika u četiri (4) primerka, od kojih je svaki jednako važeći. Jedan (1) primerak zadržava BRSE, a tri (3) Zajmoprimac.

### Za Zajmoprimca

Beograd, 22. septembar 2023. godine

Ime: Siniša Mali

Funkcija: Potpredsednik Vlade i ministar finansija

### Za BRSE

Pariz 15/9/2023

Pariz 15/09/23

Ime: Cristian Tabacaru

Ime: Andrea Buccomino

Funkcija: Direktor Odeljenja za Funkcija: Zamenik generalnog savetnika zaduživanja i razvoj

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

<b>I.</b>	<b>LD</b>	2147 (2023)																																								
	<b>Zajmoprimac</b>	Republika Srbija																																								
	<b>Vrsta zajma</b>	Projektni zajam																																								
	<b>Iznos zajma</b>	EUR 200,000,000																																								
	<b>Odobrenje od strane Administrativnog saveta BRSE-a</b>	16. mart 2023. godine																																								
<b>II.</b>	<b>Sektor (sektori) delovanja</b>	Obrazovanje i stručno osposobljavanje																																								
	<b>Planirani radovi</b>	<p>Radovi obuhvataju izgradnju i opremanje BIO4 Kampusa Beograd, sveobuhvatnog istraživačko-razvojnog kompleksa posvećenog bionauci („BIO4“ je biomedicina, bioinformatika, biotehnologija i biodiverzitet), tačnije planirani radovi podrazumevaju izgradnju i obezbeđenje standardne opreme za, 7 građevinskih blokova (komponenti), i obezbeđenje specijalizovane naučne opreme (komponenta 8).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #003366; color: white;">Project Components</th> <th style="background-color: #003366; color: white;">Description</th> <th style="background-color: #003366; color: white;">Surface (m2)</th> <th style="background-color: #003366; color: white;">Height (m)</th> </tr> </thead> <tbody> <tr> <td><b>Component 1</b></td> <td>Faculty of Biology</td> <td style="text-align: center;">22,769 m2</td> <td style="text-align: center;">24.3 m</td> </tr> <tr> <td><b>Component 2</b></td> <td>Faculty of Pharmacy</td> <td style="text-align: center;">35,715 m2</td> <td style="text-align: center;">32.0 m</td> </tr> <tr> <td><b>Component 3</b></td> <td>Complex of Institutes - unit 1</td> <td style="text-align: center;">29,763 m2</td> <td style="text-align: center;">22,3 m 30,3 m</td> </tr> <tr> <td><b>Component 4</b></td> <td>Complex of Institutes - unit 2</td> <td style="text-align: center;">19,522 m2</td> <td style="text-align: center;">22,3 m 30,3 m</td> </tr> <tr> <td><b>Component 5</b></td> <td>Vivarium<sup>1</sup></td> <td style="text-align: center;">5,453 m2</td> <td style="text-align: center;">10.3 m</td> </tr> <tr> <td><b>Component 6</b></td> <td>Science and Technology Park and Centre for Ideas</td> <td style="text-align: center;">25,836 m2</td> <td style="text-align: center;">24,3 m 30,3 m</td> </tr> <tr> <td><b>Component 7</b></td> <td>Central gathering place "Minglarium"</td> <td style="text-align: center;">20,916 m2</td> <td style="text-align: center;">35,5 m 43,5 m</td> </tr> <tr> <td><b>Component 8</b></td> <td>Specialized Equipment</td> <td></td> <td></td> </tr> <tr> <td><b>All Components</b></td> <td style="text-align: center;"><b>Total Construction</b></td> <td style="text-align: center;"><b>159,974 m2</b></td> <td></td> </tr> </tbody> </table> <p>Ukupna građevinska površina od 159.974 m2 uključuje 34.392 m2 podzemne garaže; dodatnih 7.172 m2 predviđeno je za nadzemni parking i puteve, i uređenje, uključujući zelene zgrade i krovove, procenjeno je na 31.772 m2.</p> <p><small>1Komponenta 5, Vivarijum se u ovoj fazi smatra nekvalifikovanim za finansiranje BRSE-a.</small></p>	Project Components	Description	Surface (m2)	Height (m)	<b>Component 1</b>	Faculty of Biology	22,769 m2	24.3 m	<b>Component 2</b>	Faculty of Pharmacy	35,715 m2	32.0 m	<b>Component 3</b>	Complex of Institutes - unit 1	29,763 m2	22,3 m 30,3 m	<b>Component 4</b>	Complex of Institutes - unit 2	19,522 m2	22,3 m 30,3 m	<b>Component 5</b>	Vivarium <sup>1</sup>	5,453 m2	10.3 m	<b>Component 6</b>	Science and Technology Park and Centre for Ideas	25,836 m2	24,3 m 30,3 m	<b>Component 7</b>	Central gathering place "Minglarium"	20,916 m2	35,5 m 43,5 m	<b>Component 8</b>	Specialized Equipment			<b>All Components</b>	<b>Total Construction</b>	<b>159,974 m2</b>	
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	<b>Lokacija</b>	Beograd																																								
	<b>Krajnji korisnici</b>	Studenti, fakulteti, naučnici, javni i privatni istraživači																																								
	<b>Ukupni troškovi projekta</b>	EUR 398,300,770																																								

Indikativni plan	Sources		Uses		
	CEB	200 MEUR	Pre-construction design	& 7 MEUR	2%
GoS In-kind	53.5 MEUR	Construction of buildings <sup>1</sup>	7	242 MEUR	59%
Other sources incl. possible WBIF INV grant	160 MEUR	Specialised Equipment		117 MEUR	28%
		Finishing		6 MEUR	1%
		Project mgmt. & Supervision		7 MEUR	2%
		Land (in kind)		34.5 MEUR	8%
<b>Total Project Cost</b>	<b>413.5 MEUR</b>			<b>413.5 MEUR</b>	<b>100%</b>
<b>Total ELIGIBLE project Cost</b>	<b>398.3 MEUR</b>			<b>398.3 MEUR</b>	

Doprinos BRSE-a od 200 miliona evra čini 50,2% od 398,3 miliona ukupnih prihvatljivih troškova projekta (tj. 413,5 miliona evra isključujući 15,2 miliona evra za Vivarijum) i u skladu je sa politikom finansijskog doprinosa BRSE-a.

<b>Raspored radova/ Prihvatljive budžetske godine</b>	Q12023-Q42026
<b>Datum zaključenja zajma</b>	31. decembar 2027. godine

