

## **Informacija o žalbenom mehanizmu ma Projektu “Program unapre enja crnogorskog obrazovanja” koji se sprovodi u saradnji sa Evropskom Investicionom Bankom (EIB)**

Vlada Crne Gore je na sjednici od 31. oktobra 2019. godine, ovlastila ministra finansija Darka Radunovića da u ime Crne Gore potpiše Ugovor o kreditnom zaduženju kod Evropske Investicione Banke (EIB) za realizaciju projekta “Program unapre enja crnogorskog obrazovanja”. Predmetni kreditni aranžman u visini od 18 miliona eura, poslužiće za svrhu finansiranja prioritetnih projekata u oblasti obrazovanja u narednom petogodišnjem periodu, koji su predviđeni kroz predmetni projekat, a ija je ukupna procijenjena vrijednost oko 40 miliona eura.

Riječ je o projektu koji podrazumijeva finansiranje projekata koji su uvršteni u Kapitalni budžet i to: nove Gimnazije u Podgorici, nove Osnovne Škole u naselju City kvart u Podgorici, novih osnovnih škola u naseljima Zabjelo i Krabuško polje, nadogradnje sa rekonstrukcijama vrtića u naseljima Momići i Zabjelo, te nadogradnje sa rekonstrukcijom vrtića u Kotoru.

Osim gore navedenih projekata infrastrukture, kao posebni dijelovi Projekta “Program unapre enja crnogorskog obrazovanja” uvršteni su u projekat i rekonstrukcija 10 srednjih stručnih škola, kao i nabavka ravnarske opreme za sve škole u Crnoj Gori, nabavka namještaja za sve škole u Crnoj Gori, kao i nabavka specifične opreme za praktičnu nastavu u Srednjim Stručnim Školama u Crnoj Gori, za koje će sredstva biti prepoznata kroz Tekuće budžete Ministarstva prosvjete, u godinama u kojima se implementira projekat.

Predmetnim ugovorom o kreditnom aranžmanu predviđeno je da se procesi nabavki za sve dijelove projekta u kojem će se za sufinansiranje koristiti sredstva obezbjeđena od strane EIB-a, primjenjuju pravila nabavke banke, koja su usaglašena sa svim direktivama Evropske Unije za oblast javnih nabavki. Predmetna pravila podrazumijevaju primjenu formulara i postulata drugih multilateralnih finansijskih institucija kao što su Svjetska banka, Evropska Banka Za Obnovu i Razvoj, KFW Banke i druge, prilagođeni u određenim dijelovima posebnim postulatima Evropske Investicione Banke, sa ciljem dodatnog povećanja transparentnosti i konkurentnosti.

U toku dogovora predmetnog projekta evidentirana je potreba za uspostavljanje ad hoc žalbenog mehanizma na ovom projektu. Naime kako po Zakonu o javnim nabavkama Državna Komisija za postupke javnih nabavki nije nadležna za odlučivanje po žalbama u postupcima javnih nabavki koji se sprovode po posebnim postupcima međunarodnih organizacija, na osnovu međunarodnih sporazuma ili ugovora sa tom međunarodnom organizacijom (lan 1 stav 1 Zakona o javnim nabavkama) za šta smo dobili Mišljenje Ministarstva finansija br. 15-7118 od 14 maja 2019. godine.

Nadalje specifičnost ovog projekta se ogleda u budžetiranju istog. Naime kako je dio projekta budžetiran u Kapitalnom bužetu, dok je dio budžetiran u Tekućem budžetu Ministarstva prosvjete, kao ugovorna tijela, tj. naručoci se pojavljuju kako Ministarstvo prosvjete, tako i Uprava javnih radova koja je zadužena za ugovaranje i realizaciju

projekata koji su evidentirani kroz Kapitalni budžet, pa se na ovom projektu ne može primijeniti model koji se primjenjuje na drugim slijednim projektima sa međunarodnim kreditorima, kada se žalbena tijela formiraju kod krajnjeg korisnika, dok je druga državna institucija isključivo naručilac u svim postupcima nabavki na projektima.

Predmetno žalbeno tijelo po instrukcijama EIB-a, mora biti sastavljeno od kompetentnih stručnjaka iz ove oblasti, te mora biti u potpunosti nezavisno od oba naručioca na ovom projektu. Na osnovu svega navedenog u toku pregovora kao logi no rješenje se nametnulo da Vlada Crne Gore imenuje tijelo koje će po svakom pitanju biti nezavisno, kako od naručilaca, tako i od potencijalnih ponuđača, te u svojim sastavu će uključiti pojedinci stručnjici u oblasti nabavki.

Nadalje kako je Ugovorom sa Evropskom investicionom bankom predviđeno da osim kreditnih sredstava EIB obezbijedi i bespovratna grant sredstva u iznosu do 2.2 miliona eura, za tehničku podršku za realizaciju projekta, potrebno je da ugovorna institucije, tj. naručiocima potpišu odvojene ugovore o tehničkoj saradnji sa EIB-om.

Naime predmetnim ugovorom predviđena su prava i obaveze kako ugovornih tijela na ovom projektu i to Ministarstva prosvjete i Uprave javnih radova sa Evropskom investicionom bankom sa jedne strane, kao i prava i obaveze ugovornih tijela sa konsultantom, tj. kompanijom koju nakon sprovedene tenderske procedure od strane Evropske Investicione Banke, bude odabran za pružanje tehničke podrške na implementaciji ovih projekata.

U skladu sa navedenim predlažemo Vladi Crne Gore da donese sljedeće

#### **ZAKLJUKE:**

1. Vlada je, na sjednici od \_\_\_\_ juna 2020. godine, usvojila Informaciju o žalbenom mehanizmu na Projektu "Program unapređenja crnogorskog obrazovanja" koji se sprovodi u saradnji sa Evropskom Investicionom Bankom (EIB).
2. Vlada je odredila članove Tijela za razmatranje pristiglih Žalbi u postupcima nabavki na Projektu "Program unapređenja crnogorskog obrazovanja" i to:
  - Radule Raonić, savjetnika Predsjednika Vlade,
  - Jelena Jovetić, direktoricu Direktorata za politiku javnih nabavki u Ministarstvu finansija,
  - Vladimir Ivanović, član Državne Komisije za postupke javnih nabavki.
3. Vlada je prihvatile Sporazum o poslovnoj saradnji broj. AA-010294-011 između Evropske investicione banke, Ministarstva prosvjete i Uprave za javne radove o konsultantskim uslugama podrške jedinici za implementaciju projekta „Program unapređenja crnogorskog obrazovanja“.

4. Ovlaš uju se dr Damir Šehovi , ministar prosvjete i Rešad Nuhodži , direktor Uprave javnih radova, da u ime Vlade Crne Gore, potpišu Sporazum iz ta ke 3 ovih zaklju aka.

Nacrt br. 2 od 20/11/2019.

Predmet je revizije, komentara i odobrenja Strana. Bez obaveza za EIB.

Sporazum o saradnji br: AA-010294-001

EIB Nivo interne klasifikacije – Korporativna upotreba

## **SPORAZUM O SARADNJI BR. AA-010294-001**

**izme u**

**Evropske investicione banke**

**Ministarstva prosvjete Crne Gore**

**i**

**Uprave za javne radove Crne Gore**

**o**

**konsultantskim uslugama podrške Jedinici za implementaciju projekata za  
Program unapređenja crnogorskog obrazovanja**

Luksemburg, \_\_\_\_ 2019

Podgorica, \_\_\_\_ 2019

OVAJ SPORAZUM O SARADNJI (U DALJEM TEKSTU "SPORAZUM") ZAKLJU EN JE IZME U SLJEDE IH STRANA:

EVROPSKE INVESTICIONE BANKE, sa sjedištem na adresi: 100, Boulevard Konrad Adenauer, L-2950, Luxembourg (u daljem tekstu "EIB"),

Ministarstva prosvjete Crne Gore, sa zvani nim sjedištem na adresi: Vaka urovi a bb, 81000 Podgorica (u daljem tekstu "Promoter")

i

Uprave javnih radova Crne Gore, sa zvani nim sjedištem na adresi: Novaka Miloševa 18, 81000 Podgorica (u daljem tekstu "Uprava")

S OBZIROM NA TO:

- A. Da su Crna Gora i EIB 22. maja 2007. zaklju ile okvirni sporazum kojim se ure uju aktivnosti EIB-a u Crnoj Gori (u daljem tekstu "Okvirni sporazum"), koji je i dalje u cijelosti valjan i na snazi.
- B. Da je Promoter izjavio da pokre e investicijski Program unapre enja crnogorskog obrazovanja (u daljem tekstu "Projekat") i da je zatražio podršku EIB-a u podmirivanju troškova profesionalnih usluga podrške Jedinici za implementaciju projekta za Program unapre enja crnogorskog obrazovanja (u daljem tekstu „Usluge“), kako su dalje opisane u Aneksu 1.
- C. Da je EIB, imaju i u vidu da takva podrška za pružanje Usluga spada u djelokrug njenih funkcija i uzimaju i u obzir izjave i injenice navedene u ovoj Preambuli, odluila da postupi po zahtjevu Promotera, pod uslovom da je takva podrška u skladu sa odredbama Finansijskog dokumenta (u skladu s definicijom termina datom u Aneksu 1).
- D. Da EIB smatra da pristup informacijama igra klju nu ulogu u smanjenu ekoloških i socijalnih rizika, uklju uju i kršenje ljudskih prava, vezano za projekte koje finansira, te je iz tog razloga uspostavila politiku transparentnosti, iji je cilj unapre enje odgovornosti EIB-a prema njenim dioni arima i gra anima Evropske unije uopšte.
- E. Da EIB vrši obradu li nih podataka u skladu s Uredbom (EU) 2018/1725 Evropskog parlamenta i Savjeta od 23. oktobra 2018. o zaštiti fizi kih lica u vezi s obradom podataka o li nosti od strane institucija, organa, biroa i agencija Evropske unije i sa slobodnim protokom tih podataka, i ukidanje Uredbe (EZ) br. 45/2001 i Odluke br. 1247/2002/EZ (OJ L 295, 21.11.2018, str.39).

PREMA TOME, Strane su se saglasile o sljede em:

**LAN 1**

- 1.1. U skladu s odredbama ovog Sporazuma, EIB osigurava da e Usluge biti isporu ene Promoteru.
- 1.2. Usluge su dostupne Promoteru u vezi s finansiranjem koje je EIB odobrio Crnoj Gori za implementaciju Projekta, a na osnovu Ugovora o finansiranju zaklju enog 6. novembra 2019. godine (u daljem tekstu „Ugovor o finansiranju“), kako je podrobniye opisan u Aneksu 1. EIB stoga zadržava pravo da, prema vlastitom naho enju i bez ikakve odgovornosti za EIB, naloži Konsultantu (u skladu s definicijom iz lana 2.1) da prekine izvršavanje Usluga, ukoliko se finansiranje EIB-a povu e ili otkaže iz bilo kog razloga.
- 1.3. Strane su se usaglasile da isporuka Usluga ne e zapo eti ukoliko i dok ovaj Sporazum ne bude propisno potpisani, valjan i pravosnažan u skladu s njegovim odredbama.

## LAN 2

- 2.1. Kako bi osigurala isporuku Usluga Promoteru, EIB će, u skladu sa svojim politikama, pravilima, i procedurama sprovesti proces nabavke Usluga, i dodijeliti odgovarajući Ugovor o uslugama (u daljem tekstu: „Ugovor“), te upravljati Ugovorom i vršiti isplate dobavljačima usluga kojima je povjereno da isporučuje Usluge ili bilo koji dio Usluga prema takvom Ugovoru (u daljem tekstu: „Konsultant“).
- 2.2. U tom smislu, Strane su saglasne da finansiranje koje EIB osigurava za pružanje Usluga u okviru Finansijskog dokumenta isključivo pokriva troškove Usluga, bez bilo kakvih indirektnih poreza, uključujući i, kako bi se izbjegle nedoumice, porez na dodatu vrijednost, porez po odbitku, porez na promet, uvozne carine ili bilo koji drugi porez slične prirode (u daljem tekstu "Porezi") koji se može platiti u Crnoj Gori. Promoter ili Uprava snose troškove takvih poreza, ako ih ima, bez korištenja EIB-a ili finansiranja koje EIB osigurava za Usluge u skladu s Finansijskim dokumentom.
- 2.3. Nijedan ugovor zaključen između EIB-a i Konsultanta ne smije stvoriti, ili se tumačiti tako da stvara bilo kakav ugovorni odnos između Promotera ili Uprave i bilo kojeg takvog Konsultanta. Promoter i Uprava priznaju i saglasni su da neće biti Strana Ugovora, te ni Promoter ni Uprava nemaju pravo direktno izvršavati bilo koju odredbu Ugovora.
- 2.4. Konsultant nije i ne može se smatrati zastupnikom EIB-a, već isključivo kao nezavisni ugovarač. EIB ne daje nikakve izjave ni jamstva, te ne preuzima nikakvu odgovornost pred Promoterom i Upravom, posebno za kvalitet, pravovremenu ili adekvatnost Usluga koje pruža Konsultant; Promoter i Uprava su jedini odgovorni za odluku da li da prihvate i implementiraju bilo koji predlog, preporuku ili rješenje koje pruži Konsultant kao dio Usluga, kao i za vlastite procjene prikladnosti Usluga za upotrebu koju su im namijenili.
- 2.5. Ne dovode i u pitanje prethodne odredbe Iana 2, u svrhu osiguranja usklađenosti interesa između Strana u pogledu pružanja Usluga, Promoter i Uprava će pravovremeno sarađivati s EIB-om u osmišljavanju Opisa poslova koji će EIB koristiti u tenderskoj dokumentaciji za nabavku Usluga, zatim u nadgledanju i nadzoru pružanja Usluga od strane Konsultanta, te će u svim drugim okolnostima osigurati brzo donošenje odluka i povratne informacije EIB-u i Konsultantu, u skladu s potrebnom ispravnog vršenja Usluga. Postupci i procedure koje regulišu takvu saradnju detaljno su opisani u Aneksu 2.
- 2.6. U skladu s gore navedenim, Strane se slažu da će Promoter djelovati kao glavni partner EIB-a za potrebe ovog Sporazuma i da EIB, osim ako nije izričito navedeno drugačije, može podrazumijevati da bilo koje obavještenje, odobrenje ili drugi vid komunikacije koju Promoter uputi EIB-u, prema ovom Sporazumu i u odnosu na Usluge, predstavlja stavove Promotera i svih ostalih strana koji imaju koristi od Usluga, u skladu s definicijom tih strana u Aneksu 1.
- 2.7. EIB je dužan da na adekvatan način razmotri stavove i mišljenja koje Promoter uputi u vezi s vršenjem Usluga. Međutim, uzimajući u obzir EIB-ovu ulogu i specifične odgovornosti, kao naručitelja i ugovarača Usluga, Promoter i Uprava priznaju i saglasni su da će sprovećenje i bilo koja odluka koja se odnosi na postupak nabavke za odabir Konsultanta, uključujući i odluku da li će Ugovor dodijeliti, te bilo koje druge odluke koje se odnose na administraciju i upravljanje Ugovorom, uključujući i, ali bez ograničenja, i to da li se (i) mijenja opseg Usluga obuhvaćenih Ugovorom; (ii) prihvataju Usluge pružene od strane Konsultanta kao isporučene u skladu s odredbama Ugovora, ili (iii) vrše bilo kakva plananja Konsultantu, spada u cijelosti u nadležnost EIB-a.
- 2.8. Kako bi osigurali uspješnu isporuku Usluga, Promoter i Administracija će blagovremeno i u dobroj namjeri sarađivati s Konsultantom, posebno:
  - 2.8.1. Pružajući podršku Konsultantu, u mjeri u kojoj je to moguće i u skladu s primjenjivom zakonskom regulativom u oblasti zapošljavanja i rada stranih državljana u Crnoj Gori, u dobijanju potrebnih viza i dozvola, uključujući i radnu i boravišnu dozvolu, za zaposlene Konsultanta i njihove manje porodice; podrazumijeva se da ni Promoter ni Uprava nemaju nikakvu obavezu da da pokriju troškove ovih dozvola, te da odgovornost za podnošenje zahtjeva za vizu ili dozvolu, s pripadajućom pravom dokumentacijom, nadležnom organu za izdavanje viza i dozvola Crne Gore, snosi isključivo Konsultant;
  - 2.8.2. Pružanje Konsultantu, bez nepotrebног odlaganja, informacija i dokumenata koji su im na raspolaganju, a koji mogu biti relevantni i potrebni za pružanje Usluga u skladu s dogovorenim Opisom poslova. U tom pogledu, Promoter i Uprava mogu zahtijevati od

Konsultanta zaključivanje posebnog sporazuma o povjerljivosti s Promoterom ili Upravom, ukoliko je primjenjivo, a koji se uslovi (i) moraju unaprijed dogovoriti s EIB-om, i (ii) koji ne dovode u pitanje bilo kakve obaveze izvještavanja ili dijeljenje podataka Konsultanta prema EIB-u, u skladu s Ugovorom ili važe im zakonima.

