



Investiciono-razvojni fond
Crne Gore A.D.

Informacija o Prijedlogu sporazuma o kreditu između Razvojne Banke Savjeta Evrope i IRF CG A.D.

Razvojna Banka Saveta Evrope je multilateralna razvojna banka sa socijalnim opredeljenjem. Osnovana je 16. aprila 1956. godine kako bi rješavala probleme izbeglih lica, da bi kasnije proširila spektar djelovanja na oblasti koje direktno doprinose jačanju socijalne kohezije (uravnoteženog socijalnog razvoja) u Evropi. CEB čini 40 zemalja članica, uključujući 18 iz Centralne i Istočne Evrope.

CEB predstavlja glavni instrument politike solidarnosti u Evropi, kako bi pomogla državama članicama ostvarenje održivog i uravnoteženog razvoja: u skladu s tim učestvuje u finansiranju socijalnih projekata, odgovara na hitne situacije i na taj način, doprinosi poboljšanju uslova života većine ugroženih djelova stanovništva.

CEB doprinosi implementaciji socijalno orijentisanih investicionih projekata kroz tri sektorske linije, redom:

- Ojačavanje socijalne integracije;
- Zaštita životne sredine;
- Podrška javnoj infrastrukturi sa socijalnim opredeljenjem.

CEB zauzima posebnu poziciju u Evropi, zbog prirode projekata koje finansira, sektora u kojima djeluje i geografskog obuhvata svojih aktera.

CEB funkcioniše u okviru Saveta Evrope i podržava njegove prioritete. Međutim, ona je zaseban pravni subjekt i finansijski je nezavisna.

Investiciono-razvojni fond Crne Gore A.D. je prepoznao mogućnost saradnje sa ovom razvojnom Institucijom, te je nakon stupljenog kontakta sa istom aplicirao za finansijski okvir kojim bi se podržalo preduzetništvo i razvoj MSP kao okosnice crnogorske privrede. Aplikacija je predata u prvom dijelu 2017. godine i odobrena je krajem Novembra iste godine. Nacrt Ugovora je dostavljen IRF CG A.D. dana 16.02.2018 godine.

IRF CG A.D. je aplicirao za 30 miliona € sredstava koja bi se dalje proslijedivala preduzetnicima i MSP-ima u Crnoj Gori. Namjena je da se ovim sredstvima podržavaju krediti do 50,000.00 €. Poseban cilj uspostavljanja saradnje sa CEB-om je djelovanje u okviru socijalnog mandata koji je lajt motiv naših dvaju institucija, te će se nastojati da se veći dio sredstava upotrijebi za finansiranje onih klijenata koji se nalaze u ekonomski nepovoljnijim regionima u Crnoj Gori, kao i za finansiranje ekonomski ugroženih grupa građana poput tehnoloških viškova iz procesa tranzicije, svršenim visokoškolcima, ženama u biznisu, početnicima u biznisu, kao i malim poljoprivrednim proizvođačima

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između

RAZVOJNE BANKE SAVJETA EVROPE

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**INVESTICIONO RAZVOJNOG FONDA CRNE GORE
(IRF)**

Podrška malim i srednjim preduzećima (MSP) u Crnoj Gori

- Kredit za Program -

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RAZVOJNA BANKA SAVJETA EVROPE RAZVOJNA BANKA SAVJETA EVROPE, međunarodna organizacija sa sjedištem na adresi: 55, Avenue Kléber, F-75116 Pariz (Francuska) (u daljem tekstu "RBSE" ili "Banka"), s jedne strane,

i

INVESTICIONO RAZVOJNI FOND CRNE GORE(IRF), sa sjedištem na adresi [•](u daljem tekstu "Zajmoprimec" zajedno sa RBSE označen kao "Strane" a pojedinačno kao "Strana"), s druge strane,

S OBZIROM NA TO DA

- (A) Imajući u vidu zahtjev za kreditom koji je podnijela Crna Gora od XX novembra 2017, a koji je odobrio Administrativni Savjet RBSE dana 17 novembra 2017,
- (B) Imajući u vidu Treći protokol Opštег sporazuma o povlasticama i imunitetima Savjeta Evrope od 6.marta 1959,
- (C) Imajući u vidu Kreditne propise RBSE, koji su usvojeni Rezolucijom Administrativnog savjeta 1587 (2016) (u daljem tekstu "**Kreditni propisi**"),
- (D) Imajući u vidu Politiku za kredite i projektna finansiranja RBSE, koja je usvojena Rezolucijom Administrativnog savjeta RBSE 1587 (2016) (u daljem tekstu "**Kreditna politika**"),
- (E) Imajući u vidu Politiku ekoloških i socijalnih mjera zaštite RBSE, koja je usvojena rezolucijom Administrativnog savjeta RBSE 1588 (2016) (u daljem tekstu "**Politika ekoloških i socijalnih mjera zaštite**"),
- (F) Imajući u vidu Smjernice za nabavku RBSE, koje je usvojio Administrativni savjet RBSE u septembru 2011 (u daljem tekstu "**Smjernice za nabavku**"),

SAGLASILI SU SE O SLJEDEĆEM:

1. TUMAČENJE

1.1. Definicije

Sljedeći pojmovi imaju značenje navedeno u tekstu ispod, osim ako to kontekst ne zahtijeva drugačije:

“Sporazum” označava ovaj Prijedlog sporazuma o kreditu, uključujući njegove dodatke.

“Dodjela sredstava” označava obavezu za tranšu od strane Zajmoprimca prema pod-kreditima putem potpisivanja relevantnih Pod-kreditnih sporazuma čak i ako takva tranša još uvijek nije isplaćena u korist krajnjih Zajmoprimaca.

“Period dodjele sredstava” ima značenje koje je utvrđeno u tački 0.

“Radni dan” označava dan na koji je sistem TARGET 2 (transevropski automatizovani u realnom vremenu bruto ekspresni sistem plaćanja) operativan.

“Datum završetka” označava datum označen u Dodatku 1 ovog dokumenta od kojeg Zajmoprimac ne može tražiti nikakvu dalju isplatu.

“Završni izvještaj” ima značenje naznačeno u tački 0(c).

“Valuta” označava, za potrebe Ugovora, Euro

“Konvencija o izračunavanju broja dana” označava konvenciju za utvrđivanje broja dana između dva datuma kao i broj dana u godini naznačen u relevantnom Obavještenju o isplati.

“Dužnički instrument” označava (i) bilo koji kredit ili drugi oblik finansijske zaduženosti; (ii) instrument, uključujući bilo koji račun ili izvod računa, kojim se dokazuje ili koji sadrži obavezu za otplatu kredita, depozita, avansa ili sličnog produženja kredita (uključujući bez ograničenja svako produženje kredita po sporazu o refinansiranju ili reprogramiranju), (iii) mjenicu, prizanicu, dužničku hartiju od vrijednosti, obveznicu ili slični pisani dokaz o finansijskoj zaduženosti; ili (iv) instrument kojim se dokazuje garancija obaveze koja sadrži finansijsku zaduženost drugog.

“Zatezna kamatna stopa” ima značenje naznačeno u tački 0.

“Datum isplate” označava datum kada je planirano da tranša bude isplaćena shodno važećem Obavještenju o isplati.

“Obavještenje o isplati” ima značenje naznačeno u tački 0(b).

“Zahtjev za isplatu” ima značenje naznačeno u tački 4.3(a).

“Potvrda o prijevremenoj uplati” ima značenje naznačeno u tački 0.

“Troškovi prijevremene uplate” ima značenje naznačeno u tački 0.

“Datum prijevremene uplate” ima značenje naznačeno u tački 0.

“Obavještenje o prijevremenoj uplati” ima značenje naznačeno u tački 0.

“Datum stupanja na snagu” označava datum stupanja na snagu Sporazuma što je rezultat Člana 17.

“EU” označava Evropsku Uniju.

“EURIBOR” označava procentualnu godišnju stopu navedenu na stranici EURIBOR01 Thomson Reuters ekrana (ili na stranici sljedbeniku koja zamjenjuje Thomson Reuters stranicu EURIBOR01) u ili oko 11 sati prije podne po Briselskom vremenu na Dan utvrđivanja kamate kao Euro međubankarska ponuđena stopa kojom upravlja Evropski Institut Tržišta Novca (ili neki drugi subjekat koji preuzima upravljanje tom stopom) u istom roku kao što je relevantni kamatni rok.

Ako relevantni kamatni period nije isti kao period koji navodi Thomson Reuters, važeći EURIBOR biće procenat godišnje stope koji je nastao iz linearne interpolacije pozivanjem na dvije (2) EURIBOR stope

za oročene depozite u eurima, od kojih se jedna primjenjuje na period cijelih mjeseci naredni kraći a druga na period cijelih mjesec naredni duži od dužine relevantnog Kamatnog perioda.

“**Euro**” i znak “**EUR**” označava zakonsku valutu države članice EU koje je s vremena na vrijeme usvajaju kao svoju valutu u skladu s relevantnim odredbama Ugovora o EU i Ugovora o finansiranju EU ili njihovim narednim ugovorima.

“**Evropska Konvencija o ljudskim pravima**” označava Konvenciju za zaštitu ljudskih prava i osnovnih sloboda od 4. Novembra 1950, CETS broj 5, s izmjenama i dopunama s vremena na vrijeme.

“**Evropska Socijalna Povelja**” označava Evropsku Socijalnu Povelju od 3. Maja 1996, CETS broj 163, s izmjenama i dopunama s vremena na vrijeme.

“**Krajnji korisnici**” označeni su u Dodatku 1 ovog dokumenta kao grupa koja ima koristi od socijalnih učinaka Projekta.

“**Krajnji Zajmoprimci**” označeni su u Dodatku 1 ovog dokumenta kao primaoci podkredita.

“**Fiksna kamatna stopa**” označava godišnju kamatnu stopu naznačenu u važećem Obavještenju o isplati.

“**Promjenljiva kamatna stopa**” označava godišnju kamatnu stopu utvrđenu dodavanjem ili oduzimanjem Raspona naznačenog u važećem Obavještenju o isplati za ili od, što može biti slučaj, Referentne stope.

Da bi se izbjegle sumnje, kada utvrđivanje Promjenljive kamatne stope rezultira negativnom kamatnom stopom (zbog navedene negativne Referentne stope, za primjenu Raspona koji se oduzima od Referentne stope ili za bilo koje druge okolnosti), kamata koju Zajmoprimac plaća za Kamatni period smatra se da je nula.

“**Globalni Izvještaj o monitoringu**” ima značenje naznačeno u tački 0.

“**Datum utvrđivanja kamate**” označava, za potrebe utvrđivanja Promjenljive kamatne stope, dan koji pada dva (2) radna dana prije prvog dana Kamatnog perioda, ukoliko nije naznačeno drugačije u Obavještenju o isplati.

“**Datumi plaćanja kamate**” označava datume za plaćanje kamate koji odgovaraju relevantnom kamatnom periodu naznačenom u važećem Obavještenju o isplati.

“**Kamatni period**” označava period koji počinje na Datum plaćanja kamate i završava se na dan koji neposredno prethodi narednom Datumu plaćanja kamate, pod uslovom da prvi važeći kamatni period koji se primjenjuje na svaku tranšu počinje na Datum isplate i završava se na dan koji neposredno prethodi narednom Datumu plaćanja kamate.

“**Kredit**” označava kredit koji je Zajmoprimcu odobrila RBSE posredstvom Sporazuma.

“**Iznos kredita**” označava iznos naznačen u tački 0.

“**Slučaj poremećaja na tržištu**” ima značenje naznačeno u tački 0.

“**Materijalno štetna promjena**” označava bilo koji slučaj koji, po mišljenju RBSE, (i) materijalno oslabljuje sposobnost Zajmoprimca da obavlja svoje finansijske obaveze iz Sporazuma ; (ii) materijalno oslabljuje poslove, poslovanje, imovinu ili izglede Zajmoprimca ; ili (iii) štetno utiče na bilo koje Obezbeđenje koje obezbijedi Zajmoprimac ili treće lice kako bi osigurao uredno izvršenje finansijskih obaveza Zajmoprimca iz Sporazuma.

“**Datum dospjeća**” označava poslednji Datum otplate glavnice za svaku tranšu naznačenu u važećem Obavještenju o isplati.

“**Konvencija o modifikovanom narednom radnom danu**” označava konvenciju kojom, u slučaju da precizirani datum pada na dan koji nije radni dan, takav datum će biti prvi sljedeći dan koji je radni

dan, osim ako taj dan pada u narednom kalendarskom mjesecu, u kom slučaju će taj datum biti prvi prethodni dan koji je radni dan.

“**Datum(i) otplate glavnice**” označava datum(e) za otplatu(e) glavnice iz svake tranše naznačen u važećem Obavještenju o isplati.

“**Period otplate glavnice**” označava, u pogledu svake tranše, period koji teče od njenog Datuma isplate do njenog Datuma dospjeća.

“**Zabranjene prakse**” ima značenje naznačeno u tački 0.

“**Projekat**” označava program kvalifikovanih Podprojekata utvrđenih u Dodatku I koji će djelimično biti finansiran kreditom odobrenim od strane Administrativnog savjeta RBSE, sa pozivom na broj LD 1948 posredstvom pod-kredita za Krajnje Zajmoprimce.

“**Referentna stopa**” označava EURIBOR za tranšu u Promjenljivoj kamatnoj stopi koja je denominirana u eure.

“**Sredstvo obezbjeđenja**” označava bilo koji sporazum ili aranžman kojim se kreira povlašćeni položaj, povlašćeno pravo plaćanja, kolateral ili garancija bilo koje prirode kojim bi mogla da se dodijele veća prava trećim licima.

“**Slučaj akcionarstva**” označava bilo koju situaciju u kojoj Republika Crna Gora prestaje da direktno ili indirektno posjeduje stotinu procenata (100%) emitovanog osnovnog kapitala Zajmoprimca.

“**Raspon**” označava, u vezi s Tranšama Promjenljive kamatne stope, fiksni raspon Referentne stope (koja je plus ili minus) naznačen u osnovnim tačkama važećeg Obavještenja o isplati.

“**Pod-kredit**” označava kredit koji Zajmoprimac odobrava Krajnjem Zajmoprimcu.