<b>III. Kriterijumi prihvatljivosti</b>	<p>Komponente koje sufinansira BRSE biće zasnovane na kriterijumima podobnosti navedenim u BRSE-ovoj politici zajma i finansiranja projekata za sektor akcije „Obrazovanje i stručna obuka“. Prihvatljive investicije mogu uključivati:</p> <ol style="list-style-type: none"> <li>1. Izgradnja i/ili sanacija ustanova za rano obrazovanje, osnovnih i srednjih škola, srednjih stručnih tehničkih fakulteta, centara za stručno osposobljavanje, ustanova visokog obrazovanja ili specijalizovanog učenja i/ili centara za istraživanje i razvoj. Prihvatljive investicije mogu uključivati sportske i društveno-kulturne centre/opremu, kao i stambene objekte koji se odnose na takve ustanove, materijale za učenje, nameštaj i opremu</li> <li>2. Adaptacija ovakvih prostorija kako bi se olakšala pristupačnost osobama sa smanjenom pokretljivošću</li> <li>3. Kontinuirana obuka i programi celoživotnog učenja za profesionalce u društvenom i obrazovnom sektoru</li> <li>4. Programi obuke za nezaposlene i ugrožene grupe stanovništva; podrška programima profesionalne prekvalifikacije; sprečavanje prirodnih ili ekoloških katastrofa/spremnost pripadnika snaga civilne zaštite; programi stručnog usavršavanja za sudije, administratore, državne službenike i vladine službenike</li> <li>5. Programi istraživanja i razvoja u vezi sa obrazovanjem</li> <li>6. Programi obuke u korist ranjivih grupa</li> <li>7. Obuka specijalizovanog osoblja za obrazovanje i stručno osposobljavanje</li> <li>8. Programi studentskih kredita</li> </ol>
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<b>Prihvatljivi troškovi</b>	<p>Prihvatljivi troškovi mogu uključivati:</p> <ul style="list-style-type: none"> <li>i. Troškovi istraživanja ili studija (tehničkih, ekonomskih ili komercijalnih, inženjerskih) kao i troškovi tehničkog nadzora projekta. Ovi troškovi ne bi trebalo da prelaze 5% ukupne cene projekta, osim ako nije opravdano;</li> <li>ii. Troškovi sticanja zemljišta direktno povezanog sa projektom, po njegovoj kupoprodajnoj ceni, osim ako je poklonjeno ili odobreno;</li> <li>iii. Priprema zemljišta;</li> <li>iv. Izgradnja/renoviranje/modernizacija ili kupovina zgrada direktno povezanih sa projektom;</li> <li>v. Postavljanje osnovne infrastrukture kao što su kanalizacija, vodovod, električne i telekomunikacione mreže, odlaganje otpada i tretman otpadnih voda, putevi, itd.;</li> <li>vi. Nabavka materijala, opreme i mašina, kao i povezani troškovi vezani za obuku osoblja.</li> <li>vii. Nepredviđeni troškovi (tehnički i/ili porast cena). Oni predstavljaju finansijsku pokriće u pogledu mogućih promena u količini potrebnog posla, ili jediničnim cenama, u vrsti i količini opreme koja će se nabaviti ili u načinu izvođenja projekta. U zavisnosti od sektora aktivnosti i različitih komponenti projekta, ovi nepredviđeni troškovi mogu predstavljati do 10% ukupnih troškova projekta.</li> <li>viii. Troškovi vezani za profesionalnu/stručnu obuku i kampanje za podizanje svesti javnosti.</li> </ul> <p>2. Neprihvatljivi troškovi</p> <ul style="list-style-type: none"> <li>i. BRSE zajmovi ne mogu da pokriju troškove osoblja (plate/plata i druge povezane beneficije kao što su isplate penzija), finansijske troškove i negotovinske elemente kao što je amortizacija. Takvi troškovi se, međutim, mogu smatrati prihvatljivim kada se odnose na usluge upravljanja projektom i tehničke pomoći potrebne za ceo period pripreme i implementacije projekta.</li> <li>ii. Finansijski troškovi ili investicije (plaćanje dugova, refinansiranje, kamate, sticanje udela u kapitalu preduzeća itd.) ne mogu se uključiti u procenjene troškove projekta i ne može ih finansirati BRSE.</li> <li>iii. Sredstva iz Zajma ne mogu se koristiti za finansiranje poreza (uključujući PDV), carina i drugih dažbina.</li> </ul>
<b>Prihvatljivi troškovi</b>	Svi specifični uslovi su navedeni u odeljcima 5.4 Specifični poduhvati projekta i odeljku 5.6 Zaštita životne sredine i društva

<b>IV. Društveni uticaj</b>	S obzirom na mnoštvo korisničkih grupa do kojih će
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	<p>projekat dopreti, društveni uticaj se može videti na sledeći način:</p> <ul style="list-style-type: none"><li>(i) Društvena inkluzija i mobilnost: BIO4 Kampus će stvoriti instituciju i fizički prostor gde pojedinci iz mnogih sfera života mogu da komuniciraju i da se povezuju. Ovo će biti obezbeđeno raznovrsnošću preduzeća i obrazovnih objekata prisutnih u BIO4 Kampusu, kao i posebno dizajniranim događajima sa različitim poslovnim, obrazovnim i umrežavajućim svrhama.</li><li>(ii) Potencijal za ublažavanje ranjivosti i marginalizacije: BIO4 Kampus će stvoriti sopstvenu lokalnu ekonomiju u kojoj će ugroženi ljudi sa periferije glavnog grada moći da nađu posao i otvore mala preduzeća. Pored toga, događaji posvećeni usavršavanju i integraciji mladih u profesionalne aktivnosti biće deo dešavanja u Kampusu BIO4.</li><li>(iii) Razvoj ljudskog kapitala i preokretanje „odliva mozgova“: BIO4 Kampus Beograd će biti veoma atraktivno mesto za učenje i rad, sa preduzećima u oblasti bioloških nauka i IT koja će se udružiti i naseljavati kampus.</li></ul>
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## PRILOG 2

## Obrazac pravnog mišljenja (Okvirni sporazum o zajmu)

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

Attn: Odeljenje za projekte  
Cc: Kancelarija Generalnog saveta

[Uneti datum]

**Re: Predmet: Okvirni sporazum o zajmu između Banke za razvoj Saveta Evrope i Republike Srbije (Ref: LD 2147 (2023))**

Poštovana gospodo,

U svojstvu ministra pravde dajem ovo pravno mišljenje u skladu sa odredbama člana 4.5(a)(i) Okvirnog sporazuma o zajmu LD 2147 (2023) između Banke za razvoj Saveta Evrope i Republike Srbije, na iznos od 200.000.000 evra, potpisanog \_\_\_\_\_ i efektivnog od \_\_\_\_\_ (u daljem tekstu: „**Sporazum o zajmu**“). Svi termini koji se ovde koriste i nisu definisani na drugačiji način imaju isto značenje kao u Sporazumu o zajmu.

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

Na osnovu napred navedenog, izjavljujem sledeće:

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

(b) odredbom člana 99. stav 1. tačka 4. Ustava Republike Srbije propisano je da Narodna skupština Republike Srbije potvrđuje međunarodne ugovore kada je zakonom predviđena obaveza njihovog potvrđivanja, a odredbom člana 2. stav 1. Zakona o zaključivanju i izvršavanju međunarodnih ugovora („Službeni glasnik Republike Srbije”, broj 32/13) propisano je da se međunarodnim ugovorom smatra ugovor koji Republika Srbija zaključi u pisanom obliku sa jednom ili više država ili sa jednom ili više međunarodnih organizacija, koji je regulisan međunarodnim pravom. Zatim, odredbom člana 5. stav 2. Zakona o javnom dugu („Službeni glasnik RS”, br. 61/05, 107/09, 78/11, 68/15, 95/18, 91/19 i 149/20) propisano je da Narodna skupština Republike Srbije odlučuje o zaduživanju Republike Srbije putem uzimanja dugoročnih kredita, zaduživanju za finansiranje investicionih i programskih projekata putem uzimanja dugoročnih kredita, o davanju garancija, kao i o neposrednom preuzimanju obaveze u svojstvu dužnika po osnovu date garancije. U skladu sa navedenim odredbama, Narodna skupština Republike Srbije donela je Zakon o potvrđivanju Okvirnog sporazuma o zajmu LD 2147 (2023) između Banke za razvoj Saveta Evrope i Republike Srbije, Projektni zajam („Službeni glasnik RS - Međunarodni ugovori”, broj \_\_\_\_\_);

(c) ne postoji nijedna druga odredba u skladu sa kojom bi bilo neophodno da se Sporazum o zajmu dostavi, evidentira ili registruje kod bilo kog suda ili državnog organa ili organizacije da bi se obezbedila njegova zakonitost, punovažnost ili

izvršivost;

(d) izbor prava u skladu sa članom 14. Sporazuma o zajmu je punovažan i obavezujući za Zajmoprimca prema zakonima Republike Srbije;

(e) u skladu sa članom 15. Sporazuma o zajmu, odredbe o arbitraži navedene u poglavlju 4. Propisa za zajmove Banke za razvoj Saveta Evrope će se primenjivati u vezi sa bilo kakvim potraživanjem ili sporom između Republike Srbije i Banke za razvoj Saveta Evrope koji može nastati u vezi sa Sporazumom o zajmu i bilo koja odluka arbitražnog suda koja se odnosi na Sporazum o zajmu može se izvršiti u Republici Srbiji bez ponovnog ispitivanja ili suđenja već presuđene stvari. S tim u vezi, odricanje od imuniteta u skladu sa odredbom člana 15. Sporazuma o zajmu je punovažno i obavezujuće;

(f) nikakvi porezi, carine, takse ili drugi nameti, uključujući bez ograničenja poreze, takse, ili druge dažbine za registraciju ili transfere koji su propisani u Republici Srbiji, ili bilo kojoj drugoj jedinici teritorijalne autonomije ili lokalne samouprave, nisu plativi u vezi sa zaključenjem ili izvršavanjem Sporazuma o zajmu, ili sa plaćanjem koje Republika Srbija treba da izvrši Banci za razvoj Saveta Evrope u skladu sa Sporazumom o zajmu;

(g) ne postoje ograničenja kontrole razmene deviza ili nisu potrebne saglasnosti da bi se dozvolilo primanje svih iznosa koji će biti isplaćeni shodno Sporazumu o zajmu, niti da se dozvoli otplata zajma i isplata kamata i drugih iznosa dospelih na osnovu Sporazuma o zajmu;

(h) zaključenjem Sporazuma o zajmu i njegovim izvršavanjem nisu prekršene odredbe zakona na snazi u Republici Srbiji ili učinjene povrede odredbi ugovora ili obaveza na koje se Republika Srbija obavezala.