- 2.9. Obje Strane će preuzeti potrebne mjere kako bi bili u skladu sa zahtjevima vidljivosti koji su opisani u Aneksu 1.
- 2.10. U skladu s bilo kojim prethodno važe im pravima intelektualne svojine (kako je definisano u nastavku) bilo koje fizičke ili pravne osobe, uključujući i bilo koju od Strana, koja će ostati sa svojim prvobitnim vlasnikom, prava intelektualne svojine u odnosu na nove materijale koje je sastavio ili pripremio Konsultant tokom sproveđenja Ugovora, uključujući i sve relevantne izvještaje i informacije poput mapa, dijagrama, planova, baza podataka, drugih dokumenata i softvera, prate ih zapisa ili materijala, postavljene svojina EIB-a.

U smislu ovog Sporazuma, "prava intelektualne svojine" znači sva autorska i srodnna prava, prava dizajna, prava na bazu podataka, prava na radarski softver, nazine domena, zaštitne znakove, oznake usluge, patente, trgovke nazine ili bilo koje prijave za bilo šta od gorenavedenog, prava koja pokrivaju povjerljive informacije (uključujući i specifične na znanja i poslovne tajne) ili slike na prava ili obaveze, moralna prava, bilo registrirana ili neregistrirana i obuhvatajući sve prijave (ili primjenjiva prava) za obnavljanje ili proširenje takvih prava i sva slike na ili jednaka prava ili oblike zaštite koji mogu sada ili u budućnosti postojati u bilo kojem dijelu svijeta.

- 2.11. S izuzetkom prava intelektualne svojine nad isporučenim rezultatima ili drugim proizvodima Konsultanta, a koje Promoter izričito odabiće prihvatiti, EIB ovim daje Promoteru i Upravi neekskluzivnu licencu bez plaćanja tantižema, na neodređeno vrijeme, za korištenje u bilo koje svrhe prava intelektualne svojine stečene od strane EIB-a u skladu s članom 2.9.

Promoter i Uprava mogu podlicencirati trećim licima bilo koja prava intelektualne svojine obuhvatujući licencu kako je prethodno navedeno, pod uslovom prethodnog pisanog pristanka EIB-a, koji definiše uslove i trajanje svake takve podlicence.

EIB može u bilo kom trenutku ukinuti licencu, uz otkazni rok od tri mjeseca. EIB ne snosi nikakvu odgovornost u pogledu mogućnosti posljedica takvog ukidanja na bilo koje podlicence koje su Promoter i Uprava eventualno dodijelili trećim licima.

### ČLANAK 3

- 3.1. Promoter i Uprava prihvataju da će u ispunjavanju svojih obaveza iz ovog Sporazuma imati pristup i obrazovati li ne podatke (u skladu s definicijom iz člana 3.4) koji se odnose na treće lice, uključujući i eksperte koje je Konsultant odredio za pružanje Usluga.

U tom pogledu, Promoter i Uprava će:

3.1.1. obrazovati samo one koji su razumno potrebni za utvrđivanje kvalifikacija i sposobnosti predloženog eksperta za pružanje Usluga za koje ga / ju predloži Konsultant;

3.1.2. neće otkrivati bilo kakve li ne podatke bilo kom licu, osim uz prethodnu pisani saglasnost od strane EIB-a, i odmah će pisanim putem obavijestiti EIB ukoliko je zakonom predviđeno bilo kakvo otkrivanje lih podataka, pružajući sve potrebne informacije;

3.1.3. dodjeliti, na zahtjev, subjektima lih podataka prava na pristup, ispravku, privremeno ili stalno brisanje, kao i na prigovor i ograničenje obrade njihovih lih podataka, ekvivalentno pravima koja su im na raspolaganju u odnosu na iste li ne podatke koje obrazuje EIB u skladu s Uredbom (EU) 2018/1725 Evropskog parlamenta i Savjeta od 23. oktobra 2018. o zaštiti fizičkih lica u vezi s obradom podataka o lichnosti od strane institucija, organa, biroa i agencija Evropske unije i sa slobodnim protokom tih podataka, i ukidanje Uredbe (EZ) br. 45/2001 i Odluke br. 1247/2002/EZ (SL.L. 295, 21.11.2018, str. 39), na način opisan u Aneksu 2;

3.1.4. Osigurati da u svakom trenutku postoje odgovarajuće tehnike i organizacijske sigurnosne mјere za zaštitu lih podataka od slučajnog ili nezakonitog uništenja, gubitka, izmjena, neovlaštenog otkrivanja ili pristupa;

3.1.5. Izbrisati sve li ne podatke kada ne budu više potrebni za svrhe opisane u članku 3.1.1, i u svakom slučaju ne kasnije od 7 godina nakon završetka Usluga ili nakon završetka ovog Sporazuma, što god da je ranije;

- 3.1.6 Odmah pružiti EIB-u sve informacije i pristup sistemima i zaposlenima koji su korišteni za obradu li nih podataka budu i da EIB može s vremena na vrijeme tražiti da se provjeri uskla enost s odredbama ovog lana 3.1; i
- 3.1.7 Odmah informisati EIB, pisanim putem i sa svim potrebnim detaljima, ukoliko:
- (i) Postanu svjesni bilo kog kršenja li nih podataka; ili
  - (ii) Prime bilo kakvo obaveštenje:
    - a. Subjekta prava koji želi da iskoristi svoje pravo prema važe em zakonu o zaštiti li nih podataka, ili koji navodi kršenje istog; ili
    - b. Nadzornog tijela ili bilo kog drugog nadležnog tijela za zaštitu podataka,
- u vezi sa li nim podacima; i da pruži EIB-u takve informacije, saradnju i podršku kakvu EIB razumno traži kako bi mogao riješiti pravne ili druge posljedice takvog kršenja li nih podataka ili predmeta takvog obaveštenja.
- 3.2. Subjekt li nih podataka, kao tre e lice, može postupati po lanovima 3.1.1 do 3.1.5 protiv Promotera i Uprave. Me utim, subjekt podataka mora prvo zatražiti od EIB-a da preduzme odgovaraju e mjere kako bi postupila po svojim pravima protiv Promotera ili Uprave. Ako EIB ne preduzme mjere u razumnom roku (obi no od mjesec dana), subjekt podataka tada može postupiti po svojim pravima direktno protiv Promotera ili Uprave.
- 3.3. EIB preduzima razumne mjere da osigura da su li ni podaci ta ni i ažurni u trenutku kada se podijele s Promoterom ili Upravom, te da osigura da su subjektima li nih podataka pružene prave informacije kako bi se osigurali da je obrada njihovih li nih podataka od strane Promotera i Uprave, kako je utvr eno lanom 3.1, pravedna, uklju uju i informacije o:
- (i) Dijeljenju njihovih li nih podataka s Promoterom i Upravom;
  - (ii) Razlozima zbog kojih se dijele njihovi li ni podaci; i
  - (iii) Njihovim pravima u skladu s lanom 3.1.3, i kome se obratiti radi ostvarivanja tih prava; te im pružiti i druge podatke u skladu sa odredbama primjenjivih i važe ih zakona o zaštiti li nih podataka.
- 3.4. U smislu ovog Sporazuma, "li ni podaci" podrazumijevaju sve podatke koji se odnose na identifikovano ili prepoznatljivo fizi ko lice; prepoznatljivo lice je ono koje se može posredno ili neposredno identifikovati, posebno na osnovu identifikatora kao što ime, li ni broj, podaci o lokaciji, internetski identifikator ili jedan ili više inilaca specifi nih za fizi ki, fiziološki, genetski, mentalni, ekonomski, kulturni ili socijalni identitet tog lica.

#### LAN 4

- 4.1. Zaklju ivanjem ovog Sporazuma, Promoter i Uprava priznaju da EIB može biti obavezna da sprovodi zakone, regulative, trgovinski embargo, ili druge restriktivne mjere u okviru ekonomskih ili finansijskih sankcija (u daljem tekstu: „Sankcije“) koje inicira, kojima upravlja ili koje sprovodi i/ili implementira s vremenem na vrijeme bilo koje tijelo od navedenih:
- (a) Ujedinjene nacije i sve agencije ili lica propisno odre ena, opunomo ena ili ovlaštena od strane Ujedinjenih nacija za donošenje, upravljanje, sprovo enje i/ili implementaciju takvih mera;
  - (b) Evropska unija i sve agencije ili lica koja je Evropska unija propisno imenovala, opunomo ila ili ovlastila za donošenje, upravljanje, sprovo enje i/ili implementaciju takvih mera; i
  - (c) Kancelarija za kontrolu stranih sredstava (OFAC) pri Ministarstvu finansija Sjedinjenih Ameri kih Država, Ministarstvo vanjskih poslova Sjedinjenih Ameri kih Država i/ili Ministarstvo trgovine Sjedinjenih Ameri kih Država.

Pri tome, EIB-u može, izme u ostalog, biti zabranjeno pružanje sredstava i/ili ekonomskih resursa (uklju uju i Usluge), posredno ili neposredno, na korištenje ili u korist fizi kog ili pravnog lica ili

subjekta koji je predmet Sankcija, ili nekoga na koga se na drugi na in primjenjuju Sankcije (oba u daljem tekstu "Sankcionisana lica").

4.2. Promoter i Uprava daju sljede e izjave na datum potpisivanja ovog Sporazuma:

4.2.1. Da nisu Sankcionisana lica, odnosno da ne krše Sankcije, te da prema njihovom znanju i uvjerenju, nijedno Relevantno lice (u skladu s definicijom u nastavku) nije Sankcionisano lice ili ne krši bilo koje Sankcije, gdje se termin "Relevantno lice" odnosi na

- (a) Kada je rije o Promoteru ili Upravi, bilo kojeg zvani nika ili predstavnika, ili bilo koje lice koje postupa u njihovo ime ili pod njihovom kontrolom, a koje ima mo da daje uputstva ili ostvaruje kontrolu u odnosu na Usluge;

4.2.2. Da njima, ni bilo kom Relevantnom licu nije izre ena pravosnažna presuda za Zabranjeno ponašanje, prema definiciji ovog termina u EIB-ovu politiku spre avanja i suzbijanja zabranjenog ponašanja u aktivnostima Evropske investicione banke (u daljem tekstu „Politika suzbijanja prevara), koja je dostupna na EIB-ovoj internetskoj stranici na relevantni datum;

4.3. Tokom trajanja ovog Sporazuma, Promoter ili Uprava ne e, direktno ili indirektno:

- (a) Održavati ili ulaziti u bilo kakav poslovni odnos sa Sankcionisanim licima u vezi sa Uslugama;
- (b) U odnosu na Usluge, staviti na raspolaganje sredstva i/ili ekonomski resurse (uklju uju i Usluge) Sankcionisanim licima ili u korist Sankcionisanih lica;
- (c) Koristiti sve ili dio Usluga na na in koji bi doveo do kršenja Sankcija od strane Promotera ili Uprave ili EIB-a;
- (d) Ukoliko je primjenjivo, finansirati dio ili sve finansijske obaveze prema ovom Sporazumu (u skladu s lanom 2.2 i/ili lanom 7) od prihoda ste enih kroz aktivnosti ili poslove sa Sankcionisanim licem, ili s licem koje krši Sankcije, ili na bilo koji na in koji bi direktno ishodovao kršenjem Sankcija od strane Promotera ili Uprave ili EIB-a.

4.4. Promoter i Uprava se obavezuju da e u razumnom roku preduzeti razumne mjere, u odnosu na bilo koje Relevantno lice koje postane Sankcionisano lice ili mu bude izre ena pravosnažna presuda u vezi sa Zabranjenim ponašanjem po injenim tokom izvršavanja službenih dužnosti, kako bi se osigurali da je takvo Relevantno lice isklju eno iz bilo koje od aktivnosti Promotera ili Uprave u vezi s Uslugama.

4.5. Promoter i Uprava e bez odlaganja informisati EIB o:

- (i) Autenti noj tvrdnji ili žalbi u odnosu na bilo koj Zabranjeno ponašanje ili Sankciju, a koje je u vezi s Uslugama,
- (ii) Bilo kojoj injenici ili informaciji koje Promoter ili Uprava postanu svjesni, a da potvr uje ili razumno sugerira da se dogodilo, ili se može dogoditi, bilo kakvo Zabranjeno ponašanje ili bilo kakva povreda Sankcije u vezi s Uslugama, ili da bilo koja sredstva korištena u svrhu ispunjavanje finansijskih obaveza iz lana 4.3 poti u iz od nezakonitih izvora,
- (iii) Bilo kojoj injenici ili doga aju koji ima za posljedicu to da Promoter ili Uprava ili bilo koje Relevantno lice postane Sankcionisano lice, i
- (iv) Planu aktivnosti koje e se preduzeti u odnosu na takva pitanja kako su navedena u prethodnim stavkama;

4.6. Podrazumijeva se da su izjave i aktivnosti u vezi sa Sankcijama utvr enim u lanovima 4.2. do 4.5. zahtievane i preduzete u onoj mjeri u kojoj to dopušta bilo koje primjenjivo pravilo Evropske unije protiv bojkota, kao što je Uredba (EZ) 2271/96 od 22. novembra 1996. koja štiti od u inaka vanterritorialne primjene zakonodavstva usvojenog od strane tre e zemlje i radnji temeljenih na njemu ili proisteklih iz njega (SL.L. 309, 29.11.1996, str.1) s usvojenim izmjenama i dopunama.

4.7. Ukoliko EIB izvrši evaluaciju, ili misiju nadgledanja Usluga, Promoter i Administracija su saglasni da obezbijede predstavnicima EIB-a, ili licima ovlaštenim od strane EIB-a, bilo koji dokument ili informaciju koju posjeduje Promoter a koja može podržati sprovo enje te misije.

