

Informacija o polaznim osnovama za zaključivanje Ugovora o kreditu sa Evropskom bankom za obnovu i razvoj (EBRD) za potrebe finansiranja Projekta unapređenja energetske efikasnosti u objektima obrazovanja u Crnoj Gori

Na osnovu uspostavljene saradnje sa Evropskom bankom za obnovu i razvoj (EBRD) i u skladu sa godišnjim Zakonom o budžetu za 2024. godinu, Ministarstvo prosvjete, nauke i inovacija obratilo se Ministarstvu finansija sa zahtjevom za iniciranje pregovora sa EBRD bankom u cilju potpisivanja Ugovora o kreditu za finansiranje Projekta unapređenja energetske efikasnosti u objektima obrazovanja u Crnoj Gori.

Naime, Ministarstvo prosvjete, nauke i inovacija u saradnji sa Evropskom bankom za obnovu i razvoj (EBRD) planira realizaciju projekta koji se odnosi na energetska unapređenje 24 odabrana obrazovna objekta u Crnoj Gori.

Projektom su obuhvaćeni objekti sva tri klimatska regiona (južni, centralni i sjeverni) i to 12 objekata na jugu, 9 objekata centralnog regiona i 3 objekta na sjeveru.

Takođe, odabrani obrazovni objekti su raspoređeni u deset gradova u Crnoj Gori. Ove zgrade služe različitim nivoima obrazovanja, uključujući osnovno obrazovanje (18 zgrada), srednje (2 zgrade), predškolsko (2 zgrade) i visoko (1 zgrada), i obuhvataju ukupnu površinu od 93.220m².

Objekti obuhvaćeni projektom su prikazani u sljedećoj tabeli:

Blažo Jokov Orlandić	Osnovno obrazovanje	Bar
Meksiko	Osnovno obrazovanje	Bar
Gimnazija "Niko Rolović"	Srednje obrazovanje	Bar
Kekec	Osnovno obrazovanje	Bar
Stefan Mitrov Ljubiša	Osnovno obrazovanje	Budva
Ljubica V. Jovanović - Maše	Predškolsko obrazovanje	Budva
Džafer Nikočević	Osnovno obrazovanje	Gusinje
Milan Vuković	Osnovno obrazovanje	Herceg Novi
Narodni heroj Savo Ilić	Osnovno obrazovanje	Kotor
JU Gimnazija JU Srednja Pomorska škola	Srednje obrazovanje	Kotor
JU OŠ "Nikola Đurković"	Osnovno obrazovanje	Kotor
Ratko Žarić	Osnovno obrazovanje	Nikšić
Olga Golović	Osnovno obrazovanje	Nikšić
JPU "Dragan Kovačević"	Predškolsko obrazovanje	Nikšić
Luka Simonović	Osnovno obrazovanje	Nikšić
Pavle Kovačević	Osnovno obrazovanje	Nikšić
Pavle Rovinski	Osnovno obrazovanje	Podgorica
Sutjeska	Osnovno obrazovanje	Podgorica
Dr Dragiša Ivanović	Osnovno obrazovanje	Podgorica
Studentski dom	Visoko obrazovanje	Podgorica
25. maj	Osnovno obrazovanje	Rožaje
Drago Milović	Osnovno obrazovanje	Tivat
Srednja mješovita škola "Mladost"	Srednje obrazovanje	Tivat
JU OŠ "Dušan Obradović"	Osnovno obrazovanje	Žabljak

Za pomenute objekte sačinjeni su i izvještaji o energetske reviziji predmetnih objekata (*Energy Audit Reports in Educational Buildings in Montenegro*) i studija izvodljivosti (*Feasibility Study Education Energy Efficiency Project – Montenegro*) od strane EBRD Banke, u kojima je dat pregled trenutnog stanja zgrada, prikazana ukupna potrošnja energije, kao i predložene mjere za poboljšanje energetske efikasnosti u ovim zgradama, sa ciljem smanjenja potrošnje energije, emisije CO₂, poboljšanja operativnih troškova i uštede energije, kao i poboljšanja nivoa komfora i strukturne sigurnosti zgrada.

Predložene mjere energetske efikasnosti odnose se na omotač zgrade (tj. zidove, krovove, otvore), postojeći sistem grijanja, trenutni sistem osvjetljenja, implementaciju sistema obnovljivih izvora energije, tehnologije pametnih zgrada, kao i sisteme za praćenje svake revidirane zgrade.

Takođe, za svaku obrazovnu ustanovu predložena je i instalacija sistema za upravljanje zgradama i mjere uštede vode.

Projektom su obuhvaćene i ne-EE mjere koje se odnose na: uvođenje rampi za pristupačnost, mjere bezbjednosti koje se odnose na potpunu obnovu električnog sistema, poboljšanje protivpožarnog sistema i zamjenu azbestnog zida, kao i jačanje strukture tj. rješavanje manjih strukturnih problema kao dio mjera energetske efikasnosti, i poboljšanje kritičnih građevinskih elemenata.

Ukupna procijenjena vrijednost ovog projekta iznosi 24 miliona eura. Od tog iznosa, 20 miliona eura planirano je da bude obezbijeđeno putem kreditnog aranžmana sa Evropskom bankom za obnovu i razvoj (EBRD), dok će preostalih 4 miliona eura biti osigurano putem investicionog granta iz Regionalnog programa energetske efikasnosti (REEP), koji finansira Evropska unija. Pored toga, EBRD je osigurao i sredstva za tehničku pomoć projektu u iznosu od približno 0,17 miliona eura.

Shodno navedenom, Ministarstvo finansija je započelo komunikaciju sa Evropskom bankom za obnovu i razvoj (EBRD) u cilju obezbeđivanja finansijskih sredstava za realizaciju predmetnog Projekta koje je od velikog značaja za ustanove u oblasti obrazovanja. Kao početni korak, razmijenjeni su nacrti sporazuma između Ministarstva i EBRD-a, koji predstavljaju osnovu za dalju razradu uslova finansiranja. Prema predloženom nacrtu, finansiranje će biti realizovano u skladu sa standardnim uslovima koje propisuje EBRD.

Na osnovu dosadašnjih, preliminaranih, razgovora sa EBRD bankom, planiran je zajam do 20 miliona EUR, sa rokom otplate od 15 godina, uključujući 3 godine grejs perioda. Kamata bi bila varijabilna, vezana za šestomjesečni EURIBOR uvećan za marginu od 1%. Dodatni uslovi uključuju naknadu za obradu kredita od 1% i naknadu na nepovučena sredstva od 0,5% godišnje, što je u skladu sa EBRD-ovim Standardnim uslovima zaduživanja.

U narednoj fazi, Ministarstvo finansija će se fokusirati na pregovore sa predstavnicima EBRD-a kako bi se postiglo konačno usaglašavanje teksta Ugovora o kreditu. Cilj je da se dogovore uslovi koji će biti prihvatljivi za obje strane i omogućiti uspješnu realizaciju Projekta.

Nakon što konačna verzija ugovora bude usaglašena, Ministarstvo finansija će informisati Vladu Crne Gore o uslovima i odredbama ugovora, i dostaviti ga na razmatranje i usvajanje.

Napominjemo, pravni osnov za zaključivanje predmetnog kreditnog aranžmana predstavlja Zakon o Budžetu Crne Gore za 2024. godinu (Službeni list Crne Gore, broj 124/2023 od 31.12.2023.) kao i Odluka o zaduživanju Crne Gore (Službeni list Crne Gore, broj 124/2023 od 31.12.2023.), gdje je navedeno da se Država, za finansiranje projekata, između ostalog, može zadužiti, kroz kreditni aranžman sa Evropskom bankom za obnovu i razvoj (EBRD), za potrebe finansiranja Projekta unapređenja energetske efikasnosti u objektima obrazovanja u Crnoj Gori, u iznosu do 20 miliona eura.

*Subject to further internal review and review by counsel
Draft v4 dated 21 August 2024*

(Operation Number 54660)

LOAN AGREEMENT

(Education Energy Efficiency Project)

between

MONTENEGRO

and

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

This draft Loan Agreement has been prepared for preliminary discussion purposes only.
**Additional covenants may be added and the existing text is subject to change and
final approval by European Bank for Reconstruction and Development.**

Dated [_____] 2024

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LOAN AGREEMENT

AGREEMENT dated [_____] 2024 between **MONTENEGRO** (the "Borrower") and **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT** (the "Bank").

PREAMBLE

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

WHEREAS, the Borrower intends to implement the Project as described in Schedule 1 which is designed to assist the Borrower in the implementation of energy efficiency and renewable energy measures in twenty-three (23) schools and kindergarten buildings and one (1) students' dormitory across Montenegro (the "Educational Buildings");

WHEREAS, the Project will be implemented through the Ministry of Education, Science and Innovation of Montenegro (the "Project Executing Agency"); ***[Borrower to please confirm the full name of the ministry responsible for the implementation of the project]***

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

WHEREAS, the Bank intends to make available an investment grant of up to EUR 4,000,000 (four million Euros) to assist the Borrower to implement the Project (the "Investment Grant") funded by the European Union through the Regional Energy Efficiency Programme ("REEP"), subject to the terms and conditions of a grant agreement to be entered into between the Bank and the Borrower (the "Investment Grant Agreement");

WHEREAS, the Bank intends to make available technical assistance funds provided by donors in form of grants to finance: (i) the preparation of the energy efficiency feasibility study in an amount of up to EUR 50,000 (fifty thousand Euros), funded by the Austrian DRIVE Fund; (ii) the procurement support for the selection of the project implementation unit consultant in an amount of up to EUR 25,000 (twenty-five thousand Euros), funded by the EBRD Shareholder Special Fund; and (iii) the development of a programme to raise awareness and prevent gender-based violence and harassment (GVBH) in an amount of up to EUR 100,000, funded by EBRD Gender and Economic Inclusion Shareholder Special Fund (collectively referred to as "TA Grants"), subject to the terms and conditions of one or more technical assistance grant agreements to be entered into between the Bank and the Borrower (the "TA Grant Agreements");

WHEREAS, the Bank has agreed on the basis of, *inter alia*, the foregoing to make a loan to the Borrower in the amount of EUR 20,000,000 (twenty million Euros), subject to the terms and conditions set forth or referred to in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I - STANDARD TERMS AND CONDITIONS; DEFINITIONS

Section 1.01. Incorporation of Standard Terms and Conditions

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

Section 1.02. Definitions

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

"Authorisation"	means any consent, registration, filing, agreement, notarisation, certificate, license, approval, permit, authority or exemption from, by or with any Governmental Authority, whether given or withheld by express action or deemed given or withheld by failure to act within any specified time period and all corporate, creditors' and shareholders' approvals or consents.
"Borrower's Authorised Representative"	means the Minister of Finance of the Borrower.
"Consultants"	means the consultants to be engaged for the implementation of the Project as specified in Section 3.05.
"ClientNet"	means the Bank's online portal for the transmission of documents and information between the Bank and its clients, and any replacement website as the Bank may from time to time notify the Borrower.
"Designated Performance Requirements"	means Performance Requirements 1 through 8 and 10 (or, as the context may require, any one of such Performance Requirements) of the Performance Requirements dated April 2019 and related to the Bank's Environmental and Social Policy dated April 2019.
"Enforcement Policy and Procedures"	means the Bank's Enforcement Policy and Procedures dated 4 October 2017.
"Environmental and Social Action Plan" or	

"ESAP"	means the plan of environmental and social mitigation and improvement measures dated 14 August 2024 and prepared by ENOVA consultants a copy of which is attached hereto as Schedule 3, as such plan may be amended from time to time with the prior written consent of the Bank in accordance with Section 3.04(c).
"Environmental and Social Client Disclosure Documentation"	means the written information furnished by or on behalf of the Borrower to the Bank pursuant to the environmental and social due diligence report dated August 2024 and prepared by ENOVA containing information relating, inter alia, to Environmental and Social Matters and any amendment or supplement to such information which is accepted by the Bank.
"Environmental and Social Law"	means any applicable law in any relevant jurisdiction, concerning the protection of the environment, workers, communities or project affected people.
"Environmental and Social Management Plan"	means the environmental and social management plan approved by EBRD in accordance with the environmental and social due diligence report dated August 2024.
"Environmental and Social Matter"	means any matter that is the subject of any Environmental and Social Law, any Designated Performance Requirement or the Environmental and Social Action Plan.
"Green Project Monitoring Plan"	means the plan agreed with EBRD, specifying the key performance indicators relating to green economy transition, climate risk, and alignment with the goals of the Paris Agreement, set out in Schedule 3, as such plan may be amended from time to time with the prior written consent of EBRD.
"Fiscal Year"	means the Borrower's fiscal year commencing on 1 January of each year.
"Governmental Authority"	means the government of the Borrower, or of any political subdivision thereof, whether state, regional or local, and any agency, authority, branch, department, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government or any subdivision thereof (including any supra-national bodies),

and all officials, agents and representatives of each of the foregoing.

"Last Availability Date" means the last availability date specified in Section 2.02(f).

"Loan Currency" means EUR.

"Paris Agreement" means an international treaty adopted at the 21st session of the Conference of Parties to the United Nations Framework Convention on Climate Change (FCCC/CP/2015/10/Add.1).

"PIU" means the project implementation unit referred to in Section 3.02.

Section 1.03. Interpretation

In this Agreement, a reference to a specified Article, Section or Schedule shall, except where stated otherwise in this Agreement, be construed as a reference to that specified Article or Section of, or Schedule to, this Agreement.

ARTICLE II - PRINCIPAL TERMS OF THE LOAN

Section 2.01. Amount and Currency

(a) The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of up to EUR 20,000,000 (twenty million Euros).

Section 2.02. Other Financial Terms of the Loan

- (a) The Minimum Drawdown Amount shall be EUR 500,000.
- (b) The Minimum Prepayment Amount shall be EUR 1,000,000.
- (c) The Minimum Cancellation Amount shall be EUR 500,000, or in the case where less than EUR 500,000 remains outstanding, such remaining amount.
- (d) The Interest Payment Dates shall be 17 April and 17 October of each year.
- (e) (1) The Borrower shall repay the Loan in 22 (twenty-two) equal (or as nearly equal as possible) semi-annual instalments on 17 April and 17 October of each year, with the first Loan Repayment Date being 17 October 2028¹ and the last Loan Repayment Date being 17 April 2039. **[Date to be confirmed by EBRD closer to signing date.]**

¹ The date that is four (4) years from the date of this Agreement will be inserted.