“**Ugovor o pod-kreditu**” označava ugovor o kreditu i povezani dokumentaciju između Zajmoprimca i Krajnjeg Zajmoprimca.

“**Pod-projekat**” označava kvalifikovanu investicionu šemu koja se finansira u okviru Projekta.

“**Izvještaj o identifikaciji pod-projekta**” ima značenje naznačeno u tački 0.

“**Tranša**” označava iznos koji je isplaćen ili će biti isplaćen iz kredita.

1.2. Konstrukcija

Ukoliko to kontekst ne zahtijeva drugačije, pozivanja na :

- (a) ovaj Sporazum tumače se kao pozivanja na ovaj Sporazum koji je dopunjena, izmijenjena i dopunjena ili korigovana s vremena na vrijeme;
- (b) "članovi", "tačke" i "uvodne napomene" tumače se kao pozivanja na članove, tačke i uvodne napomene iz ovog Sporazuma, i
- (c) Riječi koje uvode jedninu obuhvataju i množinu i obratno.

1.3. Naslovi

Naslovi u ovom Sporazumu nemaju pravnog značaja i ne utiču na njegovo tumačenje.

1.4. Zaokruživanje

Za potrebe bilo kakvih obračuna koji se pominju u ovom Sporazumu :

- (a) Svi procenti koji su rezultat takvih obračuna osim onih utvrđenih korištenjem interpolacije, biće zaokruženi, ako je potrebno, na najmanji stoti-hiljaditi procentualni poen (npr. 9.876541% (ili .09876541) biće zaokruženi na 9.87654% (ili .0987654) a 9.876545% (ili .09876545) biće zaokruženi na 9.87655% (ili .0987655));

- (b) Svi procenti utvrđeni korištenjem linearne interpolacije pozivanjem na dvije (2) relevantne Referentne stope biće zaokruženi, ako je potrebno, u skladu sa metodom utvrđenom u pod-odjelu (a) iznad, ali do istog stepena tačnosti kao dvije (2) stope koje se koriste za određivanje (osim što ti procenti neće biti zaokruženi na manji stepen tačnosti od najbližeg hiljaditog procentualnog poena (0.001%)); i
- (c) Svi valutni iznosi koji se koriste ili su rezultat gore navedenih obračuna zaokružuju se, ukoliko to nije drugačije naznačeno u relevantnoj definiciji Valute, na dva najbliža decimalna mesta u relevantnoj valuti (sa .005 koji se zaokružuje na gore (npr .674 se zaokružuje na .67 a .675 se zaokružuje na .68).

2. USLOVI

Kredit se odobrava pod opštim uslovima Kreditnih propisa i pod posebnim uslovima Sporazuma.

3. SVRHA

RBSE dodjeljuje Zajmoprimcu, koji ga prihvata, Kredit, isključivo za potrebe finansiranja Projekta koji je opisan u Dodatku 1 ovog dokumenta.

Svaka promjena u načinu primjene Kredita za koju nije dobijeno odobrenje RBSE predstavlja slučaj u smislu Člana 3.3 (h) Kreditnih propisa i može dovesti do prijevremene otplate, obustave ili poništenja Kredita prema uslovima Članova 3.3 (*Prijevremena otplata isplaćenih kredita*), 3.5 (*Obustava neisplaćenih kredita od strane banke*) i 3.6 (*Poništenje neisplaćenih kredita od strane banke*) Kreditnih propisa.

4. FINANSIJSKI USLOVI

4.1. Iznos kredita

Iznos kredita je :

TRIDESET MILIONA EURA

30 000 000 Eura

4.2. Iznos isplate

Kredit se isplaćuje u minimalno tri (3) Tranše.

Iznos svake Tranše utvrđuje se na osnovu kapaciteta apsorpcije Zajmoprimca. Iznos prve Tranše ne prelazi trideset procenata (30 %) Iznosa kredita.

4.3. Postupak isplate

Ispłata svake Tranše određuje se uz pomoć sljedećeg postupka :

(a) Zahtjev za isplatom

Prije svake isplate, Zajmoprimac dostavlja RBSE zahtjev za isplatom koji je u značajnoj mjeri u formi utvrđenoj u Dodatku 3 ovog dokumenta (u daljem tekstu "**Zahtjev za isplatom**").

Zahtjev za isplatom naznačava predložene :

- (i) Valutu(e) i iznos(e) za Tranšu;
- (ii) Datum isplate; gdje je taj Datum isplate radni dan koji pada najmanje pet (5) Radnih dana ali najkasnije dvadeset (20) Radnih dana nakon dana dostavljanja Zahtjeva za isplatom;

- (iii) Datum(i) otplate glavnice, uključujući Datum dospjeća, uzimajući u obzir da Period otplate glavnice za svaku Tranšu ne prelazi sedam (7) godina, uključujući i grejs period koji nije duži od dvije (2) godine;
- (iv) Maksimalnu Fiksnu kamatnu stopu ili maksimalni Raspon za Referentnu stopu;
- (v) Kamatni period i Datume plaćanja kamate;
- (vi) Konvenciju o izračunavanju dana i radnih dana; i
- (vii) Račun Zajmoprimca za plaćanja.

Svaki Zahtjev za isplatom koji se dostavlja RBSE je neopoziv, ukoliko to RBSE ne dogovori drugačije u pisanoj formi.

(b) Obavještenje o isplati

Ako RBSE dobije Zahtjev za isplatom koji je uskladen sa uslovima Zahtjeva za isplatom koji su utvrđeni u tački 0(a) iznad, i ako je Zajmoprimac ispunio sve ostale relevantne Uslove za isplatu kako su definisani u tački 0(*Uslovi isplate*) ispod, RBSE dostavlja Zajmoprimcu Obavještenje o isplati koje je u značajnoj mjeri u formi utvrđenoj u Dodatku 3 ovog dokumenta (u daljem tekstu "**Obavještenje o isplati**"). Svako Obavještenje o isplati dostavlja se najmanje dva (2) radna dana prije predloženog Datuma isplate.

Obavještenje o isplati naznačava :

- (i) Valutu(e) i iznos (e) za Tranšu;
- (ii) Datum isplate;
- (iii) Period otplate glavnice i Datum(i) otplate glavnice, uključujući Datum dospjeća;
- (iv) Fiksna kamatna stopa ili Raspon prema Referentnoj stopi;
- (v) Kamatni period i Datumi plaćanja kamate;
- (vi) Konvencija o broju dana za izračunavanje prirasta kamate i radnih dana; i
- (vii) Račune Zajmoprimca i RBSE za plaćanje.

Ako je Zajmoprimac dostavio RBSE Zahtjev za isplatom u kojem Zajmoprimac nije predložio Fiksnu kamatnu stopu ili Promjenljivu kamatnu stopu, smatra se da je Zajmoprimac saglasan sa onom koju je RBSE naknadno naznačila u Obavještenju o isplati.

Obavještenje o isplati koje se podudara sa elementima uključenim u Zahtjevu za isplatom čini neopozivu i bezuslovnu obavezu na strani Zajmoprimca da će od RBSE pozajmiti, a na strani RBSE da će Zajmoprimcu isplatiti Tranšu pod uslovima naznačenim u Obavještenju o isplati.

Bez obzira na gorenavedeni, ako RBSE ne dostavi Obavještenje o isplati u roku od dvadeset (20) Radnih dana po prijemu Zahtjeva za isplatom, relevantni Zahtjev za isplatom se smatra poništenim.

4.4. Rok isplate

Ukoliko nije drugačije dogovoren u pisanoj formi od strane RBSE, Zajmoprimac nema pravo da:

- (a) da izda Zahtjev za isplatom za prvu Tranšu kasnije od dvanaest (12) mjeseci nakon Datuma stupanja na snagu;
- (b) da izda bilo koji drugi Zahtjev za isplatom kasnije od osamnaest (18) mjeseci nakon poslednje isplate; ili
- (c) da izda bilo koji drugi Zahtjev za isplatom kasnije od Datuma završetka naznačenog u Dodatku 1 ovog dokumenta.

4.5. Uslovi isplate

- (a) Preduslovi za Zahtjev za isplatom za prvu Tranšu:
- (i) Pravno mišljenje na engleskom jeziku koje izdaju eksterni pravni savjetnici Zajmoprimca u kojem potvrđuju na zadovoljstvo RBSE, značajno u formi koja je utvrđena u Dodatku 2 ovog dokumenta, da (i) su Sporazum uredno potpisali ovlašćeni zastupnici Zajmoprimca i da je Sporazum važeći, obavezujući i primjenljiv u skladu sa njegovim uslovima u nadležnosti Zajmoprimca; i (ii) da je Kredit obezbijeden sredstvima neopozive, bezuslovne i neograničene garancije Republike Crne Gore.
 - (ii) Dokaz na engleskom jeziku (*npr. Statut, Odluka, Punomoćje, itd.*) na zadovoljstvo RBSE, o licu(ima) koje je ovlašćeno da potpiše Sporazum i Zahtjev za isplatom u ime Zajmoprimca, kao i ovjereni karton deponovanih potpisa tog lica (tih lica).
 - (iii) Bilo koji drugi uslov naznačen u Dodatku 1 (“Posebni uslovi”).
- (b) Preduslovi za bilo koji naredni Zahtjev za isplatom:
- (i) U slučaju da je došlo do izmjene vezane za lice(a) ovlašćeno da potpiše Zahtjev za isplatom u ime Zajmoprimca, Zajmoprimac dostavlja RBSE ažurirane dokaze o licu(ima) ovlašćenom da potpiše odgovarajući Zahtjev za isplatom u ime Zajmoprimca, kao i ovjerene kartone deponovanih potpisa tog lica (tih lica)
 - (ii) Globalni izvještaj o monitoringu koji, na zadovoljstvo RBSE, potvrđuje Dodjelu od sto procenata ((100)%) prethodne Tranše.
 - (iii) Bilo koji drugi uslov naznačen u Dodatku 1 (“Posebni uslovi”).

4.6. Otplata

Na bilo koji Datum otplate glavnice, Zajmoprimac otplaće glavnici svake dospjele Tranše na taj Datum otplate glavnice, u skladu sa uslovima utvrđenim u važećem Obavještenju o isplati.

4.7. Prijevremena otplata

(a) Mehanika

Ako bi u bilo kom slučaju naznačenom u ovom Sporazumu, a pozivajući se na ovu tačku, Zajmoprimac morao da prije dospjeća uplati čitavu ili dio Tranše, Zajmoprimac daje najmanje jedan (1) mjesec unaprijed pisano saopštenje RBSE (u daljem tekstu “**Obavještenje o prijevremenoj uplati**”) u kojem naznačava iznose koje treba otplatiti, datum kada će se ona izvršiti (u daljem tekstu “**Datum prijevremene uplate**”) i, nakon prethodno održanih konsultacija sa RBSE, maksimalne Troškove prijevremene uplate. Datum prijevremene uplate pada na Dan plaćanja kamate, ako nije drugačije dogovoreno s RBSE u pisanoj formi.

Po prijemu Obavještenja o prijevremenoj uplati, RBSE šalje pisano obavještenje Zajmoprimcu (u daljem tekstu “**Potvrda prijevremene uplate**”), najkasnije pet (5) Radnih dana prije Datuma uplate, ukazujući na dospjelu obračunatu kamatu i Troškove prijevremene uplate u skladu sa tačkom 0(b).

Potvrda prijevremene uplate koja se poklapa sa elementima sadržanim u Obavještenju o prijevremenoj uplati čini neopozivu i bezuslovnu obavezu na strani Zajmoprimca da uplati relevantne iznose RBSE pod uslovima naznačenim u Potvrdi prijevremene uplate.

Ako Zajmoprimac djelimično uplati Tranšu, uplaćeni iznos se primjenjuje pro rata na svaku neplaćenu uplatu glavnice. U takvom slučaju, Potvrda prijevremene uplate shodno tome uključuje usklađeni raspored otplate koji je obavezujući za Zajmoprimca.

(b) Troškovi prijevremene uplate

Troškove prijevremene uplate koji su rezultat prijevremene uplate u skladu sa tačkom 0(a) određuje RBSE na osnovu troškova na njega za preraspodjelu iznosa koji će biti uplaćen od Datuma prijevremene uplate do Datuma dospjeća, uključujući sve povezane troškove, kao što su preuređenje svih osnovnih hedžing aranžmana. Troškovi preraspodjele utvrđuju se na osnovu razlike između originalne stope i preraspodijeljene stope, koju utvrđuje RBSE na osnovu uslova tržišta na datum Obavještenja o prijevremenoj uplati.

4.8. Određivanje kamate

Zajmoprimac plaća kamatu na glavnicu svake Tranše koja s vremenom na vrijeme dospijeva tokom svakog kamatnog perioda po Fiksnoj kamatnoj stopi/Promjenljivoj kamatnoj stopi naznačenoj u važećem Obavještenju o isplati.

Kamata se (i) obračunava od i uključujući prvi dan Kamatnog perioda do, ali isključujući poslednji dan tog Kamatnog perioda; i (ii) dospijeva i platila je na Datume plaćanja kamate naznačene u važećem Obavještenju o isplati. Kamata se računa na osnovu Konvencije obračuna dana koja je naznačena u relevantnom Obavještenju o isplati.

U slučaju Tranši sa Promjenljivom kamatnom stopom, RBSE određuje na svaki Datum određivanja kamate kamatnu stopu koja će se primjenjivati tokom relevantnog Kamatnog perioda u skladu sa Sporazumom i o tome bez odlaganja obavještava Zajmoprimca. Svako njen određivanje od strane RBSE smatra se konačnim, zaključnim i obavezujućim za Zajmoprimca osim ako Zajmoprimac ne pokaže, na zadovoljstvo RBSE, da bilo koje takvo određivanje uključuje očiglednu grešku.

4.9. Stopa zatezne kamate

U slučaju da Zajmoprimac ne plati, u cijelosti ili djelimično, bilo koji iznos iz Sporazuma, i bez obzira na sve ostale nadokande dostupne RBSE prema Sporazumu ili inače, Zajmoprimac će platiti kamatu na te neplaćene iznose od datuma dospjeća do datuma prijema takve uplate od strane RBSE po godišnjoj kamatnoj stopi koja je jednaka jednomjesečnom EURIBOR-u kotiranom na dan dospjeća plus dvije stotine i pedeset osnovnih bodova (250 bps) (u daljem tekstu "**Stopa zatezne kamate**").