4.8. Promoter i Uprava moraju dozvoliti EIB-u, Evropskoj kancelariji za borbu protiv prevara (OLAF) i svim tre im stranama koje su ovlaštene od bilo koga gore navedenog,

- (i) da provjere originalnu dokumentaciju (uklju uju i pravo na izradu kopija), i kroz provjere na licu mjesta, sprove enje Usluga; i / ili
- (ii) da sprovedu sveobuhvatnu reviziju na osnovu bilo kojeg propratnog dokumenta relevantnog za finansiranje Usluga.

Takve provjere mogu se sprovesti do sedam godina od datuma kada EIB izvrši posljednje pla anje Konsultantu, a o kom e EIB obavijestiti Promotera i Upravu u pisanim oblicima bez nerazumnih odlaganja.

Promoter i Uprava su saglasni da e imenovanom osoblju ili zastupnicima EIB-a, Evropske kancelarije za borbu protiv prevara (OLAF) i svim tre im stranama koje su ovlaštene kako je gore navedeno, sami obezbijediti, ili postarati se da im je obezbije en potreban pristup i podrška u svrhe navedene u ovom lanu 4.7. Takav pristup e biti odobren na osnovu povjerljivosti u odnosu na tre a lica, ne dovode i u pitanje obaveze koje proisti u iz javnog prava ili prava Evropske unije kojima podliježu ove institucije ili tijela, te njihovo osoblje, zastupnici ili ovlašteni predstavnici.

## LAN 5

- 5.1. Svako obavještenje ili druga komunikacija koja e se služiti ovim sporazumom mora biti u pisanoj formi i imati naslov („Sporazum o saradnji br. AA-010294-001 u vezi sa „Jedinicom za implementacijom projekta za unapre enje crnogorskog obrazovnog programa“) ovog Sporazuma.
- 5.2. Svako obavještenje ili druga komunikacija koja je data ugovornoj strani prema ili u vezi sa ovim Ugovorom mora biti u pisanim oblicima i na engleskom ili, ako ne na engleskom, mora biti popra ena prevodom na engleski jezik i u tom e slu aju prednost imati engleski prevod osim ako dokument nije ustavni, zakonski ili drugi službeni dokument.
- 5.3. Sva obavještenja i prepiske u vezi sa ovim Ugovorom i Uslugama šalju se preporu enom poštom (uz potvrdu o prijemu), faksimillom ili, u mjeri u kojoj su strane potpisnice pismeno odredile, e-mailom ili drugim sredstvima elektronske komunikacije, i to na sljede e adrese:

**Za EIB**

European Investment Bank  
98-100, boulevard Konrad Adenauer  
L-2950, Luxembourg  
Fax: +352 4379 62650  
Email: [eib-cpcm-procurement@eib.org](mailto:eib-cpcm-procurement@eib.org)  
Attn: Head of Consultant Procurement and Contract Management Division

**Za Promotera**

Ministarstvo prosvjete Crne Gore  
Vaka urovi a bb, 81000 Podgorica  
Tel: +382 20 410 100  
Fax: +382 20 410 101  
Email: [mps@mps.gov.me](mailto:mps@mps.gov.me)  
Attn: Spasoje Ostojic

**Za upravu**

Uprava javnih radova Crne Gore  
Novaka Miloševa 18, 81000 Podgorica  
Tel: (+382) 20 230-223; 20 230-227,  
Fax: (+382)20 230-228,  
Email: [ujr@ujr.gov.me](mailto:ujr@ujr.gov.me)  
Attn: [ ]

- 5.4. Svaka izmjena gore navedenih podataka o komunikaciji stupa na snagu tek nakon što uredno, u pisanim ili elektronskom obliku, druge Ugovorne strane na gore navedenim adresama budu uredno obaviještenе
- 5.5. Obavještenja i druge komunikacije smatraju se primljenim (i) u trenutku prijema evidentiranog od strane dostavne službe ako se šalju preporučnom poštom ili (ii) u trenutku slanja ako su izvršeni faksom ili elektronskom komunikacijom ili, kada je riječ o prijemu van radnog vremena, onda kada se radno vrijeme nastavi. U ovom lanu, radno vrijeme znači period od 09,00 do 17,00 sati od ponedjeljka do petka u danima koji u vrijeme prijema nijesu državni praznici.
- 5.6. Ovaj lan se ne odnosi na uru enje postupaka ili drugih dokumenata u bilo kojoj pravnoj radnji ili, ako je primjenjivo, bilo kojoj arbitraži ili drugom načinu rješavanja spora.

## LAN 6

- 6.1. Ovaj Sporazum stupa na snagu na datum kada ga potpiše poslednja Ugovorna strana i ostaje na snazi sve dok bilo koja prava, obaveze ili odgovornosti proistekle iz njegovih odredbi ostanu neizmireni, osim ako se druga riječ ne ukine u skladu sa ovim lanom 6. .
- 6.2. Sve izmjene i dopune ovog Ugovora, uključujući i njegove Anekse, moraju biti u pisanoj formi i moraju ih potpisati Ugovorne strane.
- 6.3. EIB može naložiti Konsultantu da obustavi isporuku svih ili jednog dijela Usluga, a Promoter ili Uprava mogu zahtijevati od EIB da to učini, ako postoje okolnosti (uključujući i višu silu), budući da je takav koncept definisan primjenjivim zakonom) koje otežavaju ili učine opasnim nastavak isporuka. Ako Promoter ili Uprava zatraže od EIB-a da obustavi isporuku Usluga, mora bez odlaganja dostaviti EIB-u sve potrebne detalje i razloge takvog zahtjeva.
- 6.4. EIB takođe može naložiti Konsultantu da obustavi pružanje svih ili dijela Usluga
  - (i) kada smatra neophodnim da se ispita da li su na primjenu ugovora uticale znaci ajne greške, nepravilnosti ili zabranjeno ponašanje; ili
  - (ii) kad to naloži ili zatraži ERI TA Trust ("Donator"); ili
  - (iii) ako promoter ili uprava ne ispoštuju bilo kakvu suštinsku obavezu koju nameće ovaj sporazum ili važeći zakon, uprkos tome što je od EIB-e u roku od 30 dana primio pismeno obavještenje kojim se zahtijeva od promotera ili uprave da je ispoštuje.

Promoter ili Uprava, prema potrebi, moraju dostaviti sve informacije, pojašnjenja ili dokumenta koja EIB traži u kontekstu provjera navedenih u taktu (i) u roku od 30 kalendarskih dana od prijema takvog pismenog zahtjeva. Ako takve provjere rezultiraju vjerodostojnim informacijama da su na sprovođenju Ugovora uticale znaci ajne greške, nepravilnosti ili zabranjeno ponašanje koje se pripisuje Promoteru ili Upravi, EIB zadržava pravo da (i) naloži Konsultantu da prekine isporuku Usluga i (ii) da odmah na snagu stupi raskid ovog Sporazuma, bez ikakve odgovornosti prema EIB.

- 6.5. EIB zadržava pravo, bez ikakve odgovornosti za EIB, da naloži Konsultantu da prekine isporuku Usluga i da raskine ovaj Ugovor bez prethodne najave i obavještenja druge Ugovorne strane o uslovima takvog raskida, ako:
  - (i) iz bilo kojeg razloga, Donator povodi finansiranje koje je EIB obezbijedila za Usluge u okviru Dokumenta o finansiranju, ili
  - (ii) postane nezakonito da u bilo kojem mjerodavnom pravu, ili postaje ili je verovatno da će postati suprotno bilo kojoj sankciji, EIB izvršava bilo koju od svojih obaveza kako je to predviđeno ovim Sporazumom.
- 6.6. EIB može naložiti Konsultantu da prekine isporuku Usluga i da, nakon što je pismenim putem obavijestio druge Strane u roku od 15 kalendarskih dana, raskine ovaj Ugovor bez ikakve odgovornosti za EIB, ukoliko se dogodi bilo koja od sljedećih situacija:
  - (a) Okvirni sporazum je odbijen ili je vjerovatno (i) biti odbijen od strane Crne Gore ili nije obavezujući za nju ni u jednom pogledu; ili (ii) nije efikasan u skladu sa svojim uslovima ili ga Promoter ili Uprava smatraju neefikasnim u skladu sa svojim uslovima; ili (iii) prekršen, ako bilo koja obaveza koju je Crna Gora preuzela Okvirnim sporazumom prestaje da se

- izvršava u pogledu bilo koje usluge koje je EIB stavila na raspolaganje bilo kojem primaocu na teritoriji Crne Gore;
- (b) EIB je obustavila isporuku svih ili jednog dijela usluga u skladu sa īanom 6.4 (iii), a takva obustava traje više od 180 kalendarskih dana;
- (c) Slučaj izmjene zakona gdje "Izmjena zakona" podrazumijeva:
- (i) donošenje, proglašavanje, izvršavanje ili ratifikaciju ili bilo koje promjene ili izmjene bilo kog zakona, pravila ili propisa (ili u primjeni ili službenom tumačenju bilo kog zakona, pravila ili propisa), ili
  - (ii) izricanje bilo kakvih Sankcija; ili
  - (iii) sve pravne, finansijske, tehnike ili organizacione promjene koje utiču na Promotera ili Upravu

koji se dogode nakon datuma ovog Ugovora i koji bi, prema mišljenju EIB-e, mogao značajno da naruši sposobnost Promotora ili Uprave da izvršava svoje obaveze određene ovim Sporazuma ili isporuku Usluga Promoteru ili Upravi;

## LAN 7

- 7.1. Ugovorna strana se ne smatra odgovornom za kršenje bilo koje od svojih obaveza iz ovog Sporazuma ako je viša sile sprječila ili odgodila izvršavanje tih obaveza.
- 7.2. Ni pod kojim okolnostima ili iz bilo kojeg razloga EIB ne može biti odgovorna za štetu, gubitak ili povrede koje je pretrpio Promoter ili Uprava, niti osoblje ili imovina Promotera ili Uprave koji proizlazi ili su u vezi sa isporukama Usluga od strane Konsultanta, uključujući i situaciju kada je takva šteta ili povreda rezultat bilo koje aktivnosti ili propusta Konsultanta, ili ako Konsultant nije pružio Usluge u skladu sa Ugovorom, osim ako takvi gubici, štete ili povrede nijesu isključivo posljedica grube nepažnje, prevare ili namjernog nesavjesnog ponašanja EIB-e u izvršavanju svojih obaveza iz ovog Sporazuma.
- 7.3. Promoter i Uprava će, zajedno i pojedinačno, obešteti i smatrati oslobođeno EIB-u, njene zaposlene, službenike, Guvernere, delegate ili agente od bilo kakvih gubitaka, zahtjeva, štete ili obaveza bilo koje vrste (uključujući i naknade i troškove za zastupanje) koje EIB može imati ili pretrptjeti kao rezultat bilo koje radnje ili propusta Promotera ili Uprave ili zbog toga što Promoter ili Uprava ne izvršavaju bilo koju od svojih obaveza utvrđenih ovim Ugovorom, uključujući i poštovanje svih Sankcija.

## LAN 8

- 8.1. Ovaj Sporazum i njegova forma, izrada i validnost će biti regulisani materijalnim zakonima Velikog Vojvodstva Luksemburga.
- 8.2. Ugovorne strane će se truditi da mirno riješi svaki spor koji nastane među njima. Za potrebe ovog īana 8, "spor" podrazumijeva bilo kakav spor, zahtjev, neslaganje ili polemiku koja proizilazi iz ili je u bilo kakvoj vezi sa ovim Sporazumom, uključujući i bilo koji spor u vezi sa njegovim postojanjem, validnošću, tumačenjem, izvršenjem, kršenjem, suspenzijom ili raskidom ili posljedice njegovog poništenja i bilo kakav spor koji se odnosi na bilo koje ugovorne obaveze koje proizilaze iz ili su u vezi sa njim.
- 8.3. Ako se prijateljski sporazum ne postigne u roku od 60 kalendarskih dana od dana kada je Strana obavijestila o Sporu drugu[e] Strane, svi sporovi podnose se sudovima Luksemburga, koji imaju isključivu nadležnost za rješavanje bilo kojeg spora takve vrste. Strane se slažu da su sudovi grada Luksemburga najprikladniji i najpovoljniji sudovi za rješavanje sporova i stoga niti jedna Strana ne će tvrditi suprotno.
- 8.4. Ništa u ovom īanu 8 ne će ometati, ukinuti ili na neki drugi način urušiti privilegije i imunitete EIB-e utvrđene u ugovorima Evropske unije, uključujući i bez ograničenja, nepovrjedivost svojih arhiva, u vezi sa im EIB izričito zadržava svoja prava.

## **LAN 9**

- 9.1. Nijedan slučaj neostvarivanja ili odlaganje od strane EIB u izvršavanju bilo kojeg od njenih prava prema ovom ugovoru se ne tumači kao odricanje od takvog prava.
- 9.2. Ništa se u ovom Sporazumu ne smatra odricanjem, eksplizitno ili implicitno, od privilegija, imuniteta i olakšica koje uživa EIB, njeni guverneri, direktori, zamjenici, službenici, zaposleni ili eksperti u misijama EIB-e.
- 9.3. Ni Promoter ni Uprava ne mogu dodijeliti ili prenijeti bilo kakva prava ili obaveze koje proizlaze iz ovog Sporazuma bez prethodnog pismenog odobrenja EIB-e.
- 9.4. Ukoliko se bilo koja odredba ovog Sporazuma smatra nezakonitom ili nesprovodivom u sudskom postupku, takva odredba će biti ukinuta i biće nevažeća, pod uslovom da osnovni uslovi ovog Sporazuma ostanu zakoniti i sprovodivi, ostatak ovog Sporazuma ostaje na snazi i obavezujuće je za Ugovorne strane.
- 9.5. Sa izuzetkom koji je naveden u lanu 3.2, ovaj Sporazum zaključuje se u korist Strana, a lice koje nije Ugovorna strana nema pravo da primenjuje ili uživa pogodnosti bilo kojeg od uslova ovog Sporazuma.
- 9.6. Upućivanja na treće strane, a posebno na pravne odnose sklopljene između Strana i bilo koje od tih trećih strana u kontekstu Usluga, ne daju i ne mogu se tumačiti kao davanje bilo kakvom pravu takvim trećim stranama da sprovode, koriste ili da se na drugi način oslove na bilo koju odredbu ovog Ugovora. Ugovorne strane se izričito slažu da su takva upućivanja isključivo u svrhu pružanja odgovarajućeg razumijevanja upravljanja Uslugama i da nijedna odredba Ugovora ne pruža, direktno ili indirektno, pravo bilo kojoj trećoj strani, osim ako to izričito nije predviđeno Sporazumom. Ova klauzula prevladava nad bilo kojom odredbom suprotnom Sporazmu, bilo da je izričita ili implicirana.

## **LAN 10**

- 10.1. Ovaj Sporazum sadrži ove izvršne uslove i sljedeće anekse, koji čine njegov sastavni deo:

Aneks 1 – Usluge

Aneks 2 – Procedure saradnje u projektovanju i nadzoru dostave Usluga

U slučaju bilo kakvih nejasnoća, oprečnosti ili nedosljednosti između odredbi Sporazuma i odredbi Aneksa, prevladavaće će odredbe sporazuma.