(2) Notwithstanding the foregoing, in the event that the Borrower does not draw down the entire Loan amount prior to the first Loan Repayment Date specified in this Section 2.02.(e), then the amount of each drawdown made on or after the first Loan Repayment Date shall be allocated for repayment in equal amounts to the several Loan Repayment Dates which fall after the date of such drawdown (with the Bank adjusting the amounts so allocated as necessary so as to achieve whole numbers in each case). The Bank shall, from time to time, notify the Borrower of such allocations.

(f) The Last Availability Date shall be [17 October 2030]², or such later date that the Bank may in its discretion establish and notify to the Borrower and the Guarantor. ***[Date to be confirmed by EBRD closer to signing date.]***

(g) The rate of the Commitment Charge shall be 0.5% per annum.

(h) The Loan is subject to a Variable Interest Rate.

Section 2.03. Drawdowns

The Available Amount may be drawn down from time to time in accordance with the provisions of Schedule 2 to finance (1) expenditures made (or, if the Bank so agrees, to be made) in respect of the reasonable cost of goods, works and services required for the Project and (2) the Front-end Commission.

ARTICLE III - EXECUTION OF THE PROJECT

Section 3.01. Other Affirmative Project Covenants

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

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

(b) Make available to the Project Executing Agency the proceeds of the Loan and the Investment Grant for the implementation of the Project;

(c) Ensure that its Project Executing Agency takes all necessary measures to implement the Project and comply with the relevant terms of this Agreement, the Investment Grant Agreement and the TA Grant Agreements;

(d) Ensure that its Project Executing Agency establishes a Project Implementation Unit with adequate resources and suitably qualified personnel hired in accordance with the Project Implementation Unit's terms of reference satisfactory to the Bank, and ensures the continuity of service of the Project Implementation Unit until the Project is completed;

² The date that is six (6) years from the date of this Agreement will be inserted.

- (e) Upon a prior written request by the Bank, promptly, procure an independent review/assessment of the status of the Educational Buildings;
- (f) Ensure regular maintenance of the Educational Buildings as needed; and
- (g) Exempt from taxes (including, without limitation, VAT) and duties (including, without limitation, any customs duties) all goods, works and services (including consultancy services), procured for the Project and financed from the proceeds of the Loan, the Investment Grant or the TA Grants made available by the Bank, or provide for their reimbursement.

Section 3.02. Project Implementation Unit

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

Section 3.03. Procurement

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

- (a) Goods, works, services and consultancy services (excluding selection of a procurement consultant) shall be procured through open competitive procedures.
- (b) A procurement consultant shall be procured through direct contracting procedures.
- (c) For purposes of Section 3.03(a) and (b), open competitive procedures and direct contracting procedures are set out in Section III, Article 3 of the EBRD Procurement Rules.
- (d) All contracts shall be subject to the review procedures set out in the EBRD Procurement Rules and shall be subject to prior review by the Bank.

Section 3.04. Environmental and Social Compliance Covenants

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

- (a) Except as otherwise specified in the Environmental and Social Action Plan, the Borrower shall, and shall ensure that its Project Executing Agency and any contractor carry out the Project in accordance with the Designated Performance Requirements.

(b) Without limiting the foregoing, the Borrower shall, and shall ensure that its Project Executing Agency diligently implements and adheres to the Environmental and Social Action Plan and the associated Environmental and Social Management Plan and monitors the implementation of such plans in accordance with the monitoring provisions contained in such plans.

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

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

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

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

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

Section 3.05. Consultants

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

(1) consultants to assist the PIU in project implementation, including but not limited to providing assistance in conducting pre-construction asbestos containing materials (ACM) surveys, developing the corresponding ACM Registers, preparation of ACM management plans for any affected Educational Buildings, training for the personnel involved in asbestos-related work, and providing assistance in managing risks of the supply chain for solar PV components, as specified in the ESAP, and

(2) preliminary and detailed design and supervision consultants to be provided in three separate assignments for three regions, which shall ensure the Project's prompt and efficient execution by assisting the Project Executing Agency, the PIU and the EBRD, and which consultant's responsibilities include preparing preliminary and detailed designs, technical specifications for tender documents, supervision and supporting ESAP implementation, and annual E&S reporting for the Project Executing Agency and the PIU (collectively, the "Consultants").

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

Section 3.06. Reporting Frequency and Submission Requirements

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

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

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

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

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

(8) information on the key performance indicators as specified in the Green Project Monitoring Plan.

(b) Commencing from the Effective Date, the Borrower shall submit the periodic Project reports referred to in Section 4.04(a)(v) of the Standard Terms and Conditions semi-annually within 30 days after the end of the period being reported on, until the Project has been completed. Such reports shall include the following specific features:

(1) The following general information:

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

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

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

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

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

(F) any development or activity (including but not limited to legal actions) likely to affect the economic viability of any Part of the Project.

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

(A) original cost estimates;

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

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

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

- (E) update on the sources of funds, if any; and
- (F) estimated expenditures for the remaining quarters of the year.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV - FINANCIAL COVENANTS

Section 4.01. Financial Records and Reports

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

(b) The Borrower shall:

(1) have the records and accounts referred to in Section 4.01(a) for each Fiscal Year audited by independent auditors acceptable to the Bank in accordance with internationally accepted auditing principles and standards;

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

(3) furnish to the Bank such other information concerning such records and accounts, and the audit thereof, as the Bank may from time to time reasonably request.

ARTICLE V - SUSPENSION; ACCELERATION; CANCELLATION

Section 5.01. Suspension

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

(a) the legislative and regulatory framework applicable to the energy sector in the territory of the Borrower shall have been amended, suspended, abrogated, repealed or waived in a manner other than as approved by the Bank in writing; and

(b) any of the events described in Section 7.01(a)(x) of the Standard Terms and Conditions has occurred with respect to any of the Investment Grant Agreement or the TA Grant Agreements, *mutatis mutandis*, which events shall also include any right for the Bank to demand a refund of all or any portion of the grant made available under such agreement.

Section 5.02. Acceleration of Maturity

The following are specified for purposes of Section 7.06(f) of the Standard Terms and Conditions: any of the events specified in Section 5.01 shall have occurred and continued without remedy for 30 (thirty) days after notice thereof has been given by the Bank to the Borrower.

ARTICLE VI - EFFECTIVENESS**Section 6.01. Conditions Precedent to Effectiveness**

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

- (a) The Investment Grant Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Borrower to make withdrawals thereunder, except only the effectiveness of this Agreement, have been fulfilled; and
- (b) The PIU with adequate resources and suitable qualified personnel, in form and substance satisfactory to the Bank, has been established and is operational.

Section 6.02. Conditions Precedent to the First Disbursement

The obligation of the Bank to make the first disbursement of the Loan (other than in respect of payment of Front-end Commission) is subject to the following conditions precedent being fulfilled in form and substance satisfactory to the Bank:

- (a) The Bank shall have received evidence satisfactory to it that the Project Executing Agency has appointed the Consultants in accordance with this Agreement to assist with the services as set out in Section 3.05(a);
- (b) Except for the disbursements for the consultancy services as set out in Section 3.05(a), for the purposes of only the first disbursement for Part A of the Project, the Bank has received the key construction contract(s) for the goods, works and services under Part A of the Project; and
- (c) TA Grant Agreements have been executed and delivered and all conditions precedent to their effectiveness or to the right of the Borrower to make drawings thereunder, except only the effectiveness of this Agreement, have been fulfilled.

Section 6.03. Legal Opinion

- (a) For purposes of Section 9.03(a) of the Standard Terms and Conditions, the opinion or opinions of counsel shall be given on behalf of the Borrower by the Protector of Property Legal Interests of Montenegro.

Section 6.04. Termination for Failure to Become Effective

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

ARTICLE VII - MISCELLANEOUS

Section 7.01. Notices

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

For the Borrower:

Ministry of Finance of Montenegro
Stanka Dragojevic 2
81000 Podgorica
Montenegro

Attention: Novica Vukovic
Minister of Finance

Email: mf@mif.gov.me

For EBRD:

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

Attention: Banking Services / Operation No. 54660

Telephone: +44 20 7338 6000

Email: bankingservices@ebrd.com

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

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

(d) The following are the names, titles and email addresses of the persons designated as the initial contacts of the Borrower for purposes of any invitation the Bank may send to the Borrower regarding ClientNet: ***[Borrower to please confirm the information contained in the following chart]***

<i>Name</i>	<i>Title</i>	<i>E-mail address</i>	<i>Language - English, Russian, French</i>
Novica Vuković	Minister of Finance	novica.vuković@mif.gov.me	English
Andrijana Ulić Rajović	General Director	andrijana.ulic@mif.gov.me	English

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorised representatives, have caused this Agreement to be signed in three original copies and delivered at [Podgorica, Montenegro] as of the day and year first above written.

MONTENEGRO

By: _____
Name:
Title:

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

By: _____
Name:
Title:

SCHEDULE 1 - DESCRIPTION OF THE PROJECT

1. The purpose of the Project is to assist the Borrower in financing the implementation of various energy efficiency measures and potentially renewable energy technology (photovoltaic panels and solar collectors) in twenty-four (24) public educational establishments distributed among 10 cities in Montenegro, which will lead to improvement of their energy performance (the “Project”). The Project is expected to be co-financed with an investment grant of up to EUR 4.0 million from the EU through REEP and technical assistance of up to EUR 0.215 million funded by Austrian DRIVE Fund, EBRD Shareholder Special Fund and EBRD Gender and Economic Inclusion Shareholder Special Fund. ***[EBRD Note: The total TA amount and the identity of the TA donors to be updated in line with the board document.]*** The Project will be implemented through the Ministry of Education, Science and Innovation of Montenegro.
2. The Project consists of the following Parts, subject to such modifications thereof as the Bank and the Borrower may agree upon from time to time:
 - Part A: Goods, works, and services (to be financed by the Loan and the Investment Grant) including consultancy services in accordance with Section 3.05 (to be financed by the Loan).
 - Part B: Front-end Commission (to be financed by the Loan).
 - Part C: Technical assistance programme to be financed by the TA Grants for the following:
 - a) Energy Efficiency Feasibility Study.
 - b) Procurement Support for the selection of the PIU Consultant.
 - c) Environmental and Social Assessment.
 - d) Awareness Raising and Prevention of GVBH
3. The Project is expected to be completed within five (5) years from the Effective Date.

SCHEDULE 2 - CATEGORIES AND DRAWDOWNS

1. The table attached to this Schedule sets forth the Categories, the amount of the Loan allocated to each Category and the percentage of expenditures to be financed in each Category.
2. Notwithstanding the provisions of paragraph 1 above, no Drawdown shall be made in respect of expenditures incurred prior to the date of the Loan Agreement.

Attachment to Schedule 2

Category	Amount of the Loan Allocated to the Category (EUR)	Percentage of Expenditures to be Financed
Part A – Goods, works, and services including consultancy services	19,800,000	100% of contract value excluding any taxes
Part B – Front-end Commission	200,000	100%
Total	20,000,000	

SCHEDULE 3 – ENVIRONMENTAL AND SOCIAL ACTION PLAN AND GREEN PROJECT MONITORING PLAN

1. Environmental and Social Action Plan

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
EBRD PR 1: Assessment and Management of Environmental and Social Risks and Impacts							
	Based on the scope of works to be included in the Main Designs for each Project building, the Ministry of Education, Science and Innovation of Montenegro (the “Ministry”) to initiate either the remodelling or reconstruction procedure with the Directorate for Inspection Supervision and Licenses within the Ministry of Spatial Planning, Urbanism and State Property. If Project activities are categorised as	Compliance with national legislation	Montenegrin Law on Spatial Planning and Construction and Law on Protection of Cultural Assets	Resources: Ministry’s and Contractors’ internal resources Investment Needs: Payment of fees required for obtaining permits/approvals Responsibility: PIU	<u>In case of remodelling:</u> Applications for Remodelling Works and Notification of the Administration for the Protection of Cultural Properties of Montenegro – before the commencement of works <u>In case of reconstruction:</u> UTCs and Conservation Conditions – before the development of the Main Designs Approval of Conservation Project – after Main Design development for Project buildings in Kotor and before its finalisation Notification of Building Works and Notification of Building Works on	Target: Full compliance with national permitting requirements achieved Evaluation Criteria: All Project permits/approvals obtained Permits register created	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><i>remodelling³, the Ministry to submit applications for remodelling works to the Directorate before the commencement of works. For the works on the Project buildings in Kotor, no requirements for the issuance of conservation conditions will be needed. However, notifying the <u>Administration for the Protection of Cultural Properties of Montenegro</u> about the works will be necessary. In the case of Project activities being classified as reconstruction⁴,</i></p>				<p><i>Cultural Assets – within 15 days prior to the commencement of works Final Acceptance of Conservation Works – after completion of works in Kotor</i></p> <p><i>Contractor(s) to obtain permits/approvals before the commencement of works.</i></p>		

³ Remodelling means works on the existing structure which: change the organisation of space in the structure, replace appliances, plants, equipment and installations which does not affect structure stability and safety, do not change the structural elements, do not change the external appearance and do not affect the safety of adjacent structures, traffic, fire protection and the environment.

⁴ Reconstruction means works on the existing structure, resulting in: extensions and additions, repairing of damaged structures, reinforcing the construction, replacing installations, appliances, plant and equipment, changing the existing process of production and other works impacting structure stability and safety, changing structural elements, altering external appearance of the building as compared to the final design, impacting the environment and safety of adjacent structures and traffic, changing the water regime, changing the conditions for protection of natural and immovable cultural heritage.

<i>No.</i>	<i>Action</i>	<i>E&S Risk (Liability, Benefits)</i>	<i>Requirement (Legislative, EBRD PR, Best Practice)</i>	<i>Resources, Investment Needs, Responsibility</i>	<i>Timetable</i>	<i>Target and Evaluation Criteria for Successful Implementation</i>	<i>Status of Implementation</i>
	<p><i>the Ministry to obtain: Urban-Technical Conditions (UTCs) from the Ministry of Spatial Planning, Urbanism and State Property Conservation Conditions from the Ministry of Spatial Planning, Urbanism and State Property, along with Approval of the Conservation Project from the Administration for Protection of Cultural Assets of Montenegro (applicable only in Kotor) Final Acceptance of Conservation Works from the Administration for Protection of Cultural Assets of Montenegro (applicable only in Kotor)</i></p> <p><i>Additionally, the Ministry to submit</i></p>						

<i>No.</i>	<i>Action</i>	<i>E&S Risk (Liability, Benefits)</i>	<i>Requirement (Legislative, EBRD PR, Best Practice)</i>	<i>Resources, Investment Needs, Responsibility</i>	<i>Timetable</i>	<i>Target and Evaluation Criteria for Successful Implementation</i>	<i>Status of Implementation</i>
	<p data-bbox="322 336 517 858"><i>a Notification of Building Works to the Ministry of Spatial Planning, Urbanism and State Property, and a Notification of Building Works on Cultural Assets (applicable only in Kotor) to the Administration for Protection of Cultural Assets of Montenegro, at least 15 days before commencing works.</i></p> <p data-bbox="322 890 517 1267"><i>Given the Decision on the Prohibition of Construction Works during the Summer Period⁵, for Project buildings in coastal cities (Bar, Budva, Herceg Novi, Kotor, and Tivat), the Ministry to seek approval from the Municipal</i></p>						

⁵ The *Decisions* are available on the official websites of the municipalities of Bar, Budva, Herceg Novi, Kotor, and Tivat.