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

4.10. Slučaj poremećaja na tržištu

RBSE će bez odlaganja, po saznanju, obavijestiti Zajmoprimca da je došlo do slučaja poremećaja na tržištu.

Za potrebe ovog Sporazuma, "**Slučaj poremećaja na tržištu**" odnosi se na sljedeće okolnosti:

- (a) Stranica Reuters na koju se poziva u definiciji EURIBOR-a ne ukazuje na potrebne detalje ili nije dostupna.

U takvom Slučaju poremećaja na tržištu, važeći EURIBOR je godišnji procenat određen od strane RBSE da bude aritmetička sredina stopa po kojima se nude krediti u eurima, u iznosu koji je identičan ili najbliže uporediv sa iznosom predmetnog kredita i za period koji je identičan ili najbliže uporediv sa relativnim Kamatnim periodom, na Datum utvrđivanja kamate kod tri (3)vodeće banke na EU međubankarskom tržištu, odabrane od strane RBSE. Ako su nabavljene najmanje dvije (2)ponude, važeći EURIBOR za taj Datum utvrđivanja kamate biće aritmetička sredina svih dostavljenih ponuda.

Ako je obezbijeđena samo jedna (1) ponuda ili nijedna, važeći EURIBOR biće godišnji procenat koji je odredila RBSE da bude aritmetička sredina stopa u kojima se daju krediti u eurima, u iznosu koji je identičan ili najbliže uporediv sa iznosom predmetnog kredita i na period koji je identičan ili najbliže uporediv relativnom Kamatnom periodu, drugog radnog dana nakon početka relevantnog Kamatnog perioda od strane glavnih banaka na EU međubankarskom tržištu, koje izabere RBSE.

(b) RBSE određuje da nije moguće utvrditi važeću Referentnu stopu u skladu sa stavom (a) gore.

U takvom slučaju poremećaja na tržištu, važeća Promjenljiva kamatna stopa se zamjenjuje stopom koja se izražava kao godišnji procenat cijene RBSE finansiranja Kredita, iz kojeg god izvora je RBSE može opravdano odabratи.

(c) U bilo koje vrijeme između dostavljanja Obavještenja o isplati i Datuma isplate RBSE opravdano određuje da postoje izuzetne i neočekivane okolnosti ekonomске, finansijske, političke ili druge eksterne prirode koje negativno utiču na RBSE pristup svojim izvorima finansiranja.

U svakom slučaju poremećaja tržišta, RBSE ima pravo da bez ikakve nadoknade otkaže raspoređenu isplatu.

U slučaju poremećaja na tržištu utvrđenih pod statkama (a) i (b) iznad:

- (i) Ako Zajmoprimac to zahtijeva, strane, postupajući u dobroj vjeri, ulaze u pregovore za period od ne više od trideset (30) kalendarskih dana kako bi se dogovorile o opciji za važeći EURIBOR. Ako se ne postigne sporazum, Zajmoprimac može da nastavi s prijevremenom isplatom na sljedeći Datum otplate kamate pod uslovima utvrđenim u tački 0.
- (ii) RBSE ima pravo, postupajući u dobroj vjeri i u dogovoru sa Zajmoprimcem u mjeri u kojoj je to moguće, da promijeni trajanje svakog narednog Kamatnog perioda na trideset (30) kalendarskih dana ili manje slanjem obavještenja o tome Zajmoprimcu. Svaka takva promjena Kamatnog perioda stupa na snagu na datum koji RBSE navodi u tom saopštenju.

Ako RBSE odredi da relevantni Slučaj poremećaja na tržištu više ne postoji, onda se, shodno bilo kom daljem Slučaju poremećaja na tržištu koji se javi ili postoji, Promjenljiva kamatna stopa i/ili Kamatni period koji važi za bilo koju Tranšu vraća, od prvog dana sljedećeg Kamatnog perioda na računanje u skladu sa Promjenljivom kamatnom stopom i Kamatnim periodom navedenim u relevantnom Obavještenju o isplati.

4.11. Plaćanja

Svi iznosi koje Zajmoprimac duguje po ovom Sporazumu plaćaju se u valuti svake Tranše na račun RBSE naveden u važećem Obavještenju o isplati. Svako plaćanje po ovom Sporazumu vrši se na radni dan koji je predmet Konvencije modifikovanog sljedećeg radnog dana. Svako plaćanje se smatra izvršenim kada RBSE dobije taj iznos na svoj račun.

Zajmoprimac ili banka po nalogu Zajmoprimca, što može biti slučaj, šalje pisano obavještenje o plaćanju RBSE-u najmanje pet (5) Radnih dana prije plaćanja bilo kog dospjelog iznosa iz ovog Sporazuma.

5. IMPLEMENTACIJA PROJEKTA

Zajmoprimac implementira Projekat u skladu sa Sporazumom.

Nepoštovanje obaveza za implementaciju Projekta koje su utvrđene ovim dokumentom u Članu 5 čini, bez obzira na bilo koju drugu važeću odredbu Kreditnih propisa, slučaj u smislu Člana 3.3 (h) Kreditnih propisa i može da dovede do (i) relevantnog izdatka [izdatak podprojekta/ugovora] koji je proglašen neprihvatljivim za Dodjelu prema Projektu; i/ili (ii) prijevremene isplate, obustave ili poništenja Kredita, u cijelosti ili djelimično, prema uslovima Članova 3.3 (*Prijevremena otplata isplaćenih kredita*), 3.5 (*Obustava neisplaćenih kredita od strane banke*) i 3.6 (*Poništenje neisplaćenih kredita od strane banke*) iz Kreditnih propisa.

5.1. Obaveza pažnje

Zajmoprimac primjenjuje svu brigu i pažnju i koristi sva sredstva koja se uobičajeno koriste (uključujući, ali se ne ograničavajući na pravna, finansijska, upravljačka i tehnička sredstva) koja su potrebna za propisnu implementaciju Projekta.

5.2. Period dodjele

Zajmoprimac dodjeljuje svaku Tranšu u Projektu u roku od dvanaest (12) mjeseci nakon relevantnog Datuma isplate ("Period dodjele").

Ako Tranša isplaćena od strane RBSE nije dodijeljena Projektu ili mu je samo djelimično dodijeljena u okviru Perioda dodjele, Zajmoprimac mora uplatiti nedodijeljene iznose RBSE-u u skladu sa tačkom 0.

Ako:

- (a) Je podprojekat neprihvatljiv ili se njime krše obaveze označene u tački 0; ili
- (b) Je pod-kredit, u cijelosti ili djelimično, dobrovoljno ili inače, otkazao ili unaprijed platio Krajnji Zajmoprimac

Zajmoprimac dodjeljuje odgovarajući dio Kredita drugim pod-kreditima u mjeri u kojoj je to moguće s obzirom na preostalu dospjelost odgovarajuće Tranše. U slučaju ponovne dodjele, RBSE zadržava pravo da od Zajmoprimca zatraži izvještaj o takvoj preraspodjeli sredstava.

5.3. Troškovi projekta

Prihodi kredita raspoređuju se pod prihvatljive troškove pod-projekata kako je to definisano u Dodatku 1. Ukupni prihvatljivi troškovi pod-projekata kojima je Tranša dodijeljena ne prelaze pedeset procenata (50 %) ukupnog iznosa relevantne Tranše.

5.4. Uslovi pod-kredita

Zajmoprimac osigurava da se za svaki Ugovor o pod-kreditu (ili posebnom obavezujućom izjavom) Krajnji Zajmoprimac obavezuje da će:

- (d) Koristiti pod-kredit za implementaciju dotičnih pod-projekata;
- (e) Da će se uskladiti sa obavezama koje nastaju iz tačaka 0 (*Nabavka*), 0 (*Životna sredina*), 0(*Ljudska prava*) i 0(*Integritet*);
- (f) Dobiti sva relevantna prava na nekretnine, dozvole i ovlašćenja.
- (g) Da će održavati, popravljati, remontovati i obnavljati svu imovinu koja čini dio Pod-projekta, onako kako je to potrebno da bi bila u dobrom radnom stanju;
- (h) Omogućiti osoblju RBSE-a ili određenim trećim licima da posjete relevantne lokacije pod-projekta/izvođače, instalacije i radove, da sprovedu sve one provjere koje žele i obezbijediti im sve potrebne informacije i asistenciju u te svrhe;
- (i) Poštovati sve ostale zahtjeve naznačene u Dodatku 1 ("Posebni uslovi"); i
- (j) Otplatiti unaprijed i po dospjeću pod-kredit u slučaju nepoštovanja gore navedenih obaveza.

Zajmoprimac se obavezuje da (i) u mjeri u kojoj je to moguće uskladi datum dospjeća pod-kredita sa Datumom dospjeća relevantne Tranše; i (ii) da uzme u obzir prednosti koje je dobio zbog finansiranja RBSE-a i prenese tu prednost Krajnjim korisnicima, uzimajući u obzir činjenicu da se može primijeniti marža međusobne medijacije za pokrivanje rizika i troškova upravljanja.

5.5. Nabavka

Nabavka robe, radova i usluga iz bilo kog pod-projekta mora biti usklađena sa relevantnim zakonima o nabavci, ako je primjenljivo. Inače, Krajnji korisnici koriste metode nabavke kojima osiguravaju pouzdano sticanje robe, radova i usluga po pravednim tržišnim cijenama i na rentabilan način.

5.6. Ekološke i socijalne mjere zaštite

Pod-projekti su usaglašeni sa zahtjevima utvrđenim u Politici ekoloških i socijalnih mjera zaštite. [naročito, ako je za bilo koji Pod-projekat potrebna Procjena uticaja na životnu sredinu (EIA) u skladu sa Politikom zaštite životne sredine, Zajmoprimac će tražiti prethodno odobrenje RBSE-a.

5.7. Ljudska prava

Pod-projekti ne vode kršenju (i) Evropske Konvencije o ljudskim pravima; ili (ii) Evropske Socijalne povelje.

5.8. Integritet

Zajmoprimac se obavezuje:

- (a) Da će pokrenuti i nakon toga poštovati interne politike, procedure i kontrole, u skladu sa važećim zakonima i međunarodnim najboljim praksama, za potrebe sprečavanja Zajmoprimca da postane instrument za pranje novca ili finansiranju terorizma; naročito, što se tiče finansiranja terorizma, on će osigurati da ni jedna transakcija ne bude zaključena niti će ona biti u korist bilo kojeg pojedinca ili institucije koja se nalazi na listi sankcionisanih lica koju je objavio Savjet bezbjednosti Ujedinjenih Nacija ili njegovi odbori shodno Rezolucijama Savjeta bezbjednosti 1267 (1999), 1373 (2001) (dostupne na: [atwww.un.org/terrorism](http://www.un.org/terrorism)), koje se ažuriraju s vremena na vrijeme, i/ili Savjet EU shodno svojim Zajedničkim stavovima 2001/931/CSFP i 2002/402/CSFP i njihovim povezanim ili sljedbeničkim rezolucijama i/ili aktima za implementaciju; i
- (b) Da neće počiniti, i da ni jedna osoba neće počiniti, uz njegov pristanak ili prethodno znanje, u vezi sa implementacijom Projekta ili izvršenja bilo kog ugovora u okviru Pod-projekta, bilo koje koruptivne, prevarne, prinudne ili tajne prakse (u daljem tekstu se zajedno sa pranjem novca i finansiranjem terorizma pominju kao **“Zabranjene prakse”**).

Za potrebe ovog Sporazuma:

- (i) **“Koruptivna praksa”** označava nuđenje, davanje, primanje ili traženje, direktno ili indirektno, bilo čega od vrijednosti da bi se neprimjereno uticalo na postupanje druge strane.
- (ii) **“Prevarna praksa”** označava bilo koju radnju ili propust, uključujući lažno predstavljanje, koje svjesno ili nenamjerno dovodi u zabludu, ili pokušava dovesti u zabludu, stranu da ostvari finansijsku ili drugu korist, ili da izbjegne obavezu.
- (iii) **“Prinudna praksa”** označava nanošenje štete ili povređivanje, ili prijetnju kojom se direktno ili indirektno nanosi šteta bilo kojoj strani ili imovini te strane kako bi se neprikladno uticalo na radnje te strane.
- (iv) **“Tajna praksa”** je dogovor između dvije ili više strana osmišljen da se postigne neprikladan cilj, uključujući neprikladno uticanje na radnje druge strane.

Zajmoprimac se obavezuje da će informisati RBSE ukoliko sazna za bilo koju radnju ili informaciju koje ukazuju na počinjenje bilo koje takve Zabranjene prakse.

Zajmoprimac se obavezuje:

- (i) da blagovremeno preduzme takvu radnju koju RBSE može opravdano zahtijevati kako bi ispitao i/ili prekinuo sve navodne ili sumnjive Zabranjene prakse;
- (ii) da informiše RBSE o preduzetim mjerama za traženje naknade štete od lica koja su odgovorna za bilo kakav gubitak koji rezultira iz bilo kakve Zabranjene prakse; i
- (iii) da olakša bilo koju istragu koju RBSE može srovesti po pitanju bilo koje takve radnje.

Glavni direktor za usklađenost kod Zajmoprimca odgovoran je za ostvarivanje kontakata sa RBSE za potrebe ove tačke.

5.9. Vidljivost

Zajmoprimac informiše Krajnje korisnike da se Pod-projekat djelimično finansira od strane RBSE putem odgovarajućih sredstava komunikacije, kao što su posvećena obavještenja na relevantnim Internet stranicama, saopštenja za štampu, brošure ili izlaganja plakata/tabli na relevantnim lokacijama/objektima pod-projekta. U svakom slučaju, informacije date Krajnjim korisnicima prikazuju na odgovarajući način ime i logotip RBSE-a.