- 10.2. Ugovorne strane se slažu da neće objavljivati ovaj Sporazum ili bilo koji njegov dio bez prethodnog pismenog pristanka drugih Strana, u kome će se takođe utvrditi svi uslovi i odredbe pod kojima je takva saglasnost data.
- 10.3. Upućivanje na javnu organizaciju obuhvataće i njene naslijednike, a ako javna organizacija prestane da postoji ili prestane da obavlja svoje funkcije bez naslijednika, smatraće se da upućivanje na takvu javnu organizaciju uključuje i upućivanje na bilo koju javnu organizaciju ili bilo koju organizaciju ili entitet koji je preuzeo jednu ili obje funkcije i odgovornosti takve javne organizacije.
- 10.4. Pozivanja koja sadrže termine kao što su "obuhvata" i "obuhvatajući", bilo da se koriste ili ne sa riječima "bez ograničenja" ili "ali ne ograničavajući se na", neće se smatrati ograničenim odredbama brojanjem stavki nego će se, u svim slučajevima, smatrati bez ograničenja i tumačiti se protumaćiti u značenju "obuhvata bez ograničenja" i "obuhvatajući bez ograničenja".
- 10.5. Opštete riječi koje uvode ili posle kojih dolaze riječi "drugi" ili "obuhvatajući" ili, "kao što je" ili "posebno" neće imati restriktivno značenje zato što dolaze nakon ili prije (u zavisnosti od slučaja) određenih primjera koji su predviđeni da podpadaju pod značenje opštih riječi.
- 10.6. Osim ako kontekst nalaže drugačije, gdje god se koriste ovdje, množina obuhvata jedinicu, jedinina obuhvata množinu, i svaki rod obuhvata sve druge robove.

Ugovorne strane su saglasne da ovaj Sporazum potpišu u etiri originalna primjera na engleskom jeziku (od kojih je svaka strana parafirana od strane predstavnika svake Ugovorne strane), od kojih su jedan (1) za Ministarstvo prosvjete Crne Gore, jedan (1) za Upravu javnih radova i dva (2) za Evropsku Investicionu Banku.

Potpisao/la za i u ime  
**EVROPSKE INVESTICIONE BANKE**

Matteo Rivellini  
Head of Division Slovenia, Croatia and Western Balkans

Martin Vatter  
Head of Unit / Managerial Adviser  
Legal Department - Corporate

**Potpisao/la za i u ime**  
**Ministarstva prosvjete Crne Gore**

## Potpisao/la za i u ime

### Uprave javnih radova Crne Gore

## ANEKS 1 – USLUGE

### A. Opšte informacije

---

Kao dio odgovora Evropske unije na izazove nastale prisilnim raseljavanjem i migracijama, EIB je 2016. godine pokrenula Inicijativu za ekonomsku otpornost (ERI), kojom je poveala i proširila opseg svojih raspoloživih finansijskih sredstava za ulaganja u zemlje južnog susjedstva Evropske unije i Zapadnog Balkana, u cilju poboljšanja kapaciteta ekonomija zemalja korisnica da apsorbuju i odgovore na krize i šokove. Da bi upotpunila Inicijativu, EIB je 2017. godine odobrila finansijska sredstva za tehničku pomoć i savjetodavne usluge za podršku pokretanju, pripremi i implementaciji projekata („Dokument o finansiranju“).

Odbor EIB-e odobrio je finansiranje PROGRAMA UNAPREĐENJA CRNOGROSKOG OBRAZOVANJA („Projekat“) u iznosu od 18 miliona eura 2. septembra 2019. godine. 6. novembra 2019. godine potpisani je ugovor o finasiranju između Crne Gore i EIB-e. U vezi sa Projektom, Upravljačka grupa ERI odobrila je [DATUM] zahtev EIB-e za korišćenje ERI resursa, do maksimalnog iznosa od 2.900.000 EUR, za finansiranje troškova Usluga potrebnih za nabavku i podršku implementaciji promotoru i upravi.

### B. Opis Projekta kojeg podržavaju usluge

---

Projekat ima za cilj da poveća pristup djece kvalitetnoj jezici u ranom djetinjstvu i kvalitetnom obrazovanju u predškolskim ustanovama, kao i da poboljiša uslove za učenje u enika u osnovnim i opštima i stručnim srednjim školama. Unapređenjem pružanja usluga i kapaciteta u stručnom obrazovanju, projekat takođe doprinosi poboljšanju zapošljivosti mladih. Bez projekta, širenje i unapređenje obrazovnih usluga u Crnoj Gori teklo bi sporije, mnogi kojima su obrazovne usluge potrebne ne bi imali pristup istima, a u inak bi bio manji nego onaj koji bi nastao sa poboljšanjem kvaliteta koje je bitni rezultat Projekta.

Projekat uključuje izgradnju i/ili obnovu javne obrazovne infrastrukture koja uključuje vrtiće, osnovne škole, gimnazije (srednje škole) i škole stručnog obrazovanja. Projekat takođe uključuje nabavku nove IKT opreme i namještaja za škole i specifične opreme za stručne škole.

---

#### 1. Opis usluga

##### Sveobuhvatni cilj

Opšti cilj projekta je da pomogne Ministarstvu prosvjete da uspješno sproveđe projekat unapređenja obrazovanja u Crnoj Gori koji finansira EIB.

Ovaj zadatak predstavlja ključni dio implementacije Projekta. Izabrani konsultant pruža podršku kada je riječ o uslugama nabavke i pripreme nabavke, tehničku i savjetodavnu pomoć Ministarstvu prosvjete i Upravi javnih radova, koji predstavljaju dva glavna ugovorna tijela za različite ugovore koji omogućavaju projektovanje i izgradnju novih obrazovnih objekata. Takođe, uključujući i ugovore o isporuci namještaja i opreme.

Kao dopunu uslugama nabavke, Konsultant će pružati i administrativnu podršku ugovorima prvenstveno Ministarstvu prosvjete tokom izvršenja ugovora. Treba napomenuti da je ova uloga administrativna; prateći napretka, prisustovanje sastancima o napretku i podrška prvenstveno Ministarstvu prosvjete kao sveukupnom promotoru projekta.

##### Posebne aktivnosti

Konsultant će biti u obavezi da izvrši obaveze onako kako je to nazneno u tabeli br. 2. Zadaci Konsultanta mogu biti sažeti na sljedećim:

- Obezbijediti podršku i kapacitete za nabavku - uključujući tehničku i savjetodavnu pomoć – kroz podršku Promotera u pripremi dokumentacije koja se odnosi na nabavku, uključujući i pregled postupaka nabavke, kreiranje priručnika za procedure nabavke, tenderske dokumentacije,

obavještenja o nabavkama, zapažanja i evidencije odbora za evaluaciju i ugovorne paketi dokumenata, kao i podršku Ministarstvu prosvjete (kao promoteru) da ovu dokumentaciju, nakon blagovremenog odobrenja odgovaraju eg crnogorskog ugovornog tijela, preda na uvid EIB.<sup>1</sup> Dokumentacija za nabavku mora zadovoljiti promotera i EIB i, ukoliko je o tome obaviještena, bilo koju drugu me unarodnu finansijsku instituciju. Obuka za EIB proces nabavke bi e obezbije ena za Konsultanta.

- Obezbijediti podršku i kapacitete ugovornoj administraciji nadgledanjem napretka u fizi koj implementaciji i finansijskom napretku, prisustvuju i sastancima o napretku sa konsultantom za planiranje, dobavlja em i / ili izvo a em radova, kao što je to potrebno u ime promotera, obezbje uju i blagovremeno izvršavanje zadatka i pla anja po izvršenju svih potrebnih etapa, aktivnosti ili odobrene dokumentacije. Konsultant e tako e pružiti podršku i kapacitete za pregled postoje ih postupaka isporuke projekata od idejnog plana i rješenja i projektovanja do izgradnje i upravljanja, izrade priru nika za isporuku projekata, analize, procjene, prikupljanja i koordinacije dokumentacije za dodatne zahtjeve za radove i izmjene ugovora za donošenje odluka relevantnih ugovrnih tijela. Ovo nije uloga za nadzor gra evinskih radova. Kvalitet i kontrola gra evinskih radova vrši e se u okviru druga ije konsultantske usluge;
- Pružati administrativnu podršku za odre ene zadatke koji se povremeno zahtijevaju od Ministarstva prosvjete (npr. u pripremi zahtjeva za grant za posebna ulaganja ili tehni ku pomo );
- Pregledati i uspostaviti okvirni sistem za pra enje i evaluaciju podataka vezanih za obrazovanje u enika koji imaju koristi od projektnih aktivnosti. Namjera je uspostaviti sistem koji se može proširiti i održati tako da pokriva itav obrazovni sistem u budu nosti. Bi e potreban poseban Izveštaj o po etku projekta kada je rije o ovom zadatku; i
- Redovno izvještavati EIB-u o napretku cijelokupne implmentacije Projekta u skladu sa uslovima finansijskog ugovora.

## 2. Korisnici

Korisnici gore opisanih usluga su:

Ciljni korisnici su mladi od 3 do 18 godina koji pokrivaju nivo predškolskog, osnovnog i srednjeg obrazovanja u Crnoj Gori. Pored budu ih u enika obrazovnih ustanova, njihovi roditelji, porodice i neposredna lokalna zajednica oko ovih ustanova bi e klju ni akteri u razvoju obrazovnih ustanova.

Pored predлага a, u projektu postoje i druge zainteresovane strane, koje imaju odgovornosti za donošenje odluka ili druge odgovaraju e odgovornosti koje e uticati na uspješnu implementaciju projekta. To su:

- Uprava javnih radova (PVA, ranije Direkcija za javne radove) koja e delovati kao autoritet za ugovaranje svih ugovora o radovima; i
- Ad hoc nacionalna komisija za reviziju koju e formirati Vlada Crne Gore, a koja e se formirati prema potrebi za razmatranje žalbi u vezi sa nabavkama za ugovore nabavljenе za projekat.

## 3. Struktura koju treba obezbijediti

### Osoblje

Konsultant e obezbijediti odgovaraju e osoblje (u smislu ekspertize i raspore ivanja vremena) kako bi efikasno završio sve aktivnosti koje su potrebne u okviru operacije tehnici ke pomo i i kona no da postigne specifi ne i sveukupne ciljeve svog ugovora u smislu vremena, troškovi i kvalitet.

<sup>1</sup> Priru nik za nabavku za projekte koje finansira EIB - <https://www.eib.org/en/publications/guide-to-procurement>

## **Pomo no osoblje & backstopping (logisti ka i savjetodavna podrška)**

Konsultant e obezbijediti svo pomo no osoblje (administratore, sekretare, prevodioce i podršku u glavnoj kancelariji, voza e itd.) kako bi se obaveze izvršile na pravilan na in. Troškovi pomo nog osoblja moraju biti uklju eni u stopu naknade eksperata.

Backstopping troškovi logisti ke i menadžerske podrške (uklju uju i aktivnosti direktora operacije tehni ke podrške koje je odredio Konsultant) moraju biti uklju eni u stopu naknade eksperata.

Konsultant treba da identifikuje i opiše u svojoj ponudi na in na koji e obezbijediti pomo no osoblje i prate u strukturu.

### **Putni i sli ni troškovi**

U naknadu e biti uklju eni me unarodni (mobilizacija i demobilizacija) i lokalni prevoz (u Crnoj Gori) i vezani troškovi (vozila, uklju uju i voza e ako se to smatra potrebnim, dnevnice itd.) klju nih i neklju nih eksperata.

Konsultant e otpotovati u Luksemburg na po etni sastanak. Dalja putovanja u Luksemburg treba o ekvativi jednom godišnje i nakon završetka projektnog zadatka.

### **Kancelarijske prostorije**

Konsultant je dužan da obezbijedi kancelarijske prostorije razumnog standarda od oko 10 kvadratnih metara za svakog stru njaka koji radi na ugovoru sa razumno dostupnim telefonom, faksom i e-mailom tokom trajanja zadatka.

Kancelarijski smeštaj razumnog standarda i otrilike 10 kvadratnih metara za svakog stru njaka i svako od pet zaposlenih u Ministarstvu koji treba priložiti za Konsultanta koji radi na ugovoru. Štaviše, Savjetnik e obezbediti pojedina nu kancelariju ili posebnu sobu za vo u tima i službenika za vezu u PIU Ministarstva. Štaviše, osoblje Konsultanta bi e razumno dostupno telefonom, faksom i e-mailom tokom trajanja zadatka, a takve pogodnosti treba da obezbedi Konsultant.

Troškovi kancelarijskog smještaja pokriveni su stopama naknade.

### **Strukture koje obezbje uje Konsultant**

Troškovi struktura trebalo bi da budu uklju eni u stope naknada eksperata ponu a a. Konsultant mora osigurati da ekspertri imaju adekvatnu podršku i opremu. Konkretno, mora osigurati dovoljnu administrativnu, sekretarsku i prevodila ku podršku kako bi ekspertima omogu io da se skoncentrišu na svoje primarne odgovornosti. Tako e mora da prenese sredstva po potrebi da podrži njihov rad po ugovoru i da obezbijedi da njegovi zaposleni budu redovno i blagovremeno pla eni.

Konsultant mora osigurati da njegove kancelarijske prostorije u zemlji korisnici imaju mogu nost za adekvatne video konferencije koriste i Vebek, Skipe ili sli ne softverske sisteme koji omogu avaju redovne razgovore sa EIB-om u Luksemburu.

Kada je u pitanju prevodila ka podrška, Konsultant mora osigurati da njegovi ekspertri mogu usmeno i pismeno komunicirati na crnogorskom jeziku sa Promoterom u svakom trenutku, a na engleskom jeziku sa EIB-om u svakom trenutku. Dokumenti i rezultati Konsultanta moraju biti i na crnogorskom i na engleskom jeziku uz prevod kao odgovornost konsultanta u istom vremenskom okviru zadatka.

### **Oprema**

Ni jedna opema ne može biti kupljena u ime Ugovornog tijela/ partnerske zemlje kao dio ovog ugovora o uslugama ili prenijeta Ugovornom tijelu/ Promoteru na kraju ovog ugovora. Sva oprema u vezi sa ovim ugovorom koju e promoter nabaviti mora se nabaviti posebnim postupkom za nadmetanje.

#### **4. Elementi vidljivosti**

Promoter i Uprava preduzimaju sve odgovarajuće mјere kako bi objavili injenicu da se usluge finansiraju finansijskom podrškom Inicijative za ekonomsku otpornost (ERI) EIB-e. Informacije koje se daju novinarima ili bilo kojoj treće strani, sav srodnji reklamni materijal, zvani na obaveštenja, izveštaji i publikacije potvrđuju da su isporučene usluge "finansirane kroz Inicijativu za ekonomsku otpornost (ERI) EIB-e".

Promotor je finansijska podrška EIB-ove Inicijative za ekonomsku otpornost (ERI). Sav povezani materijal za oglašavanje, zvani na obaveštenja, izveštaji i publikacije potvrđuju da su usluge isporučene „finansiranjem kroz Inicijativu EIB za ekonomsku otpornost (ERI) EIB-e“.

DRAFT

## **ANEKS 2 –PROCEDURE SARADNJE U PROJEKTOVANJU I NADZORU DOSTAVE USLUGA**

Ovaj aneks pruža smjernice u skladu sa kojima se ugovorne strane slažu da rade na dizajniranju, nabavci, nadgledanju i odobravanju usluga.