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p>Presidents to proceed with the works on Project buildings during the summer recess.</p> <p>The PIU to ensure that the Contractor also obtains all relevant permits and approvals⁶ before commencing works.</p> <p>Permits register to be created by the PIU and regularly updated.</p>						
	<p>The Ministry to engage a PIU Support Consultant to facilitate capacity-building for the PIU and personnel involved in the Project, specifically regarding EBRD's ESP requirements, as well as monitoring and reporting requirements for E&S aspects, including contractor management.</p>	<ul style="list-style-type: none"> • Compliance with ESP 	<ul style="list-style-type: none"> • EBRD PR 1 	<p>Resources: Ministry's internal resources or included in the Project's budget (as to be agreed with EBRD)</p> <p>Investment Needs:</p>	<ul style="list-style-type: none"> • Prior to start of Project implementation 	<p>Target: Full compliance with EBRD's ESP achieved</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> • PIU Support Consultant engaged • Capacity-building trainings/workshops documented • List of participants available 	

⁶ The exact list of permits and approvals needed will be determined after the development of the Main Designs, but may include the following: Consent on the Waste Management Plan for Construction and/or Hazardous Waste, Permit for Placement of Temporary Structures, Permit for Transport of Unstandardised Items, etc.

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<i>E&S Specialist within the PIU to be appointed.</i>			Payment of external consultancy for PIU support Responsibility: The Ministry		<ul style="list-style-type: none"> E&S Specialist appointed 	
	<p><i>In collaboration with the PIU Support Consultant, PIU to develop and implement a Project-specific Environmental and Social Management System (ESMS) with clearly defined roles and responsibilities regarding Project implementation. The ESMS needs to include:</i></p> <ul style="list-style-type: none"> <i>Environment, Health, Safety and Security (EHSS) Policy,</i> <i>EHSS objectives and targets,</i> <i>Identification of legal and other requirements,</i> <i>Clearly defined roles, responsibilities, and budget for implementation of the ESMS,</i> <i>Register of E&S aspects and impacts,</i> 	<ul style="list-style-type: none"> <i>Optimisation of E&S management through a formalised system</i> <i>Minimisation of EHSS related accidents</i> <i>Compliance with PR 1</i> 	<ul style="list-style-type: none"> <i>EBRD PR 1</i> <i>Good international practice</i> 	<p><i>Resources:</i> Ministry's internal resources or included in the Project's budget (as to be agreed with EBRD)</p> <p><i>Investment Needs:</i> Payment of external consultancy for PIU support</p> <p><i>Responsibility:</i> PIU</p>	<ul style="list-style-type: none"> <i>Prior to start of Project implementation</i> 	<p><i>Target: Full compliance with EBRD PR 1 achieved</i></p> <p><i>Evaluation criteria:</i></p> <ul style="list-style-type: none"> <i>Project-specific ESMS including contractor management system developed and operational</i> <i>Project-specific EHSS Policy defined</i> <i>External audit and monitoring reports prepared</i> <i>EBRD notified through annual E&S reports</i> 	

<i>No.</i>	<i>Action</i>	<i>E&S Risk (Liability, Benefits)</i>	<i>Requirement (Legislative, EBRD PR, Best Practice)</i>	<i>Resources, Investment Needs, Responsibility</i>	<i>Timetable</i>	<i>Target and Evaluation Criteria for Successful Implementation</i>	<i>Status of Implementation</i>
	<ul style="list-style-type: none"> • <i>EHSS procedures and operational controls to minimise impacts,</i> • <i>Internal and external EHSS monitoring,</i> • <i>Internal EHSS review and audits,</i> • <i>Management reviews.</i> <p><i>To develop the ESMS, the PIU/PIU Support Consultant to prepare and implement a training programme that covers EHSS aspects.</i></p> <p><i>The ESMS to include the Project-specific contractor management system that will ensure that Contractor(s) working on Project sites meet all requirements. This entails:</i></p> <ul style="list-style-type: none"> • <i>Incorporating relevant ESMP conditions into tendering documents as appropriate, contractually requiring Contractor(s) to apply these standards and provide for mitigation of non-compliance,</i> • <i>Overseeing and auditing that Contractor(s) have the knowledge and skills</i> 						

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p>to perform their Project tasks in accordance with contract conditions,</p> <ul style="list-style-type: none"> In case of further subcontracting, requiring that Contractor(s) have similar arrangements with their subcontractors. 						
	<p>In collaboration with the PIU Support Consultant, the PIU to conduct a comprehensive survey of Asbestos-Containing Materials (ACMs) for each Project building and to prepare ACM Registers.</p> <p>For buildings where ACM suspicion has been confirmed by laboratory test results, tailored ACM Management Plans (ACMMPs) to be prepared based on the ACM survey and the already developed Framework ACMMP⁷.</p>	<ul style="list-style-type: none"> Compliance with national legislation Compliance with EBRD requirements Minimisation of environmental, health and safety risks 	<ul style="list-style-type: none"> Law on Waste Management and its by-laws⁹ Law on OHS and its by-laws EBRD PR 3 and PR 4 EU Directive on the Protection of Workers from the Risks Related to Exposure to Asbestos at Work 	<p>Resources: Ministry's internal resources or included in the Project's budget (as to be agreed with EBRD)</p> <p>Investment Needs: Payment of external consultancy for PIU support (for ACM survey and</p>	<ul style="list-style-type: none"> In the pre-construction phase 	<p>Target: Full compliance with national and EBRD requirements achieved; environmental, health and safety risks minimised</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> PIU Support Consultant with previous experience in ACMs surveying and ACMMP development engaged ACM survey for all Project buildings conducted 	

⁷ The Framework ACMMP was developed by ENOVA as part of Project preparation.

⁹ 1) the Regulation on the Method of Packaging and Removal of Waste Containing Asbestos; 2) the Regulation on the Treatment and Management of Construction Waste, Methods and Procedures for its Processing and Conditions and Procedures for the Disposal of Asbestos Cement Waste; 3) Rulebook on Waste Classification and Waste Catalogue.

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	The PIU and the PIU Support Consultant to attend the EBRD's Asbestos Awareness E-learning Course ⁸ .			development of ACMMPs) Responsibility: PIU		<ul style="list-style-type: none"> ACM Register prepared Tailored ACMMPs developed (applicable only for buildings where the ACMs presence is confirmed) 	
	<p>The PIU to require through tendering and contracts that the Contractor(s) develops and implements a Construction Environmental and Social Management Plan (CESMP), which includes a Construction Waste Management Plan (CWMP), OHS Plan, and Traffic Management Plan (TMP), based on the developed Project Environmental and Social Management Plan (ESMP).</p> <p>For buildings where the presence of ACMs is confirmed (please see item 1.4 above), CESMP to include a tailored ACMMP. The ESMP and developed ACMMPs to be shared with</p>	<ul style="list-style-type: none"> Compliance with national legislation Improvement in Contractors' E&S Minimising negative E&S impacts 	<ul style="list-style-type: none"> National legislation EBRD PR 1, PR 2, PR 3, PR 4, PR 6, PR 8 and PR 10 International practice ISO 39001 - Road Traffic Safety Management 	<p>Resources: Contractors' internal resources</p> <p>Investment Needs: Included in Contractors' budget</p> <p>Responsibility: Contractor(s) to develop and implement; PIU to approve; Supervision Engineer/PIU to supervise</p>	<ul style="list-style-type: none"> Preparation and approval of plans in the pre-construction phase Implementation of plans during construction phase 	<p>Target: High level of E&S management achieved; construction activities adequately organised to minimise E&S risks</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> ESMP and ACMMPs included into tendering documentation and shared with the Contractor(s) CESMP, CWMP, TMP and OHS Plan developed and approved All plans implemented and updated when necessary 	

⁸ Available at: <https://ebrdelearning.com/asbestos-awareness-e-learning-course>

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p>the Contractor(s) through the tendering documentation. When developing the CESMP, Contractor(s) to follow EBRD Briefing Notes¹⁰.</p> <p>CESMP also to include relevant E&S requirements from permits/approvals to be obtained (listed under 1.1).</p> <p>CESMP, together with the sub-plans, must be reviewed by the Supervision Engineer and PIU before the commencement of works.</p>						
	<p>The PIU to require through tendering and contracts that the Supervision Engineer's team engages dedicated E&S specialist(s) for monitoring of Contractors' E&S performance. PIU Support Consultant and the PIU to ensure adequate implementation of the Contractors' plans through regular meetings with the Supervision Engineer and review of the Supervision Engineer's reports on</p>	<ul style="list-style-type: none"> Compliance with EBRD requirements 	<ul style="list-style-type: none"> EBRD PR 1, PR 2, PR 3, PR 4, PR 6, PR 8, PR 10 	<p>Resources: Supervision Engineer's internal resources</p> <p>Investment Needs: Included in Supervision Engineer's budget</p> <p>Responsibility:</p>	<ul style="list-style-type: none"> Engagement of E&S Supervision prior to start of construction Meetings and review of reports regularly during construction phase 	<p>Target: High level of E&S management and full compliance with EBRD requirements achieved</p> <p>Evaluation Criteria:</p> <ul style="list-style-type: none"> Supervision Engineer's organisational chart along with tasks and responsibilities, prepared and submitted to the 	

¹⁰ Available at: <https://www.ebrd.com/who-we-are/our-values/environmental-and-social-policy/implementation.html>

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	implementation of E&S measures.			Supervision Engineer to implement; PIU to supervise		PIU during tendering <ul style="list-style-type: none"> Supervision Engineer's reports on E&S issues regularly prepared and shared with the PIU 	
	<p>PIU to establish a Communication and Coordination Procedure after the contractor is selected, including: A formal coordination procedure among construction managers and representatives of educational public institutions (school principals, secretaries, etc.) outlining the processes for scheduling, executing and supervising construction activities, with a special emphasis on coordinating noisy construction works. Meetings of educational public institutions staff to discuss works planned for each week, allowing class teachers to prepare for any disruptions and organise online classes promptly and</p>	<ul style="list-style-type: none"> Minimising negative H&S risks for students/children/staff/visitors/users 	<ul style="list-style-type: none"> Best practice 	<p>Resources: PIU's and educational institutions' internal resources</p> <p>Investment Needs: None</p> <p>Responsibility: Educational institutions' representatives to implement in cooperation with Contractor(s); PIU to support and supervise</p>	<ul style="list-style-type: none"> Preparation and approval of Procedure in the pre-construction phase Procedure to be shared with the Contractor(s) during tendering Implementation during construction 	<p>Target: High level of H&S management achieved; construction activities adequately organised to minimise H&S risks for students/children/staff/visitors</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> Communication and Coordination Procedure developed by the PIU and approved by the Ministry Procedure shared with the Contractor(s) and educational institutions' representatives Information included in reports 	

<i>No.</i>	<i>Action</i>	<i>E&S Risk (Liability, Benefits)</i>	<i>Requirement (Legislative, EBRD PR, Best Practice)</i>	<i>Resources, Investment Needs, Responsibility</i>	<i>Timetable</i>	<i>Target and Evaluation Criteria for Successful Implementation</i>	<i>Status of Implementation</i>
	<p><i>relocate users to other classrooms if needed. Ensuring that facility's staff are regularly informed about potential H&S issues and providing updated on EE measures being implemented as well as instruction on handling any safety incidents related to the works.</i></p> <p><i>The Procedure to be shared with the Contractor(s) and educational institutions representatives.</i></p>					<p><i>submitted to the EBRD</i></p>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><i>In collaboration with the PIU Support Consultant, PIU to submit 6-monthly E&S reports to EBRD during construction, which will provide a summary of E&S performance, including information on ESAP implementation progress.</i></p> <p><i>Monitoring and reporting will address:</i></p> <ul style="list-style-type: none"> • <i>Progress on actions specified in the project ESMP and ESAP</i> • <i>Stakeholder engagement activities undertaken, including the resolving of grievances and how they were resolved (as defined in more detail in the Project's Stakeholder Engagement Plan)</i> • <i>Regulatory and reporting requirements</i> • <i>Any accidents and incidents, including H&S.</i> <p><i>Notify EBRD immediately of any significant Project related changes or any incident or accident.</i></p>	<ul style="list-style-type: none"> • <i>Compliance with EBRD reporting requirements</i> 	<ul style="list-style-type: none"> • <i>Respective E&S covenants in the legal agreement with EBRD</i> 	<p><i>Resources:</i> <i>PIU's internal resources or included in the Project's budget (as to be agreed with EBRD)</i></p> <p><i>Investment Needs:</i> <i>Payment of external consultancy for PIU support</i></p> <p><i>Responsibility:</i> <i>PIU</i></p>	<ul style="list-style-type: none"> • <i>As per the loan agreement</i> 	<p><i>Target: Regular and on-time reporting to the Bank</i></p> <p><i>Evaluation Criteria:</i></p> <ul style="list-style-type: none"> • <i>Reports in the EBRD-approved format including ESAP implementation progress submitted to the EBRD</i> • <i>EBRD notified of any significant changes or accidents</i> 	
EBRD PR 2: Labour and Working Conditions							