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

S poštovanjem,

MINISTAR

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## PRILOG 3

## ZAHTEV ZA ISPLATU (OBRAZAC)

LD 2147 – [•] Tranša

U odnosu na Okvirni sporazum o zajmu od [•] (u daljem tekstu "Sporazum") između Banke za razvoj Saveta Evrope (u daljem tekstu „BRSE“) i Republike Srbije (u daljem tekstu "Zajmoprimac"), Zajmoprimac ovim zahteva od BRSE-a da u skladu sa potklauzulom 4.3(a) Sporazuma isplati Tranšu u skladu sa uslovima utvrđenim u tekstu ispod.

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

Valuta/Iznos <sup>2</sup>	[•]		
Datum isplate	[•]		
Period otplate glavnice	[•] godina [uključujući period počeka od [•] godina]		
Datum(i) otplate glavnice	[•]		
Datum dospeća	[•]		
Kamatna stopa	Fiksna	Maksimum [•] per annum	
	Varijabilna	Referentna stopa:	[[•]-mesečni EURIBOR/UNETI BILO KOJU DRUGU REF. KAMATNU STOPU] per annum
		Raspon	Maksimum[•] baznih poena
Kamatni period	[Kvartalno] [polugodišnje] unazad		
Datumi plaćanja kamate	Plaćanje kamate će se izvršiti [•] svake godine, a prvi put [•]		
Konvencija za utvrđivanje broja dana	Konvencija o modifikovanom narednom Radnom danu		
Radni dan	[•]		
Račun Zajmoprimca	Naziv korisnika	[•]	
	Banka korisnika	Naziv	[•]
		Grad	[•]
		SWIFT	[•]
		IBAN	[•]
		Ref.	[•]
	Korespondentska banka (po potrebi)	Naziv	[•]
		Grad	[•]
		SWIFT	[•]
IBAN		[•]	

[•], dana [•].

Za Zajmoprimca

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

<sup>2</sup> [U slučaju pod-tranše, posebna tabela će naznačiti Iznos, Period otplate glavnice, Datum(e) otplate glavnice, Kamatnu stopu, Kamatni period, Datume plaćanja kamate za svaku pod-tranšu.]



<b>OBAVEŠTENJE O ISPLATI (OBRAZAC)</b>
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LD 2147 – [•] Tranša

U odgovoru na vaš Zahtev za isplatu od [•] u vezi sa Okvirnim sporazumom o zajmu od [•] (u daljem tekstu "Sporazum") između Banke za razvoj Saveta Evrope (u daljem tekstu „BRSE“) i Republike Srbije (u daljem tekstu "Zajmoprimac"), BRSE ovim obaveštava Zajmoprimca, u skladu sa potklauzulom 4.3(b) Sporazuma, o uslovima isplate relevantne Tranše.

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

Valuta/Iznos <sup>3</sup>	[•]			
Datum isplate	[•]			
Period otplate glavnice	[•]godina [uključujući period počka od [•] godina]			
Datum(i) otplate glavnice	[•]			
Datum dospeća	[•]			
Kamatna stopa	Fiksna	[•]per annum		
	Varijabilna	Referenta stopa:	[[•]-mesečni EURIBOR/UNETI BILO KOJU DRUGU REF. KAMATNU STOPU] per annum	
		Raspon	[•] baznih poena	
Kamatni period	[Kvartalno] [polugodišnje] unazad			
Datumi plaćanja kamate	Plaćanje kamate će se izvršiti [•] svake godine, a prvi put [•]			
Konvencija za utvrđivanje broja dana	Konvencija o modifikovanom narednom Radnom danu			
Radni dan	[•]			
Račun zajmoprimca	Naziv korisnika	[•]		
	Banka korisnika	Naziv	[•]	
		Grad	[•]	
		SWIFT	[•]	
		IBAN	[•]	
		Ref.	[•]	
	Korespondentska banka (po potrebi)	Naziv	[•]	
		Grad	[•]	
		SWIFT	[•]	
		IBAN	[•]	
Račun BRSE	Naziv korisnika	Banka za razvoj Saveta Evrope		
	SWIFT korisnika	CEFPFRPP		
	Banka korisnika	Naziv	Deutsche Bank	
		Grad	Frankfurt (Nemačka)	
		SWIFT	DEUTDEFF	
IBAN		DE44 5007 0010 0928 7384 00		

Pariz, dana [•]

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

<sup>3</sup> [U slučaju pod-tranše, posebna tabela će naznačiti Iznos, Period otplate glavnice, Datum(e) otplate glavnice, Kamatnu stopu, Kamatni period, Datume plaćanja kamate za svaku pod-tranšu.]

**PRILOG 4****Obrazac potvrde**

(staviti na memorandum)

Za: Banka za razvoj Saveta Evrope

Od: [ZAJMOPRIMAC]

Datum: [NE RANIJE OD PET (5) RADNIH DANA PRE ZAHTEVA ZA ISPLATU]

Predmet: Okvirni sporazum o zajmu između Banke za razvoj Saveta Evrope i [ZAJMOPRIMAC] od [●] (u daljem tekstu „**Sporazum**“).

Poštovani,

Izrazi definisani u Sporazumu imaju isto značenje kada se koriste u ovoj Potvrdi. U svrhu potklauzule 4.5 (a)(iii) Sporazuma, ovim vam potvrđujemo kako sledi:

(a) Nije došlo do materijalno štetne promene u poređenju sa situacijom na datum potpisivanja sporazuma;

(b) Nije se desio Događaj neispunjenja obaveza;

(c) Nijedan od Instrumenata zaduživanja Zajmoprimca ne uključuje klauzule o gubitku rejtinga, finansijskim pokazateljima ili pari passu odredbe koje su strože od bilo koje ekvivalentne odredbe Sporazuma;

(d) Izjave i garancije koje ćemo dati ili ponoviti prema klauzuli 8. Sporazuma su istinite u svakom pogledu; posebno, nijedno Sredstvo obezbeđenja nije dato trećoj strani koja krši potklauzulu 7.2 Sporazuma; i

(e) Nijedan događaj ili okolnost koja bi mogla da dovede do prevremene otplate, obustave ili poništenja Zajma pod uslovima iz člana 3.3 (Prevremena otplata isplaćenih zajmova), 3.5 (Obustava neisplaćenih zajmova od strane Banke) i 3.6 (Otkazivanje od strane Banke isplate neisplaćenih zajmova) Propisa o zajmu nije se desio niti se opravdano može očekivati da će se dogoditi / malo verovatno će se dogoditi.