6. MONITORING

6.1. Izvještavanje

(a) Izvještaj o identifikaciji pod-projekta

Zajmoprimac šalje RBSE-u na odobrenje obrazac kojim identificuje svaki Pod-projekat za koji je dodijeljena Tranša (u daljem tekstu "**Izvještaj o identifikaciji Pod-projekta**"). Zajmoprimac šalje RBSE-u Izvještaj o identifikaciji Pod-projekta za svaku Tranšu (i) u okviru Perioda dodjeljivanja ; ili (ii) prije bilo kog daljeg Zahtjeva za isplatom, koji god dolazi ranije.

DODATAK 4 ovog Sporazuma pruža obrazac kojim se navode minimalne informacije potrebne od strane RBSE da bi potvrdila prihvatljivost Pod-projekta u skladu s kriterijumima utvrđenim u Dodatku 1. Alternativni formati koji sadrže iste informacije se takođe mogu koristiti.

U slučaju da bilo koji Pod-projekat za koji je dodijeljena Tranša ne poštuje kriterijume prihvatljivosti utvrđene u Dodatku 1 ili Krajnji Zajmoprimac ne poštuje obaveze utvrđene u tački 0, Zajmoprimac blagovremeno dodjeljuje relevantne iznose drugim Pod-projektima ili inače nadoknađuje te nedodijeljene iznose RBSE-u u skladu sa Tačkom 0.

(b) Globalni izvještaj o monitoringu

Zajmoprimac šalje RBSE-u izvještaj o napretku (u daljem tekstu "**Globalni izvještaj o monitoringu**") (i)jednom godišnje, do potpune Dodjele isplaćenih Tranši ; i (ii) prije bilo kakvog Zahtjeva za isplatom, koji god dolazi ranije.

Dodatak 5 ovog dokumenta obezbjeđuje obrazac koji navodi minimalne informacije koje zahtijeva RBSE. Alternativni formati koji sadrže iste informacije se takođe mogu koristiti.

6.2. Posjete

Zajmoprimac se obavezuje da će prijatno primati posjete u svrhu monitoringa/tehničke/procjenjivačke posjete, uključujući i olakšavanje pristupa relevantnim lokacijama Pod-projekta/izvođačima koje obavljaju zaposleni u RBSE ili određena treća lica.

6.3. Revizija

Ako Zajmoprimac ne ispoštuje bilo koju od svojih obaveza iz Sporazuma Zajmoprimac se obavezuje da će prijatno primiti sve revizije na terenu koje obavljaju zaposleni u RBSE ili određena treća lica, a koje su o trošku Zajmoprimca.

6.4. Informacije o projektu

Zajmoprimac mora voditi računovodstvene evidencije o Projektu koje moraju biti usaglašene sa međunarodnim standardima, pokazujući, u bilo kojem trenutku, stanje napretka u Projektu i koja mora evidentirati sve obavljene poslove i identifikovati imovinu i usluge djelimično finansirane Kreditom.

Zajmoprimac blagovremeno dostavlja RBSE-u sve informacije ili dokumenta koji se tiču finansiranja ili implementacije (uključujući posebno životnu sredinu i pitanja nabavki) Projekta, kako to RBSE može opravdano zahtijevati.

Zajmoprimac odmah informiše RBSE o svakom slučaju koji može imati materijalno štetan uticaj na implementaciju Projekta, uključujući, ali se ne ograničavajući na:

- (i) bilo koju radnju ili pokrenuti protest ili neki prigovor koji pokreće neko treće lice ili bilo kakvuistinsku žalbu primljenu od strane Zajmoprimca ili bilo koji materijalni spor koji je započet ili je zaprijećen protiv njega u vezi sa nabavkom ili životnom sredinom ili drugim pitanjima koja se tiču projekta; i
- (ii) bilo koje donošenje ili bilo koje izmjene i dopune bilo kog zakona, propisa ili pravila (ili u primjeni ili zvaničnom tumačenju bilo kojeg zakona, pravilnika ili propisa).

Bilo koji događaj koji može imati materijalno štetan uticaj na implementaciju Projekta bio bi događaj u smislu Člana 3.3 (h) Kreditnih propisa i može dovesti do prijevremene isplate, obustave ili poništenja Kredita pod uslovima Članova 3.3 (*Prijevremena uplata isplaćenih kredita*), 3.5 (*Obustava neisplaćenih kredita od strane banke*) i 3.6 (*Poništenje neisplaćenih kredita od strane banke*) Kreditnih propisa.

6.5. Informacije o Zajmoprimcu

Zajmoprimac dostavlja RBSE-u (i) svoje godišnje izvještaje čim oni postanu dostupni ali najkasnije 180 dana od završetka svake finansijske godine i (ii) (kada se ovi drugi izvještaji objave) svoje polugodišnje i kvartalne izvještaje, čim oni postanu dostupni, ali najkasnije devedeset (90) dana za polugodišnje izvještaje i šezdeset (60) za kvartalne izvještaje nakon završetka svakog računovodstvenog semestra i kvartala.

Zajmoprimac odmah informiše RBSE o svakom Akcionarskom događaju ili svakoj Materijalno štetnoj promjeni. Svaki Akcionarski događaj ili svaka Materijalno štetna promjena čine događaj u smislu Člana 3.3 (h) Kreditnih propisa i mogu da dovedu do prijevremene otplate, obustave ili poništenja Kredita pod uslovima Člana 3.3 (*Prijevremena uplata isplaćenih kredita*), 3.5 (*Obustava neisplaćenih kredita od strane banke*) i 3.6 (*Poništenje neisplaćenih kredita od strane banke*) Kreditnih propisa.

Činjenica da je, slijedeći bilo koje neizvršenje obaveza u vezi sa ovim dokumentom, Zajmoprimac dužan ili u stanju da bude dužan ili će, nakon isteka bilo kojeg važećeg ugovornog grejs perioda, biti dužan ili biti u stanju da bude dužan da unaprijed plati, otplati ili raskine prije dospjeća bilo koji Dužnički instrument ili bilo koju obavezu u vezi sa nekim Dužničkim instrumentom, poništenim ili obustavljenim, prestavlja događaj u smislu Člana 3.3 (h) Kreditnih propisa i može da dovede do obustave, poništenja ili prijevremene otplate Kredita po uslovima Člana 3.3 (*Prijevremena uplata isplaćenih kredita*), 3.5 (*Obustava neisplaćenih kredita od strane banke*) i 3.6 (*Poništenje neisplaćenih kredita od strane banke*) iz Kreditnih propisa.

7. PARI PASSU

Nepoštovanje odredbi utvrđenih u tekstu ispod u Članu 7 predstavlja slučaj u smislu Člana 3.3(h) Kreditnih propisa i može da dovede do prijevremene otplate, obustave ili poništenja Kredita po uslovima Članova 3.3 (*Prijevremena otplata isplaćenih kredita*), 3.5 (*Obustava neisplaćenih kredita od strane banke*) i 3.6 (*Otkazivanje neisplaćenih kredita od strane banke*) iz Kreditnih propisa.

7.1. Rangiranje

Zajmoprimac obezbjeđuje da se njegove obaveze plaćanja iz ovog Sporazuma rangiraju, i rangiraće se, ne manje od *pari passu* u pogledu prava na plaćanje sa svim drugim sadašnjim i budućim neobezbjedenim i nezavisnim obavezama prema bilo kojem od dužničkih instrumenata, osim za obaveze kojima se obavezno po zakonu daje prioritet za opštu primjenu u društвima.

7.2. Obezbjedenje

Ako se za izvršenje bilo kojeg Dužničkog instrumenta Zajmoprimca odobri sredstvo obezbjeđenja, Zajmoprimac blagovremeno informiše RBSE o svojim namjerama i, ukoliko to RBSE zahtijeva, dostavlja RBSE-u, u roku utvrđenom u RBSE obavještenju, ekvivalentno ili isto sredstvo obezbjeđenja za izvršenje svojih finansijskih obaveza iz ovog Sporazuma.

Ova odredba se ne primjenjuje na sredstvo obezbjeđenja:

- (a) kreirano shodno obaveznim odredbama prava;
- (b) kreirano na imovini u trenutku kupovine isključivo kao garancija za plaćanje kupoprodajne cijene ili za plaćanje duga nastalog za potrebe finansiranja kupovine takve imovine;
- (c) kreirano na imovini koju je stekao Zajmoprimac(putem spajanja ili sticanja) koja je već opterećena prije sticanja od strane Zajmoprimca;
- (d) kreirano u redovnom toku bankarskih transakcija i osiguranja Dužničkog instrumenta koji dospijeva ne duže od jedne (1) godine nakon datuma kojega je originalno nastao.
- (e) kreirano u korist Evropske centralne banke, Nacionalne centralne banke ili međunarodne klirinške organizacije; ili
- (f) prethodno odobreno od strane RBSE.

7.3. Klauzula koja se naknadno unosi

Ako bilo koji od Dužničkih instrumenata Zajmoprimca obuhvata gubitak rejtinga, finansijskih pokazatelja ili pari passu odredbi koje su strožije od bilo koje ekvivalentne odredbe ovog Sporazuma, Zajmoprimac o tome obavještava RBSE i, na njen zahtjev u formi pisanog obavještenja, u roku navedenom u RBSE obavještenju, izvršava izmjenu i dopunu ovog Sporazuma kako bi obezbijedio ekvivalentnu odredbu u korist RBSE.

7.4. Avansno plaćanje trećim licima

Ako Zajmoprimac unaprijed otplati, u cijelosti ili djelimično, dobrovoljno ili na drugi način, bilo koji Dužnički instrument, Zajmoprimac o tome informiše RBSE.

U tom slučaju i na zahtjev RBSE-a, Zajmoprimac otplaće RBSE-u iznose isplaćene prema Kreditu u skladu sa Tačkom 4.7 u onom udjelu koji avansno plaćanje iznosa nosi u Dužničkom instrumentu. Prethodno pomenuto se ne odnosi na avansna plaćanja za revolving kreditne olakšice koje ostaju otvorene za povlačenje pod istim uslovima nakon tog avasnog plaćanja.

8. IZJAVE I GARANCIJE

Zajmoprimac izjavljuje i garantuje da:

- (a) da je registrovan i da obavlja poslove shodno zakonima, uredbama, propisima, statutom i drugim dokumentima koji se na njih primjenjuju;
- (b) da su ga nadležni organi ovlastili da zaključuje Sporazum i da je potpisniku (cima) dali ovlašćenje za to, u skladu sa zakonima, uredbama, propisima, statutom i drugim dokumentima koji se na njih primjenjuju;
- (c) da izvršenjem i pružanjem, izvršenjem svojih obaveza prema i u saglasnosti sa ovim Sporazumom ne:
 1. krši niti je u sukobu sa bilo kojim mjerodavnim zakonom, statutom, pravilom ili propisom, ili bilo kojom sudskom odlukom, rješenjem ili dozvolom čiji je on predmet;

2. ne krši niti je u sukobu sa bilo kojim sporazumom ili drugim Dužničkim instrumentom obavezujućim za njega, za koji se opravdano može očekivati da mogu dovesti do Materijalno štetne promjene;
- (d) da ne postoji nijedan događaj ili okolnost koja je neriješena a koja predstavlja neizvršenje obaveza iz nekog drugog sporazuma ili Dužničkog instrumenta, koji je obavezujući za njega ili čiji predmet je njegova imovina, od kojeg bi se opravdano moglo očekivati da izazove Materijalno štetnu promjenu;
 - (e) da trećem licu nije odobreno nikakvo sredstvo obezbjeđenja zbog kršenja tačke 0;
 - (f) da nikakva parnica, arbitraža ili administrativni postupak pred nekim sudom, arbitražnim sudom ili agencijom a od kog bi se opravdano moglo očekivati da rezultira Materijalno štetnom promjenom (po njegovom najboljem saznanju i vjerovanju) nije započet niti se očekuje protiv njega;
 - (g) da je dobio kopiju Kreditnih propisa, Kreditne politike, Ekoloških i socijalnih mjera zaštite i Smjernica nabavke i da ih je uzeo u obzir.

Gorepomenute izjave i garancije smatraju se ponovljenim na datum potpisivanja svakog Zahtjeva za isplatom. O svakoj promjeni u vezi sa gorenavedenim izjavama i garancijama mora se, u kompletном kreditnom periodu, izvještavati i sva propratna dokumentacija mora se odmah dostaviti RBSE-u.

Ako je bilo koja od gorenavedenih izjava i garancija netačna ili se ispostavi da je bila netačna ili obmanjujuća u bilo kom pogledu, to bi predstavljalo događaj u smislu Člana 3.3 (h) Kreditnih propisa i može da dovede do obustave, poništenja ili prijevremene isplate kredita prema uslovima Člana 3.3 (*Prijevremena uplata isplaćenih kredita*), 3.5 (*Obustava neisplaćenih kredita od strane banke*) i 3.6 (*Poništenje neisplaćenih kredita od strane banke*) Kreditnih propisa.

9. TREĆA LICA

Zajmoprimec ne može pokrenuti nijedno pitanje vezano, u okviru korištenja Kredita, sa njegovim odnosima sa trećim licima kako bi izbjegao ispunjavanje, bilo u cjelini ili djelimično, obaveza koje nastaju po osnovu ovog Sporazuma.

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

10. NEODRICANJE

Ni u kom slučaju, uključujući kašnjenje ili djelimično izvršenje, ne smije se pretpostaviti da se RBSE prečutno odrekao bilo kojeg prava koje mu daje Sporazum.

11. USTUPANJE

Zajmoprimec ne može ustupiti ili prenijeti bilo koja od svojih prava ili obaveza iz Sporazuma bez prethodne pisane saglasnosti RBSE.

RBSE može da ustupi sva ili dio svojih prava i koristi ili prenijeti sva ili dio svojih prava, koristi i obaveza prema Sporazumu.

12. MJERODAVNO PRAVO

Sporazum se reguliše pravilima RBSE kako je to utvrđeno u odredbama Člana 1, stavu 3, Trećeg Protokola (od 6.marta 1959) uz Opšti Sporazum o privilegijama i imunitetima Savjeta Evrope (od 2.septembra 1949) i, drugo, ako je potrebno, francuskim pravom.

13. SPOROVI

Sporovi između strana u Sporazu predmet su arbitraže po uslovima utvrđenim u Poglavlju 4 Kreditnih propisa.