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p>PIU to require from Contractor(s) during the tendering procedure to submit a statement that the Contractor(s) comply with all Montenegrin labour regulations and will comply with these regulations during construction, taking into consideration that the Montenegrin Labour Law is compliant with PR2 requirements with the exception of the workers grievance mechanism (see below).</p> <p>PIU also to require from Contractor(s) to establish a workers grievance mechanism in line with PR2.</p> <p>PIU to ensure monitoring of Contractors' performance through the Supervision Engineer which will include checking complaints and compliance with labour standards in its monthly progress reports for PIU.</p>	<ul style="list-style-type: none"> • Compliance with national legislation • Compliance with EBRD requirements • Ensuring that workers' rights are protected 	<ul style="list-style-type: none"> • Labour Law • EBRD PR2 	<p>Resources: Contractors' internal resources</p> <p>Investment Needs: None</p> <p>Responsibility: Contractor(s) to implement; Supervision Engineer/PIU to supervise</p>	<ul style="list-style-type: none"> • During the tendering procedure and construction phase 	<p>Target: Full compliance with Montenegro law and PR 2 requirements achieved</p> <p>Evaluation Criteria:</p> <ul style="list-style-type: none"> • Provision on compliance with labour standards including establishment of a grievance mechanism for all workers (including sub-contractors) incorporated into the tendering procedure and contracts with Contractor(s) • Statement provided by Contractor(s) that they fully observe all Montenegro labour regulations and will comply with these during construction • Compliance verified through monthly progress reports of the Supervision 	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
						<p>Engineer, signed off by PIU</p> <ul style="list-style-type: none"> Information included in reports submitted to the EBRD 	
EBRD PR 3: Resource Efficiency and Pollution Prevention and Control							
	<p>The PIU to include in tendering documentation the requirement for all equipment and materials defined by the Main Designs to strictly adhere to the technical requirements outlined in the Regulation on Minimum Energy Efficiency Requirements for Buildings¹¹, to maximise the impacts of greenhouse gases (GHG) reduction/energy savings of planned EE and RE enhancements.</p> <p><u>Applicable to Primary School "Dzafer Nikocevic" in Gusinje, Primary School "Milan Vukovic" in Herceg Novi, Primary School "Ratko</u></p>	<ul style="list-style-type: none"> Compliance with national legislation Compliance with EBRD requirements Reduced energy consumption Lower GHG emissions 	<ul style="list-style-type: none"> Law on Efficient Use of Energy and its by-laws EBRD PR 3 EBRD Paris Agreement Alignment EBRD GET requirements 	<p>Resources: Project Designer's internal resources</p> <p>Investment Needs: Included in Project Designer's budget</p> <p>Responsibility: Project Designer to implement; independent third party to review¹²;</p>	<ul style="list-style-type: none"> During the Main Designs' development 	<p>Target: Full compliance with national and EBRD requirements achieved; energy consumption and GHG emissions reduced; transition to more sustainable heating options enabled</p> <p>Evaluation Criteria:</p> <ul style="list-style-type: none"> Main Designs aligned with national legislation (and thus EBRD GET and PA requirements) New heating systems on fuel oil designed to enable transition to heat pumps in the future 	

¹¹ O.G. of Montenegro, no. 75/15

¹² An independent third party needs to perform an audit of the Main Design, as required by of the Law on Spatial Planning and Building Construction (O.G. of Montenegro, no. 64/17) and in line with the Rulebook on Methods of Main Design Audit (O.G. of Montenegro, no. 18/18).

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><u>Zaric" in Niksic, Primary School "Luka Simonovic" in Niksic, and the University Dormitory in Podgorica:</u> The PIU to include in tendering documentation the requirement for Designers to take into account the future transition to heat pumps (which will become feasible once the heating demand is reduced) when dimensioning and selecting the equipment of the new heating systems.</p>			PIU to supervise			
	<p>Educational institutions' representatives to regularly monitor fuel and electricity consumption, to enable the calculation of GET indicators and the quantification of Project benefits.</p>	<ul style="list-style-type: none"> Compliance with EBRD requirements 	<ul style="list-style-type: none"> GET requirements 	<p>Resources: Educational institutions' internal resources</p> <p>Investment Needs: None</p> <p>Responsibility: Educational institutions' representatives to implement; PIU to supervise</p>	<ul style="list-style-type: none"> During the Project's operation phase 	<p>Target: Full compliance with EBRD requirements achieved</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> Data on electricity and fuel consumption collected and delivered to the PIU 	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p>As defined above in item 1.5, PIU to ensure that the Contractor(s) fully implements the CESMP, accompanying CWMP, and ACMMP (applicable only in buildings where the ACMs presence is confirmed).</p> <p>CWMP to specifically address the management of hazardous waste, including waste from electrical and electronic equipment .</p>	<ul style="list-style-type: none"> Compliance with national legislation Compliance with EBRD requirements Pollution prevention 	<ul style="list-style-type: none"> Law on Waste Management and its by-laws¹³ EBRD PR 3 	<p>Resources: Contractors' internal resources</p> <p>Investment Needs: Included in Contractors' budget</p> <p>Responsibility: Contractor(s) to implement; Supervision Engineer/PIU to supervise</p>	<ul style="list-style-type: none"> During the Project's construction phase 	<p>Target: Full compliance with national and EBRD requirements achieved; pollution due to improper waste disposal avoided</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> CWMP fully implemented ACMMP fully implemented (applicable only in buildings where the ACMs presence is confirmed) Waste shipment documentation available 	
EBRD PR 4: Health, Safety and Security							
	<p>In case any construction activities must be conducted during the operation of the educational institutions, the following measures are to be implemented:</p>	<ul style="list-style-type: none"> Minimising negative H&S risks for students/ children/staff/ visitors/users 	<ul style="list-style-type: none"> EBRD PR 4 	<p>Resources: Contractors' internal resources</p>	<ul style="list-style-type: none"> Plans developed prior to the commencement of works and implemented 	<p>Target: Safeguarding the health and safety of users, staff and visitors of the educational institutions</p>	

¹³ Four different by-laws: 1) the Regulation on the Method of Packaging and Removal of Waste Containing Asbestos; 2) the Regulation on the Treatment and Management of Construction Waste, Methods and Procedures for its Processing and Conditions and Procedures for the Disposal of Asbestos Cement Waste; 3) the Regulation on the Establishment Method and Procedure of the System for Collection, Retrieval, and Processing of Waste from Electrical and Electronic Products, and the Operation of that System; 4) Rulebook on Waste Classification and Waste Catalogue.

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<ol style="list-style-type: none"> 1. To mitigate the impacts of <u>indoor air emissions</u> on users, staff and visitors, the Contractor to include in the CESMP the measures listed in the ESMP (dust control, containing and minimising odours, dust and VOC emissions, etc.) 2. Activities that lead to heightened noise levels must be communicated and performed during the periods suggested by facility management representatives. CESMP to include measures for noise management. 3. All exposed electrical components must be unpowered, properly covered and isolated. Provisions must be made to limit the access of facility staff, students/children and visitors to electrical installations. 4. Mandate that safety induction training for Contractor's workers 			<p><i>Investment Needs: Included in Contractors' budget</i></p> <p><i>Responsibility: Contractor(s) to implement; Supervision Engineer/PIU to supervise</i></p>	<p><i>throughout construction</i></p>	<p><i>Evaluation criteria:</i></p> <ul style="list-style-type: none"> • <i>H&S incident reports</i> 	

<i>No.</i>	<i>Action</i>	<i>E&S Risk (Liability, Benefits)</i>	<i>Requirement (Legislative, EBRD PR, Best Practice)</i>	<i>Resources, Investment Needs, Responsibility</i>	<i>Timetable</i>	<i>Target and Evaluation Criteria for Successful Implementation</i>	<i>Status of Implementation</i>
	<p><i>must include workers' code of conduct, as well as GBVH awareness and prevention training.</i></p> <p><i>To enhance coordination throughout the construction period, the PIU to establish a <u>Communication and Coordination Procedure</u> as detailed in item 1.7 of this ESAP.</i></p> <p><i>The Traffic Management Plan (see item 4.6) must include provisions to ensure children's safety:</i></p> <ul style="list-style-type: none"> <i>• Speed limitations for all vehicles operating near school premises,</i> <i>• Temporary walkways to guide children safely,</i> <i>• Barriers around any construction activities to create a clear separation between the construction area and areas where children are present, and</i> <i>• Safety signage.</i> 						

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	<p>The PIU to include in tendering documentation the requirement for all equipment and materials defined by the Main Designs to strictly adhere to fire safety regulations in accordance with the fire safety regulations: <i>Fire Performance of Building Elements¹⁴</i> and <i>Regulation on Classification of Construction Materials in Relation to their Reaction and Resistance to Fire¹⁵</i>.</p> <p>Additionally, the design provisions must align with the specific requirements of the educational institutions environment regarding occupancy and must not impede or obstruct existing measures for safe evacuation.</p>	<ul style="list-style-type: none"> • Compliance with national legislation • Compliance with EBRD requirements 	<ul style="list-style-type: none"> • Law on Protection and Rescue and by-laws • Regulation on the Classification of Construction Materials • Standard for construction materials • EBRD PR 4 • EBRD Paris Agreement Alignment 	<p>Resources: Project Designer's internal resources</p> <p>Investment Needs: Included in Project Designer's budget</p> <p>Responsibility: Project Designer to implement; Independent third party to review; PIU to supervise</p>	<ul style="list-style-type: none"> • During the Main Designs' development 	<p>Target: Full compliance with national legislation and EBRD requirements achieved</p> <p>Evaluation criteria: Fire safety requirements addressed by the Main Designs</p>	
	<p>The PIU to include in tendering documentation the requirement for all Main Designs to include flood-resistant design principles, emphasising the use of water-</p>	<ul style="list-style-type: none"> • Compliance with EBRD requirements • Minimisation of climate- 	<ul style="list-style-type: none"> • EBRD Paris Agreement Alignment 	<p>Resources: Project Designer's internal resources</p>	<ul style="list-style-type: none"> • During the Main Designs' development 	<p>Target: Full compliance with EBRD requirements achieved; potential impacts of floods mitigated</p>	

¹⁴ O.G. of the FRY, no. 53/97

¹⁵ O.G. of Montenegro, no. 073/17, 042/19

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p>resistant materials and effective waterproofing measures.</p> <p><u>Applicable to Project buildings in Niksic:</u> The PIU to include in tendering documentation the requirement that newly installed heat pumps and boilers are placed on elevated platforms or raised concrete pads (ranging from 50 to 80 cm in height, depending on the dimensions of the boiler room) to minimise the risk of flood damage.</p>	<p>related impacts</p>		<p>Investment Needs: Included in Project Designer's budget</p> <p>Responsibility: Project Designer to implement; Independent third party to review; PIU to supervise</p>		<p>Evaluation criteria:</p> <ul style="list-style-type: none"> Flood protection measures included in the Main Designs 	
	<p>Designers to account for the expected rise in temperatures of up to 3°C when choosing materials, sizing equipment, and determining the energy needed for cooling, to maximise the Project's contribution to mitigating extreme heat events.</p>	<ul style="list-style-type: none"> Compliance with EBRD requirements Minimisation of climate-related impacts 	<ul style="list-style-type: none"> EBRD Paris Agreement Alignment 	<p>Resources: Project Designer's internal resources</p> <p>Investment Needs: Included in Project Designer's budget</p> <p>Responsibility:</p>	<ul style="list-style-type: none"> During the Main Designs' development 	<p>Target: Full compliance with EBRD requirements achieved; potential impacts of future extreme heat events mitigated</p> <p>Evaluation Criteria:</p> <ul style="list-style-type: none"> Climate change effects considered within the Main Designs 	

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				Project Designer to implement; Independent third party to review; PIU to supervise			
	<p>While determining the locations of PV modules during the development of Main Designs, designers to consider the outcomes of static calculations and assessments of roofs' structural integrity, in order to ensure that the structures can support the additional load effectively.</p> <p>Managing risks of the supply chain through the procurement process Include in the tendering documentation for the Contractor(s), including the contract conditions, the following additional requirements, to be submitted by the contractors prior to procurement of the solar PV panels:</p>	<ul style="list-style-type: none"> • Compliance with EBRD requirements • Minimisation of safety risks • Avoid suppliers linked to credible allegations of forced or child labour in their own operations or in their sub-suppliers' operations 	<ul style="list-style-type: none"> • EBRD PR 4 and PR 2 • Best practices 	<p>Resources: Project Designer's internal resources for Main Design considerations</p> <p>Contractor(s) for solar component purchase considerations</p> <p>Investment Needs: Included in Project Designer's budget for Main Design</p> <p>Responsibility: Project Designer to</p>	<ul style="list-style-type: none"> • During the Main Designs' development • Additional information to be provided prior to the purchase of solar panels 	<p>Target: Full compliance with EBRD requirements achieved; potential safety risks minimised; child and labour related risks in the supply chain for solar components eliminated</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> • Static calculations performed • Structural stability and static requirements addressed by the Main Designs • Tender documents, including contract conditions, include the requirement for the solar PV supplier to provide additional 	

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	<p>(i) self-declaration from solar panel manufacturer that their products do not contain any components made with forced or child labour, and</p> <p>(ii) supporting evidence of the panel manufacturer's policy document or code of conduct covering both the panel manufacturers' own operations and that of their suppliers of solar components (e.g. solar cells, wafers, polysilicon), which clearly states that forced or child labour is prohibited and that suppliers of solar components must apply the same prohibitions to their suppliers of solar components.</p>			<p>implement Main Design considerations; independent third party to review; PIU to supervise</p> <p>Contractor to comply with additional requirements prior to purchase of PV panels from suppliers; PIU to supervise</p>		<p>information, as requested in the action.</p>	
	<p>The PIU to include in tendering documentation the following requirements for Contractor(s) to:</p> <ul style="list-style-type: none"> Perform a risk assessment before mobilisation and construction activities to identify potential hazards, evaluate likelihood and severity of risks, and propose appropriate control measures. 	<ul style="list-style-type: none"> Compliance with national legislation Compliance with EBRD requirements 	<ul style="list-style-type: none"> Law on OHS and its by-laws Law on Protection and Rescue, and its by-laws EBRD PR 4 EBRD Paris Agreement Alignment 	<p>Resources: Contractors' internal resources</p> <p>Investment Needs: Included in Contractors' budget</p> <p>Responsibility:</p>	<ul style="list-style-type: none"> Plans developed prior to the commencement of works and implemented throughout construction 	<p>Target: Full compliance with national legislation and EBRD requirements achieved</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> Job risk assessment conducted (document developed) OHS Plan developed and implemented 	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<ul style="list-style-type: none"> • Develop method statements for all activities with increased risk for workers such as lifting and hoisting operations, work on heights, works with live electrical installations, etc. • Develop and implement an OHS Plan applicable for the construction activities in accordance with the Law on OHS, Regulation on OHS Measures at Temporary and Mobile Construction Sites, Regulation on OHS Plan and Rulebook on OHS Plan. • Perform training for all employees involved with Project execution. Training programme must cover, as a minimum, all risks and hazards identified during risk assessment with clear instructions on precaution measures and proper selection and use of personal protective equipment. The training 		<ul style="list-style-type: none"> • Best practices 	Contractor(s) to implement; Independent third party to audit and approve OHS Plan; Supervision Engineer/PIU to supervise		<ul style="list-style-type: none"> • Training programme developed and training conducted for all employees involved with the Project execution performed and documented • Emergency Preparedness and Response Procedure developed and implemented • Operation and maintenance trainings performed and documented • TMP developed and implemented • ACMMP implemented (only in buildings where the presence of ACMs is confirmed) 	