### **1. Opšti principi saradnje**

U skladu sa članom 2.5 Sporazuma, Promoter će olakšati komunikaciju i saradnju između nadležnih organa u Crnoj Gori, koliko je to potrebno za uspješno planiranje i isporuku Usluga.

Radi koordinacije projekta, tehnički konsenzus i pravila napretka, biće formiran upravljački odbor projekta koji će inicijalno predstavnici svih zainteresovanih strana, pored predstavnika Promotera i EIB-e. Glavna uloga ovog odbora je da Konsultantu pruži sve dostupne relevantne podatke različitim zainteresovanim stranama, pravila napretka zadatka, vođenje i olakšavanje zadatka kako bi se Konsultantu omogućilo uspješno pružanje usluga u dogovorenem vremenskom rasporedu.

#### **1.1. Kreiranje i nabavka usluga**

Strane će sarađivati u dizajniranju projektnog zadatka za Usluge, postavljajući ciljeve, obim i metode pružanja usluga. U mjeri u kojoj će usluge biti isporučene na osnovu zasebnih Ugovora, strane će morati da pripreme i dogovore zasebne skupove tehničkih specifikacija. Takve tehničke specifikacije postaju dio Projektnog zadatka koji će EIB uključiti u dokumentaciju o nabavci koja će se koristiti za izbor Konsultanta.

Po završetku opisa projektnog zadatka, Promoter će putem e-maila na operativnom nivou pismeno prihvatići konceptualni obrazac Projektnog zadatka. Takvim prihvatanjem, Promoter će prihvatići da navedeni opis zadatka u potpunosti odražava i odgovara na prepoznate potrebe, te da ih Promoter bezrezervno prihvata. Takvo prihvatanje neće biti nerazumno uskraćeno i smatraće se datim, osim ako nije izričito odobren u roku od 10 kalendarskih dana od prijema pismenog zahtjeva u vezi sa tim od strane EIB-e.

Na osnovu opštег opisa poslova i zadataka razvijenih i dogovorenih kao što je prethodno opisano, EIB će raspisati tender i odabrati konsultanta za isporuku usluga u skladu sa svojim politikama, pravilima i procedurama nabavke. Promoter priznaje da će, kao naručilac za Ugovor, EIB možda morati da izmjeni ili protumači Projektne zadatke tokom postupka nabavke, pod uslovom da bilo koja takva izmjena ili tumačenje, kada se odnosi na obim, sadržaj, redoslijed ili trajanje Usluge, budu dogovorenai sa promotorom prije nego što ga EIB dostavi kandidatima ili ponuđima.

Da bi se izbjegao rizik nepoštovanja principa nabavke (transparentnost, proporcionalnost, jednak tretman, nediskriminacija i izbjegavanje sukoba interesa), Promoter i Uprava se obavezuju da neće otkriti, (i) do dodjele Ugovora od strane EIB-e, Opis poslova ili bilo koje dodatne informacije u vezi sa projektnim zadatkom, osim onim osobama koje moraju imati takve informacije za svrhe navedene u prethodnom stavu, i (ii) nakon dodjele Ugovora od strane EIB samo uz prethodno pismo odobrenje EIB-e i pod tako dogovorenim uslovima.

#### **1.2. Nabavka usluga**

Promoter ima pravo da imenuje predstavnika, kao posmatrača ili lana sa pravom glasom, u odboru za evaluaciju koju je osnovao EIB za izbor konsultanta. O ulozi predstavnika Promotera u takvim odborima za evaluaciju odlučuje EIB, u skladu sa svojim internim pravilima i procedurama, i on će blagovremeno biti dostavljen Promoteru. Promoter snosi sve troškove vezane za učešće svog predstavnika u navedenim odborima za evaluaciju.

U vezi sa pomenutim, postupci odbora za evaluaciju, od pokretanja tendera do zaključenja rada evaluacionog odbora, su poverljivi. Nijedan učesnik u odboru ne smije saopštiti niti jednu informaciju o ispitivanju, pojašnjenu ili ocenjivanju ponuda, kao ni bilo kakve odluke o dodjeli ugovora prije nego što EIB odobri izveštaj o procjeni. Svako otkrivanje takvih podataka nakon odobrenja EIB-ovog izveštaja vršiće sami EIB, u skladu sa svojim internim pravilima i procedurama ili uz prethodni pisani pristanak EIB-e. Pored toga, tenderska dokumentacija ostaje u prostorijama EIB-e u svakom trenutku.

Ako Promoter ne imenuje predstavnika u odboru za evaluaciju koji je osnovao EIB za izbor konsultanta, EIB će obavijestiti Promotera o ishodu tenderskog postupka i im prihvati preporuku komisije za evaluaciju o dodjeli Ugovora.

## **2. Nadzor usluga**

Promoter, Uprava i EIB usko će sarađivati u nadzoru pružanja usluga od strane konsultanta.

Promoter će pregledati rezultate i izvještaje o aktivnostima (ako se i onako kako se zahtjeva u Projektnom zadatku) koje je podnio Konsultant i e-mailom će dostaviti EIB u pisanoj formi komentare ili potvrdu o prihvatanju takvih rezultata ili izvještaja, uključujući i kada je potrebno razloge za odbijanje takve potvrde. Promoterovo prihvatanje relevantnih rezultata ili izvještaja smatraće se datim osim ako nije izričito odbijen u roku od 15 kalendarskih dana od prijema pismenog zahtjeva EIB-e u vezi sa tim.

Kao što je navedeno u članu 2.6 Sporazuma, EIB će uzeti u obzir mišljenje Promotera u donošenju odluke o odobrenju rezultata i izvještaja koje je dao Konsultant, u odnosu na uslove Ugovora. Uzimajući u obzir ugovorne obaveze EIB-e prema Konsultantu na osnovu Ugovora, Promoter priznaje da konačna odluka o odobrenju rezultata i izvještaja koje je Konsultant dostavio, buduće da su dostavljeni u skladu sa Ugovorom, je na EIB-i.

Imajući u vidu odredbe člana 2.4 Sporazuma, odobrenje Usluga (ili bilo kojeg njihovog dijela, uključujući i bilo koji izveštaj o rezultatima ili aktivnostima) od strane EIB-e kao isporučene u skladu sa uslovima ugovora neće dovoditi u pitanje pravo Promotera da odbije takve rezultate ako oni ne odgovaraju njegovim specifičnim potrebama. Takvo odbijanje promter mora dostaviti EIB-u u pisanoj formi, navodeći razloge takvog odbijanja. Zatim, Promoter se obavezuje da neće koristiti takve rezultate, i da će na pisani zahtjev EIB-e vratiti ili uništiti bilo kakve kopije, u bilo kojem obliku koji su u njegovom vlasništvu i da će osigurati da budu uništene sve kopije rezultata koje mogu biti u vlasništvu drugih lica.

Zarad pojašnjjenja, odluka EIB-a da prihvati, u skladu s članom 2.6 (ii), da usluge isporučene od strane Konsultanta kao isporučene u skladu s odredbama Ugovora, nije i neće tumačiti kao zamjena ili ponistavanje odbijanja istih Usluga od strane Promotera, kao one koje ne odgovaraju na Promoterove potrebe ili nijesu prikladne za svrhu koju Promoter namjerava izvršiti, kao procjene usluga i od strane EIB-a i od strane promotera koje su sa injene prema različitim kriterijima.

Ukoliko to zahtjeva EIB, Promoter će pregledati redoslijed bilježenja dana ili sati angažmana eksperata Konsultanta u Crnoj Gori, i potvrditi njegovu tačnost tako što će ih potpisati. Promoter ima pravo da odbije prihvatanje tabele aktivnosti koju je podnio jedan ili više eksperata zaposlenih od strane Konsultanta za isporuku Usluga, ako ta tabela ne odražava ispravno dane ili sate tokom kojih je taj eksperat bio angažovan na isporuci usluga, ili ako, prema obrazloženom mišljenju Promotera, kvalitet usluga eksperta ne odgovara zahtjevima Projektnog zadatka ili, ako je to primjenljivo, profesionalnim standardima koji se u relevantnoj industriji očekuju od eksperta dobavljača takvih usluga.

Promoter će dostaviti EIB-u svoju odluku o prihvatanju bilo koje tabele aktivnosti, uključujući i po potrebi i razloge za odbijanje takvog prihvatanja. Promoterovo prihvatanje relevantnog rasporeda aktivnosti smatraće se datim ako nije izričito odbijeno u roku od 15 kalendarskih dana od prijema zahtjeva EIB-e u vezi s tim.

## **3. Izmjene i dopune Usluga i izmjene u timu Konsultanta**

Promoter može da zahtjeva izmjene i dopune u kreiranju Usluga u toku izvršenja Ugovora. Takav zahtjev će biti dostavljen EIB-u, zajedno sa obrazloženjem za tražene amandmane, i to najmanje 30 kalendarskih dana prije predviđenog datuma primjene tih izmjena. EIB ima pravo da se usprotivi takvim amandmanima, posebno iz razloga koji se odnose na primjenljiva pravila nabavke i upravljanja ugovorima, pa će i obavijestiti Promotera o razlozima takvog odbijanja.

Promoter ima pravo na konsultacije i da pristane na bilo kakve znanje izmjene u kreiranju Usluga koje EIB ili Konsultant mogu predvidjeti tokom izvršenja Ugovora. Saglasnost Promotera sa bilo kakvom promjenom tog tipa smatraće se datom ako nije izričito odbijena u roku od 15 kalendarskih dana od prijema obaveštenja EIB-a o predloženim izmjenama. Ako je primjenljivo, Promoter će obavijestiti EIB o razlozima svog odbijanja.

Promoter ima pravo na konsultacije i da pristane na bilo kakve promjene u timu stručnjaka koje je Konsultant obezbijedio, kao što je definisano u opisu projektnog zadatka, a koje EIB ili Konsultant predviđaju tokom izvršenja Ugovora. Saglasnost Promotera za bilo kakvu promjenu tog tipa smatraće se datom ako nije izričito odbijena u roku od 15 kalendarskih dana od prijema obaveštenja Konsultanta

ili EIB-e o predloženim promjenama. Ako je primenljivo, Promoter će obavijestiti EIB-u o razlozima svog odbijanja.

U bilo koje vrijeme tokom izvršenja Ugovora, Promoter može zatražiti zamjenu jednog ili više eksperata koje obezbjeđuje Konsultant, u mjeri u kojoj je to opravdano iz razumnih razloga. Takav zahtjev mora biti dostavljen EIB-i zajedno sa opravdanjem za tražene promjene. EIB se može usprotiviti takvim izmjenama, posebno iz razloga koji se odnose na primjenljiva pravila nabavke i upravljanja ugovorima, te će obavijestiti Promotera o razlozima takvog odbijanja.

Kao ugovorna strana prema Konsultantu na osnovu Ugovora a uzimajući u obzir sve primjenljive odredbe Finansijskog dokumenta, EIB zadržava konačnu odluku o izvršenju bilo koje izmjene Ugovora.

#### **4. Otkrivanje i/ili nih podataka**

Li ne podatke će Promoter i Uprava otkriti promotoru i upravi, ili ih koristiti u ime EIB-a, a promotor i uprava će ih koristiti na sljedeći način:

- (A) **Subjekti podataka:** Li ni podaci će se odnositi na pojedinca ne stručnjake koje su konsultanti odredili za pružanje Usluga.
- (B) **Kategorije i/ili nih podataka:** Li ni podaci će obuhvatati li ne podatke u sljedećim kategorijama: identifikacija subjekta podataka (npr. ime, titula itd.); obrazovanje i profesionalne kvalifikacije i iskustvo, koji se običajno uključuju u CV ili biografiju.
- (C) **Mjere bezbjednosti:** Promoter i Uprava se obavezuju da će usvojiti tehničke i organizacione mjere bezbjednosti za rješavanje rizika koji su svojstveni obradi i prirodi dotičnih i/ili nih podataka u cilju da se:
  - (i) spriječi da neovlašćeno lice ima pristup računarskim sistemima koji obrađuju li ne podatke, a posebno: (1) neovlašćeno kopiranje, izmjena ili uklanjanje medija za skladištenje podataka; (2) neovlašćeni unos podataka, neovlašćeno otkrivanje, izmjena ili brisanje sa uvanih i/ili nih podataka; i (3) da neovlašćena lica koriste sisteme za obradu podataka putem sredstava za prenos podataka;
  - (ii) osigura da ovlašćeni korisnici sistema za obradu podataka mogu pristupiti samo Li nim podacima na koje se odnosi njihovo pravo pristupa;
  - (iii) evidentira o kojim se li nim podacima saopštava, kada i kome;
  - (iv) osigura da li ni podaci koji se obrađuju u ime treće strane mogu biti obrađeni samo na način koji propisuje ugovorna institucija ili tijelo;
  - (v) osigura da se tokom komunikacije Li i/ili nih podataka i transporta medija za skladištenje ne mogu biti kopirati ili brisati podaci bez autorizacije;
  - (vi) dizajnira svoju organizacionu strukturu na takav način da ispunjava zahteve za zaštitu i/ili nih podataka.
- (D) **Kontakt podaci za ostvarivanje prava subjekta podataka**

Za Promotera

Ministarstvo prosvjete Crne Gore  
Vaka urovi a bb, 81000 Podgorica  
Tel: +382 20 410 100  
Fax: +382 20 410 101  
Email: [mps@mps.gov.me](mailto:mps@mps.gov.me)  
Attn: Spasoje Ostojic

Za Upravu javnih radova

Uprava javnih radova Crne Gore  
Novaka Miloševa 18, 81000 Podgorica  
Tel: (+382) 20 230-223; 20 230-227,  
Fax: (+382) 20 230-228,  
Email: [ujr@ujr.gov.me](mailto:ujr@ujr.gov.me)  
Attn: [ ]

(E) Prava subjekta podataka: pristup, ispravka, brisanje i prigovor

Subjekti podataka moraju se, bilo direktno ili preko treće strane, osigurati li nim podacima koje organizacija o njima poseduje, osim zahtjeva koji su o igledno zloupotrijebjeni, zasnovani na nerazumnim intervalima ili njihovom broju ili se ponavljaju ili su sistematični, ili kojima se pristup ne mora odobriti prema važećim pravilima i procedurama EIB-e.

Pod uslovom da je *Evropski nadzornik za zaštitu podataka* dao prethodno odobrenje, pristup takođe ne treba da bude odobren ako bi tako nešto moglo ozbiljno naškoditi interesima promotera ili uprave ili drugih organizacija koje sarađuju sa promoterom ili upravom i takvi interesi ne mogu biti preglasani interesima za osnovna prava i slobode subjekta podataka.

Izvori ličnih podataka ne moraju se identifikovati kada to nije moguće razumnim naporima ili kada bi se kršila prava drugih osoba.

Subjekti podataka moraju imati mogućnost da lični podaci o njima budu ispravljeni, dopunjeni ili izbrisani ako su netačni ili obraćeni u skladu sa slijednim principima. Ako postoje uvjerljivi razlozi za sumnju u legitimitet zahtjeva, organizacija može zahtijevati dodatna opravdanja prije nego što pristupi ispravljanju, izmjeni ili brisanju. Obavještavanje o bilo kakvom ispravljanju, izmjenama ili brisanju treće stranama kojima su podaci objavljeni ne treba davati kada to uključuje nesrazmjerne napore.