Strane su saglasne da neće koristiti bilo koju privilegiju, imunitet ili zakon pred sudskim ili nekim drugim organom, bilo domaćem ili inotranom, kako bi stavio prigovor na sprovođenje odluke donesene po uslovim utvrđenim u Poglavlju 4 Kreditnih propisa.

U svakoj pravnoj radnji koja nastane iz ovog Sporazuma, RBSE potvrda što se tiče bilo kog dospjelog iznosa ili važeće kamatne stope iz Sporazuma, u odsustvu očigledne greške, biće *prima facie* dokaz tog iznosa ili kamatne stope.

14. OBAVJEŠTENJA

Bilo koje obavještenje ili drugi vid komunikacije koja se obavlja ili dostavlja putem ovog Sporazuma RBSE-u ili Zajmoprimcu u pisanoj je formi i smatra se uredno predatom ili sačinjenom onda kada je dostavljena preporučenom poštom ili faksimilom od jedne strane drugoj strani na adresu ili broj faksa naznačen u tekstu ispod:

Za Zajmoprimca:

Investicione Razvojne Fond Crne Gore
Bulevar Svetoga Petra Cetinskog 126
81 000 Podgorica
Crna Gora

Na ruke: Zoran Vukcevic, Predsjedavajući Odbora direktora
Faks: +382 20 229 571

Za RBSE:

RAZVOJNA BANKA SAVJETA EVROPE
55 Avenue Kléber
75116 Pariz
Francuska

Na ruke: Direktor, Odjeljenje za Projekte
Faks: +33 147553752

Sva obavještenja ili drugi vid komunikacije koja se dostavljaju ili su sačinjena po Sporazu biće na engleskom ili francuskom jeziku ili, na drugom jeziku, biće dostavljena uz ovjereni prevod na engleskom ili francuskom jeziku, u slučaju kada to RBSE zahtijeva.

Bez uticaja na valjanost bilo kojeg obavještenja dostavljenog faksom u skladu sa gore navednim stavovima, kopija svakog obavještenja dostavljenog faksom takođe će se poslati preporučenom poštom relevantnoj strani najkasnije sljedećeg Radnog dana.

Obavještenja izdata od strane zajmoprimca shodno bilo kojoj odredbi ovog Sporazuma će, kada to RBSE zahtijeva, biti dostavljena RBSE-u zajedno sa zadovoljavajućim dokazom o ovlašćenju lica ili više

njih koje je ovlašćeno za potpisivanje takvog obavještenja u ime Zajmoprimca kao i karton deponovanih potpisa takvog lica ili više njih.

15. POREZI I IZDACI

Zajmoprimac će plaćati, u mjeri u kojoj je primjenljivo, sve poreze, obaveze, takse i ostale namete bilo kakve prirode, uključujući taksene marke i naknade za registraciju, koje nastanu iz izvršenja, registracije ili implementacije Sporazuma ili nekog povezanog dokumenta, kao i iz stvaranja, poboljšanja, registracije ili izvršenja bilo kojeg sredstva obezbjeđenja ili garancije koji se zahtijevaju u Sporazumu.

Zajmoprimac snosi sve naknade i troškove (uključujući pravne, stručne, bankarske ili troškove razmjene) nastale u vezi sa (i) pripremom, izvršenjem, poboljšanjem, implementacijom i raskidom ovog Sporazuma ili nekog povezanog dokumenta; (ii) bilo kojim amandmanom, dopunom ili odricanjem u pogledu ovog Sporazuma ili nekog povezanog dokumenta; i (iii) pripremom, izvršenjem, poboljšanjem, upravljanjem i aktiviranjem bilo kojeg sredstva obezbjeđenja koje se zahtijeva po Kreditu.

Bez obzira na gorenavedeni, Član 4.7 (*Troškovi arbitraže*) Kreditni propisi se primjenjuju u vezi troškova arbitraže koji su utvrđeni u Članu 13.

16. ISPLAĆIVANJE

Nakon otplate sve neotplaćene glavnice prema Kreditu, kao i plaćanja svih kamata i drugih troškova koji nastaju iz Sporazuma, uključujući naročito one iznose iz tačke 0 i Člana 15, Zajmoprimac će biti u potpunosti oslobođen svojih obaveza prema RBSE, sa izuzetkom onih utvrđenih u Članu 6 iznad za potrebe moguće procjene Projekta, koja se neće obaviti kasnije od [dvije 2)/četiri (4)] godine nakon otplate sve neplaćene glavnice po Kreditu.

17. STUPANJE NA SNAGU

Sporazum stupa na snagu nakon što ga Strane potpišu [i izvršenja Garancije/Ugovora o zalozi/Ustupanja prava].

U POTVRDU TOGA, Strane potpisuju ovaj Sporazum u dva (2) originala, od kojih je svaki jednako važeći, i daju svojim dolje naznačenim potpisnicima da parafiraju svaku stranu ovog Sporazuma u njihovo ime. Svaka strana čuva po jedan (1) original.

Podgorica, dana [•].

Za Zajmoprimca

Zoran Vukcevic, Predsjedavajući Odbora direktora

Pariz, dana [•].

Za RBSE

[Guverner/Vice-Guverner]

DODATAK 1

Opis Projekta

I.	LD	1948 (2017)
	Zajmoprimac	Investicijono razvojni fond Crne Gore
	Tip kredita	Kredit za program
	Iznos kredita	EUR 30 000 000
	Odobrenje Administrativnog Savjeta RBSE-a	17.novembar 2017
II.	Sektor(i) aktivnosti	Podrška MSP u kreiranju i očuvanju održivih radnih mesta
	Krajnji Zajmoprimci/ Krajnji korisnici	Krajnji Zajmoprimci su mikro, mala i srednja preduzeća (MSP), kako ih definiše Preporuka Komisije Evropske unije (Preporuka Komisije EU 2003/361/EZ, koja se ažurira s vremena na vrijeme), uključujući one koji se bave zanatskim/preduzetničkim aktivnostima ili imaju mala preduzeća u porodičnom vlasništvu angažovana u nekoj redovnoj ekonomskoj aktivnosti. Osvrćući se na socijalnu stranu Zajmoprimca, RBSE u svojoj podršci prioritet daje MSP-a i onima sa ograničenim, manje povoljnim ili čak bez pristupa kreditu. To naročito obuhvata nova preduzeća i ona koja su u vlasništvu žena, manjinskih grupa i ranjivih grupa. Krajnji korisnici su sadašnji ili budući zaposleni u malim i srednjim preduzećima
	Lokacija	Crna Gora
	Ukupna cijena Projekta	EUR 60 000 000
	Finansijski plan	Očekuje se da RBSE učestvuje sa iznosom od 30 miliona eura, što predstavlja do 50% ukupne cijene. Preostalih 50% biće finansirano iz drugih izvora IRF-a i kapitala privrednih društava. Zajmoprimac osigurava da parcijalno finansiranje od strane RBSE ne prelazi 50% od ukupne cijene Programa.
	Datum završetka	31.decembar 2022
III.	Kriterijum prihvatljivosti	Zajmoprimac usmjerava kredit RBSE-a direktno ili preko finansijskih posrednika. Zajmoprimac se obavezuje: <ul style="list-style-type: none">• Da će Pod-krediti biti ograničeni na iznose do 50,000 eura, gdje je ukupna cijena Pod-projekta do 100,000 eura. IRF predviđa prosjek pod-kredita od oko 30,000 eura.• Pod-projekti počinju manje od dvanaest (12) mjeseci prije datuma isplate Tranše koja im je dodijeljena. Za potrebe Sporazuma, pod-projekti počinju nakon potpisivanja osnovnog Sporazuma o pod-kreditu.

	<p>Svi pod-projekti poštuju sljedeće kriterijume:</p> <p>(k) Osnovna svrha pod-kredita promovisanja kreiranja i očuvanja održivih stalnih i sezonskih poslova olakšavanjem pristupa kreditu.</p> <p>(l) Pod-krediti mogu da finansiraju fiksne produktivne investicije i obrtni kapital.</p>
Lista izuzeća	<p>Sljedeće aktivnosti koje definiše NACE nomenklatura EU biće isključene iz RBSE finansiranja:</p> <ol style="list-style-type: none"> 1. Ekstraktivne industrije (NACE B) osim odjeljka 8 Ostalo rudarstvo i kamenolom (8.1 Vađenje kamena, pjeska i gline; 08.91 Vađenje hemijskih i minerala za đubrivo i 08.92 Vađenje treseta; 08.93 Vađenje soli) 2. Destilovanje, pročišćavanje i miješanje rakija (NACE C11.01) 3. Proizvodnja duvanskih proizvoda (NACE C12) 4. Proizvodnja koksa i rafiniranih naftnih proizvoda (NACE C19) 5. Obrada nuklearnog goriva (NACE C24.46) 6. Proizvodnja oružja i municije (NACE C25.4) 7. Proizvodnja vojnih borbenih vozila (NACE C30.4) 8. Finansijske djelatnosti i djelatnosti osiguranja (NACE K64-66) 9. Poslovanje nekretninama (NACE L68) 10. Kockanje i kladioničarske aktivnosti (NACE R92) 11. Aktivnosti članskih organizacija (NACE S94) 12. Aktivnosti ekstra teritorijalnih organizacija i tijela (NACE U99) <p>Investicioni projekti povezani sa pornografijom i proizvodima koje propisi država članica RBSE-a posmatraju štetnim po zdravlje i životnu sredinu takođe su isključeni.</p>
Prihvatljivi troškovi	RBSE Kredit ne može da se dodijeli za troškove osoblja, kamate ili finansijske namete, indirektne poreze ili negotovinske elemente kao što je amortizacija.

IV. Socijalni uticaj	Cilj Programa je da se crnogorskim malim i srednjim preduzećima olakša pristup finansiranju, koja su inače ograničena u pristupu finansijama trećih lica i da se time doprinese kreiranju novih stalnih i sezonskih poslova. Skoro sve finansijske institucije u Crnoj Gori obezbjeđuju kredite malim i srednjim preduzećima. Međutim, visoki nivo NPL, nasljeđe prethodnih kriznih perioda, dovelo je do toga da su poslovne banke veoma konzervativne. Štedljivi uslovi posuđivanja kod banaka imali su
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implikacije naročito na mikro i male biznise koji su iskusili probleme u pristupu dugoročnim kreditima po povoljnim kamatnim stopama. Predloženi kredit biće usmjeren na mala i srednja preduzeća, koja proporcionalno kreiraju više radnih mesta od većih preduzeća, na taj način osiguravajući veliki socijalni uticaj.

S obzirom na socijalni mandat IRF-a, očekuje se da će veći dio RBSE kredita pomoći malim i srednjim biznisima u sjevernim nerazvijenim regijama države. Nove poslovne aktivnosti u manjim opština u nerazvijenim ruralnim područjima doprineseće poboljšanju uslova života i usporavanju migracije iz manjih gradova i ruralnih oblasti. Osim toga, obezbjeđenjem stimulansa kreditima koji su usmjereni ka mlađim preuzetnicima, ženama u biznisu i novim preduzećima, projekat osigurava važan dodatni socijalni uticaj.

DODATAK 2

Forma pravnog mišljenja (Prijedlog sporazuma o kreditu)

[UNIJETI ZAGLAVLJE]

RAZVOJNA BANKA SAVJETA EVROPE

55, avenue Kléber

F-75116 Pariz

Na ruke: Odjeljenje za Projekte

Cc: Kancelarija Generalnog Savjeta

[UNIJETI DATUM]

Poziv na: Prijedlog sporazuma o kreditu između RAZVOJNE BANKE SAVJETA EVROPE i [•] (Poziv na: L/D [•])

Poštovani gospodine ili gospođo,

Ja/Mi nastupam kao pravni savjetnik/ici po pitanjima [UNIJETI NADLEŽNOST] zakona o [•] ("Zajmoprimac") u vezi sa Prijedlogom sporazuma o kreditu između RAZVOJNA BANKA SAVJETA EVROPE ("RBSE") i Zajmoprimca od [•] koji je stupio na snagu [•] ("Sporazum") i dostavljam ovo mišljenje shodno Članu [•] Sporazuma.

Za potrebe ovog mišljenja ja/mi sam pregledao kopiju Sporazuma i sva ostala dokumenta, akta ili ugovore koja sam/smo smatrao potrebnim ili poželjnim da ispitam kako bih mogao da iskažem ovo mišljenje.

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

Na osnovu gore navedenog ja/mi sam/smo mišljenja da:

- (i) **Status i osnivanje.** Zajmoprimac je [UNESITE OBLIK OSNIVANJA ZAJMOPRIMCA], uredno organizovan i punovažno posluje po zakonima [UNESITE NADLEŽNOST], sa sjedištem na adresi [•], i registrovan je u [UNESITE NAZIV TRGOVAČKOG REGISTRA/REGISTRA PRIVREDNIH DRUŠTAVA] pod registarskim brojem [•].
- (ii) **Sposobnost, ovlašćenje i nadležnost.** Zajmoprimac ima pravnu sposobnost, ovlašćenje i nadležnost da zaključi Sporazum i obavlja svoje obaveze iz njega.
- (iii) **Interne ovlašćenja.** Sve aktivnosti koje se traže od Zajmoprimca radi potpisivanja, predaje i izvršenja ovog Sporazuma, uključujući sva potrebna ovlašćenja od njegovih nadležnih tijela, uredno su i efikasno preduzete. Naročito, od Zajmoprimca se ne zahtijevaju dodatne radnje, osim izvršenja od strane ovlašćenog predstavnika Zajmoprimca, kako bi mogao da izda Zahtjev za isplatom prema Sporazumu.