<i>No.</i>	<i>Action</i>	<i>E&S Risk (Liability, Benefits)</i>	<i>Requirement (Legislative, EBRD PR, Best Practice)</i>	<i>Resources, Investment Needs, Responsibility</i>	<i>Timetable</i>	<i>Target and Evaluation Criteria for Successful Implementation</i>	<i>Status of Implementation</i>
	<p><i>will specifically also include worker's code of conduct, as well as GBVH awareness and prevention training.</i></p> <ul style="list-style-type: none"> • <i>Develop and implement an Emergency Preparedness and Response Procedure outlining plan, actions and responsibilities in case of emergency, specifically addressing extreme heat and heavy rainfall events (and floods in Niksic) and activities to safeguard workers' health and safety, encompassing at minimum adjustments in operations and working hours. Ensure that sufficient type and quantity of firefighting equipment is readily available at construction site and that all personnel are trained in proper use of this equipment.</i> • <i>Organise operation and maintenance training sessions for the technical staff in educational</i> 						

<i>No.</i>	<i>Action</i>	<i>E&S Risk (Liability, Benefits)</i>	<i>Requirement (Legislative, EBRD PR, Best Practice)</i>	<i>Resources, Investment Needs, Responsibility</i>	<i>Timetable</i>	<i>Target and Evaluation Criteria for Successful Implementation</i>	<i>Status of Implementation</i>
	<p><i>institutions. These sessions should be developed to cover all potential risks and issues dependent on the specific role of the employee, addressing specific job risks for different positions within the educational institutions. Special attention should be given to maintenance activities to ensure the optimal efficiency of the new systems and enhance the overall functionality of the installed equipment</i></p> <ul style="list-style-type: none"> <li data-bbox="324 858 651 1257">• <i>Develop (in collaboration with educational institutions' representatives) and implement construction related Traffic Management Plan with solutions for mitigation traffic congestion and access restrictions, and also to ensure emergency evacuation routes remain unobstructed.</i> <li data-bbox="324 1262 651 1350">• <i>Conduct all activities related to ACMs in accordance with the</i> 						

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	developed ACMMP (applicable only for the buildings where the presence of ACMs is confirmed).						
	The Ministry to appoint competent OHS Coordinator(s) during both the design and the construction phases of the Project, as required by Montenegrin law.	<ul style="list-style-type: none"> Compliance with national legislation 	<ul style="list-style-type: none"> Law on OHS and its by-laws 	<p>Resources: Ministry's internal resources or included in the Project's budget (as to be agreed with EBRD)</p> <p>Investment Needs: Payment of OHS Coordinator(s)</p> <p>Responsibility: Ministry</p>	<ul style="list-style-type: none"> During the Main Designs' development and for construction 	<p>Target: Full compliance with national legislation achieved</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> OHS Coordinator(s) for design phase appointed OHS Coordinator(s) for construction phase appointed 	
	The educational institutions are required to: <ul style="list-style-type: none"> Conduct a Job Hazard Analysis through the engagement of licensed company. This analysis must include assessment of newly introduced jobs and roles, and define necessary measures and 	<ul style="list-style-type: none"> Compliance with national legislation Compliance with EBRD requirements 	<ul style="list-style-type: none"> Law on OHS and its by-laws EBRD PR 4 Best practices 	<p>Resources: Educational institutions' internal resources or included in the Project's budget (as to be agreed with EBRD)</p>	<ul style="list-style-type: none"> After Project commissioning and handover 	<p>Target: Full compliance with national legislation and PR 4 achieved</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> Job Hazard Analysis conducted by a licensed organisation 	

<i>No.</i>	<i>Action</i>	<i>E&S Risk (Liability, Benefits)</i>	<i>Requirement (Legislative, EBRD PR, Best Practice)</i>	<i>Resources, Investment Needs, Responsibility</i>	<i>Timetable</i>	<i>Target and Evaluation Criteria for Successful Implementation</i>	<i>Status of Implementation</i>
	<p><i>equipment required to establish a secure and safe work environment. Ensure regular monitoring of effectiveness of prescribed measures through assessment of key indicators (such as: number and severity of injuries, loss time injuries and nears misses). Maintain a record of occupational accidents and diseases, as well as dangerous occurrences and accidents.</i></p> <ul style="list-style-type: none"> <i>Adopt new or revise existing documents regulating OHS: Rulebook on OHS and Safety Manual. These shall be expanded to cover newly introduced risks pertaining to the operation and maintenance of newly installed infrastructure, all in accordance with the Law and Bylaws governing OHS. Prior to revision and upon the completion of the Project,</i> 			<p><i>Investment Needs: Payment of external company – licensed organisation</i></p> <p><i>Responsibility: Educational institutions’ representatives to implement; Ministry to supervise</i></p>		<ul style="list-style-type: none"> <i>OHS record keeping established in all buildings OHS Rulebook and Safety Manuals developed (or revised)</i> 	

<i>No.</i>	<i>Action</i>	<i>E&S Risk (Liability, Benefits)</i>	<i>Requirement (Legislative, EBRD PR, Best Practice)</i>	<i>Resources, Investment Needs, Responsibility</i>	<i>Timetable</i>	<i>Target and Evaluation Criteria for Successful Implementation</i>	<i>Status of Implementation</i>
	<p><i>the Contractor to organise maintenance and operation training sessions for the technical staff in educational institutions. These sessions shall be developed to cover all potential risks and issues dependant on specific role of the employee, i.e., to address specific job risks for different positions within the institutions.</i></p>						
	<p><i>All educational institutions to develop Earthquake Emergency Plan in line with the National Earthquake Protection and Rescue Plan which mandates the development of such plans for each school.</i></p> <p><i>The plan must outline evacuation procedures and identify safe zones within buildings. Additionally, it should include protocols for coordinating with emergency services and conducting drills and training sessions to ensure individuals are</i></p>	<ul style="list-style-type: none"> • <i>Compliance with EBRD requirements</i> • <i>Minimisation of safety risks</i> 	<ul style="list-style-type: none"> • <i>EBRD PR 4</i> 	<p><i>Resources: Educational institutions' internal resources or included in the Project's budget (as to be agreed with EBRD)</i></p> <p><i>Investment Needs: Payment of external company – licensed organisation</i></p>	<ul style="list-style-type: none"> • <i>As soon as possible</i> 	<p><i>Target: Full compliance with PR 4 achieved</i></p> <p><i>Evaluation criteria:</i></p> <ul style="list-style-type: none"> • <i>Earthquake Emergency Plan developed and implemented</i> 	

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	<i>familiar with the appropriate actions to take in the event of an earthquake.</i>			<i>Responsibility: Educational institutions' representatives to implement; Ministry to supervise</i>			
	<p><i>All educational institutions are required to implement the corrective measures outlined in the developed Framework Life and Fire Safety Assessment Report:</i></p> <ul style="list-style-type: none"> <i>• Draft an OHS Training Plan and engage a licensed organisation to conduct this training. Keep records of the OHS training.</i> <i>• Engage a licensed organisation to develop a Fire Protection Plan. Place the fire extinguishers in accordance with the Fire Protection Plan. Mark the locations of fire extinguishers as to be easily noticeable during an emergency.</i> 	<ul style="list-style-type: none"> <i>• Compliance with national legislation</i> <i>• Compliance with EBRD requirements</i> 	<ul style="list-style-type: none"> <i>• Law on OHS and Law on Protection and Rescue</i> <i>• EBRD PR 4</i> <i>• Best practices</i> 	<p><i>Resources: Budlings' internal resources or included in the Project's budget (as to be agreed with EBRD)</i></p> <p><i>Investment Needs: Payment of external company – licensed organisation</i></p> <p><i>Responsibility: Educational institutions' representatives to implement;</i></p>	<ul style="list-style-type: none"> <i>• As soon as possible</i> 	<p><i>Target: Full compliance with national legislation and PR 4 achieved</i></p> <p><i>Evaluation criteria:</i></p> <ul style="list-style-type: none"> <i>• OHS Training Plan developed and conducted</i> <i>• Fire Protection Plan developed and implemented</i> <i>• Evacuation Plans prepared and displayed</i> <i>• Standpipe system inspection and testing performed</i> <i>• Other corrective measures stated in Framework Life and Fire Safety Assessment Report implemented</i> 	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<ul style="list-style-type: none"> Engage a licensed organisation to draft Evacuation Plans. Display these plans in hallways and rooms. Engage a licensed organisation to perform standpipe system inspection and testing. 			Ministry to supervise			
	<p>Technical staff of Project buildings to routinely assess the effectiveness of the sewerage system during rainfall. If any drainage issues are detected, such as visible puddles, slow drainage of stormwater runoff, or accumulation of stormwater in parking lots, staff to promptly notify the city/municipal utility responsible for wastewater management to conduct maintenance/unclogging.</p> <p>Representatives of educational institutions to define water savings indicators and monitor performance against targets, aiming for timely identification of any irregularities and implementation of corrective</p>	<ul style="list-style-type: none"> Compliance with EBRD requirements Minimisation of climate-related impacts 	<ul style="list-style-type: none"> EBRD Paris Agreement Alignment 	<p>Resources: Educational institutions' internal resources</p> <p>Investment Needs: None</p> <p>Responsibility: Educational institutions' staff to implement; PIU to supervise</p>	<ul style="list-style-type: none"> During the Project's operation phase 	<p>Target: Full compliance with EBRD requirements achieved; potential impacts of future extreme rainfall events, droughts and water stress mitigated</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> No flood damages recorded Water savings indicators defined and monitored in respect with targets 	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	actions (in collaboration with the city/municipal water supply utility, if needed).						
EBRD PR 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources							
6.1	<p>For each Project building with an attic¹⁶, the Contractor to inspect for the presence of bird nests and bats. If these are found, the CESMP to include specific measures for their relocation, as outlined in the ESMP (please see item 1.5 above):</p> <ul style="list-style-type: none"> • Before any action, consult local environmental authorities or the Environmental Protection Agency (Department of Nature Protection) for guidance and permissions for relocating the bird nest(s) and bats. • Plan the relocation outside the nesting season, typically in late summer or early autumn, after young birds have 	<ul style="list-style-type: none"> • Compliance with national legislation • Compliance with EBRD requirements • Avoiding potential negative impacts on birds and bats 	<ul style="list-style-type: none"> • Law on Nature Protection • EBRD PR 6 • EU Birds Directive • EU Habitats Directive • EUROBATS • Bern convention 	<p>Resources: Contractors' internal resources</p> <p>Investment Needs: Included in Contractors' budget</p> <p>Responsibility: Contractor(s) to inspect Project buildings, develop and implement the CESMP (in collaboration with the engaged ecologist);</p>	<ul style="list-style-type: none"> • Inspection of relevant Project buildings, preparation and approval of the CESMP in the pre-construction phase • Implementation during construction phase 	<p>Target: Project planning and construction process in line with the ESMP; potential negative impacts on birds and bats avoided</p> <p>Evaluation Criteria:</p> <ul style="list-style-type: none"> • Project buildings with attic inspected for the presence of bird nests and bats • CESMP prepared in line with the ESMP requirements 	

¹⁶ **Three** Project buildings have attics that are not being used: Primary School "Ratko Zaric", Primary School "Dusan Obradovic", and Mixed Secondary School "Mladost". **Four** Project buildings have attics that are being used: Primary School "Narodni heroj Savo Illic", Primary School "25. maj", Primary School "Drago Milovic", and Primary School "Dzafer Nikocevic". **Note:** Roof reconstruction on the Project building Primary School "Drago Milovic" is underway, and it is reasonable to assume that roof works will not be implemented within the Project as initially planned.

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><i>fledged, to minimise disturbance.</i></p> <ul style="list-style-type: none"> <i>Engage a qualified ecologist to safely and legally relocate the nest or bats to a suitable new location.</i> <i>Ensure all actions comply with relevant wildlife protection laws.</i> 			<p><i>PIU to approve; Supervision Engineer/PIU to supervise</i></p>			
EBRD PR 8: Cultural Heritage and Intellectual Property							
8.1	<p><i>In all Project buildings where there are statues and/or memorials to freedom fighters of the Second World War, PIU to require from Contractors:</i></p> <ul style="list-style-type: none"> <i>To ensure the statues/memorial plaques remain protected during the works to avoid any damage</i> <i>If necessary, ensure the safe temporary relocation/movement of the statues/memorial plaques before the works begin and their return afterward, in consultation with the principals or representatives of the educational institutions.</i> 	<ul style="list-style-type: none"> <i>Safeguarding cultural items</i> 	<ul style="list-style-type: none"> <i>Best practice</i> 	<p><i>Resources: Contractors' internal resources</i></p> <p><i>Investment Needs: Included in Contractors' budget</i></p> <p><i>Responsibility: Contractor(s) to implement; Supervision Engineer/PIU to supervise</i></p>	<ul style="list-style-type: none"> <i>Throughout construction</i> 	<p><i>Target: Cultural items safeguarded</i></p> <p><i>Evaluation criteria:</i></p> <ul style="list-style-type: none"> <i>Statues/memorial plaques protected</i> <i>Principals or representatives of educational institutions consulted</i> <i>No damage to statues/memorial plaques recorded</i> 	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
8.2	<p>During the preparation of the Main Designs, the PIU to:</p> <ul style="list-style-type: none"> Obtain information from the competent state authority to determine if any building or part of it is subject to intellectual property protection rights. If necessary, obtain consent from the right holder or adapt the Main Design to avoid works on that part of the building. 	<ul style="list-style-type: none"> Compliance with national legislation 	<ul style="list-style-type: none"> Law on the Application of Regulations Governing the Protection of Intellectual Property Rights 	<p>Resources: PIU's internal resources</p> <p>Needs: None</p> <p>Responsibility: PIU</p>	<p>During the preparation of the Main Designs</p>	<p>Target: Intellectual property rights respected; full compliance with Montenegro law</p> <p>Evaluation Criteria:</p> <ul style="list-style-type: none"> Information obtained from the competent state authority The relevant consents obtained or the Main Designs modified if needed 	
EBRD PR 10: Information Disclosure and Stakeholder Engagement							
	<p>As specified in the Stakeholder Engagement Plan (SEP), the PIU to undertake information disclosure and stakeholder engagement activities <u>including but not limited to:</u></p> <ul style="list-style-type: none"> Disclose SEP, Non-technical Summary, Project Grievance Form and Grievance Leaflet. Implement the grievance mechanism detailed in the SEP (particularly to ensure that representatives of 	<ul style="list-style-type: none"> Compliance with EBRD requirements 	<ul style="list-style-type: none"> EBRD PR 10 	<p>Resources: PIU and Contractors' internal resources</p> <p>Investment needs: None</p> <p>Responsibility: PIU and Contractor(s)</p>	<ul style="list-style-type: none"> Continuously 	<p>Target: Meaningful engagement of stakeholders</p> <p>Evaluation criteria:</p> <ul style="list-style-type: none"> Community grievances tracked The public informed about construction works in advance through the channels listed in the SEP All information disclosure and engagement efforts 	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><i>educational institutions promptly notify the PIU of any grievances received regarding the construction works (within 24 h).</i></p> <ul style="list-style-type: none"> • <i>Track grievances by types (topics), including grievances related to GBVH.</i> • <i>At least 30 days before construction commences, issue a notice detailing the start and duration of the works and the availability of the public grievance mechanism, to be: (i) published on the websites of Ministry of Education, Science and Innovation and the involved educational institutions, (ii) displayed at the entrances to the educational institutions and the reception counters of the University dormitory Podgorica, (iii) displayed at the entrances of spaces that educational institutions lease to business users and/or sent as written notifications to</i> 					<p><i>documented in progress reports</i></p>	