Subjekt podataka takođe mora biti u mogućnosti da da prigovor na obradu ličnih podataka koji se odnose na njega ako postoje ubjedljivi legitimni razlozi vezani za njegovu konkretnu situaciju. Teret dokazivanja za svako odbijanje leži na promoteru ili upravi, a subjekat podataka uvijek može osporiti odbijanje pred *Evropskim supervizorom za zaštitu podataka*.

**COOPERATION AGREEMENT No. AA-010294-001**

**between the**

**EUROPEAN INVESTMENT BANK**

**the**

**Ministry of Education of Montenegro**

**and the**

**Public Works Administration of Montenegro**

**in respect of**

**consultancy services to support Project Implementation Unit for Montenegro  
Education Programme**

Luxembourg, \_\_\_\_\_ 2019

Podgorica, \_\_\_\_\_ 2019

THIS COOPERATION AGREEMENT (THE "AGREEMENT") IS MADE BETWEEN THE FOLLOWING PARTIES:

The EUROPEAN INVESTMENT BANK, having its seat at 100, boulevard Konrad Adenauer, L-2950, Luxembourg (the "EIB"),

The Ministry of Education of Montenegro, having its official address at Vaka urovi a bb, 81000 Podgorica (the "Promoter")

and

The Public Works Administration of Montenegro, having its official address at Novaka Miloševa 18, 81000 Podgorica (the "Administration")

WHEREAS:

- A. Montenegro and the EIB entered into a framework agreement governing the EIB's activities in Montenegro, dated May 22, 2007 (the "Framework Agreement"), which is in full force and effect.
- B. The Promoter has stated that it is undertaking an investment Montenegro Education Programme (the "Project") and has requested the support of the EIB in meeting the costs of the professional services required to support Project Implementation Unit for Montenegro Education Programme (the "Services"), as these are further described in Annex 1.
- C. The EIB, considering that such support for the provision of the Services falls within the scope of its functions and having regard to the statements and facts cited in these Recitals, has decided to give effect to the Promoter's request, provided that such support is in compliance with the terms of the Financing Document (as the term is defined in Annex 1).
- D. The EIB considers that access to information plays an essential role in the reduction of environmental and social risks, including human rights violations, linked to the projects it finances and has therefore established its transparency policy, the purpose of which is to enhance the accountability of the EIB towards its stakeholders and the citizens of the European Union in general.
- E. The processing of personal data shall be carried out by the EIB in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p.39).

THEREFORE, the Parties have agreed as follows:

## ARTICLE 1

- 1.1. Under the terms and conditions of this Agreement, the EIB shall procure that the Services are delivered to the Promoter.
- 1.2. The Services are made available to the Promoter in connection with the financing granted by the EIB to Montenegro for the implementation of the Project under a finance contract dated 6 November 2019 (the "Finance Contract") as further described in Annex 1 and the EIB reserves therefore the right, at its sole discretion and without any liability whatsoever for the EIB, to instruct the Consultant (as defined in Article 2.1) to cease the delivery of the Services if the EIB financing is withdrawn or cancelled for any reason whatsoever.
- 1.3. The Parties agree that the delivery of the Services shall not commence unless and until this Agreement is duly signed, valid and in force in accordance with its terms.

## ARTICLE 2

- 2.1. For the purpose of ensuring the delivery of the Services to the Promoter, the EIB shall, in accordance with its own policies, rules, and procedures, carry out the procurement process for the Services and award the corresponding service contract (the "Contract") and administer the Contract and make payments to the service providers commissioned to deliver the Services or any part thereof under such Contract (the "Consultant").
- 2.2. In this respect, the Parties agree that the financing secured by the EIB for the Services under the Financing Document covers exclusively the cost of the Services, net of any indirect taxes including, for the avoidance of doubt, value added tax, withholding tax, sales tax, import duties, or any other taxes of a similar nature (the "Taxes"), which may be payable in Montenegro. The Promoter or the Administration shall bear the cost of such Taxes, if any, without having recourse to the EIB or to the financing secured by the EIB for the Services under the Financing Document.
- 2.3. No Contract between the EIB and a Consultant shall create or be construed as creating any contractual relationship between the Promoter or the Administration and any such Consultant. The Promoter and the Administration acknowledge and agree that they will not be a party to the Contract, and neither the Promoter nor the Administration has any rights to enforce directly any term of the Contract.
- 2.4. The Consultant is not, and shall not be regarded as, an agent of the EIB, but an independent contractor. The EIB makes no representation, provides no warranties, and bears no liability whatsoever towards the Promoter or the Administration, in particular for the quality, timeliness, or fitness for purpose of the Services provided by the Consultant; the Promoter and the Administration are solely responsible for deciding whether to pursue or implement any proposals, recommendations, or solutions presented by a Consultant as part of the Services, as well as for making their own assessment on the appropriateness of the Services for the use they intend to make thereof.
- 2.5. Without prejudice to the preceding provisions of this Article 2, for the purpose of ensuring alignment of interest between the Parties with respect to the delivery of the Services, the Promoter and the Administration shall timely cooperate with the EIB in designing the terms of reference to be used by the EIB in the tender documentation for the procurement of the Services and in monitoring and supervising the delivery of the Services by the Consultant, and shall otherwise ensure prompt decisions and feedback to the EIB and the Consultant as may be required for the proper delivery of the Services. The processes and procedures for such cooperation are detailed in Annex 2.

In connection with the preceding, the Parties agree that the Promoter shall act as the main counterpart to the EIB for the purposes of this Agreement and that the EIB may, unless expressly stated otherwise, assume that any notice, approval or other communication provided by the Promoter to the EIB under this Agreement in relation to the Services represents the views of the Promoter and of any and all other entities benefitting from the Services, as such entities may be identified in Annex 1.

- 2.6. The EIB shall give due and proper consideration to the views and opinions communicated by the Promoter in respect of the Services. However having regard to its role and specific obligations as procuring and contracting entity for the Services, the Promoter and the Administration acknowledge and agree that the conduct of, and any decision related to, the procurement procedure for the selection of the Consultant, including the decision whether to award the Contract, and any decision in respect of the management and administration of the Contract, including, but not limited to, whether to (i) amend the scope of the Services covered by a Contract; (ii) accept the Services delivered by the Consultant as having been delivered in accordance with the terms of the Contract, or (iii) make any payments to the Consultant, rest entirely with the EIB.
- 2.7. In order to ensure a successful delivery of the Services, the Promoter and the Administration shall timely and in good faith cooperate with the Consultant, notably:
  - 2.7.1. supporting the Consultant, to the extent feasible and subject to the applicable laws and regulations on foreign labour in Montenegro, in obtaining the required visas and permits, including work and residence permits, for the Consultant's employees and their dependants, it being understood that neither the Promoter nor the Administration shall have

no obligation to cover the costs thereof, and that the responsibility for submitting a visa or permit application, with associated supporting documents, to the visa issuing authority of Montenegro rests solely with the Consultant;

- 2.7.2. providing the Consultant, without undue delay, with such information and documents at their disposal which may be relevant and necessary to the provision of the Services in accordance with the agreed terms of reference. In this respect, the Promoter and the Administration may require the Consultant to enter into a separate confidentiality agreement with the Promoter or the Administration, as applicable, the terms of which (i) must be agreed in advance with the EIB; and (ii) shall be without prejudice to any reporting or disclosure obligations of the Consultant towards the EIB in accordance with the Contract or the applicable law.

2.8. The Parties shall each take appropriate measures to comply with the visibility requirements described in Annex 1.

2.9. Subject to any pre-existing Intellectual Property Rights (as defined below) of any individual or legal entity including any of the Parties, which will remain with their original owner, the Intellectual Property Rights in new materials compiled or prepared by the Consultant in the performance of the Contract, including all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material, shall become the property of the EIB.

For the purpose of this Agreement, "Intellectual Property Rights" mean any copyright and related rights, rights in designs, database rights, rights in computer software, domain names, trademarks, service marks, patents, trade names or any applications for any of the foregoing, rights in confidential information (including know-how and trade secrets) or similar rights or obligations, moral rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

2.10. With the exception of Intellectual Property Rights in deliverables or other outputs produced by the Consultant, which the Promoter expressly refuses to accept, the EIB hereby grants to the Promoter and the Administration a non-exclusive, royalty-free, licence for an indefinite duration, to use for their purpose any Intellectual Property Rights the EIB obtains in accordance with Article 2.9.

The Promoter and the Administration may sub-license any Intellectual Property Rights covered by the license specified herein to a third party, subject to prior written consent of the EIB, which shall specify the terms and duration of such sub-license.

The license may be terminated by the EIB at any time, subject to a notice period of three months. The EIB shall not bear any responsibility with respect to possible consequences of such termination of any sub-licences possibly granted by the Promoter and the Administration to third parties.

### ARTICLE 3

3.1. The Promoter and the Administration acknowledge that in fulfilling their obligations under this Agreement, they shall have access to, and process, Personal Data (as defined in Article 3.4) relating to third party individuals, including the experts designated by the Consultant to deliver the Services.

In this respect, the Promoter and the Administration shall:

- 3.1.1. only process such Personal Data as reasonably necessary for the purposes of ascertaining the qualifications and ability of a proposed expert to deliver the Services for which he/she is proposed by the Consultant;
- 3.1.2. not disclose any Personal Data to any person except with the prior written consent of the EIB and it shall promptly inform the EIB in writing if it is obliged by law to disclose any Personal Data, providing all the necessary details;
- 3.1.3. grant to the data subjects of the Personal Data, on request, rights of access to, correction, erasure and deletion of, and objection to and restriction of processing of, their Personal

Data, equivalent to the rights available to them in respect of the same Personal Data as processed by the EIB under Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (*OJ L 295, 21.11.2018, p.39*), as such rights are described in Annex 2;

- 3.1.4. at all times have in place appropriate technical and organisational security measures to protect the Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access;
- 3.1.5. delete all Personal Data when they are no longer needed for the purposes described at Article 3.1.1 above, and in any case no later than seven years after completion of the Services or after the termination of this Agreement, whichever is earliest;
- 3.1.6. promptly give the EIB such information, and such access to the systems and staff used to process the Personal Data, as the EIB may reasonably request from time to time to verify its compliance with the provisions of this Article 3.1; and
- 3.1.7. promptly inform the EIB in writing, with full details, if it
  - (i) becomes aware of any Personal Data breach; or
  - (ii) receives any communication from
    - a. a data subject seeking to exercise a right under, or alleging breach of, the applicable personal data protection law; or
    - b. a supervisory authority or other competent data protection authorityin relation to the Personal Data; and give the EIB such information, co-operation and assistance as the EIB reasonably requests to enable it to address the legal or other consequences of that Personal Data breach or of the subject matter of that communication.

- 3.2. A data subject of Personal Data, as third party beneficiary, may enforce Articles 3.1.1 to 3.1.5 against the Promoter and the Administration. However, the data subject must first request the EIB to take appropriate action to enforce their rights against the Promoter or the Administration. If the EIB does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce their rights against the Promoter or the Administration directly.
- 3.3. The EIB shall take reasonable steps to ensure that the Personal Data are accurate and up-to-date when disclosed to the Promoter or the Administration, and shall ensure that the data subjects of the Personal Data are provided with the information necessary to ensure that the processing of their Personal Data by the Promoter and the Administration as permitted by Article 3.1 is fair, including informing them of:
  - (i) the disclosure of their personal data to the Promoter and the Administration;
  - (ii) the purposes for which their Personal Data is disclosed; and
  - (iii) their rights as referred to in Article 3.1.3, and whom to contact to exercise those rights; and providing them with such other information as is required by the applicable personal data protection laws.
- 3.4. For the purposes of this Agreement, "Personal Data" means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

## ARTICLE 4

4.1. By entering into this Agreement, the Promoter and the Administration acknowledge that the EIB may be bound to comply with the economic or financial sanctions laws, regulations, trade embargoes or other restrictive measures (the "Sanctions") enacted, administered, implemented and/or enforced from time to time by any of the following:

- (a) the United Nations, and any agency or person which is duly appointed, empowered or authorised by the United Nations to enact, administer, implement and/or enforce such measures;
- (b) the European Union and any agency or person which is duly appointed, empowered or authorised by the European Union to enact, administer, implement and/or enforce such measures; and
- (c) the United States Department of the Treasury Office of Foreign Assets Control (OFAC), the United States Department of State and/or the United States Department of Commerce.

In so doing, the EIB may be prohibited, among others, from making funds and/or economic resources (including the Services) available, directly or indirectly, to or for the benefit of a natural or legal person or an entity who is a designated target of, or who is otherwise the subject of, Sanctions (each, a "Sanctioned Person").

4.2. The Promoter and the Administration makes the following representations on the date of its signature of this Agreement:

4.2.1. Is not a Sanctioned Person, or in breach of any Sanctions, and to the best of its knowledge and belief none of the Relevant Persons (as defined below) is a Sanctioned Person or in breach of any Sanctions, where "Relevant Person" designates

- (a) with respect to the Promoter or the Administration, any official or representative, or any other person acting on its behalf or under its control, having the power to give directions and exercise control with respect to the Services;

4.2.2. It, and any Relevant Person, has not been convicted by a final judgement for Prohibited Conduct, as such term is defined in the EIB's policy on preventing and deterring prohibited conduct in European Investment Bank activities (the "Anti-Fraud Policy"), as available on the EIB's website at the relevant date;

4.3. During the validity of this Agreement, the Promoter and the Administration shall not, directly or indirectly:

- (a) maintain or enter into a business relationship, in connection with the Services, with any Sanctioned Person;
- (b) in connection with the Services, make any funds and/or economic resources (including the Services) available to, or for the benefit of, any Sanctioned Person;
- (c) use all or part of the Services in any manner that would result in a breach of Sanctions by the Promoter or the Administration or by the EIB;
- (d) if applicable, fund all or part of its financial obligations under this Agreement (pursuant to Article 2.2 and/or Article 7) out of proceeds derived from activities or businesses with a Sanctioned Person or a person in breach of the Sanctions, or in any manner that would directly result in a breach of Sanctions by the Promoter or the Administration or by the EIB.

4.4. The Promoter and the Administration undertakes to take within a reasonable timeframe appropriate measures in respect of any Relevant Person who becomes a Sanctioned Person or is the subject of a final judgement in connection with Prohibited Conduct perpetrated in the course of the exercise of their professional duties, in order to ensure that such Relevant Person is excluded from any of the Promoter's or the Administration's activities in relation to the Services.