- (iv) **Konstitutivna dokumenta.** Izvršenjem Sporazuma i izvršenjem obaveza koje on preuzima ovim dokumentom Zajmoprimac ne krši i neće kršiti ili sukobljavati se sa bilo kojom odredbom njegovog [UNIJETI NAZIV KONSTITUTIVNOG DOKUMENTA] ili drugih konstitutivnih dokumenata Zajmoprimca.
- (v) **Zakonita garancija.** Shodno Članu 4 Zakona o Investiciono Razvojnem Fondu Crne Gore A.D. (Službeni list Crne Gore broj 88, od 31.decembra 2009), Sporazum ima koristi od zakonite garancije Republike Crne Gore (“Garancija”). Garancija je neopoziva, bezuslovna, solidarna i pojedinačna i neograničena.
- (vi) **Propisno potpisivanje i važenje.** Sporazum je uredno potpisao [UNESITE IME POTPISNIKA] kao uredno ovlašćeni zastupnik(ci) Zajmoprimca i stvara pravno važeće, obavezujuće i primjenljive obaveze za Zajmoprimca.
- (vii) **Eksterna ovlašćenja, javne saglasnosti i podnesci.** Nisu potrebna nikakva ovlašćenja, saglasnosti, licence, izuzeća, podnesci, notarske ovjere ili registracije u [UNIJETI NADLEŽNOST]u vezi sa potpisivanjem , predajom ili izvršenjem Sporazuma kako bi se kreirale pravno valjane, obavezujuće i izvršne obaveze za Zajmoprimca i kako bi Sporazum bio prihvatljiv kao dokaz u [UNIJETI NADLEŽNOST].
- (viii) **Obaveze za porez/takse.** Izvršenje Sporazuma nije predmet bilo kakvih poreskih ili taksenih obaveza u [UNIJETI NADLEŽNOST].
- (ix) **Izbor prava.** Predaja Zajmoprimca pravilima RBSE koja su naznačena u odredbama Člana 1, stav 3, Trećeg Protokola (od 6.marta 1959) uz Opšti sporazum o privilegijama i imunitetima Savjeta Evrope (od 2.septembra 1949) i sekundarno zakonima Francuske, pravno je valjano i obavezujuće za Zajmoprimca po zakonima [UNIJETI NADLEŽNOST].
- (x) **Arbitraža.** Predaja Zajmoprimca Arbitražnom sudu utvrđenom u Poglavlju 4 RBSE Kreditnih propisa u pogledu bilo kog spora koji nastane iz Sporazuma pravno je valjano i obavezujuće za Zajmoprimca. Bilo koja odluka takvog Arbitražnog tribunala primjenljiva je (UNIJETI NADLEŽNOST] u skladu sa uslovima Člana 3 Trećeg Protokola (od 6.marta 1959) uz Opšti sporazum o privilegijama i imunitetima Savjeta Evrope (od 2.septembra 1949).

S poštovanjem,

[•]

[UNIJETI IME I FUNKCIJU]

DODATAK 3

ZAHTJEV ZA ISPLATOM (OBRAZAC)

LD [•] – [•] Tranša

Što se tiče Prijedloga sporazuma o kreditu od [•] (u daljem tekstu "Sporazum") između Razvojne Banke Savjeta Evrope (u daljem tekstu RBSE) i [Zajmoprimca] (u daljem tekstu "Zajmoprimac"), [ZAJMOPRIMAC] ovim zahtijeva da RBSE, u skladu sa tačkom 0(a) Sporazuma, pristupi isplati Tranše pod posebnim uslovima utvrđenim u tekstu ispod.

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

Valuta/Iznos	[•]				
Datum isplate	[•]				
Period otplate glavnice	[•] godina [uključujući grejs period od [•] godina]				
Datum(i) otplate glavnice	[•]				
Datum dospjeća	[•]				
Kamatna stopa	Fiksna	Maksimalno [•] godišnje			
	Promjenljiva	Referentna stopa [[•]-mjesec EURIBOR/UNIJETI BILO KOJU DRUGU REFERENTNU STOPU] godišnje			
	Raspon	Maksimalno [•] osnovnih poena			
Kamatni period	[Kvartalno] [polugodišnje] u zaostatku				
Datumi plaćanja kamate	Plaćanje kamate vrši se [•] svake godine i po prvi put [•]				
Konvencija izračunavanja dana	Konvencija modifikovanog prvog radnog dana				
Radni dan	[•]				
Račun Zajmoprimca	Ime Zajmoprimca	[•]			
	Banka Zajmoprimca	Naziv	[•]		
		Grad	[•]		
		SWIFT	[•]		
		IBAN	[•]		
	Korespondentna banka(ako primjenljivo)	Referenca	[•]		
		Naziv	[•]		
		Grad	[•]		
		SWIFT	[•]		
		IBAN	[•]		

[•], dana [•].

Za Zajmoprimca
[UNIJETI IME (NA)/FUNKCIJU (JE)]

OBAVJEŠTENJE O ISPLATI (OBRAZAC)

LD [●] – [●] Tranša

U odgovoru na vaš Zahtjev za isplatom kredita od [●] u vezi sa Prijedloga sporazuma o kreditu od [●] (u daljem tekstu "Sporazum") Između RAZVOJNA BANKA SAVJETA EVROPE (u daljem tekstu RBSE) i [ZAJMOPRIMAC] (u daljem tekstu "Zajmoprimac"), RBSE ovim obaveštava Zajmoprimca, u skladu sa Tačkom 0(b) Sporazuma, o uslovima isplate relevantne Tranše.

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

Valuta/Iznos	[●]		
Datum isplate	[●]		
Period otplate glavnice	[●] godina [uključujući grejs period od [●] godina]		
Datum(i) otplate glavnice	[●]		
Datum dospjeća	[●]		
Kamatna stopa	Fiksna	[●] godišnje	
	Promjenljiva	Referentna stopa:	[[●]-mjeseci EURIBOR/UNIJETI BILO KOJU DRUGU REFERENTNU STOPU] godišnje
		Raspon	[●] osnovnih poena
Kamatni period	[Kvartalni] [Polugodišnji] u zaostatku		
Datumi plaćanja kamate	Plaćanje kamate se vrši [●] svake godine i po prvi put [●]		
Konvencija izračunavanja dana	Konvencija modifikovanog sljedećeg radnog dana		
Radni dan	[●]		
Račun Zajmoprimca	Ime Korisnika	[●]	
	Banka Korisnika	Naziv	[●]
		Grad	[●]
		SWIFT	[●]
		IBAN	[●]
	Korespondentna baka (ako je primjenljivo)	Referenca	[●]
		Naziv	[●]
		Grad	[●]
		SWIFT	[●]
		IBAN	[●]
Račun RBSE	Ime Korisnika	RAZVOJNA BANKA SAVJETA EVROPE	
	SWIFT Korisnika	CEFPFRPP	
	Banka Korisnika	Naziv	Deutsche Bank
		Grad	Frankfurt (Njemačka)
		SWIFT	DEUTDEFF
		IBAN	DE44 5007 0010 0928 7384 00

Pariz, dana [●]

Za RBSE

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

DODATAK 4
Izvještaj o identifikaciji pod-projekta

IZJAVA O PRIHVATLJIVIM POD-PROJEKTIMA NA PORTFOLIO OSNOVI ZA KREDITE < EUR 25 000

LD ____ (2017): Crna Gora - IRF Crna Gora

Tranša broj: ... - EURA [iznos i datum isplate]

RBSE Sektor aktivnosti: Kreiranje i očuvanje održivih radnih mesta

Informacija

datum: DD/MM/GGGG

(EUR)	2017				Ukupno	2018	Ukupno	Ukupno
	K1	K2	K3	K4	2017	K1...	2018	
1/Ukupni portfolio prihvatljivih kredita na kraju perioda								
2/Iznos novo odobrenih prihvatljivih kredita u toku perioda ¹								
3/Iznos prihvatljivih kredita isplaćenih tokom perioda								
4/Iznos dostupan za dodjelu RBSE-a ²								
Isplaćeni iznos kredita RBSE								
Broj Tranše								
Datum isplate								
Prosječna cijena po kreiranom radnom mjestu ³								
Procijenjeni uticaj prihvatljivih kredita na kreiranje radnih mesta								
Procijenjeni broj sačuvanih radnih mesta ³								

1. Definicija MSP shodno Evropskoj Uniji (Preporuka Komisije EU 2003/361/EZ), koja se može ažurirati s vremena na vrijeme: Kategorija mikro, malih i srednjih preduzeća (MMSP) sastoji se od autonomnih preduzeća koja zapošljavaju manje od 250 procenata i imaju godišnji obrt koji ne prelazi 50 miliona eura, i/ili godišnji Bilans stanja koji ukupno ne prelazi 43 miliona eura i koje posjeduje manje od 25% (kapitala ili prava glasa) u drugom preduzeću i/ili posjeduje manje od 25% (kapitala ili prava glasa) preko drugog preduzeća.

2. RBSE kredit finansira maksimum 50% novih odobrenja u toku perioda (red 2)

3. Metod obračuna treba objasniti.

4. Jednako je ukupnom broju zaposlenih po odobrenju

DODATAK 5

Globalni izvještaj o monitoringu

LD 1948 (2017)
Draft 1 – 16/02/2018

FRAMEWORK LOAN AGREEMENT

between

COUNCIL OF EUROPE DEVELOPMENT BANK

and

**INVESTMENT AND DEVELOPMENT FUND OF MONTENEGRO
(IDF)**

Supporting micro small and medium enterprises (MSMEs) in Montenegro

- Programme Loan -

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

and

INVESTMENT AND DEVELOPMENT FUND OF MONTENEGRO (IDF), with its seat at [•] (hereinafter, the “**Borrower**” and together with the CEB, the “**Parties**” and each a “**Party**”), on the other hand,

WHEREAS

- (A) Having regard to the loan application submitted by Montenegro on XX November 2017, approved by the CEB’s Administrative Council on 17 November 2017,
- (B) Having regard to the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe dated 6 March 1959,
- (C) Having regard to the CEB’s Loan Regulations, as adopted by the CEB’s Administrative Council Resolution 1587 (2016) (hereinafter, the “**Loan Regulations**”),
- (D) Having regard to the CEB’s Loan and Project Financing Policy, as adopted by the CEB’s Administrative Council Resolution 1587 (2016) (hereinafter, the “**Loan Policy**”),
- (E) Having regard to the CEB’s Environmental and Social Safeguards Policy, as adopted by the CEB’s Administrative Council Resolution 1588 (2016) (hereinafter, the “**Environmental and Social Safeguards Policy**”),
- (F) Having regard to the CEB’s Procurement Guidelines, as adopted by the CEB’s Administrative Council in September 2011 (hereinafter, the “**Procurement Guidelines**”),

HEREBY AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

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

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

“Allocation” means the commitment of a Tranche by the Borrower to Sub-loans by means of the signature of the relevant Sub-loan Agreements even if such Tranche has not yet been disbursed in favour of the Final Borrowers.

“Allocation Period” has the meaning specified under Sub-clause 0.

“Business Day” means any day on which TARGET 2 (the Trans European Automated Real-time Gross settlement Express Transfer system) is operating.

“Closing Date” means the date specified under Appendix 1 hereto from which no further disbursements may be requested by the Borrower.

“Completion Report” has the meaning specified under Sub-clause 0(c).

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

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

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

“Default Interest Rate” has the meaning specified under Sub-clause 0.

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

“Disbursement Notice” has the meaning specified under Sub-clause 0(b).

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

“Early Reimbursement Confirmation” has the meaning specified under Sub-clause 0.

“Early Reimbursement Costs” has the meaning specified under Sub-clause 0.

“Early Reimbursement Date” has the meaning specified under Sub-clause 0.

“Early Reimbursement Notice” has the meaning specified under Sub-clause 0.

“Effective Date” means the date of entry into force of the Agreement resulting from Clause 17.

“EU” means the European Union.

“EURIBOR” means the percentage rate *per annum* quoted on the page EURIBOR01 of the Thomson Reuters screen (or on a successor page which replaces the Thomson Reuters’ page EURIBOR01) at or about 11 a.m. Brussels time on the Interest Determination Date as the Euro interbank offered rate administrated by the European Money Market Institute (or any other entity which takes over the administration of that rate) for the same period as the relevant Interest Period.

If the relevant Interest Period is not the same as a period quoted by Thomson Reuters, the applicable EURIBOR shall be the percentage rate *per annum* resulting from a linear interpolation by reference to

two (2) EURIBOR rates for Euro term deposits, one of which is applicable for a period of whole months next shorter and the other for a period of whole months next longer than the length of the relevant Interest Period.

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

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

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

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

“Final Borrowers” are specified under Appendix 1 hereto as the recipients of Sub-loans.

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

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

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

“Global Monitoring Report” has the meaning specified under Sub-clause 0.

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

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

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

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

“Loan Amount” means the amount specified under Sub-clause 0.

“Market Disruption Event” has the meaning specified under Sub-clause 0.

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

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

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

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

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

“Prohibited Practices” has the meaning specified under Sub-clause 0.

“Project” means the programme of eligible Sub-projects set forth under Appendix I to be partially financed with the Loan approved by the CEB’s Administrative Council with ref. LD 1948 by means of Sub-loans to Final Borrowers.

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

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

“Shareholding Event” means any situation in which the Republic of Montenegro ceases to own directly or indirectly one hundred percent (100%) of the issued share capital of the Borrower.

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

“Sub-loan” means a loan granted by the Borrower to a Final Borrower.

“Sub-loan Agreement” means the loan agreement and related documentation between Borrower and a Final Borrower.

“Sub-project” means an eligible investment scheme to be financed under the Project.

“Sub-project Identification Report” has the meaning specified under Sub-clause 0.

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

1.1 Construction

Unless the context otherwise requires, references to:

- (d) this Agreement shall be construed as references to this Agreement as supplemented, amended or restated from time to time;
- (e) “Clauses”, “Sub-clauses” and “Recitals” shall be construed as references to clauses, sub-clauses and recitals respectively of this Agreement; and
- (f) words importing the singular shall include the plural and vice-versa.

1.1 Headings

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

1.1 Rounding

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

- (m) all percentages resulting from such calculations other than those determined through the use of interpolation will be rounded, if necessary, to the nearest one hundred-thousandth of

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

2. CONDITIONS

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

3. PURPOSE

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

Any change to the way the Loan is applied that has not received the CEB's approval would constitute an event in the terms of Article 3.3 (h) of the Loan Regulations and may give rise to the early reimbursement, suspension or cancellation of the Loan under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

4. FINANCIAL CONDITIONS

4.1 Loan Amount

The Loan Amount is:

THIRTY MILLION EUROS

30 000 000 Euros

4.2 Disbursement Amount

The Loan shall be disbursed in a minimum of three (3) Tranches.

The amount of each Tranche shall be determined according to the Borrower's absorption capacity. The amount of the first Tranche shall not exceed thirty per cent (30 %) of the Loan Amount.