No.	Action	E&S Risk (Liability, Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs, Responsibility	Timetable	Target and Evaluation Criteria for Successful Implementation	Status of Implementation
	<p><i>business users by email or post; as well as publication in the media.</i></p> <ul style="list-style-type: none"> • <i>Ensure that the Contractor(s) display a construction site sign at the Project building's entrance, with information on the start date, duration, expected completion, Contractor(s) details and PIU contacts for complaints.</i> 						

2. Green Project Monitoring Plan

Key performance indicators	Reporting frequency	Target completion date
Annual LFO consumption [kWh/year or MWh/year] (1)	Annually. First reporting after one year of operations	2028 or one year after expected works practical completion and start of operations
Annual pellet consumption [kg/year or tonnes/year] (2)	Annually. First reporting after one year of operations	2028 or one year after expected works practical completion and start of operations
Annual electricity consumption [kWh/year or MWh/year]	Annually. First reporting after one year of operations	2028 or one year after expected works practical completion and start of operations
Solar PV capacity installed [kW or MW] (3)	Once. After PV installation	2027 or upon works practical completion
Annual renewable electricity production [MWh/year] (3)	Annually. First reporting after one year of operations	2028 or one year after expected works practical completion and start of operations
Solar collectors installed capacity [litres] (4)	Once. After collectors installation	2027 or upon works practical completion
Annual water consumption [m3/year]	Annually. First reporting after one year of operations	2028 or one year after expected works practical completion and start of operations
Sourcing of biomass from certified providers (2)	Once. Before commencement of works	2025 or before tendering and commencement of works
Detailed design to dimension new heating system's piping allowing future installation of heat pumps (operation at lower temperatures) (5)	Once. Upon completion of detailed design	2025 or upon completion of detailed design, before tendering and commencement of works

Please note that first reporting due date might vary across the 24 buildings, depending on when works will be completed at each site.

Development of the Emergency Preparedness and Response Procedure is required through the ESAP, hence not included in the present GPMP.

(1) For schools using LFO: Secondary school "Gimnazija Niko Rolovic", Bar; Primary school "Stefan Mitrov Ljubisa", Budva; Primary school "Dzafer Nikocecic", Gusinje; Primary school "Milan Vukovic", Herceg Novi; Secondary schools Gimnazija and Srednja pomorska skola, Kotor;

Primary school "Ratko Zarić", Nikšić; Primary school "Olga Golović", Nikšić; Primary school "Luka Simonović", Nikšić; Primary school "Pavle Kovacević", Grahovo, Nikšić; Primary school "Pavle Rovinski", Podgorica; Primary school "Sutjeska", Podgorica; Primary school "Dr Dragisa Ivanović", Podgorica; University dormitory, Podgorica; Primary school "Drago Milović", Tivat; Mixed secondary school "Mladost", Tivat; Primary school "Dusan Obradović", Zabljak.

(2) Only for Elementary "25 Maj", Rožaje

(3) Only for buildings where PV is to be installed. PV is not proposed in schools that presented structural constraints

(4) At Kindergarten "JPU Dragan Kovačević Nikšić", Nikšić; and High "Studenstki dom", Podgorica (restaurant building)

(5) Where installation of new, efficient condensing boilers and piping replacement is proposed: Elementary "Džafer Nikočević", Gusinje; Elementary "Milan Vuković", Herceg Novi; Elementary "Ratko Žarić", Nikšić; Elementary "Luka Simonović", Nikšić; High "Studenstki dom", Podgorica (restaurant building)

*Predmet daljeg internog pregleda i pregleda od strane advokata
Nacrt v4 od 21. avgusta 2024*

(Broj operacije 54660)

Nezvaničan prevod!!

UGOVOR O ZAJMU

(Projekat energetske efikasnosti u obrazovanju)

između

CRNA GORA

i

**EVROPSKA BANKA
ZA REKONSTRUKCIJU I RAZVOJ**

Ovaj nacrt Ugovora o zajmu pripremljen je samo u svrhu preliminarne rasprave. **Mogu se dodati dodatne odredbe, a postojeći tekst je podložan promjenama i konačnom odobrenju od strane Evropske banke za obnovu i razvoj.**

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UGOVOR O ZAJMU

UGOVOR od [] 2024. godine između **CRNE GORE** („Zajmoprimac“) i **EVROPSKE BANKE ZA OBNOVU I RAZVOJ** („Banka“).

PREAMBULA

UZIMAJUĆI U OBZIR, da je Banka osnovana da obezbijedi finansiranje specifičnih projekata za podsticanje tranzicije ka otvorenim tržišno orijentisanim privredama i da promoviše privatnu i poduzetničku inicijativu u određenim zemljama posvećenim i primjenjujući principe višestranačke demokratije, pluralizma i tržišne ekonomije;

BUDUĆI DA, Zajmoprimac namjerava implementirati Projekat kako je opisano u Prilogu 1 koji je osmišljen da pomogne Zajmoprimcu u implementaciji mjera energetske efikasnosti i obnovljive energije u dvadeset tri (23) zgrade škola i vrtića i jednom (1) đlačkom domu širom Crne Gore („Obrazovne zgrade“);

BUDUĆI DA će se Projekat realizovati preko Ministarstva prosvjete, nauke i inovacija Crne Gore („Agencija za izvršenje projekta“); **[Molimo zajmoprimca da potvrdi puni naziv ministarstva nadležnog za implementaciju projekta]**

DA je Zajmoprimac zatražio pomoć od Banke u finansiranju dijela Projekta;

UZIMAJUĆI U OBZIR, Banka namjerava staviti na raspolaganje investicijski grant u iznosu do 4.000.000 eura (četiri miliona eura) kako bi pomogla Zajmoprimcu da implementira Projekat („Investicioni grant“) koji finansira Evropska unija kroz Regionalni program energetske efikasnosti („REEP“), u skladu sa odredbama i uslovima ugovora o grantu koji će se zaključiti između Banke i Zajmoprimca („Ugovor o investicionom grantu“);

BUDUĆI DA, Banka namjerava staviti na raspolaganje sredstva tehničke pomoći koju obezbjeđuju donatori u obliku grantova za finansiranje: (i) pripreme studije izvodljivosti energetske efikasnosti u iznosu do 50.000 eura (pedeset hiljada eura), koju finansira austrijska DRIVE fond; (ii) podršku u nabavci za izbor konsultanta jedinice za implementaciju projekta u iznosu do 25.000 evra (dvadeset pet hiljada evra), finansiranu iz Specijalnog fonda za akcionare EBRD; i (iii) razvoj programa za podizanje svijesti i prevenciju rodno zasnovanog nasilja i uznemiravanja (GVBH) u iznosu do 100.000 eura, finansiranog od strane EBRD-ovog Specijalnog fonda dioničara za rodnu i ekonomsku inkluziju (zajednički naziv „Grantovi TA”), u skladu sa odredbama i uslovima jednog ili više ugovora o grantu tehničke pomoći koji će se zaključiti između Banke i Zajmoprimca („Ugovori o grantu TA“);

BUDUĆI DA je Banka na osnovu navedenog, između ostalog, pristala da Zajmoprimcu da kredit u iznosu od 20.000.000 evra (dvadeset miliona evra), u skladu sa uslovima navedenim ili navedenim u ovom Ugovoru.

SADA, STOGA, strane su saglasne kako slijedi:

ČLAN I - STANDARDNI USLOVI I ODREDBE; DEFINICIJE

Odjeljak 1.01. Uključivanje standardnih uslova i odredbi

Sve odredbe Standardnih uslova i odredbi Banke od 5. novembra 2021. su ovim inkorporirane i primjenjive na ovaj Ugovor sa istom snagom i efektom kao da su u potpunosti izložene u ovom Ugovoru.

Odjeljak 1.02. Definicije

Gde god da se koriste u ovom Ugovoru (uključujući Preambulu i Priloge), osim ako nije drugačije navedeno ili kontekst zahteva drugačije, termini definisani u Preambuli imaju odgovarajuća značenja koja su im data u njemu, izrazi definisani u Standardnim odredbama i uslovima imaju odgovarajuća značenja dato im u njemu i sljedeći izrazi imaju sljedeća značenja:

"Ovlašćenje"	znači svaki pristanak, registraciju, dokumentaciju, sporazum, ovjeru, potvrdu, licencu, odobrenje, dozvolu, ovlaštenje ili izuzeće od, od strane ili sa bilo kojim državnim autoritetom, bilo da je dato ili uskraćeno izričitom radnjom ili se smatra datim ili uskraćeno zbog propusta djelovati u bilo kojem određenom vremenskom periodu i svim odobrenjima ili saglasnostima korporacija, povjerilaca i dioničara.
„Ovlašćeni zajmoprimac Predstavnik"	označava ministra finansija Zajmoprimca.
"Konsultanti"	označavaju konsultante koji će biti angažovani za implementaciju Projekta kao što je navedeno u Odjeljku 3.05.
„ ClientNet “	označava internetski portal Banke za prenos dokumenata i informacija između Banke i njenih klijenata, kao i svaku zamjensku web stranicu o čemu Banka može s vremena na vrijeme obavijestiti Zajmoprimca.
"Namijenjena izvedba Zahtjevi"	znači Zahtjevi učinka 1 do 8 i 10 (ili, u zavisnosti od konteksta, bilo koji od takvih Zahtjeva učinka) Zahtjeva učinka iz aprila 2019. godine i koji se odnose na ekološku i socijalnu politiku Banke iz aprila 2019. godine.
„Politika izvršenja i Procedure“	označava Politiku i Procedure Banke od 4. oktobra 2017. godine.
„Ekološka i Socijalni akcioni plan" ili "ESAP"	znači plan mjera za ublažavanje i poboljšanje okoliša i društva od 14. kolovoza 2024. godine, koji su pripremili konsultanti ENOVA, čija je kopija priložena kao Prilog 3, jer se takav plan može povremeno mijenjati uz prethodnu pismenu saglasnost Banku u skladu sa Odeljkom 3.04(c).
„Ekološka i socijalna Client Disclosure Dokumentacija"	znači pisane informacije koje je Zajmoprimac dostavio Banci ili u ime Zajmoprimca u skladu sa ekološkim i društvenim due diligence izvještaj od avgusta 2024. godine koji je pripremila ENOVA koji sadrži informacije koje se odnose, između ostalog, na pitanja životne sredine i društva i sve izmjene ili dopune takvih informacija koje Banka prihvati .
„Ekološka i	

Društveni zakon"	označava bilo koji važeći zakon u bilo kojoj relevantnoj jurisdikciji, koji se tiče zaštite životne sredine, radnika, zajednica ili ljudi pogođenih projektom.
„Ekološka i socijalna Plan upravljanja "	označava ekološki i društveni plan upravljanja koji je odobrila EBRD u skladu sa izvještajem o ekološkoj i socijalnoj analizi iz avgusta 2024.
„Ekološka i socijalna Materija"	označava svako pitanje koje je predmet bilo kojeg Zakona o životnoj i socijalnoj sredini, bilo kojeg utvrđenog zahtjeva za učinkom ili ekološkog i socijalnog akcionog plana.
„Nadgledanje zelenih projekata Plan"	označava plan dogovoren sa EBRD-om, koji navodi ključne pokazatelje učinka koji se odnose na tranziciju zelene ekonomije, klimatski rizik i usklađenost sa ciljevima Pariskog sporazuma, navedenim u Prilogu 3, jer se takav plan može povremeno mijenjati sa prethodnu pismenu saglasnost EBRD-a.
„Fiskalna godina“	označava fiskalnu godinu Zajmoprimca koja počinje 1. januara svake godine.
"Vladin organ"	označava vladu Zajmoprimca, ili bilo koju njenu političku pododjelu, bilo državnu, regionalnu ili lokalnu, i bilo koju agenciju, organ, ogranak, odjel, regulatorno tijelo, sud, centralnu banku ili drugi subjekt koji vrši izvršnu, zakonodavnu, sudske, poreske, regulatorne ili administrativne ovlasti ili funkcije ili koje se odnose na vladu ili bilo koju njenu pododjelu (uključujući sva nadnacionalna tijela), te sve službenike, agente i predstavnike svakog od gore navedenih.
"Datum posljednje dostupnosti"	znači posljednji datum dostupnosti naveden u Odjeljku 2.02(f).
"Valuta kredita"	znači EUR.
„Pariški sporazum“	znači međunarodni ugovor usvojen na 21. sjednici Konferencije strana Okvirne konvencije Ujedinjenih naroda o klimatskim promjenama (FCCC/CP/2015/10/Add.1).
"PIU"	označava jedinicu za implementaciju projekta navedenu u Odjeljku 3.02.

Odjeljak 1.03. Interpretacija

U ovom Ugovoru, upućivanje na određeni član, odjeljak ili Prilog, osim ako je drugačije navedeno u ovom ugovoru, tumačiće se kao upućivanje na navedeni član ili odjeljak ili Prilog prema ovom Ugovoru.

ČLAN II - OSNOVNI USLOVI ZAJMA

Odjeljak 2.01. Iznos i valuta

(a) Banka je saglasna da pozajmi Zajmoprimcu, pod uslovima navedenim ili navedenim u ovom ugovoru, u iznosu do 20.000.000 evra (dvadeset miliona evra).