Za [ZAJMOPRIMAC]

**PRILOG 5**

**Obrazac za izveštavanje (godišnji izveštaji o napretku i završetku)**

**IME PROJEKTA:** \_\_\_\_\_

**GODIŠNJI IZVEŠTAJ O NAPRETKU**

**IZVEŠTAJNI PERIOD: dd/mm/gggg – dd/mm/gggg**

Pripremio (ime i potpis) \_\_\_\_\_

Odeljenje \_\_\_\_\_

Datum \_\_\_\_\_

## **Sadržaj**

### **1. Narativni izveštaj**

- 1.1 *Sažeti pregled projekta*
- 1.2 *Sprovedene aktivnosti i postignuti rezultati*
- 1.3 *Ugroženost*
- 1.4 *Izgledi uticaja (da budu predstavljeni u izveštaju o završetku)*
- 1.5 *Komunikacije i aktivnosti vidljivosti*
- 1.6 *Odstupanja od Plana i poteškoće koje su se pojavile, ako ih ima, i mere za ublažavanje*
- 1.7 *uslovi koji prethode pre isplate*
- 1.8 *Specifični poduhvati projekta*
- 1.9 *Zaštita životne sredine i društva*
- 1.10 *Specifične preporuke za projekat*

### **2. Tabele za praćenje**

- Tabela 1: Troškovi projekta i izvori finansiranja*  
*Tabela 2A: Plan nabavki*  
*Tabela 2B: Spisak dodeljenih ugovora*  
*Tabela 3: Dinamika implementacije projekta*  
*Tabela 4: Indikatori učinka/ishoda*

## 1. Narativni izveštaj

### 1.1 Sažeti pregled projekta

Naziv projekta		
Cilj		
Stupanje na snagu Okvirnog sporazuma o zajmu (OKS).		
Struktura implementacije projekta		
Procenjeni troškovi projekta	Originalno:	Revidirano:
Odobreni iznos BRSE Zajma		
Maksimalan iznos finansiranja BRSE ukupnih prihvatljivih troškova (u procentima)		
Drugi izvori finansiranja		
Period implementacije	Originalni: mm/gg- mm/gg	Revidirani:
Krajnji datum za isplatu BRSE kredita		

### 1.2 Preduzete aktivnosti i postignuti rezultati

Molimo opišite napredak aktivnosti u vezi sa Projektom, uključujući, ali ne ograničavajući se na:

Aktivnost	Napredak i rezultati
Otkup i priprema zemljišta	
Studije i dizajn	
Aktivnosti vezane za nabavku	
Radovi, uključujući fotografije koje pokazuju najnoviji napredak	
Oprema	
Upravljanje rizicima po životnu sredinu, društvo i zdravlje i bezbednost na radu i povezanim pitanjima (informacije o bilo kom incidentu koji se dogodio; usklađenost i preduzete korektivne mere)	

### 1.3 **Ugroženost**

Molimo opišite kako se faktori ranjivosti rešavaju u ovom projektu i kako projekat jača socijalnu koheziju definisanu kao „sposobnost društva da osigura dobrobit svih svojih članova, minimizirajući disparitete i izbjegavajući marginalizaciju“<sup>4</sup>

Faktori ugroženosti se odnose na: (a) gde ljudi žive (faktori ranjivosti zasnovani na mestu), (b) njihov socio-ekonomski status (faktori socio-ekonomske ranjivosti) i (c) faktori ranjivosti koji se odnose na individualne karakteristike.

### 1.4 **Izgleđi uticaja (da budu predstavljeni u izveštaju o završetku)**

Po potrebi pružite informacije i komentare o doprinosu Projekta postizanju opšteg cilja.

### 1.5 **Komunikacija i Aktivnosti vidljivosti**

Molimo vas da obavestite o aktivnostima komunikacije i vidljivosti (javne objave, medijski/novinski članci u kojima se pominju BRSE i/ili drugi partneri) uključujući linkove za bilo koje medijske događaje i članke.

### 1.6 **Odstupanja od Plana i poteškoće koje su naišle, ako ih ima, i mere za ublažavanje**

Obezbedite informacije o svim većim ograničenjima/odstupanjima od plana, posebno, ali ne ograničavajući se na probleme koji rizikuju odlaganje projekta. U tabeli ispod obrazložite razloge za ovakva odstupanja i predložite korektivne mere.

<b>Predloženi akcioni plan za rešavanje problema (ako ih ima):</b>			
<b>Ograničenje/odstupanje</b>	<b>Korektivna mera</b>	<b>Odgovor</b>	<b>Datum završetka</b>

### 1.7 **Uslovi koji prethode isplati**

Molimo vas da detaljno navedete uslove koji tek treba da budu ispunjeni u skladu sa uslovima Okvirnog ugovora o zajmu i obavestite o napretku u ispunjavanju uslova.

### 1.8 **Specifični projektni poduhvati**

Molimo vas da opišete napredak u rešavanju konkretnih obaveza projekta kao što je definisano u OKS i imajte na umu da će Zajmoprimac poštovati obaveze date pre dana završetka Projekta, osim kada je ovde predviđen konkretan rok u vezi sa takvom usklađenošću.

Zajmoprimac će obezbediti da:

- (i) PIE i PIU će obavestiti BRSE što je pre moguće o svakoj reviziji troškova Projekta koji premašuju 10% prvobitno procenjenih troškova Projekta kako je navedeno u Prilogu 5, tabela 1 OKS;
- (ii) Zajmoprimac preko PIE i PIU će obavestiti BRSE u slučaju da su subvencije potrebne da bi se obezbedila dugoročna održivost investicije, npr. za pokrivanje troškova poslovanja i održavanja; Zajmoprimac će preko PIE obezbediti raspoloživost sredstava za te namene;

<sup>4</sup> Videti BRSE Strateški okvir i Savet Evrope. (2008). Izveštaj Radne grupe visokog nivoa za socijalnu koheziju u 21. veku, strana 14.

- (iv) Zajmoprimac će preko PIE-a i PIU-a obezbediti da se poštuju dalje obaveze u pogledu zaštite životne sredine i društva, kao što je predviđeno u potklauzuli 5.6 OKS;
- (v) Zajmoprimac preko PIE-a i PIU-a će osigurati da sva imovina i postrojenja u okviru Projekta budu trajno osigurani, održavani i funkcionisani u skladu sa najboljom međunarodnom praksom;
- (vi) Zajmoprimac će preko PIE i PIU osigurati da svo zemljište, prava na nepokretnu imovinu i dozvole potrebne za implementaciju Projekta budu blagovremeno dostupni;
- (vii) Zajmoprimac će preko PIE i PIU pripremiti i podeliti sa BRSE-om – po mogućnosti pre početka izgradnje i u svakom slučaju najkasnije do kraja 2023. godine – iscrpan i integrisan program koji pokriva sve faze Projekta, od idejnog dizajna do ulaska stanara, koristeći odgovarajući / profesionalni alat za planiranje;
- (viii) Zajmoprimac će preko PIE i PIU potvrditi – pre kraja 2023. godine – plan finansiranja za Projekat, uključujući način na koji će nedostatak finansiranja, ako postoji, biti pokriven. Istom prilikom se dostavlja i formalna procena vrednosti zemljišne parcele na kojoj se radi;
- (ix) Zajmoprimac će preko PIE-a i PIU-a podeliti, čim budu dostupni, a najkasnije do kraja 2023. godine, odobreni projektni zadatak za usluge projektovanja za Projekat, koji treba da uključuje nadzor projektovanja tokom faze izgradnje Projekta;
- (x) Zajmoprimac će preko PIE i PIU obavestiti BRSE do trenutka dodele prve tranše zajma u vezi sa zakonodavstvom koje se primenjuje u vezi sa zaštitom životinja koje se koriste u naučne svrhe, i svim identifikovanim nedostacima u vezi sa Direktivom 2010/63/EU o zaštiti životinja koje se koriste u naučne svrhe. Zajmoprimac će preko PIE i PIU takođe obavestiti BRSE o svim nedostacima preduzetim u vezi sa transpozicijom Direktive 2010/63/EU o zaštiti životinja koje se koriste u naučne svrhe u srpsko zakonodavstvo;
- (xi) Zajmoprimac će preko PIE i PIU izraditi sveobuhvatni plan upravljanja otpadom za upravljanje medicinskim i opasnim otpadom (ako se očekuje da će nastati) u objektima pored nemedicinskog i neopasnog otpada koji se generiše u okviru Projekta i podeliće ga sa BRSE-om radi informacija čim plan postane dostupan, a u svakom slučaju pre završetka Projekta;
- (xii) Zajmoprimac će preko PIE i PIU obavestiti BRSE o specifičnim uslovima koje je postavio Sekretarijat za zaštitu životne sredine nakon procesa revizije koncepta projekta;
- (xiii) Zajmoprimac će preko PIE i PIU dostaviti BRSE-u kopiju sertifikata o energetskim performansama najmanje jedne reprezentativne zgrade kampusa, nakon što se pomenuti sertifikat izda;
- (xiv) Zajmoprimac će preko PIE i PIU preduzeti sledeće u vezi sa usklađivanjem Projekta sa Pariskim sporazumom:

Uključiti u detaljni (i konačni) dizajn Projekta sve mere identifikovane u idejnom projektu za efikasno ublažavanje rizika koji proizilaze iz toplotnih talasa i suša (uključujući sisteme za hlađenje i mere efikasnosti vode);

Osigurati da maksimalna količina primarne energije koju troše zgrade koje će se razvijati kao deo Projekta za grejanje ne prelazi maksimalnu granicu klase energetskih performansi „B“, prema različitim tipovima zgrada i klasifikaciji utvrđenoj u „ Uredba o uslovima, sadržini i načinu izdavanja sertifikata o energetskim svojstvima zgrada („Službeni glasnik RS“, br. 69/2012, 44/2018 – dr.

zakoni i 111/2022)“ (ili najaktuelnije zakonodavstvo u pogledu energetske performansi).

### **1.9 Zaštita životne sredine i društva**

Molimo navedite napredak u vezi sa sledećim obavezama kako je navedeno u podtački 5.6. OKS

Proces eksproprijacije koji se sprovodi za potrebe Projekta će se preduzeti u skladu sa Standardom zaštite životne sredine i društva 2, kao što je priloženo u Prilogu 6 ovog zakona;

A Za potrebe Projekta biće uspostavljen poseban mehanizam za žalbe na nivou projekta. Zajmoprimac će, preko PIU-a, uspostaviti sistem koji mu omogućava da prati žalbe i bilo koji potencijalni problem ili nesreću tokom faze izgradnje Projekta, i izveštavaće BRSE na nivou projekta o žalbama podnetim na osnovu toga; takvo izveštavanje treba da bude uključeno u izveštaje o praćenju projekta koji će biti dostavljeni u skladu sa klauzulom 6.1 Sporazuma.

*Takvi izveštaji o praćenju će takođe uključivati posebne odeljke o:*

- Aktivnostima eksproprijacije koje se sprovode za potrebe Projekta, kako bi BRSE bio informisan o napretku procesa eksproprijacije, uključujući i potencijalne žalbe podnete u vezi sa takvim aktivnostima; i
- ekološkoj i društvenoj zaštiti, gde će biti uključeni svi ekološki, socijalni i/ili zdravstveni i bezbednosni incidenti koji se mogu desiti i radnje za njihovo upravljanje. Sve potencijalne žalbe koje se mogu izneti u vezi sa Projektom će takođe biti uključene, kao i sve radnje preduzete od strane Zajmoprimca u vezi sa angažovanjem zainteresovanih strana za Projekat.

### **1.10 Specifične preporuke za projekat**

Navedite napredak u vezi sa adresiranjem sledećih preporuka projekta

- (i) Uspostavite temeljan sistem upravljanja rizikom projekta, ako je potrebno uz stručnu pomoć za podršku početnoj proceni rizika i obučite osoblje MJU za upravljanje rizicima tokom trajanja projekta.
- (ii) Predvidite podršku specijalističkog konsultanta u planiranju projekta tokom pripreme faze kako biste pripremili detaljan i integrisan program koji pokriva sve faze i komponente obima.
- (iii) Predvidite podršku specijalističkog konsultanta za pokrivanje aspekata vezanih za životnu sredinu, društvo i klimu – iz perspektive zaštitnih mera, kako to zahteva primenjivo zakonodavstvo, kao i za eventualno poboljšanje društvene i ekološke održivosti i rezultata projekta, barem tokom pripreme / faza projektovanja. Ovo bi trebalo da uključi zelena i društveno odgovorna razmatranja nabavki kao što su, između ostalog, ekološki zahtevi kao kriterijum izbora (izbor zasnovan na troškovima životnog ciklusa opreme), ekološke klauzule kao „uslov učinka“ u ugovorima, itd.
- (iv) Predvidite podršku specijalističkog konsultanta za ispitivanje tržišta opreme i potvrđivanje strategije nabavke opreme, sa posebnim fokusom na opravdanost opreme koja bi mogla biti predmet direktnog pregovaranja.
- (v) Obratite posebnu pažnju na mehanizme revizije cena prilikom ugovaranja radova i usluga, kako bi troškovi projekta ostali održivi u trenutnom inflatornom kontekstu.
- (vi) U pogledu dobrobiti životinja: uložiti napore da se izbegnu rizici za dobrobit životinja tokom njihovog zahtevanog transfera; promovisati i sprovoditi etičku praksu u vezi sa bilo kojim istraživanjem na životinjama, uključujući testiranje, koje se može odvijati u kampusu, i preduzimati sve aktivnosti u vezi sa



2010/63/ EU.

- (vii) Procenite rodne aspekte tokom faze detaljnog projektovanja i obavestite BRSE o rodnim razmatranjima koja proizilaze iz projekta, u izveštajima o praćenju.
- (viii) Razmotrite sertifikaciju zgrada kampusa po međunarodnoj šemi sertifikacije zelene gradnje (kao što su LEED, BREEAM, EDGE ili drugi).
- (ix) Ograničite maksimalnu količinu primarne energije koja se troši za grejanje zgrada kampusa tako da ne prelazi maksimalnu granicu „A“ klase energetske performansi, prema klasifikaciji utvrđenoj u „Pravilniku o uslovima, sadržaju i načinu izdavanja sertifikata o energetskim svojstvima zgrada (Sl. glasnik RS, br. 69/2012, 44/2018 – drugi zakoni i 111/2022)“ (ili najsavremeniji propisi u pogledu energetske performansi).
- (x) Procenite nekoliko opcija za mešavinu energije u kampusu, sa različitim izvorima energije i električne energije, uključujući obnovljive izvore energije kao što je fotonapon.
- (xi) Preduzmite jako angažovanje zainteresovanih strana tokom faze detaljnog projektovanja kako biste procenili društvene uticaje projekta tokom izgradnje, kao i operativne faze. PIU će preuzeti ulogu nadzora u ovom procesu.