4.3 Disbursement Procedure

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

(c) Disbursement Request

Prior to each disbursement, the Borrower shall submit to the CEB a disbursement request substantially in the form set out under Appendix 3 hereto (hereinafter, a "**Disbursement Request**").

A Disbursement Request shall specify the proposed:

- (viii) Currency(ies) and amount(s) for the Tranche;

- (ix) Disbursement Date; such Disbursement Date shall be a Business Day falling at least five (5) Business Days but not later than twenty (20) Business Days after the date of the Disbursement Request;
- (x) Principal Repayment Date(s), including the Maturity Date, taking into account that the Principal Repayment Period for each Tranche shall not exceed seven (7) years including a grace period not greater than two (2) years;
- (xi) maximum Fixed Interest Rate or maximum Spread to the Reference Rate;
- (xii) Interest Period and Interest Payment Dates;
- (xiii) Day Count Convention and Business Days; and
- (xiv) Borrower's account for payments.

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

(d) Disbursement Notice

If the CEB receives a Disbursement Request that complies with the Disbursement Request requirements set out Sub-clause 0(a) above, and if all other relevant Disbursement Conditions as defined in Sub-clause 0 (*Disbursement Conditions*) below have been fulfilled by the Borrower, the CEB shall deliver to the Borrower a disbursement notice substantially in the form set out under Appendix 3 hereto (hereinafter, a "**Disbursement Notice**"). Each Disbursement Notice shall be delivered at least two (2) Business Days before the proposed Disbursement Date.

A Disbursement Notice shall specify:

- (viii) Currency(ies) and amount(s) for the Tranche;
- (ix) Disbursement Date;
- (x) Principal Repayment Period and Principal Repayment Date(s), including the Maturity Date;
- (xi) Fixed Interest Rate or Spread to the Reference Rate;
- (xii) Interest Period and Interest Payment Dates;
- (xiii) Day Count Convention and Business Days; and
- (xiv) Borrower's and CEB's accounts for payments.

If the Borrower has submitted to the CEB a Disbursement Request in which the Borrower has not proposed a Fixed Interest Rate or a Floating Interest Rate, the Borrower shall be deemed to agree in advance to the one subsequently specified by the CEB in the Disbursement Notice.

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

Notwithstanding the above, if the CEB has not delivered a Disbursement Notice within twenty (20) Business Days following the receipt of a Disbursement Request, the relevant Disbursement Request shall be deemed as cancelled.

4.4 Disbursement Period

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

- (d) the issue of a Disbursement Request for the first Tranche beyond twelve (12) months after the Effective Date;

- (e) the issue of any further Disbursement Request beyond eighteen (18) months after the last disbursement; or
- (f) the issue of any further Disbursement Request beyond the Closing Date specified under Appendix 1 hereto.

4.5 Disbursement Conditions

- (c) Conditions precedent to the Disbursement Request for the first Tranche:
 - (iv) Legal opinion in English issued by the Borrower's external legal advisors confirming to the CEB's satisfaction, substantially in the form set out under Appendix 2 hereto, that (i) the Agreement has been duly executed by authorised representatives of the Borrower and that the Agreement is valid, binding and enforceable in accordance with its terms in the Borrower's jurisdiction; and (ii) that the Loan is secured by means of an irrevocable, unconditional and unlimited guarantee of the Republic of Montenegro.
 - (v) Evidence in English (*e.g.*, Statute, Resolution, Power of Attorney, etc.) to the CEB's satisfaction of the person(s) authorised to execute the Agreement and the Disbursement Requests on behalf of the Borrower, together with the authenticated specimen of the signature(s) of such person(s).
 - (vi) Any other condition specified under Appendix 1 ("Specific Conditions").
- (d) Conditions precedent to any further Disbursement Request:
 - (iv) In the event there has been a change regarding the person(s) authorised to execute Disbursement Requests on behalf of the Borrower, the Borrower shall provide CEB with updated evidence of the person(s) authorised to execute the corresponding Disbursement Requests on behalf of the Borrower, together with the authenticated specimen of the signature(s) of such person(s).
 - (v) Global Monitoring Report confirming to the CEB's satisfaction the Allocation of hundred percent ((100 %) of the previous Tranche.
 - (vi) Any other condition specified under Appendix 1 ("Specific Conditions").

4.6 Repayment

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

4.7 Early Reimbursement

- (c) Mechanics

If in any event specified in this Agreement referring to this Sub-clause the Borrower ought to reimburse prior to maturity all or part of a Tranche, the Borrower shall give at least a one (1) month prior written notice to the CEB (hereinafter, the "**Early Reimbursement Notice**") specifying the amounts to be reimbursed, the date on which the reimbursement will take place (hereinafter, the "**Early Reimbursement Date**") and, upon prior consultation with the CEB, the maximum Early Reimbursement Costs. The Early Reimbursement Date shall fall on an Interest Payment Date, unless otherwise agreed in writing by the CEB.

Upon receipt of the Early Reimbursement Notice, the CEB shall send a written notice to the Borrower (hereinafter, the "**Early Reimbursement Confirmation**"), not later than five (5) Business Days prior to the Reimbursement Date, indicating the accrued interest due thereon and the Early Reimbursement Costs in accordance with Sub-clause 0(b).

An Early Reimbursement Confirmation matching the elements included in an Early Reimbursement Notice shall constitute an irrevocable and unconditional commitment on the part of the Borrower to reimburse the relevant amounts to the CEB under the terms and conditions specified in the Early Reimbursement Confirmation.

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

(d) **Early Reimbursement Costs**

The Early Reimbursement Costs resulting from early reimbursement in accordance with Sub-clause 0(a) shall be determined by the CEB on the basis of the costs to it of redeploying the amount to be reimbursed from the Early Reimbursement Date to the Maturity Date, including any related costs, such as unwinding any underlying hedging arrangements. The costs of redeployment will be established on the basis of the difference between the original rate and the redeployment rate, which shall be determined by the CEB on the basis of market conditions on the date of the Early Reimbursement Notice.

4.8 Interest Determination

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

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

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

4.9 Default Interest Rate

In the event that the Borrower fails to pay, in full or in part, any amount under the Agreement, and notwithstanding any other recourse available to the CEB under the Agreement or otherwise, the Borrower shall pay interest on such unpaid amounts from the due date until the date of receipt of such payment by the CEB at the interest rate *per annum* equal to the one-month EURIBOR quoted on the due date plus two hundred and fifty basis points (250 bps) (hereinafter, the "**Default Interest Rate**").

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

4.10 Market Disruption Event

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

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

- (d) The Reuters page referred to under the EURIBOR definition does not indicate the required details or is not accessible.

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

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

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

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

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

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

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

- (iii) If the Borrower so requires, the Parties, acting in good faith, shall enter into negotiations for a period of not more than thirty (30) calendar days in order to agree on an alternative to the applicable EURIBOR. If no agreement is reached, the Borrower may proceed with early reimbursement on the next Interest Payment Date in the terms provided under Sub-clause 0.
- (iv) The CEB shall have the right, acting in good faith and in consultation with the Borrower to the extent reasonably practicable, to change the duration of any subsequent Interest Period to thirty (30) calendar days or less by sending to the Borrower a notice thereof. Any such change to an Interest Period shall take effect on the date specified by the CEB in such notice.

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

4.11 Payments

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

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

5. PROJECT IMPLEMENTATION

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

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

5.1 Duty of Care

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

5.2 Allocation Period

The Borrower shall allocate each Tranche to the Project within twelve (12) months after the relevant Disbursement Date (the “**Allocation Period**”).

If a Tranche disbursed by the CEB is not allocated to the Project or is only partially allocated to it within the Allocation Period, the Borrower shall reimburse the unallocated amounts to the CEB in accordance with Sub-clause 0.

If:

- (c) a Sub-project is found to be ineligible or in breach of the undertakings specified under Sub-clause 0; or
- (d) a Sub-loan, in whole or in part, is, voluntarily or otherwise, cancelled or prepaid by a Final Borrower.

a corresponding part of the Loan shall be allocated by the Borrower to other Sub-loans to the extent possible given the residual maturity of the corresponding Tranche. In the case of re-allocation, the CEB reserves the right to request from the Borrower a report on such re-allocation of funds.

5.3 Project Costs

The Loan proceeds shall be allocated to the Sub-projects’ eligible costs as defined in Appendix 1. The total eligible costs of Sub-projects to which a Tranche has been allocated shall not exceed fifty per cent (50 %) of the total amount of the relevant Tranche.

5.4 Sub-loan Conditions

The Borrower shall ensure that in each Sub-loan Agreement (or in a separate binding statement) the Final Borrower undertakes to:

- (p) use the Sub-loan for the implementation of the Sub-project concerned;
- (q) comply with the obligations arising from Sub-clauses 0 (*Procurement*), 0 (*Environment*), 0 (*Human Rights*) and 0 (*Integrity*);
- (r) obtain all relevant real property rights, permits and authorisations.

- (s) maintain, repair, overhaul and renew all property forming part of the Sub-Project as required to keep it in good working order;
- (t) allow CEB's staff members or designated third parties to visit the relevant Sub-project sites/contractors, installations and works, to conduct such checks as they may wish, and to provide them with all necessary information and assistance for this purpose;
- (u) comply with any other requirement specified in Appendix 1 ("Specific Conditions"); and
- (v) repay in advance of maturity the Sub-loan in case of non-compliance with the above undertakings.

The Borrower undertakes to (i) match to the extent possible the Sub-loans' maturity date to the Maturity Date of the relevant Tranche; and (ii) to take into consideration the advantage derived from CEB's financing and to pass on that advantage to the Final Borrowers, while taking into account the fact that an intermediation margin may be applied to cover risk and management costs.

5.5 Procurement

Procurement of supplies, works and services under any Sub-project shall comply with the relevant procurement legislation, if applicable. Otherwise, the Final Borrowers shall use procurement methods which ensure a sound acquisition of supplies, works and services at fair market prices and in a cost effective manner.

5.6 Environmental and Social Safeguards

Sub-projects shall be in conformity with the requirements set forth in the Environmental and Social Safeguards Policy. [In particular, should any Sub-project require an Environmental Impact Assessment (EIA) in accordance with the Environmental Policy, the Borrower shall require the CEB's prior approval.

5.7 Human Rights

Sub-projects shall not lead to a violation of (i) the European Convention on Human Rights; or (ii) the European Social Charter.

5.8 Integrity

The Borrower undertakes that:

- (c) it will institute and thereafter comply with internal policies, procedures and controls, in line with applicable legislation and international best practices, for the purpose of preventing the Borrower from becoming an instrument for money laundering or terrorism financing; in particular, regarding terrorism financing, it will ensure that no transaction is entered with, or for the benefit of, any of the individuals or institutions named on the lists of sanctioned persons promulgated by the United Nations Security Council or its committees pursuant to Security Council Resolutions 1267 (1999), 1373 (2001) (available at www.un.org/terrorism), as updated from time to time, and/or by the Council of the EU pursuant to its Common Positions 2001/931/CSFP and 2002/402/CSFP and their related or successor resolutions and/or implementing acts; and
- (d) it will not commit, and no person, with its consent or prior knowledge, will commit, in connection with the implementation of the Project or the execution of any contract under a Sub-project a Corrupt, Fraudulent, Coercive or Collusive Practice (hereinafter, together with money laundering and terrorism financing referred to as the "**Prohibited Practices**").

For the purposes of this Agreement:

- (v) A "**Corrupt Practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.

- (vi) A “**Fraudulent Practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation.
- (vii) A “**Coercive Practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- (viii) A “**Collusive Practice**” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

The Borrower undertakes to inform CEB if it should become aware of any fact or information suggestive of the commission of any such Prohibited Practice.

The Borrower undertakes:

- (iv) to take timely such action as the CEB shall reasonably request to investigate and/or terminate any alleged or suspected Prohibited Practice;
- (v) to inform the CEB of the measures taken to seek damages from the persons responsible for any loss resulting from any such Prohibited Practice; and
- (vi) to facilitate any investigation that the CEB may make concerning any such act.

The Borrower’s Chief Compliance Officer shall be responsible for contacts with the CEB for the purposes of this Sub-clause.

5.9 Visibility

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

6 MONITORING

6.1 Reporting

(c) Sub-project Identification Report

The Borrower shall send to the CEB for approval a form identifying each Sub-project to which a Tranche has been allocated (hereinafter, a “**Sub-project Identification Report**”). The Borrower shall send to the CEB a Sub-project Identification Report for each Tranche (i) within the Allocation Period; or (ii) prior to any further Disbursement Request, whichever comes earlier.

Appendix 4 hereto provides a template specifying the minimum information required by the CEB to verify the eligibility of the Sub-project in accordance with criteria set forth under Appendix 1. Alternative formats containing the same information may also be used.

In case any Sub-project to which the Tranche has been allocated does not comply with the eligibility criteria set forth under Appendix 1 or a Final Borrower is found not to be in compliance with the undertakings set forth under Sub-clause 0, the Borrower shall timely allocate the relevant amounts to other Sub-projects or otherwise reimburse the unallocated amounts to the CEB in accordance with Sub-clause 0.

(d) Global Monitoring Report

The Borrower shall send to the CEB a progress report (hereinafter, a “**Global Monitoring Report**”) (i) once a year, until the full Allocation of the disbursed Tranches; and (ii) prior to every Disbursement Request, whichever comes earlier.

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

6.2 Visits

The Borrower undertakes to favourably receive any monitoring/technical/evaluation visits, including by facilitating access to relevant Sub-project sites/contractors, carried out by the CEB’s staff members or designated third parties.

6.3 Audit

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

6.4 Project Information

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

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

The Borrower shall inform the CEB immediately of any event that may have a material adverse impact on the implementation of the Project, including but not limited to:

- (iii) any action or protest initiated or any objection raised by any third party or any genuine complaint received by the Borrower or any material litigation that is commenced or threatened against it with regard to procurement or environmental or other matters affecting the project; and
- (iv) any enactment of or any amendment to any law, rule or regulation (or in the application or official interpretation of any law, rule or regulation).