Odjeljak 2.02. Ostali finansijski uslovi zajma

- (a) Minimalni iznos povlačenja iznosi 500.000 EUR.
- (b) Minimalni iznos prevremene otplate je 1.000.000 EUR.
- (c) Minimalni iznos za otkazivanje je 500.000 EUR, ili u slučaju da je manje od 500.000 EUR ostalo neizmireno, takav preostali iznos.
- (d) Datumi plaćanja kamate biće 17. april i 17. oktobar svake godine.
- (e) (1) Zajmoprimac će otplaćivati Zajam u 22 (dvadesetdve) jednake (ili što je moguće skoro jednake) polugodišnje rate 17. aprila i 17. oktobra svake godine, sa prvim zajmom Datum otplate je 17. oktobar 2028. 17a posljednji datum otplate kredita 17. april 2039 17. **[Datum koji EBRD treba potvrditi bliže datumu potpisivanja.]**
- (2) Bez obzira na gore navedeno, u slučaju da Zajmoprimac ne povuče cijeli iznos Zajma prije prvog Datuma otplate zajma navedenog u ovom Odjeljku 2.02.(e), tada iznos svakog povlačenja izvršenog na ili nakon prvog Datum otplate kredita će se dodijeliti za otplatu u jednakim iznosima na nekoliko Datuma otplate kredita koji padaju nakon datuma takvog povlačenja (s tim što Banka prilagođava tako dodijeljene iznose prema potrebi kako bi se u svakom slučaju postigli cijeli brojevi). Banka će, s vremena na vreme, obavestiti Zajmoprimca o takvim izdvajanjima.
- (f) Zadnji datum dostupnosti je 17. oktobar 2030. 18, ili kasnijeg datuma koji Banka može po svom nahođenju utvrditi i obavijestiti Zajmoprimca i Žiranta. **[Datum koji EBRD treba potvrditi bliže datumu potpisivanja.]**
- (g) Stopa naknade za obaveze iznosi 0,5% godišnje.
- (h) Zajam podliježe promjenjivoj kamatnoj stopi.

Odjeljak 2.03. Drawdowns

Raspoloživi iznos se može povremeno povući u skladu sa odredbama Priloga 2 za finansiranje (1) izvršenih (ili, ako se Banka s tim saglasi, da se izvrše) u pogledu razumne cene robe, radova i usluge potrebne za projekat i (2) Front-end komisija.

¹⁷ Unosi se datum koji je četiri (4) godine od datuma ovog Ugovora.

¹⁸ Unosi se datum koji je šest (6) godina od datuma ovog Ugovora.

ČLAN III - IZVOĐENJE PROJEKTA

Odjeljak 3.01. Drugi afirmativni projektni sporazumi

Pored opštih obaveza navedenih u članu IV Standardnih uslova, Zajmoprimac će, osim ako se Banka drugačije ne dogovori:

- (h) Preduzeti sve potrebne radnje kako bi se obezbijedila adekvatna sredstva za završetak Projekta;
- (i) Staviti na raspolaganje Agenciji za izvršenje projekta sredstva zajma i investicionog granta za implementaciju Projekta;
- (j) Osigurati da njena Agencija za izvršenje projekta preduzme sve potrebne mjere za implementaciju Projekta i da se pridržava relevantnih uslova ovog Ugovora, Ugovora o investicionom grantu i Ugovora o grantu tehničke pomoći;
- (k) Osigurati da njena Agencija za implementaciju projekta uspostavi Jedinicu za implementaciju projekta sa adekvatnim resursima i odgovarajuće kvalifikovanim osobljem u skladu sa projektnim zadatkom Jedinice za implementaciju projekta koji je zadovoljavajući za Banku, i osigura kontinuitet usluga Jedinice za implementaciju projekta do završetka projekta ;
- (l) Na prethodni pismeni zahtjev Banke, bez odlaganja izvršiti nezavisnu reviziju/procjenu statusa obrazovnog objekta;
- (m) Osigurati redovno održavanje obrazovnih zgrada po potrebi; i
- (n) Oslobođen poreza (uključujući, bez ograničenja, PDV) i dažbina (uključujući, bez ograničenja, sve carine) sve robe, radove i usluge (uključujući konsultantske usluge), nabavljene za Projekat i finansirane iz sredstava Zajma, Investicije Grant ili TA Grantovi koje Banka stavlja na raspolaganje, ili omogućavaju njihovu nadoknadu.

Odjeljak 3.02. Jedinica za implementaciju projekta

U cilju koordinacije, upravljanja, praćenja i evaluacije svih aspekata implementacije Projekta, uključujući nabavku roba, radova i usluga, kao i konsultantske usluge za Projekat, osim ako nije drugačije dogovoreno sa Bankom, Zajmoprimac će osigurati da njegova Agencija za izvršenje projekta uspostavlja iu svakom trenutku tokom izvođenja Projekta, upravlja jedinicom za implementaciju projekta sa adekvatnim resursima i odgovarajuće kvalifikovanim osobljem, prema projektnom zadatku prihvatljivom za Banku.

Odjeljak 3.03. Nabavka

Za potrebe Odeljka 4.03 Standardnih uslova i odredbi, sledeće odredbe će, osim ako se Banka drugačije dogovori, regulisati nabavku robe, radova i usluga, kao i konsultantske usluge potrebne za Projekat i koje će se finansirati iz prihoda zajam:

- (a) Roba, radovi, usluge i konsultantske usluge (isključujući izbor konsultanta za nabavku) će se nabavljati putem otvorenih konkurentskih postupaka.
- (b) Konsultant za nabavku će se nabaviti kroz procedure direktnog ugovaranja.

(c) Za potrebe Odjeljka 3.03(a) i (b), otvoreni konkurentski postupci i postupci direktnog ugovaranja navedeni su u Odjeljku III, član 3. Pravila nabavki EBRD-a.

(d) Svi ugovori podliježu postupcima revizije utvrđenim u Pravilima nabavke EBRD-a i podliježu prethodnoj reviziji od strane Banke.

Odjeljak 3.04. Ugovori o ekološkoj i društvenoj usklađenosti

Bez ograničavanja uopštenosti Odjeljaka 4.02(a), 4.04(a)(iii) i 5.02(c)(iii) Standardnih uslova i odredbi, i osim ako se Banka drugačije dogovori:

(a) Osim ako je drugačije navedeno u ekološkom i socijalnom akcionom planu, Zajmoprimac će i obezbijediti da njegova Agencija za izvršenje projekta i bilo koji ugovarač sprovode Projekat u skladu sa Određenim zahtjevima učinka.

(b) Bez ograničavanja gore navedenog, Zajmoprimac će i osigurati da njegova Agencija za izvršenje projekta revnosno implementira i pridržava se Akcionog plana zaštite životne sredine i društva i povezanog Plana upravljanja životnom i društvenom sredinom i prati implementaciju takvih planova u skladu sa odredbe o praćenju sadržane u takvim planovima.

(c) Zajmoprimac i Banka se mogu s vremena na vrijeme dogovoriti da izmijene ekološki i društveni akcioni plan kao odgovor na promjene u okolnostima Projekta ili Zajmoprimca, nepredviđene događaje i rezultate monitoringa. Ne ograničavajući općenitost prethodnog,

(4) ako postoji bilo kakav negativan uticaj na životnu sredinu ili društvo ili pitanje koje nije bilo predviđeno ili predviđeno Akcionim planom za životnu sredinu i društvo ili povezanim Planom upravljanja zaštitom životne sredine i društva, bilo u potpunosti ili u pogledu njegove ozbiljnosti,

(5) ako bilo koja mjera za ublažavanje uticaja navedena u ekološkom i društvenom akcionom planu ili povezanom planu upravljanja okolišem i društvom nije dovoljna da eliminira ili smanji bilo kakav ekološki ili društveni utjecaj na nivo koji je predviđen relevantnim Zahtjevima za izvršenje u određenom vremenskom okviru u ekološkom i socijalnom akcionom planu ili povezanom planu upravljanja životnom i socijalnom sredinom, ili

(6) ako Zajmoprimac, Banka ili inspekcija bilo kog regulatornog ili izvršnog organa utvrdi bilo kakvu materijalnu neusklađenost sa Akcionim planom za životnu i društvenu sredinu, povezanim Planom upravljanja zaštitom životne sredine i društva ili sa bilo kojim zakonom o zaštiti životne sredine i društva,

Zajmoprimac će, čim je to razumno izvodljivo i uz saglasnost Banke, razviti i uključiti u ekološki i socijalni akcioni plan ili povezani Plan upravljanja zaštitom životne sredine i društva takve dodatne ili revidirane mjere ublažavanja koje mogu biti neophodne za postizanje usklađenosti sa Navedene zahtjeve učinka, ekološki i socijalni akcioni plan ili ekološke i socijalne zakone, u svakom slučaju na način koji je zadovoljavajući za Banku.

Odjeljak 3.05. Consultants

(a) Kako bi pomogao u implementaciji Projekta, Zajmoprimac će, osim ako nije drugačije dogovoreno sa Bankom, zaposliti ili uzrokovati zapošljavanje, prema potrebi, i koristiti konsultante čije kvalifikacije, iskustvo i zadatak zadovoljavaju banka, uključujući:

(1) konsultanti za pomoć PIU-u u implementaciji projekta, uključujući, ali ne ograničavajući se na pružanje pomoći u provođenju istraživanja materijala koji sadrže azbest (ACM) prije izgradnje, razvoj odgovarajućih ACM registara, pripremu planova upravljanja ACM-om za sve pogođene obrazovne zgrade, t kiša za osoblje uključeno u poslove vezane za azbest, i pružanje pomoći u upravljanju rizicima lanca opskrbe za solarne PV komponente, kako je navedeno u ESAP-u, i

(2) konsultanti za idejni i detaljni projekat i nadzor koji će biti obezbeđeni u tri odvojena zadatka za tri regiona, koji će obezbediti brzo i efikasno izvođenje Projekta pomažući Agenciji za izvršenje projekta, PIU-u i EBRD-u, a čije odgovornosti konsultanta uključuju pripremu preliminarnog i detaljni dizajn, tehničke specifikacije za tendersku dokumentaciju, nadzor i podršku implementaciji ESAP-a, i godišnje E&S izvještavanje za Agenciju za izvršenje projekta i PIU (zajedno, „**Konsultanti**“).

(b) Zajmoprimac će obezbediti, bez naknade, bilo kom Konsultantu angažovanom da pomogne u pitanjima koja se odnose na Projekat ili operacije Zajmoprimca sve objekte i podršku potrebnu za obavljanje njihovih funkcija, uključujući kancelarijski prostor, opremu za fotokopiranje i zalihe, tajničke usluge i transport, kao i svu dokumentaciju, materijale i druge informacije koje mogu biti od značaja za njihov rad.

Odjeljak 3.06. Učestalost izvještavanja i zahtjevi za podnošenje

(a) Počevši od Datuma stupanja na snagu, do otplate ili otkazivanja punog iznosa Zajma, Zajmoprimac će Banci podnositi godišnje izvještaje o pitanjima životne sredine i socijalnih pitanja koja se javljaju u vezi sa Zajmoprimcem ili Projektom, kako je navedeno u Odjeljak 5.02(c)(iii) Standardnih odredbi i uslova, u roku od 60 dana nakon kraja godine o kojoj se izvještava. Takvi izvještaji će uključivati informacije o sljedećim specifičnim pitanjima:

(1) informacije o usklađenosti Zajmoprimca sa Određeni zahtjevi učinka kao što je opisano u Odjeljku 3.04(a) i implementacija ekološkog i socijalnog akcionog plana i povezanog plana upravljanja životnom i socijalnom sredinom;

(2) informacije o tome kako je Zajmoprimac pratio usklađenost sa Naznačenim zahtjevima učinka i ekološkim i društvenim akcionim planom od strane bilo kojeg izvođača angažovanog na Projektu i sažetak bilo kakvog materijalnog neusklađenosti tog izvođača sa Naznačenim zahtjevima učinka i Akcioni plan za životnu i društvenu sredinu i sve mere koje su preduzete za otklanjanje takve neusklađenosti;

(3) informacije o implementaciji plana angažmana zainteresovanih strana i žalbenog mehanizma koji se zahtijevaju prema Zahtjevu za izvršenje 10, uključujući sažetak svih primljenih pritužbi i načina na koji su takve žalbe riješene;

(4) informacije o usklađenosti Zajmoprimca sa ekološkim i društvenim zakonima u vezi sa Projektom, uključujući opis bilo kojeg zahtjeva, postupka, naloga ili istrage započete ili prijetnje protiv Zajmoprimca, status bilo kojeg odobrenja potrebnog za Projekat, rezultate bilo koje inspekcije koju je izvršilo bilo koje regulatorno tijelo, bilo kakvo kršenje primjenjivih zakona, propisa ili standarda i bilo kakve korektivne mjere ili novčane kazne u vezi s takvim kršenjem, sažetak bilo kojeg materijalnog obavještenja, izvještaja i druge komunikacije o okolišnim i društvenim pitanjima koja se odnose na Projekat koji je Zajmoprimac podneo bilo kom regulatornom organu i sve druge okolnosti koje dovode do odgovornosti Zajmoprimca za bilo koje ekološko i socijalno pitanje;

(5) informacije o upravljanju zaštitom zdravlja i bezbednošću na radu i evidenciji o zaštiti zdravlja i bezbednosti na radu projekta uključujući stope nesreća, incidenata sa

izgubljenim vremenom i skoro promašaja, sve preventivne ili ublažavajuće mere koje je preduzeo ili planira Zajmoprimac, svaku obuku osoblja o zdravlje i sigurnost na radu i sve druge inicijative u vezi sa upravljanjem zdravlja i sigurnosti na radu koje je implementirao ili planirao Zajmoprimac;

(6) sažetak bilo koje promjene u ekološkim i socijalnim zakonima koja može imati materijalni uticaj na Projekat;

(7) kopije svih informacija o pitanjima životne sredine i socijalnih pitanja koje Zajmoprimac periodično dostavlja svojim akcionarima ili široj javnosti ; i

(8) informacije o ključnim indikatorima učinka kako je navedeno u Planu praćenja zelenog projekta.

(b) Počevši od datuma stupanja na snagu, Zajmoprimac će podnositi periodične izvještaje o Projektu iz Odjeljka 4.04(a)(v) Standardnih uslova i odredbi polugodišnje u roku od 30 dana nakon završetka perioda o kojem se izvještava, do završetka Projekta. Takvi izvještaji uključuju sljedeće specifične karakteristike:

(1) Sljedeće opšte informacije:

(A) fizički napredak ostvaren u implementaciji Projekta do datuma izvještaja i tokom izvještajnog perioda;

(B) stvarne ili očekivane poteškoće ili kašnjenja u implementaciji Projekta i njihov uticaj na raspored implementacije, te stvarne korake preduzete ili planirane za prevazilaženje poteškoća i izbjegavanje kašnjenja;

(C) očekivane promjene u datumu završetka Projekta ;

(D) ključne kadrovske promjene u osoblju PIU-a, konsultanta ili izvođača radova;

(E) stvari koje mogu uticati na troškove Projekta; i

(F) bilo koji razvoj ili aktivnost (uključujući, ali ne ograničavajući se na pravne radnje) koja bi mogla uticati na ekonomsku održivost bilo kojeg dijela Projekta.