Zemlja: Republika Srbija Zajmoprimac: LD 2147 (2023) Naziv projekta: Bio4										Datum izveštaja: _____				
TROŠKOVI	Del. br. ugovora (ako je primenljivo)	Procenjeni troškovi (Bazna vrednost - u vreme odobrenja zajma)	Revidirani troškovi (Datum revizije: DD/MM/GGGG)	Nastali troškovi					% nastalih troškova (% revidiranih troškova)	Predviđeni troškovi		Bruto površina (m2)	jedinični trošak po m2 bruto površine (na osnovu revidiranih troškova)	jedinični trošak po m2 bruto površine (na osnovu revidiranih troškova)
				2023	2024	2025	2026	Ukupno troškovi		Do završetka projekta	od toga, u narednih 12 meseci			
Indikativni troškovi po pozicijama*		(a)	(b)					(c)	(d) = (c)/(b)					
<b>Zemljište/Vlada Srbije u naturi</b>														
Zemljište/Vlada Srbije u naturi		34.500.000												
<b>Međuzbir</b>		<b>34.500.000</b>												
<b>Predgradnja i projektovanje</b>														
Priprema (uključujući rušenje)		1.000.000												
Troškovi projektovanja		5.654.518												
<b>Međuzbir</b>		<b>6.654.518</b>												
<b>Izgradnja, oprema i nepredviđeni troškovi</b>														
Komponenta 1 - Biološki fakultet		29.418.827										22.769	<b>1.292</b>	
Komponenta 2 – Farmaceutski fakultet		51.792.598										35.715	<b>1.450</b>	
Komponenta 3 - kompleks Instituta - jedinica 1		35.712.061										29.763	<b>1.200</b>	
Komponenta 4 - kompleks Instituta - jedinica 2		31.180.538										19.522	<b>1.597</b>	
Komponenta 5 - Vivarijum **		15.241.680										5.453	<b>2.795</b>	
Komponenta 6 – Nauka i tehnologija Park i centar za ideje		38.297.468										25.836	<b>1.482</b>	
Komponenta 7 - Centralno okupljalište korisnika BIO4 Kampus "Mingiarium"		40.640.740										20.916	<b>1.943</b>	
Komponenta 8 – Specijalizovana oprema		117.395.999												
<b>Međuzbir</b>		<b>359.679.912</b>										<b>159.974</b>	<b>2.248</b>	
<b>Završetak</b>														
Uređenje pejzaža uključujući ozelenjavanje zgrada / krovova		4.130.100												
Nadzemni parking i krovovi		1.792.500												
<b>Međuzbir</b>		<b>5.922.600</b>												
<b>Upravljanje projektima i tehnički nadzor</b>														
Upravljanje projektima i tehnički nadzor		6.785.421												
<b>Međuzbir</b>		<b>6.785.421</b>												
<b>UKUPNO</b>		<b>413.542.451</b>												
<b>UKUPNI PRIHVATLJIVI TROŠKOVI</b>									<b>398.300.770</b>					
										% nastalih troškova koji su već finansirani				

Procenjeni	Revidirani	Primljena sredstva					% po izvoru finansiranja (stvarni)	Predviđeni troškovi	
Osnovni - u vreme	Datum revizije: DD/MM/GGGG	2023	2024	2025	2026	Ukupno primljena	Do završetka	od toga, u narednih	

		odobrenja zajma						sredstva		projekta	12 meseci
IZVORI FINANSIRANJA*	Vlada	198.300.770									
	BRSE zajam	200.000.000									
	Ostalo ***										
	UKUPNO	398.300.770						100.00%			

\*Stavke troškova i izvori finansiranja biće dodatno dopunjeni detaljima/ažurirani tokom implementacije projekta.

\*\* U vreme procene troškovi Vivarijuma nisu se smatrali kvalifikovanim za finansiranje BRSE-a jer BRSE zahteva usklađenost sa (EU) Direktivom 2010/63/EU izmenom i dopunom

Uredbe (EU) 2019/1010 Evropskog parlamenta i Saveta zaštite životinja koje se koriste u naučne svrhe, stoga nisu uključene u ukupne prihvatljive troškove projekta

\*\*\* Molimo navedite druge izvore finansiranja i dodajte još redova ako je potrebno

TABELA 2A - Plan nabavki za HHHH godinu (bez PDV-a)

Zemlja: Republika Srbija Zajmoprimac: LD 2147 (2023) Naziv projekta: BIO4													Datum izveštaja: _____
<b>1. Građevinski radovi</b>													
1	2	3	4	5	6	7	8	9	10	11	12	13	
Del. br.	Opis ugovora	Valuta očekivanih troškova	Očekivani troškovi, u EVRIMA	Finansira	Broj lotova	Metoda nabavke	Poželjan domaći izvođač (da/ne)	Pregledala banka: (PRE/POSLE)	Očekivani datum pokretanja tendera	Očekivani datum otvaranja ponuda	Očekivani datum evaluacije ponuda	Očekivani datum potpisivanja ugovora	
<b>2. Roba</b>													
1	2	3	4	5	6	7	8	9	10	11	12	13	
Del. br.	Opis ugovora	Valuta očekivanih troškova	Očekivani troškovi, u EVRIMA	Finansira	Broj lotova	Metoda nabavke	Poželjan domaći izvođač (da/ne)	Pregledala banka: (PRE/POSLE)	Očekivani datum pokretanja tendera	Očekivani datum otvaranja ponuda	Očekivani datum evaluacije ponuda	Očekivani datum potpisivanja ugovora	
<b>3. Usluge</b>													
1	2	3	4	5	6	7	8	9	10	11	12	13	
Del. br.	Opis ugovora	Valuta očekivanih troškova	Očekivani troškovi, u EVRIMA	Finansira	Broj lotova	Metoda nabavke	Poželjan domaći izvođač (da/ne)	Pregledala banka: (PRE/POSLE)	Očekivani datum pokretanja tendera	Očekivani datum otvaranja ponuda	Očekivani datum evaluacije ponuda	Očekivani datum potpisivanja ugovora	

Napomena: U koloni 5 navesti izvore finansiranja čije korišćenje se očekuje, npr. BRSE, državni budžet, itd.

Napomena: Kolonu 8 "Poželjan domaći izvođač" popuniti samo u slučaju nabavke metodom međunarodnog tendera. U slučaju drugih vrsta nabavke, uneti "Nije primenljivo".

Napomena: Kolonu 9 "Pregledala banka" popunjava RBSE.







TABELA 4 – INDIKATIVNI POKAZATELJI PROJEKTA (koji će se dalje razvijati)

Zemlja: Republika Srbija Zajmoprimac: LD 2147 (2023) Naziv projekta: BIO4		Datum izveštavanja: _____			
POKAZATELJI	JM	Bazna vrednost (trenutna) ako je primenjivo	Cilj projekta	Ostvareno po završetku	KOMENTARI
<b>IZLAZNI INDIKATORI</b>					
Izgrađena površina	m <sup>2</sup>				
Vrsta izgrađene površine (kancelarija, laboratorija, obrazovni prostor, konferencijska sala, sportski objekat, vrtić, ugostiteljski prostor...)	m <sup>2</sup>				
Izgrađeno područje koje predstavlja novi objekat / zamenu postojećeg objekta / proširenje postojećeg objekta, uključujući naziv dotične institucije	m <sup>2</sup>				
Kapacitet, prema tipu korisnika, npr. broj studenata, doktora nauka, nastavnika, profesionalaca (radnika u privatnim kompanijama) i novih korisnika (npr. raznih novih usluga/agencija, tj.)	Broj osoba				
Oprema isporučena u okviru Projekta, po relevantnom tipu	Broj i €				
Stanovništvo koje živi u neposrednoj blizini kampusa (definišite udaljenost, npr. 2 km?)	Broj domaćinstava				
Uključujući udeo „ugroženog“ stanovništva (da se dalje definiše)	Broj domaćinstava				
Broj novih ciljanih patenata i vrednost (ako su dostupni)	Broj i €				
Broj i vrednost ciljanih grantova	Broj i €				
Mogućnosti za zapošljavanje / slobodna radna mesta kreirana od strane Kampusa	Broj				
Poslovi koje je zapravo zauzela ciljna populacija	Broj				
Broj dobijenih novih patenata i vrednost vidi gore	Broj				
Broj dobijenih grantova i vrednost vidi gore	Broj				
Broj privatnih preduzeća koja iznajmljuju prostor u kampusu BIO4, razlikujući domaće od međunarodnog, i veličinu kompanije (mikro-/start-up, mala i srednja preduzeća, srednja kapitalizacija i zašto ne velika)	Broj				
Broj zaposlenih u privatnim preduzećima koja iznajmljuju prostor u okviru BIO4 kampusa	Broj				
<b>INDIKATOR UGROŽENOSTI</b>					
Broj stipendija na osnovu kriterijuma prihoda	broj				
Broj staža na osnovu kriterijuma ugroženosti (npr. invalidnost)	broj				
<b>UTICAJ RODNE PRIPADNOSTI</b>					
Broj učenica	broj				
Broj žena doktora nauka	broj				
Broj ženskih istraživača sa punim radnim vremenom	broj				
Broj novoosnovanih preduzeća u vlasništvu žena	broj				
<b>KLIMATSKA AKCIJA</b>					
Ciljani sertifikat energetske performansi	A, B ili C				
Energetske performanse svake zgrade	Kwh/ m <sup>2</sup> godina				

**PRILOG 6:****ESSS 2 – Pribavljanje zemljišta, ekonomsko raseljavanje i nedobrovoljno preseljenje****UVOD**

1. Nedobrovoljno preseljenje koje je rezultat sticanja zemljišta izazvanog projektom i/ili ograničenja u pogledu korišćenja zemljišta:

1.1 Fizičko raseljavanje (premeštanje ili gubitak skloništa); i

1.2 Ekonomsko raseljavanje (gubitak imovine ili resursa, i/ili gubitak pristupa imovini ili resursima koji dovodi do gubitka izvora prihoda ili sredstava za život)

2. Preseljenje je nedobrovoljno kada pogođena lica nemaju pravo da odbiju otkup zemljišta ili ograničenja u korišćenju zemljišta, koja rezultiraju raseljavanjem. Ovo se tiče:

2.1 Zakonita eksproprijacija ili ograničenja korišćenja zemljišta na osnovu eminentnog domena;

2.2 Pregovaračka poravnanja u kojima kupac može pribeći eksproprijaciji ili nametnuti zakonska ograničenja za korišćenje zemljišta ako pregovori sa prodavcem ne uspeju.