4.5. The Promoter and the Administration shall inform the EIB without delay of:

- (i) a genuine allegation or complaint with regard to any Prohibited Conduct or any Sanction in relation with the Services,
- (ii) any fact or information of which the Promoter or the Administration become aware that confirms or reasonably suggests that any Prohibited Conduct or any violation of a Sanction has occurred or may occur in connection with the Services, or that any funds used for the

purpose of meeting any of the financial obligations referred to in Article 4.3 were derived from an illicit origin,

- (iii) any fact or event which results in the Promoter or the Administration or any Relevant Person being a Sanctioned Person, and
  - (iv) set out the action to be taken with respect to such matters as specified in the preceding;
- 4.6. It is understood that the representations and undertakings in respect of Sanctions set out in Articles 4.2 to 4.5 are only sought and given to the extent that to do so is permissible pursuant to any applicable anti-boycott rule of the European Union, such as Regulation (EC) 2271/96 of 22 November 1996 protecting against the effects of the extra-territorial application of legislation adopted by a third country, and actions based thereon or resulting therefrom (*OJ L 309, 29.11.1996, p. 1*) as amended from time to time.
- 4.7. If the EIB carries out an evaluation of, or a monitoring mission for, the Services, the Promoter and the Administration agrees to provide to the representatives of the EIB, or persons authorised by the EIB, any document or information in the Promoter's possession which will assist with the mission.
- 4.8. The Promoter and the Administration must allow the EIB, the European Anti-Fraud Office (OLAF), and any third party authorised by any of the preceding,
- (i) to verify, by examining the original documents (including the right to make copies thereof) and by means of on-the-spot checks, the implementation of the Services; and/or
  - (ii) to conduct a full audit on the basis of any supporting document which is relevant to the financing of the Services.

Such verifications may take place up to seven years after the date when the final payment to the Consultant is made by the EIB, date which shall be communicated by the EIB to the Promoter and the Administration in writing without unreasonable delay.

The Promoter and the Administration agree to provide the designated staff or agents of the EIB, the European Anti-Fraud Office (OLAF), and of any third party authorised by any of the preceding, or ensure that they are provided, with all necessary access and assistance for the purposes specified in this Article 4.7. Such access shall be granted on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public or European Union law to which these institutions or bodies and their staff, agents or authorised representatives are subject.

## ARTICLE 5

- 5.1. Any notice or other communication to be served under this Agreement must be in writing and state the title ("Cooperation Agreement No. AA-010294-001 in respect of "Project Implementation Unit for Montenegro Education Programme") of this Agreement.
- 5.2. Any notice or other communication given to a Party under or in connection with this Agreement must be in writing and in English or, if not in English, it must be accompanied by its translation into English and in this case the English translation will prevail unless the document is a constitutional, statutory or other official document.
- 5.3. All notices and correspondence in relation to this Agreement and the Services shall be sent by registered mail (with acknowledgement of receipt), facsimile or, to the extent agreed by the Parties in writing, by e-mail or other means of electronic communication, to the following addresses:

For the **EIB**

European Investment Bank  
98-100, boulevard Konrad Adenauer  
L-2950, Luxembourg  
Fax: +352 4379 62650  
Email: [eib-cpcm-procurement@eib.org](mailto:eib-cpcm-procurement@eib.org)  
Attn: Head of Consultant Procurement and Contract Management Division

<b>For the Promoter</b>	Ministry of Education of Montenegro Vaka urovi a bb, 81000 Podgorica Tel: +382 20 410 100 Fax: +382 20 410 101 Email: <a href="mailto:mps@mps.gov.me">mps@mps.gov.me</a> Attn: Spasoje Ostojic
<b>For the Administration</b>	Public Works Administration of Montenegro Novaka Miloševa 18, 81000 Podgorica Tel: (+382) 20 230-223; 20 230-227, Fax: (+382)20 230-228, Email: <a href="mailto:ujr@ujr.gov.me">ujr@ujr.gov.me</a> Attn: [ ]

- 5.4. Any change made to the above communication details shall have effect only after it has been duly notified in writing in paper or electronic form to the other Parties at the above addresses.
- 5.5. Notices and other communications are deemed to have been received (i) at the time of receipt recorded by the delivery service if sent by registered mail or (ii) at the time of transmission if made by fax or by means of electronic communication or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Article, business hours means 09.00hrs to 17.00hrs Monday to Friday on a day that is not a public holiday in the place of receipt.
- 5.6. This Article does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## ARTICLE 6

- 6.1. This Agreement enters into force on the date it is signed by the last of the Parties, and remains valid for as long as any rights, obligations or liabilities arising out of its provisions remain outstanding, unless it is otherwise terminated in accordance with this Article 6.
- 6.2. Any amendments to this Agreement, including its Annexes, must be set out in writing and signed by the Parties.
- 6.3. The EIB may instruct the Consultant to suspend the delivery of all or part of the Services, and the Promoter or the Administration may request the EIB to do so, if circumstances (including *force majeure*, as such concept is defined under the applicable law) make it too difficult or dangerous to continue. If the Promoter or the Administration requests the EIB to suspend the delivery of the Services, it must provide the EIB without delay with all the necessary details and reasons for the request.
- 6.4. The EIB may also instruct the Consultant to suspend the provision of all or part of the Services
  - (i) when it considers necessary to examine if the implementation of the Contract has been affected by substantial errors, irregularities, or Prohibited Conduct; or
  - (ii) when it is instructed or requested to do so by the ERI TA Trust ("Donor"); or
  - (iii) if the Promoter or the Administration fails to comply with any substantial obligation incumbent on it under this Agreement or the applicable law, despite having received a 30 calendar days written notice from the EIB requesting the Promoter or the Administration to comply.

The Promoter or the Administration, as applicable must provide any information, clarification or document requested by the EIB in the context of the checks referred to in point (i) above within 30 calendar days of receipt of such written request. If such checks result in credible information that the implementation of the Contract has been affected by substantial errors, irregularities, or Prohibited Conduct imputable to the Promoter or the Administration, the EIB reserves the right to (i) instruct the Consultant to cease the delivery of the Services and (ii) terminate this Agreement with immediate effect, without any liability for the EIB.

- 6.5. The EIB reserves the right, without any liability for the EIB, to instruct the Consultant to cease the delivery of the Services and to terminate this Agreement without notice, and inform the other Parties of the terms of such termination, if:
- (i) for any reason whatsoever, the financing secured by the EIB for the Services under the Financing Document is withdrawn by the Donor, or
  - (ii) it becomes unlawful in any applicable jurisdiction, or it becomes or is likely to become contrary to any Sanctions, for the EIB to perform any of its obligations as contemplated in this Agreement.
- 6.6. The EIB may instruct the Consultant to cease the delivery of the Services and, after serving a 15 calendar days' written notice to the other Parties, terminate this Agreement without any liability for the EIB, if any of the following situations occurs:
- (a) the Framework Agreement is or is likely to be (i) repudiated by Montenegro or not binding on Montenegro in any respect; or (ii) not effective in accordance with its terms or is alleged by the Promoter or the Administration to be ineffective in accordance with its terms; or (iii) breached, in that any obligation assumed by Montenegro under the Framework Agreement ceases to be fulfilled as regards any Services made available by the EIB to any recipient in the territory of Montenegro;
  - (b) the EIB has suspended the delivery of all or part of the Services pursuant to Article 6.4 (iii), and such suspension lasts for more than 180 calendar days;
  - (c) a Change-of-Law Event occurs, where "Change-of-Law Event" means
    - (i) the enactment, promulgation, execution or ratification of or any change in or amendment to any law, rule or regulation (or in the application or official interpretation of any law, rule or regulation), or
    - (ii) the imposition of any Sanctions; or
    - (iii) any legal, financial, technical or organisational changes affecting the Promoter or the Administration

which occurs after the date of this Agreement and which, in the opinion of the EIB, would materially impair the ability of the Promoter or the Administration to perform its obligations under this Agreement or the delivery of the Services to the Promoter or the Administration;

## ARTICLE 7

- 7.1. A Party shall not be held in breach of any of its obligations under this Agreement if it is prevented or delayed in performing those obligations by *force majeure*.
- 7.2. The EIB shall not under any circumstances or for any reason whatsoever be held liable for any damage, loss or injury sustained by the Promoter or the Administration, or by the Promoter's or the Administration's staff or property arising out of, or in connection with, the delivery of the Services by the Consultant, including when such damage or injury is the result of any act or omission of the Consultant, or of the failure of the Consultant to provide the Services in accordance with the Contract, unless such losses, damages or injuries have resulted solely from the EIB's gross negligence, fraud or wilful misconduct in the execution of its obligations under this Agreement.
- 7.3. The Promoter and the Administration, jointly and severally shall indemnify and hold harmless the EIB, its employees, officers, Governors, delegates, or agents from and against any and all losses, claims, demands, damages or liabilities of any kind (including counsel fees and expenses) which the EIB may sustain or incur as a result of any act or omission committed by the Promoter or the Administration or from the failure of the Promoter or the Administration to comply with any of its obligations set out in this Agreement, including in respect of any Sanctions.

## ARTICLE 8

- 8.1. This Agreement and its formation, construction and validity shall be governed by the laws of the Grand Duchy of Luxembourg.

- 8.2. The Parties shall endeavour to settle amicably any Dispute arising between them. For the purposes of this Article 8, "Dispute" means any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach, suspension or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it.
- 8.3. If no amicable agreement is reached within 60 calendar days from the date a Party notifies a Dispute to the other[s], all Disputes shall be submitted to the courts of the city of Luxembourg, which shall have exclusive jurisdiction to settle any such Dispute. The Parties agree that the courts of the city of Luxembourg are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 8.4. Nothing in this Article 8 shall interfere with, override or otherwise erode the EIB's privileges and immunities as set out in the European Union treaties including, without limitation, the inviolability of its archives, and the EIB expressly reserved its rights in this regard.

## **ARTICLE 9**

- 9.1. No failure or delay by the EIB in exercising any of its rights under this Agreement or under the applicable law will be construed as a waiver of such right.
- 9.2. Nothing in this Agreement shall be deemed to be a waiver, express or implied, of the privileges, immunities and exemptions enjoyed by the EIB, its Governors, Directors, Alternates, officers, employees or experts performing missions for the EIB.
- 9.3. Neither the Promoter nor the Administration may assign or transfer any rights or obligations arising out of this Agreement without the prior written agreement of the EIB.
- 9.4. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.
- 9.5. With the exception specified in Article 3.2, this Agreement is made for the benefit of the Parties, and a person who is not a party has no right to enforce or to enjoy the benefit of any term of this Agreement.

References to third parties, and in particular to legal relationships entered into between the Parties and any of such third parties in the context of the Services, shall not give, and may not be construed as conferring, any right to such third parties to enforce, to enjoy the benefit of or to otherwise rely on any provision of this Agreement. The Parties expressly agree that such references are made solely for the purpose of providing an appropriate understanding of the management of the Services and that no provision of the Agreement shall confer, directly or indirectly, any right to any third party, unless expressly provided in this Agreement. This clause shall prevail over any provision to the contrary of the Agreement, whether express or implied.

## **ARTICLE 10**

- 10.1. This Agreement comprises these executed terms, and the following annexes, which are an integral part thereof:

Annex 1 – The Services

Annex 2 – Procedures for the cooperation in designing and monitoring the delivery of the Services

In case of conflict between the provisions of these executed terms and those of any Annex, these executed terms shall take precedence.

- 10.2. The Parties agree not to make this Agreement, or any part thereof, public in any way without the prior written consent of the other Parties, which shall also specify any terms or conditions under which such consent is given.

- 10.3. References to a public organisation will include its successors, and if a public organisation ceases to exist or ceases to perform its functions without a successor, references to such public organisation will be deemed to include a reference to any public organisation or any organisation or entity which has taken over either or both the functions and responsibilities of such public organisation.
- 10.4. References containing terms such as "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", will not be deemed limited by the specific enumeration of items but will, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation".
- 10.5. General words introduced or followed by the word "other" or "including" or "such as" or "in particular" will not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- 10.6. Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each gender include all other genders.

DRAFT

The Parties hereto have caused this Agreement to be executed on their behalf in four (4) originals in the English language (each page of which has been initialled by a representative of each Party), of which one (1) for the Ministry of Education of Montenegro, one (1) for the Public Works Administration of Montenegro and two (2) for the European Investment Bank.

**Signed for and on behalf of  
EUROPEAN INVESTMENT BANK**

Matteo Rivellini  
Head of Division Slovenia, Croatia and Western Balkans

Martin Vatter  
Head of Unit / Managerial Adviser  
Legal Department - Corporate

**Signed for and on behalf of  
Ministry of Education of Montenegro**

**Signed for and on behalf of  
Public Works Administration of Montenegro**

---

---

---

---

---

---

---

---

## ANNEX 1 – THE SERVICES

### **A. Background**

---

In 2016, as part of the European Union response to the challenges posed by forced displacement and migration, the EIB launched the Economic Resilience Initiative (the “ERI”), whereby the EIB increased and expanded the scope of its funding available for investments in the countries in the southern neighbourhood of the European Union and in the Western Balkans, with a view to improving the capacity of the economies of the beneficiary countries to absorb and respond to crises and shocks. To complement the ERI, the EIB has approved in 2017 a financial envelope dedicated to technical assistance and advisory services in support of project origination, preparation, and implementation (the “Financing Document”).

On 2<sup>nd</sup> September 2019, the EIB Board approved the financing of MONTENEGRO EDUCATION PROGRAMME (the “Project”) for an amount of EUR 18m. On 6 November 2019, a finance contract was signed between Montenegro and the EIB.

In connection with the Project, the Guidance Group of the ERI approved on [DATE] the request of the EIB to use ERI resources, up to maximum amount of EUR 2,900,000, to finance the cost of Services needed for procurement and implementation support to the Promoter and Administration.

### **B. Description of the Project supported by the Services**

---

The Project aims at increasing access to children to good quality early childhood care and education in pre-primary institutions and improve learning conditions of students in primary and general and vocational secondary schools. By upgrading service delivery and facilities in vocational education, the Project also contributes to improve youth employability. Without the Project, the expansion and improvement of education services in Montenegro would be slower, many of those needing education services would not have access to them and the impact would be less than with the quality improvements that will result from the Project.

The Project involves the construction and/or renovation of public education infrastructure including kindergartens, elementary (primary) schools, gymnasium (secondary) schools and vocational education schools. The Project also includes provision of new ICT equipment and furniture for schools and specific equipment for vocational schools.

### **C. Description of the Services**

---

#### **1. The Services**

##### **Overall objective**

The overall objective of the assignment is to support the Ministry of Education to implement successfully the EIB financed Montenegro Education Programme project.

This assignment forms a crucial part of the implementation of the Project. The selected Consultant will be providing procurement support, procurement preparation services, technical assistance and advice to the Ministry of Education and to the Public Works Administrations, the two principal contracting authorities for the various contracts enabling the design and construction of the new education facilities. Furthermore, there will be contracts for the supply of furniture and equipment.

Complementing the procurement services, the Consultant will provide contract administrative support primarily to the Ministry of Education during the execution of the contracts. It should be noted that this role is an administrative one; monitoring progress, attending progress meetings and supporting primarily the Ministry of Education as the overall promoter of the Project.