(2) Finansijski izvještaji koji prikazuju detalje o troškovima nastalim u okviru svakog dijela projekta i povlačenja, zajedno sa izjavom koja pokazuje:

(A) originalne procjene troškova;

(B) revidirane procjene troškova, ako ih ima, sa razlozima za promjene;

(C) prvobitni procijenjeni rashodi i stvarni rashodi do danas;

(D) razlozi za varijacije stvarnih rashoda do danas u odnosu na prvobitno procijenjene rashode do danas;

(E) ažuriranje izvora sredstava, ako ih ima; i

(F) procijenjeni rashodi za preostale kvartale godine.

(3) Kratka izjava o statusu usklađenosti sa svakim od paktova sadržanih u ovom sporazumu.

(c) Odmah po nastanku bilo kakvog incidenta ili nesreće u vezi sa Zajmoprimcem ili Projektom koji ima ili bi mogao imati značajan negativan uticaj na životnu sredinu, radnike ili javno zdravlje ili bezbednost na radu, Zajmoprimac će obavestiti Banke i odmah nakon toga obavijestiti Banku o tome navodeći prirodu takvog incidenta ili nesreće i sve korake koje Zajmoprimac preduzima da ih popravi. Kada incident uključuje osjetljive informacije u vezi sa osobom ili bilo kakav rizik od odmazde, prvo obavještenje Banci neće uključivati nikakve detalje o identitetu uključenih osoba. Ne ograničavajući općenitost prethodnog,

(3) incident ili nesreća se odnosi na Projekt ako se dogodi na bilo kojoj lokaciji koja se koristi za Projekt ili, ako je uzrokovana od strane radnika na Projektu i/ili objekata, opreme, vozila ili plovila koji se koriste za ili u vezi s Projektom (bez obzira da li se koriste ili ne na bilo kojoj lokaciji Projekta i bez obzira da li je koriste ovlaštena ili neovlaštena lica);

(4) Smatra se da incident ili nesreća imaju značajan negativan uticaj na životnu sredinu ili javno zdravlje ili bezbednost na radu ako:

(A) bilo koji primjenjiv zakon zahtijeva obavještanje o takvom incidentu ili nesreći bilo kojem državnom organu,

(B) takav incident ili nesreća uključuje smrt bilo koje osobe (bez obzira da li je takva osoba zaposlena kod Zajmoprimca),

(C) više od jedne osobe (bez obzira da li su takve osobe zaposlene kod Zajmoprimca) zadobilo je ozbiljnu povredu zbog koje je potrebna hospitalizacija,

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

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

(F) takav incident ili nesreća je postao, ili će vjerovatno postati javno poznato, bilo putem medijskog izvještavanja ili na drugi način.

(d) Zajmoprimac će odmah obavijestiti Banku o svakom značajnom protestu ili peticiji radnika ili članova javnosti usmjerenoj ili u vezi sa Zajmoprimcem ili Projektom koji bi mogao imati materijalno negativan utjecaj na Zajmoprimca ili Projekat ili koji je postao , ili će vjerovatno postati javno znanje kroz medijsko praćenje ili na neki drugi način. U roku od deset dana nakon svakog takvog obavještenja, Zajmoprimac će Banci dostaviti zadovoljavajući izvještaj u kojem će se navesti ishod Zajmoprimčeve istrage o takvom protestu, i sve korake koje je preduzeo ili predložio Zajmoprimac kako bi riješio pitanja postavljena u protest ili peticija.

ČLAN IV - FINANSIJSKI UGOVI

Odjeljak 4.01. Finansijski zapisi i izvještaji

(a) Zajmoprimac će, u odnosu na odjele ili agencije Zajmoprimca odgovorne za izvođenje Projekta ili bilo kojeg njegovog dijela, održavati procedure, evidenciju i račune adekvatne da odražavaju, u skladu sa međunarodno prihvaćenim računovodstvenim standardima koji se dosljedno primjenjuju, operacije , resurse i rashode koji se odnose na Projekat i za praćenje i evidentiranje napretka Projekta (uključujući njegove troškove i koristi koje se iz njega mogu izvuci).

(b) Zajmoprimac će:

- (1) da evidenciju i račune navedene u Odjeljku 4.01(a) za svaku fiskalnu godinu revidiraju nezavisni revizori prihvatljivi za Banku u skladu sa međunarodno prihvaćenim principima i standardima revizije;
- (2) dostaviti Banci čim bude dostupan, ali u svakom slučaju najkasnije šest mjeseci nakon završetka svake fiskalne godine, izvještaj o takvoj reviziji od strane revizora takvog obima i sa takvim detaljima koje Banka može razumno zahtijevati ; i
- (3) dostavlja Banci i druge informacije koje se odnose na takve evidencije i račune i njihovu reviziju, koje Banka može s vremena na vrijeme razumno zahtijevati.

ČLAN V - SUSPENZIJA; ACCELERACIJA; OTKAZ

Odjeljak 5.01. **Suspenzija**

Sljedeće je navedeno za potrebe Odjeljka 7.01(a)(xvii) Standardnih odredbi i uslova:

- (a) zakonodavni i regulatorni okvir koji se primenjuje na energetske sektor na teritoriji Zajmoprimca biće izmenjen, suspendovan, ukinut, ukinut ili ukinut na način koji nije pismeno odobren od strane Banke; i
- (b) bilo koji od događaja opisanih u Odjeljku 7.01(a)(x) Standardnih odredbi i uslova dogodio se u vezi sa bilo kojim od Ugovora o investicionom grantu ili Ugovora o grantu tehničke pomoći, *mutatis mutandis*, koji će također uključivati bilo koje pravo da Banka zahteva povraćaj celog ili bilo kog dela granta koji je stavljen na raspolaganje prema takvom sporazumu .

Odjeljak 5.02. **Ubrzanje zrelosti**

Sljedeće je navedeno za potrebe Odjeljka 7.06(f) Standardnih uslova i odredbi: bilo koji od događaja navedenih u Odjeljku 5.01 će se desiti i nastaviti bez pravnog lijeka 30 (trideset) dana nakon što Banka obavijesti o tome zajmoprimca.

ČLAN VI - EFEKTIVNOST

Odjeljak 6.01. **Uslovi koji prethode djelotvornosti**

Sljedeće je navedeno za potrebe Odjeljka 9.02(c) Standardnih odredbi i uslova kao dodatni uslovi za efektivnost ovog Ugovora:

- (a) Ugovor o investicionom grantu je potpisan i isporučen i svi uslovi koji prethode njegovoj efektivnosti ili pravu Zajmoprimca da izvrši povlačenje po njemu, osim samo stupanja na snagu ovog Ugovora, su ispunjeni; i
- (b) PIU sa adekvatnim resursima i odgovarajućim kvalifikovanim osobljem, u formi i sadržaju zadovoljavajućim za Banku, je uspostavljena i operativna.

Odjeljak 6.02. Prethodni uslovi za prvu isplatu

Obaveza Banke da izvrši prvu isplatu Zajma (osim u pogledu plaćanja Front-end provizije) podliježe ispunjenju sljedećih uslova koji su u formi i sadržaju zadovoljavajući za Banku:

- (a) Banka će dobiti zadovoljavajući dokaz da je Agencija za izvršenje projekta imenovala Konsultante u skladu sa ovim Ugovorom da pomognu u uslugama kako je navedeno u Odjeljku 3.05(a);
- (b) Osim isplata za konsultantske usluge kako je navedeno u Odjeljku 3.05(a), za potrebe samo prve isplate za dio A Projekta, Banka je primila ključne ugovore o izgradnji za robu, radovi i usluge prema Dijelu A Projekta; i
- (c) Ugovori o grantu T A su potpisani i isporučeni i svi uslovi koji prethode njihovoj efektivnosti ili pravu Zajmoprimca da izvrši povlačenje po njima, osim samo stupanja na snagu ovog Ugovora, su ispunjeni.

Odjeljak 6.03. Pravno mišljenje

- (b) Za potrebe Odjeljka 9.03(a) Standardnih uslova, mišljenje ili mišljenja branioca u ime Zajmoprimca daje Zaštitnik imovinsko pravnih interesa Crne Gore.

Odjeljak 6.04. Raskid zbog neuspjeha da postane delotvoran

Datum 180 dana nakon datuma ovog Ugovora određen je za potrebe Odjeljka 9.04 Standardnih uslova i odredbi.

ČLAN VII - RAZNO**Odjeljak 7.01. Obavještenja**

- (a) Sljedeće adrese su navedene za potrebe Odjeljka 10.01 Standardnih odredbi i uslova, osim što će se smatrati da je svako obavještenje dostavljeno rukom, poštom ili u pdf ili sličnom formatu elektronskom poštom:

Za Zajmoprimca:

Ministarstvo finansija Crne Gore
Stanka Dragojevića 2
81000 Podgorica
Crna Gora

Pažnja: Novica Vuković
ministar finansija

Email: mf@mif.gov.me

Za EBRD:

Evropska banka za obnovu i razvoj

5 Bank Street
 London E14 4BG
 Ujedinjeno Kraljevstvo

Pažnja: Bankarske usluge / Operacija br. 54660

Telefon: +44 20 7338 6000

E-mail: bankingservices@ebrd.com

(b) Banka može pozvati Zajmoprimca da se registruje za korištenje ClientNet-a ili drugog oblika elektronske komunikacije i, ako se Zajmoprimac i Banka saglase da koriste ClientNet ili neki drugi oblik elektronske komunikacije, bilo koje obavještenje, prijavu ili drugu komunikaciju Zajmoprimca Banci ili od Banke do Zajmoprimca (osim bilo kojeg obavještenja, aplikacije ili druge komunikacije za koju se ovim Ugovorom zahtijeva da bude u originalu, ovjerenoj ili štampanoj kopiji), može, u skladu sa odredbama i uslovima ClientNet-a ili sl. drugi oblik elektronske komunikacije, biti dat ili napravljen postavljanjem takvog obavještenja, aplikacije ili druge komunikacije na ClientNet ili poslat u skladu sa uslovima dogovorenim u vezi sa takvim drugim oblikom elektronske komunikacije.

(c) Svaka obavijest, aplikacija ili druga komunikacija dostavljena ručno, vazdušnom poštom ili faksom ili putem ClientNet- a ili drugog dogovorenog oblika elektronske komunikacije bit će učinkovita samo kada se stvarno primi (ili učini dostupnom) u čitljivom obliku, pod uslovom da svako obavještenje, prijava ili druga komunikacija koja je primljena (ili stavljena na raspolaganje) nakon 17:00 sati u mjestu u kojem strana kojoj se šalje relevantno obavještenje, prijava ili komunikacija ima svoju adresu u svrhu ovog Ugovora, smatraće se tek stupeći na snagu narednog dana.

(d) Slijede imena, titule i adrese e-pošte osoba koje su određene kao početni kontakti Zajmoprimca za potrebe bilo kojeg poziva koji Banka može poslati Zajmoprimcu u vezi ClientNet-a : **[Zajmoprimac da potvrdi informacije sadržane u sljedećem grafikon]**

<i>Ime</i>	<i>Naslov</i>	<i>E-mail adresa</i>	<i>Jezik - engleski, ruski, francuski</i>
Novica Vuković	ministar finansija	novica.vuković@mif.gov.me	engleski
Andrijana Ulić Rajović	generalni direktor	andrijana.ulic@mif.gov.me	engleski

U POTVRDU NAVEDENOG, strane su, postupajući preko svojih propisno ovlašćenih predstavnika, potpisale ovaj Ugovor u tri originalna primjerka i dostavile ga u [] Podgorica, Crna Gora [] od dana i godine kada je prvo napisano.

CRNA GORA

Autor: _____
ime:
Naslov:

**EVROPSKA BANKA
ZA REKONSTRUKCIJU I RAZVOJ**

Autor: _____
ime:
Naslov:

PRILOG 1 - OPIS PROJEKTA

1. Svrha Projekta je da pomogne Zajmoprimcu u finansiranju implementacije različitih mjera energetske efikasnosti i tehnologije potencijalno obnovljive energije (fotonaponski paneli i solarni kolektori) u dvadeset četiri (24) javne obrazovne ustanove raspoređene u 10 gradova u Crnoj Gori, što će dovesti do poboljšanja njihovih energetskih performansi („Projekat“). Očekuje se da će projekat biti sufinansiran investicionim grantom u iznosu do 4,0 miliona evra od EU kroz REEP i tehničkom pomoći do 0,215 miliona evra koju finansiraju austrijski DRIVE fond, EBRD-ov specijalni fond za akcionare i EBRD-ov akcionar za rodnu i ekonomsku inkluziju Specijalni fond. **[Napomena EBRD-a: Ukupan iznos tehničke pomoći i identitet donatora tehničke pomoći treba ažurirati u skladu s dokumentom odbora.]** Projekat će se realizovati preko Ministarstva prosvjete, nauke i inovacija Crne Gore.
2. Projekat se sastoji od sljedećih dijelova, podložnim modifikacijama o kojima se Banka i Zajmoprimac mogu s vremena na vrijeme dogovoriti:
 - Dio A: Robe, radovi i usluge (koji se finansiraju iz Zajma i Investicionog granta) uključujući konsultantske usluge u skladu sa Odjeljkom 3.05 (koji se finansiraju iz Zajma).
 - Dio B: Front-end provizija (finansira se iz zajma).
 - Dio C: Program tehničke pomoći koji će se finansirati iz TA grantova za sljedeće:
 - e) Studija izvodljivosti energetske efikasnosti.
 - f) Podrška nabavci za izbor konsultanta PIU.
 - g) Ekološka i socijalna procjena.
 - h) Podizanje svijesti i prevencija GVBH
3. Očekuje se da će projekat biti završen u roku od pet (5) godina od datuma stupanja na snagu.

DODATAK 2 - KATEGORIJE I NIŽAVANJA

1. U tabeli koja je priložena ovom Prilogu navedene su kategorije, iznos zajma koji se dodjeljuje svakoj kategoriji i procenat rashoda koji će se finansirati u svakoj kategoriji.
2. Bez obzira na odredbe stava 1. ovog člana, povlačenje sredstava se neće vršiti u pogledu izdataka nastalih prije datuma Ugovora o zajmu .

Prilog Prilogu 2

Kategorija	Iznos kredita dodijeljen kategoriji (EUR)	Procenat troškova koji će se financirati
Dio A – Roba, radovi i usluge uključujući konsultantske usluge	19,800,000	100% vrijednosti ugovora bez poreza
Dio B – Front-end komisija	200.000	100%
Ukupno	20,000,000	