3. Nedobrovoljnim preseljenjem treba upravljati na odgovarajući način kako bi se izbeglo:

3.1 Trajne poteškoće i osiromašenje za pogođene osobe, šteta po životnu sredinu i štetni društveno-ekonomski uticaji u zajednicama domaćinima;

3.2 Štetni efekti na implementaciju projekta, uključujući prekoračenje budžeta, sudske sporove i rizik za reputaciju.

4. Ciljevi ESSS 2 su:

4.1 Izbeći ili, kada je to neizbežno, minimizirati nedobrovoljno preseljenje istraživanjem alternativnih opcija projekta;

4.2 Ublažavanje negativnih društvenih i ekonomskih uticaja od sticanja zemljišta zbog projekta ili ograničenja u korišćenju i pristupu imovini i zemljištu od strane pogođenih lica;

4.3 Vratiti ili, gde je moguće, poboljšati sredstva za život i životni standard raseljenih lica na nivoe pre raseljenja;

4.4 Poboljšati uslove života fizički raseljenih lica kroz obezbeđivanje adekvatnog smeštaja.

**OBIM I PRIMENA**

5. ESSS 2 se primenjuje ako due-diligence proces projekta ukazuje da bi projekat uključivao nedobrovoljno preseljenje (uključujući prinudno preseljenje u bliskoj prošlosti ili doglednoj budućnosti koje je direktno povezano sa projektom).

6. Ovaj ESSS se ne primenjuje na preseljenje koje je rezultat dobrovoljnih transakcija sa zemljištem (tržišne transakcije u kojima prodavac nije dužan da proda, a kupac ne može da pribegne eksproprijaciji ili drugim prinudnim postupcima ako pregovori ne uspeju) i gde takva transakcija utiče samo na sa zakonskim pravima.

**ZAHTEVI**



7. Od zajmoprimca se traži da proaktivno upravlja sticanjem zemljišta u vezi sa projektom, ekonomskim raseljavanjem i prinudnim preseljenjem i da obezbedi da su radnje navedene u sledećim paragrafima preduzete i dokumentovane.

#### **Izbegavanje/minimiziranje nedobrovoljnog preseljenja**

8. Razmotrite izvodljive alternativne opcije projekta da biste izbegli ili barem minimizirali fizičko i/ili ekonomsko raseljavanje, uz balansiranje ekoloških, društvenih i ekonomskih troškova i koristi.

#### **Obim i planiranje**

9. Odrediti potreban obim planiranja prinudnog preseljenja, kroz pregled zemljišta i imovine, potpuni popis lica koja će biti raseljena, i procenu socio-ekonomskih uslova posebno vezanih za rizike i negativne uticaje prinudnog preseljenja. Ovo uspostavlja osnovne informacije o imovini, proizvodnim resursima i statusu sredstava za život. Uključuju razmatranje običajnih prava i kolektivnih ili zajedničkih oblika posedovanja zemljišta. Uzmite u obzir pol u sprovođenju gore navedenog.

10. Osigurati da proces planiranja preseljenja i dokumentacija budu proporcionalni obimu i stepenu uticaja. Stepenu uticaja je određen: (a) obimom fizičkog i ekonomskog raseljavanja; i (b) ugroženošću lica koja će biti raseljena zbog projekta.

11. Pregledati pravni okvir zemlje domaćina koji se primenjuje na sticanje zemljišta u vezi sa projektom, ekonomsko raseljavanje i prisilno preseljenje i analizirati potencijalne nedostatke sa ESSS 2 i predložite pristup za rešavanje ovih nedostataka u Planu/Okviru preseljenja ili Planu/Okviru za obnovu sredstava za život

#### **Priprema plana preseljenja/plan obnove sredstava za život**

12. Kada je raseljavanje fizičko, pripremiti Plan preseljenja koji definiše prava raseljenih lica, strategiju vraćanja prihoda i sredstava za život, institucionalne aranžmane, okvir za praćenje i izveštavanje, budžet i vremenski ograničen raspored implementacije. Uključiti pogođena lica u konsultacije o planu preseljenja i obelodaniti nacrt dokumentacije za preseljenje u skladu sa zahtevima za informisanje i konsultacije u ESSP.

13. Plan preseljenja dopunjuje širu analizu društvenih rizika i štetnih uticaja u proceni životne sredine i društva i treba da pruži odgovarajuće smernice za rešavanje specifičnih pitanja povezanih sa prinudnim preseljenjem, uključujući otkup zemljišta, promene prava korišćenja zemljišta, običajna prava, fizička i ekonomsko raseljavanje, i potencijalna prilagođavanja dizajna koja mogu smanjiti prirodu i/ili obim preseljenja.

14. Kada je raseljavanje samo ekonomsko, pripremiti Plan obnove sredstava za život. Obezbediti mere koje treba preduzeti u slučaju sporova oko naknade.

15. Kada su uticaji na celokupno raseljeno stanovništvo manji, ili je raseljeno manje od 50 domaćinstava, zajmoprimac/promotor projekta može, uz prethodno odobrenje Banke, da preduzme pripremu skraćenog Plana preseljenja, koji obuhvata specifične elemente koji mogu biti utvrđuje Banka. Uticaji se smatraju „manjim“ ako pogođene osobe nisu fizički raseljene i ako je izgubljeno manje od 10 procenata njihovih proizvodnih sredstava.

#### **Priprema okvira za planiranje preseljenja/okvira za obnovu sredstava za život**

16. U skladu sa sporazumom Banke, i u specifičnim okolnostima navedenim u dole navedenim tačkama, Zajmoprimac/promoter projekta može preduzeti, kao preliminarni pristup rešavanju pitanja sticanja zemljišta u vezi sa projektom,

ekonomskog raseljavanja i prinudnog preseljenja, pripremu Okvira za planiranje preseljenja ili Okvira za obnavljanje sredstava za život ako:

16.1 projekat uključuje Prinudno preseljenje, ali se sastoji od programa ili niza aktivnosti čiji detalji još nisu identifikovani u vreme kada BRSE odobri projekat; ili

16.2 Banka utvrdi da procena zaštite životne sredine i socijalne zaštite identifikovanih projektnih aktivnosti koje uključuju prinudno preseljenje može biti sprovedena korišćenjem faznog pristupa.

17. Okvir za planiranje preseljenja ili okvir za obnovu sredstava za život treba da se pripremi što je pre moguće u fazi planiranja projekta i treba da sadrži najmanje sledeće elemente:

17.1 Pregled pravnog okvira zemlje domaćina koji se primenjuje na sticanje zemljišta u vezi sa projektom, ekonomsko raseljavanje i nedobrovoljno preseljenje i analiza potencijalnih nedostataka sa ESSS;

17.2 Aranžmani predviđeni za pripremu posebnih planova preseljenja ili planova za obnavljanje sredstava za život, gde je to potrebno;

17.3 Budžetske odredbe za pokrivanje potencijalnih troškova sticanja zemljišta u vezi sa projektom, ekonomskog raseljavanja i nedobrovoljnog preseljenja.