##### **Specific activities**

The Consultant will be required to perform the tasks as detailed in the table below. The tasks of the Consultant can be summarised as follows:

- Provide procurement support – including technical assistance and advice – and capacity by supporting the Promoter in the preparation of procurement related documents including a review of procurement procedures, creation of a procurement procedures manual, tender documents, procurement notices, observing and recording the evaluation committee and contract document packages as well as supporting the Ministry of Education (as Promoter) to submit these documents for review by the EIB following the timely approval by the respective Montenegrin contracting authority. Procurement documentation must meet the satisfaction of the Promoter and of the EIB<sup>1</sup> and if notified any other international financing institution. Training on the EIB procurement process requirements will be provided to the Consultant.
- Provide contract administration support and capacity by monitoring the progress of physical implementation and financial progress, attending progress meetings with the procured design consultant, supplier and/or contractor as required on behalf of the Promoter, ensuring timely completion of tasks and payments are made on fulfilment of any required milestones, activities or approved documentation. The Consultant shall also provide support and capacity to review existing project delivery procedures from conception and design through to construction and management, creation of project delivery manual, analyse, assess, collect and coordinate documentation for additional works claims and contract modifications for decision making by the relevant contracting authority. This is not a construction supervision role for works contracts. The quality and control of construction works will be carried out under a different consultancy service;
- Provide administrative support for specific tasks as required from time to time from the Ministry of Education (eg. in preparing grant requests for specific investment or technical assistance);
- Review and set-up a monitoring and evaluation framework system for education related data on students benefitting from the Project's activities. The intention is to set-up a system that can be extended and sustained to cover all of the country's education system in the future. A separate inception report for this task will be required; and
- Provide regular progress reporting of the overall implementation and completion of the Project to the EIB in accordance with the conditions of the finance contract.

## **2. Beneficiary entities**

The beneficiaries of the Services described above are:

The target beneficiaries are young people aged between 3 and 18 years old covering the pre-primary, primary and secondary education levels in Montenegro. In addition to the future students of the education facilities, their parents, families and the immediate local community around these facilities will be key stakeholders in the development of the education facilities.

Beyond the Promoter, other stakeholders exist in the project who have decision-making responsibilities or other pertinent responsibilities that will influence the successful implementation of the Project. These include:

- Public Works Administration (PWA, formerly Directorate for Public Works) who will act as the contracting authority for all works contracts; and
- An ad hoc national review committee to be formed by the Government of Montenegro, which shall be formed as required for the review of procurement related complaints for contracts procured for the Project.

## **3. Facilities to be provided**

### **Staff**

The Consultant shall provide the adequate staff (in terms of expertise and time allocation) in order to complete efficiently all the activities required under the scope of the TA operation and to finally achieve the specific and the overall objectives of his contract in terms of time, costs and quality.

---

<sup>1</sup> Guide to Procurement for projects financed by the EIB - <https://www.eib.org/en/publications/guide-to-procurement>

## **Support staff & backstopping**

The Consultant shall supply all support staff (administrators, secretaries, interpreters, and head office back-up, drivers etc.) as necessary for the proper fulfilment of his obligations. The costs of the support staff must be included in the fee rates of the experts.

Backstopping costs for logistical and management support (including the activity of the TA operation director designated by the Consultant) of the team must be included in the fee rates of the experts.

The Consultant should identify and describe in his offer the arrangements for the provision of the support staff and backstopping facilities.

## **Travel and associated costs**

International (mobilisation and demobilisation) and local transport (In Montenegro) and associated costs (vehicles incl. drivers if considered necessary, per diem, etc.) of Key and Non-Keys experts posted on site shall be included in the fees.

The Consultant shall travel to Luxembourg for the Kick-off meeting of this assignment. Further travel to Luxembourg should be expected once on an annual basis and at the end of the assignment.

## **Office accommodation**

Office accommodation of a reasonable standard and of approximately 10 square meters for each expert and each of the five Ministry staff to be attached to the Consultant working on the contract. Moreover, the Consultant shall provide an individual office or separate room for the Team Leader and the Ministry's PIU Liaison Officer. Furthermore, the Consultant's staff shall be reasonably accessible by phone, fax and e-mail over the duration of the assignment and such facilities are to be provided by the Consultant.

The Consultant shall supply a desk, chair and basic office and stationery supplies, including access to printing, for the Ministry's five members of staff. The Ministry shall provide computers for its staff members.

The costs of the office accommodation are to be covered by fee rates.

## **Facilities to be provided by the Consultant**

In principle, the costs of the facilities should be included in the tenderer's experts fee rates. The Consultant must ensure that experts are adequately supported and equipped. In particular, it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

The Consultant shall ensure that its office facilities in the beneficiary country have the capability to provide preferably video conferencing using Webex, Skype or equivalent software systems enabling regular calls with the EIB in Luxembourg.

Interpretation support, the Consultant must ensure its experts can communicate verbally and in writing in Montenegrin with the Promoter at all times and in English with the EIB at all times. Documents and outputs of the Consultant will need to be produced in both Montenegrin and English with translation the responsibility of the Consultant within the same timescales of the task.

## **Equipment**

No equipment is to be purchased on behalf of the EIB/ partner country as part of this service contract or transferred to the EIB/ Promoter at the end of this contract. Any equipment related to this contract that is to be acquired by the promoter must be purchased by means of a separate supply tender procedure.

## **4. Visibility elements**

The Promoter and the Administration shall take all appropriate measures to publicise the fact that the Services are financed through financial support from EIB's Economic Resilience Initiative (ERI). Information given to the press or to any third parties, all related publicity material, official notices, reports and publications, shall acknowledge that the Services are delivered "*with funding by EIB's Economic Resilience Initiative (ERI)*".

## **ANNEX 2 – PROCEDURES FOR COOPERATION IN DESIGNING AND MONITORING THE DELIVERY OF THE SERVICES**

This annex provides the guidance under which the Parties agree to operate in the design, procurement, monitoring and approval of the services.

### **1. General cooperation Principles**

Pursuant to Article 2.5 of the Agreement, the Promoter will facilitate communication and cooperation between the relevant competent authorities in Montenegro as may be necessary for the successful design and delivery of the Services.

For project coordination, technical consensus and follow-up on the progress, a project steering committee will be formed from representatives of all stakeholders in addition to representatives from the Promoter and the EIB. The main role of this committee is to provide the Consultant with all available relevant data from the different stakeholders, follow-up on the progress of the assignment, steer and facilitate the assignment to enable the Consultant to deliver the Services successfully within the agreed time schedule.

### **2. Design and Procurement of the Services**

#### **2.1. Design of the Services**

The Parties will cooperate in designing the terms of reference for the Services, setting out the objectives, scope and methods of delivery of the Services. To the extent that the Services are to be delivered under separate Contracts, separate sets of technical specifications will have to be prepared and agreed by the Parties. Such technical specifications shall become a part of the *Terms of Reference* to be included by the EIB in the procurement documentation to be used for the selection of the Consultant.

Once the *Terms of Reference* are finalised, the Promoter will provide its written acceptance of the final form of the *Terms of Reference* by email at operational level. By providing such acceptance, the Promoter will acknowledge that said *Terms of Reference* fully reflect and respond to the needs identified, and that the Promoter accepts them without reservation. Such acceptance will not be unreasonably withheld and will be deemed to have been given if not expressly refused within ten calendar days from receiving a written request in this regard from the EIB.

On the basis of the *Terms of Reference* developed and agreed as described above, the EIB will launch the tender and select the Consultant for the delivery of the Services in accordance with its own procurement policies, rules and procedures. The Promoter acknowledges that, as procuring entity for the Contract, the EIB might need to amend or interpret the *Terms of Reference* during the procurement procedure, provided that any such alteration or interpretation, where it concerns the scope, content, sequence or duration of the Services, is agreed with the Promoter before the EIB communicates it to candidates or tenderers.

In order to avoid the risk of non-compliance with the principles of procurement (transparency, proportionality, equal treatment, non-discrimination and avoidance of conflict of interest) the Promoter and the Administration undertake not to disclose, (i) until the award of the Contract by the EIB, the *Terms of Reference* or any additional information in connection to the *Terms of Reference* except to those persons who need to know for the purposes specified in the preceding paragraph, and (ii) after the award of the Contract by the EIB only with the prior written approval of the EIB and under the terms thus agreed.

#### **2.2. Procurement of the Services**

The Promoter has the right to designate a representative, as observer or voting member, in the evaluation committee established by the EIB for the selection of the Consultant. The role of the representative of the Promoter in such evaluation committees is decided by the EIB, in accordance with its internal rules and procedures, and will be timely communicated to the Promoter. The Promoter shall bear all costs related to the participation of its representative in said evaluation committees.

In relation to the preceding, the proceedings of the evaluation committee, from the opening of tenders to the conclusion of the work of the evaluation committee, are confidential. No information about the examination, clarification, or evaluation of tenders, and no decisions about the award of the Contract may be disclosed by any participant in the evaluation committee before the evaluation report is approved by the EIB. Any disclosure of such information after the approval of the evaluation report by the EIB will only be made by the EIB, in accordance with its internal rules and procedures, or with the prior written agreement of the EIB. In addition, the bidding documents shall remain within the premises of the EIB at all times.

If the Promoter does not designate a representative in the evaluation committee established by the EIB for the selection of the Consultant, the EIB will inform the Promoter of the outcome of the tender procedure as soon as it accepts the recommendation of the evaluation committee on the award of the Contract.

### **3. Monitoring of the Services**

The Promoter, the Administration and the EIB will cooperate closely in monitoring the delivery of the Services by the Consultant.

The Promoter will review the deliverables and the activity reports (if and as requested in the *Terms of Reference*) submitted by the Consultant and will provide by e-mail to the EIB with its written comments or acceptance of such deliverables or reports, including when necessary its reasons for refusing such acceptance. The Promoter's acceptance of the relevant deliverable or report will be deemed to be given if not expressly refused within 15 calendar days from receiving a written request in this regard from the EIB.

As specified in Article 2.6 of the Agreement, the EIB will take due account of the Promoter's opinion when it makes its own decision on the approval of the deliverables and reports produced by the Consultant as against the terms of the Contract. Having regard to the contractual obligations of the EIB towards the Consultant under the Contract, the Promoter acknowledges that the final decision on the approval of the deliverables and reports produced by the Consultant as having been delivered in compliance with the Contract rests with the EIB.

Considering the provisions of Article 2.4 of the Agreement, an approval of the Services (or any part thereof, including any deliverable or activity report) by the EIB as having been delivered in accordance with the terms of the Contract shall be without prejudice to the right of the Promoter to refuse such deliverable as not responding to its specific needs. The Promoter must communicate such refusal to the EIB in writing indicating the reasons thereof. Further, the Promoter undertakes that it shall not make any use of such deliverable, and, upon written request from the EIB, return or destroy any copies of the deliverable, in whatever form, as are in its possession and ensure that any copies of the deliverable that may be in the possession of other entities are also destroyed.

For the sake of clarity, a decision of the EIB to accept, pursuant to Article 2.6(ii), that the Services delivered by the Consultant as having been delivered in accordance with the terms of the Contract is not, and shall not be construed as, superseding or overriding a rejection of same Services by the Promoter as not responding to the Promoter's needs or not being fit for the purpose the Promoter intends to make thereof, as the assessment of the Services by the EIB and by the Promoter, respectively, are made against different criteria.

If required by the EIB, the Promoter will review the timesheets recording the days or hours worked by a Consultant's experts on site in Montenegro, and shall confirm their accuracy by countersigning them. The Promoter has the right to refuse the acceptance of timesheets submitted by one or more of the experts employed by the Consultant for the delivery of the Services, if the timesheet does not reflect correctly the days or hours worked by such expert for the delivery of the Services, or if, in the reasoned opinion of the Promoter, the quality of the services provided by the expert concerned does not conform to the requirements of the *Terms of Reference*, or, if applicable, to the professional standards expected in the relevant industry from an expert provider of such services.

The Promoter shall communicate to the EIB its decision on the acceptance of any timesheet, including when necessary its reasons for refusing such acceptance. The Promoter's acceptance of the relevant timesheet shall be deemed to be given if not expressly refused within 15 calendar days from receiving a request in this regard from the EIB.

#### **4. Amendments to the Services and changes to the Consultant's personnel**

The Promoter may request amendments to the design of the Services during the execution of the Contract. Such request will be communicated to the EIB, together with a justification for the amendments requested, at least 30 calendar days prior to the intended date of application of such amendments. The EIB has the right to oppose such amendments, in particular for reasons related to applicable procurement and contract management rules, and will inform the Promoter of the reasons for such refusal.

The Promoter has the right to be consulted on and agree to any material amendments to the design of the Services which the EIB or the Consultant may envisage during the execution of the Contract. The consent of the Promoter to any such amendments will be deemed to be given if not expressly refused within 15 calendar days from receiving the communication from the EIB on the proposed amendments. If applicable, the Promoter will inform the EIB of the reasons for its refusal.

The Promoter has the right to be consulted on and agree to any changes to the team of experts provided by the Consultant, as these are defined in the *Terms of Reference*, which the EIB or the Consultant envisage during the execution of the Contract. The consent of the Promoter to any such changes will be deemed to be given if not expressly refused within 15 calendar days from receiving the communication from the Consultant or the EIB on the proposed changes. If applicable, the Promoter will inform the EIB of the reasons for its refusal.

At any time during the execution of the Contract, the Promoter may request the replacement of one or more of the experts provided by the Consultant to the extent that it is justified on reasonable grounds. Such request must be communicated to the EIB together with the justification for the changes requested. The EIB may oppose such amendments, in particular for reasons related to applicable procurement and contract management rules, and will inform the Promoter of the reasons for such refusal.

As contractual counterparty to the Consultant under the Contract and considering any applicable provisions of the Financing Document, the EIB retains the final decision on the execution of any amendment to the Contract.

#### **5. Disclosures of Personal Data**

Personal Data will be disclosed by or on behalf of the EIB to the Promoter and the Administration, and used by the Promoter and the Administration, as follows:

- (A) Data subjects: the Personal Data will relate to individual experts designated by Consultants to deliver the Services.
- (B) Personal Data categories: the Personal Data will include personal data in the following categories: identification of the data subject (e.g. name, title, etc); education and professional qualifications and experience, which are usually included in a CV or resume.
- (C) Security measures: the Promoter and the Administration undertake to adopt technical and organisational security measures to address the risks inherent in processing and in the nature of the personal data concerned in order to:
  - (i) prevent any unauthorised person from having access to computer systems processing Personal Data, and especially: (1) unauthorised reading, copying, alteration or removal of storage media; (2) unauthorised data input, unauthorised disclosure, alteration or erasure of stored Personal Data; and (3) unauthorised persons from using data-processing systems by means of data transmission facilities;
  - (ii) ensure that authorised users of a data-processing system can access only the Personal Data to which their access right refers;
  - (iii) record which Personal Data have been communicated, when and to whom;
  - (iv) ensure that Personal Data processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
  - (v) ensure that, during communication of Personal Data and transport of storage media, the data cannot be read, copied or erased without authorisation;
  - (vi) design its organisational structure in such a way that it meets Personal Data protection requirements

(D) Contact details for exercise of data subject rights

For the <b>Promoter</b>	Ministry of Education of Montenegro Vaka urovi a bb, 81000 Podgorica Tel: +382 20 410 100 Fax: +382 20 410 101 Email: <a href="mailto:mps@mps.gov.me">mps@mps.gov.me</a> Attn: Spasoje Ostojic
For the <b>Administration</b>	Public Works Administration of Montenegro Novaka Miloševa 18, 81000 Podgorica Tel: (+382) 20 230-223; 20 230-227, Fax: (+382) 20 230-228, Email: <a href="mailto:ujr@ujr.gov.me">ujr@ujr.gov.me</a> Attn: [ ]

(E) Rights of the data subject: access, rectification, deletion and objection

The data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the applicable rules and procedures of the EIB.

Provided that the *European Data Protection Supervisor* has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the Promoter or the Administration or other organisations dealing with the Promoter or the Administration and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject.

The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated.

Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort.

A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the Promoter or the Administration, and the data subject may always challenge a refusal before the *European Data Protection Supervisor*.