### **Konsultacije**

18. Sprovesti značajne konsultacije sa osobama koje će biti raseljene zbog projekta, zajednicama domaćinima i relevantnim nevladinim organizacijama i olakšati njihovo informisano učešće u konsultacijama. Konsultujte se sa svim licima koja će biti raseljena o njihovim pravima u okviru procesa preseljenja, pravima i opcijama preseljenja, u okviru procesa preseljenja i njihovom daljem učešću u procesu. Osigurati njihovo učešće u planiranju, implementaciji, praćenju i evaluaciji Plana preseljenja.

19. Obratiti posebnu pažnju na potrebe ugroženih grupa, posebno onih ispod granice siromaštva, osoba bez zemljišta, starijih, žena i dece i onih koji nemaju zakonsko pravo na zemljište, i omogućiti njihovo učešće u konsultacijama.

### **Pomoć pri preseljenju i socijalna podrška**

20. Pružiti licima raseljenim u okviru projekta neophodnu pomoć, uključujući sledeće: (a) ako postoji preseljenje, sigurnost zakupa (sa zakupnim pravima koja su jaka koliko i prava koja su raseljena lica imala na zemljište ili imovinu iz koje raseljeni su) zemljišta za preseljenje (i imovine, po potrebi), odgovarajućeg smeštaja na mestima za preseljenje sa uporedivim pristupom zapošljavanju i mogućnostima proizvodnje, ekonomskom i socijalnom integracijom preseljenih lica u njihove zajednice domaćina i proširenjem pogodnosti projekta na zajednice domaćina da se olakša proces preseljenja; (b) tranzicionu podršku i razvojnu pomoć, kao što su razvoj zemljišta, kreditne mogućnosti, obuke ili mogućnosti zapošljavanja; i (c) civilnu infrastrukturu i usluge u zajednici, prema potrebi.

21. Podržati socijalne i kulturne institucije raseljenih lica u okviru projekta i njihovo stanovništvo u cilju rešavanja pitanja preseljenja. Tamo gde su rizici i uticaji prinudnog preseljenja veoma složeni i osetljivi, razmotriti sprovođenje faze socijalne pripreme kako bi se izgradili kapaciteti ranjivih grupa za rešavanje pitanja preseljenja, koja se sastoji od konsultacija sa pogođenim licima i populacijom domaćinom pre donošenja ključnih odluka o nadoknadi i preseljenju. Troškovi socijalne pripreme treba da budu uključeni u budžet za preseljenje.

### **Obnova sredstava za život i životni standard**

22. Poboljšati, ili barem obnoviti, sredstva za život svih lica raseljenih u okviru projekta kroz: (a) gde je moguće, strategije preseljenja na zemljištu kada su izvori za život na kojima se to utiče na zemljištu ili gde je zemljište u zajedničkom vlasništvu; ili novčana nadoknada u vrednosti zamene za zemljište, uključujući prelazne troškove, kada gubitak zemljišta ne ugrožava egzistenciju; (b) brzu zamenu imovine imovinom jednake ili veće vrednosti; (c) brzu kompenzaciju po punoj ceni zamene za imovinu koja se ne može vratiti; i (d) programe izgradnje kapaciteta za podršku poboljšanom korišćenju sredstava za život i za poboljšanje pristupa alternativnim izvorima sredstava za život. Uključiti transakcione troškove u određivanje naknade. Ispitati mogućnosti za obezbeđivanje dodatnih prihoda i usluga putem podele koristi, kako priroda i ciljevi projekta dozvoljavaju.

23. Poboljšati životni standard za siromašne i druge ugrožene grupe raseljene u okviru projekta, uključujući žene, decu i osobe sa invaliditetom, do najmanje nacionalnih minimalnih standarda, uključujući pristup sistemima socijalne zaštite. U ruralnim područjima obezbediti ovim grupama legalan i pristupačan pristup zemljištu i resursima, a u urbanim sredinama obezbediti im odgovarajuće izvore prihoda i legalan i pristupačan pristup adekvatnom stanovanju.

### **Lica bez titule ili zakonskih prava**

24. Osigurati da lica raseljena u okviru projekta koja nemaju pravo na zemljište ili bilo koje prepoznatljivo zakonsko pravo na zemljište, ispunjavaju uslove i primaju pomoć pri preseljenju i nadoknadu za gubitak imovine koja nije na zemljištu, u skladu sa utvrđenim datumima preseka u planu raseljavanja. Uključiti ih u proces konsultacija za preseljenje. Ne uključivati naknadu za ova lica za bespravno naseljeno zemljište. Sprovedi premer zemljišta i popis stanovništva što je pre moguće u pripremi projekta kako bi se utvrdili jasni granični datumi za podobnost i spriječili zadiranje. Ako su ova raseljena lica podnela zahteve koji su trenutno pod administrativnim ili pravnim pregledom, razviti procedure za rešavanje ovih situacija.

### **Poravnanje po dogovoru**

25. Razviti procedure na transparentan, dosledan i pravičan način ako se sticanje zemljišta ili promena prava korišćenja zemljišta steknu putem pregovaračkog poravnanja u okviru projekta, kako bi se osiguralo da lica koja uđu u dogovorena poravnanja zadrže isti ili poboljšaju prihod i status sredstava za život.

### **Objavlivanje informacija**

26. Blagovremeno objaviti nacrt plana preseljenja ili plana za obnavljanje sredstava za život, uključujući dokumentaciju procesa konsultacija, u oblasti projekta, u skladu sa aranžmanima za obelodanjivanje informacija ESSP-a. Informacije treba da budu na pristupačnoj lokaciji, u formatu i jeziku (jezicima) razumljivim osobama koje su raseljene zbog projekta i relevantnim zainteresovanim stranama.

27. Na isti način otkriti konačnu verziju Plana preseljenja ili Plana za obnavljanje sredstava za život pogođenim licima i drugim zainteresovanim stranama. Redovno objavljivati ažurirane informacije o zaštiti životne sredine i društva, zajedno sa informacijama o svim relevantnim materijalnim promenama u projektu.

### **Implementacija i praćenje**

28. Dizajnirati i sprovesti aktivnosti prinudnog preseljenja ili obnavljanja sredstava za život kao deo projekta. Uključite pune troškove preseljenja u prezentaciju troškova i koristi projekta. Za projekat sa značajnim uticajima prinudnog preseljenja, razmotriti implementaciju komponente prinudnog preseljenja kao samostalan projekat.

29. Obezbediti nadoknadu i druga prava na preseljenje pre nego što se izvrši bilo kakvo fizičko ili ekonomsko raseljavanje pogođenih lica u okviru projekta.

30. Blisko nadgledati implementaciju Plana preseljenja ili Plana obnove sredstava za život tokom implementacije projekta.

31. Za projekte koji su predmet Plana raseljavanja, pratiti i procenjivati rezultate preseljenja i njihov uticaj na životni standard raseljenih lica i da li su ciljevi Plana raseljavanja postignuti, uzimajući u obzir osnovne uslove i rezultate praćenja preseljenja.

32. Objavljivati izveštaje o praćenju u skladu sa gornjom tačkom o obelodanjivanju informacija. Razmislite o korišćenju odgovarajuće kvalifikovanih i iskusnih trećih lica za podršku programima praćenja.

### **Postupanje po pritužbama lica koja su predmet prinudnog preseljenja**

33. Uspostaviti, kao deo Plana/Okvira preseljenja, ili Plana/Okvira obnavljanja sredstava za život, proceduru koja predviđa prijavljivanje i rešavanje problema ili pritužbi lica koja su predmet prinudnog preseljenja u vezi sa implementacijom projekta.

34. Dodeliti odgovornost za primenu procedure za postupanje sa žalbama na odgovarajuće kvalifikovanog člana osoblja<sup>5</sup> tima za upravljanje projektom.

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<sup>5</sup> Ili broj članova osoblja proporcionalan obimu projekta i povezanim rizicima

**Član 3.**

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