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

6.5 Borrower Information

The Borrower shall deliver to the CEB (i) its annual reports as soon as they become available but not later than 180 days after the end of each financial year and (ii) (where such latter reports are published) its semi-annually and quarterly reports, as soon as they become available but not later than ninety (90) days for the semi-annually reports and sixty (60) for the quarterly reports after the end of each accounting semester and quarter respectively.

The Borrower shall inform the CEB immediately of any Shareholding Event or any Material Adverse Change. Any Shareholding Event or any Material Adverse Change would constitute an event in the terms of Article 3.3 (h) of the Loan Regulations and may give rise to the early reimbursement, suspension or cancellation of the Loan under the terms of Articles 3.3 (*Early reimbursement of*

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

The fact that, following any default in relation thereto, the Borrower is required or is capable of being required or will, following expiry of any applicable contractual grace period, be required or be capable of being required to prepay, repay or terminate ahead of maturity any Debt Instrument or any commitment in connection with any other Debt Instrument is cancelled or suspended, would constitute an event in the terms of Article 3.3 (h) of the Loan Regulations and may give rise to the suspension, cancellation or early reimbursement of the Loan under the terms of Articles 3.3 (*Early reimbursement of disbursed loans*), 3.5 (*Suspension by the Bank of undisbursed loans*) and 3.6 (*Cancellation by the Bank of undisbursed loans*) of the Loan Regulations.

7 PARI PASSU

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

7.1 Ranking

The Borrower shall ensure that its payment obligations under this Agreement rank, and will rank, not less than *pari passu* in right of payment with all other present and future unsecured and unsubordinated obligations under any of its Debt Instruments except for obligations mandatorily preferred by law applying to companies generally.

7.2 Security

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

This provision shall not apply to a Security:

- (g) created pursuant to mandatory provisions of law;
- (h) created on property at the time of purchase solely as security for the payment of the purchase price or for the payment of debt incurred for the purpose of financing the purchase of such property;
- (i) created over an asset acquired by the Borrower (by way of merger or acquisition) which is already encumbered prior to such acquisition by the Borrower;
- (j) created in the ordinary course of banking transactions and securing a Debt Instrument maturing not more than one (1) year after the date on which it is originally incurred.
- (k) created in favour of the European Central Bank, the national central bank or an international clearing organisation; or
- (l) previously approved by the CEB.

7.3 Clause by Inclusion

Should any of the Borrower's Debt Instrument include loss-of-rating, financial ratios or pari passu provisions that are stricter than any equivalent provision of this Agreement, the Borrower shall so inform the CEB and shall, at the request of the CEB by means of a written notice, execute within the

period indicated in the CEB's notice, an amendment to this Agreement to provide an equivalent provision in favour of the CEB.

7.4 Prepayment to Third Parties

Should the Borrower prepay in whole or in part, voluntarily or otherwise, any Debt Instrument the Borrower shall so inform the CEB.

In such an event, and upon CEB's request, the Borrower shall reimburse to the CEB the amounts disbursed under the Loan in accordance with Sub-clause 4.7 in such proportion as the prepaid amount bears to the corresponding Debt Instrument. The aforementioned does not concern prepayments to revolving credit facilities which remain open for drawing on the same terms after such prepayment.

8 REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants that:

- (h) it is incorporated and carries out its business according to the laws, decrees, regulations, articles of association and other texts applicable to it;
- (i) its competent bodies have authorised it to enter into the Agreement and have given the signatory(ies) the authorisation therefor, in accordance with the laws, decrees, regulations, articles of association and other texts applicable to it;
- (j) the execution and delivery of, the performance of its obligations under and compliance with the provisions of this Agreement do not:
 - 3. contravene or conflict with any applicable law, statute, rule or regulation, or any judgement, decree or permit to which it is subject;
 - 4. contravene or conflict with any agreement or other Debt Instrument binding upon it which might reasonably be expected to give rise to a Material Adverse Change;
- (k) no event or circumstance is outstanding that constitutes a default under any other agreement or Debt Instrument, which is binding on it or to which its assets are subject, which might reasonably be expected to give rise to a Material Adverse Change;
- (l) no Security has been granted to a third party in breach of Sub-clause 0;
- (m) no litigation, arbitration or administrative proceedings of or before any court, arbitral tribunal or agency which might reasonably be expected to give rise to a Material Adverse Change have (to the best of its knowledge and belief) been started or threatened against it;
- (n) it has received a copy of the Loan Regulations, the Loan Policy, the Environmental and Social Safeguards Policy and the Procurement Guidelines and has taken note thereof.

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

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

9 THIRD PARTIES

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

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

10 NON-WAIVER

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

11 ASSIGNMENT

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

The CEB may assign all or part of its rights and benefits or transfer all or part of its rights, benefits and obligations under the Agreement.

12 GOVERNING LAW

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

13 DISPUTES

Disputes between the parties to the Agreement shall be subject to arbitration under the conditions laid down in Chapter 4 of the Loan Regulations.

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

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

14 NOTICES

Any notice or other communication to be given or made under this Agreement to the CEB or the Borrower shall be in writing and shall be deemed to have been duly given or made when it is delivered by registered mail or facsimile by one Party to the other Party's address or fax number specified below:

For the Borrower:

Investment and Development Fund of Montenegro
Bulevar Svetoga Petra Cetinjskog 126
81 000 Podgorica
Montenegro

Attention: Zoran Vukcevic, Chairman of the Board of Directors
Fax: +382 20 229 571

For the CEB:

Council of Europe Development Bank
55 Avenue Kléber
75116 Paris
France

Attention: Director, Projects Department
Fax: +33 1 47 55 37 52

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

Without affecting the validity of any notice delivered by facsimile according to the paragraphs above, a copy of each notice delivered by facsimile shall also be sent by registered letter to the relevant Party on the following Business Day at the latest.

Notices issued by the Borrower pursuant to any provision of this Agreement shall, where required by the CEB, be delivered to the CEB together with satisfactory evidence of the authority of the person or persons authorised to sign such notice on behalf of the Borrower and the authenticated specimen signature of such person or persons.

15 TAXES AND EXPENSES

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

The Borrower shall bear all charges and expenses (including legal, professional, banking or exchange costs) incurred in connection with (i) the preparation, execution, perfection, implementation and termination of this Agreement or any related document; (ii) any amendment, supplement or waiver in respect of this Agreement or any related document; and (iii) the preparation, execution, perfection, management and enforcement of any Security required under the Loan.

Notwithstanding the above, Article 4.7 (*Cost of arbitration*) of the Loan Regulations shall apply regarding the costs of the arbitration set forth under Clause 13.

16 DISCHARGE

After repayment of all outstanding principal under the Loan as well as payment of all interests and other expenses resulting from the Agreement, including in particular those amounts under Sub-clause 0 and Clause 15, the Borrower shall be fully released from its obligations towards the CEB, with the exception of those set out in Clause 6 above for the purposes of a possible evaluation

of the Project, which shall not take place later than [two (2)/four (4)] years following the repayment of all outstanding principal under the Loan.

17 ENTRY INTO FORCE

The Agreement shall enter into force upon execution by the Parties [and execution of the Guarantee/Pledge Agreement/Assignment of Rights].

IN WITNESS THEREOF the Parties have caused the Agreement to be executed in two (2) originals, each of which is equally valid, and have caused their signatories specified below to initial each page of this Agreement on their behalf. One (1) original is kept by each of the Parties.

Podgorica, on [•].

For the Borrower

Zoran Vukcevic, Chairman of the Board of Directors

Paris, on [•].

For the CEB

[The Governor/Vice-Governor]

APPENDIX 1

Project Description

I.	LD	1948 (2017)
	Borrower	Investment and Development Fund of Montenegro
	Loan Type	Programme Loan
	Loan Amount	EUR 30 000 000
	Approval by CEB's Administrative Council	17 November 2017
II.	Sector(s) of action	Supporting MSMEs for the creation and preservation of viable jobs
	Final Borrowers/ Final Beneficiaries	Final Borrowers shall be at micro, small and medium-sized enterprises (MSMEs), as defined by the European Union (EU Commission Recommendation 2003/361/EC, as updated from time to time), including those exercising craftsmanship/artisan activities or small family-owned enterprises engaged in regular economic activity. Reflecting the Borrower's social mandate, CEB prioritizes for its support the smaller MSMEs and those with limited, less favourable, or even no access to credit. This includes in particular start-ups and enterprises owned by women, by minorities and by vulnerable groups. Final Beneficiaries shall be the MSMEs current or prospective employees.
	Location	Montenegro
	Project Total Cost	EUR 60 000 000
	Financing Plan	CEB is expected to participate with an amount of EUR 30 million representing up to 50% of the total cost. The remaining 50% will be financed by other IDF sources and companies equity. The Borrower shall ensure that the partial financing by the CEB shall not exceed 50% of the total cost of the Programme.
	Closing Date	31 December 2022
III.	Eligibility Criteria	<p>The Borrower will channel the CEB loan directly or through financial intermediaries.</p> <p>The Borrower undertakes that:</p> <ul style="list-style-type: none"> • Sub-loans shall be limited to amounts of up to EUR 50,000, with a total Sub-project cost of up to EUR 100,000. IDF foresees an average Sub-loan size of about EUR 30,000. • Sub-projects have started less than twelve (12) months prior to the date of the disbursement of the Tranche allocated to them. For the purposes of the Agreement, Sub-projects start upon signature of the underlying Sub-loan Agreement.

	<p>All Sub-projects shall comply with the following criteria:</p> <p>(w) Sub-loans' primary purpose of promoting the creation and preservation of viable permanent and/or seasonal jobs by facilitating access to credit.</p> <p>(x) Sub-loans may finance fixed productive investments and working capital.</p>
Exclusion List	<p>The following activities defined by the NACE nomenclature of the EU shall be excluded from the CEB's financing:</p> <ol style="list-style-type: none"> 1. Industries extractives (NACE B) except division 8 Other mining and quarrying (8.1 Quarrying of stone, sand and clay; 08.91 Mining of chemical and fertiliser minerals and 08.92 Extraction of peat; 08.93 Extraction of salt) 2. Distilling, rectifying and blending of spirits (NACE C11.01) 3. Manufacture of tobacco products (NACE C12) 4. Manufacture of coke and refined petroleum products (NACE C19) 5. Processing of nuclear fuel (NACE C24.46) 6. Manufacture of weapons and ammunition (NACE C25.4) 7. Manufacture of military fighting vehicles (NACE C30.4) 8. Financial and insurance activities (NACE K64-66) 9. Real Estate Activities (NACE L68) 10. Gambling and betting activities (NACE R92) 11. Activities of membership organisation (NACE S94) 12. Activities of extraterritorial organisations and bodies (NACE U99) <p>Investment projects linked to pornography and to products regarded by the CEB's member states regulations as harmful to the health and the environment shall also be excluded.</p>
Eligible Costs	CEB's Loan cannot be allocated to staff costs, interests or financial charges, indirect taxes or non-cash elements such as depreciation.
IV. Social impact	<p>The aim of the Programme is to facilitate access to funding for Montenegrin MSMEs, which are otherwise limited in accessing third party financing, and thereby to contribute to the creation of new permanent and seasonal jobs.</p> <p>Nearly all financial institutions in Montenegro provide loans to MSMEs. However, the high level of NPLs, a</p>

legacy of the earlier crisis period, has led commercial banks to be extremely conservative. Tight lending conditions by the banks had implications especially on micro and small businesses that experience problems in accessing long term loans at affordable interest rates. The proposed loan will target MSMEs, which proportionally generate more jobs than larger enterprises, thus ensuring a high social impact.

Given the IDF's social mandate it is expected that large portion of the CEB loan will support micro and small business in the northern underdeveloped regions of the country. New business activities in the smaller municipalities and underdeveloped rural regions will contribute toward improving living conditions and slowing down of migration from smaller cities and rural areas. Furthermore, by providing stimulus to loans targeting the young entrepreneurs, women in business and start-ups, the project ensures an important additional social impact.

APPENDIX 2
Form of Legal Opinion (Framework Loan Agreement)

[INSERT LETTERHEAD]

Council of Europe Development Bank
55, avenue Kléber
F-75116 Paris

Attn: Projects Department
Cc: Office of the General Counsel

[INSERT DATE]

Re: Framework Loan Agreement between the Council of Europe Development Bank and [●](Ref: L/D [●])

Dear Sir or Madam,

I/We have acted as legal advisor/s as to matters of [INSERT JURISDICTION] law to [●] (the “**Borrower**”) in relation to the Framework Loan Agreement between the Council of Europe Development Bank (the “**CEB**”) and the Borrower dated [●] and effective as of [●] (the “**Agreement**”) and deliver this opinion pursuant to Article [●] of the Agreement.

For the purposes of this opinion, I/we have examined a copy of the Agreement and such other documents, acts or treaties as I/we have considered necessary or desirable to examine in order to give this opinion.

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

Based on the foregoing, I am/we are of the opinion that:

- (xi) **Status and incorporation.** The Borrower is a [INSERT CORPORATE FORM OF THE BORROWER], duly organised and validly existing under the laws of [INSERT JURISDICTION], having its registered office at [●], and registered with [INSERT THE NAME OF TRADE/COMPANIES REGISTER] under registration number [●].
- (xii) **Capacity, power and authority.** The Borrower has the legal capacity, power and authority to enter into the Agreement and perform its obligations thereunder.
- (xiii) **Internal authorisations.** All action required from the Borrower for the execution, delivery and performance of the Agreement, including any required authorisation from its competent bodies, has been duly and effectively taken. In particular, no further action is required from the Borrower, apart from execution by a duly empowered representative of the Borrower, in order to issue a Disbursement Request under the Agreement.

- (xiv) ***Constitutive documents.*** The execution by the Borrower of the Agreement does not, and the performance by the Borrower of the obligations to be assumed by it thereunder will not, violate or conflict with any provision of its [INSERT NAME OF CONSTITUTIVE DOCUMENT] or other constitutive documents of the Borrower.
- (xv) ***Statutory guarantee.*** Pursuant to the Article 4 of the Law on Investment and Development Fund of Montenegro JSC (Official Gazette of Montenegro, nº88, dated 31 December 2009), the Agreement benefits from the statutory guarantee from the Republic of Montenegro (the "Guarantee"). The Guarantee is irrevocable, unconditional, joint and several and unlimited.
- (xvi) ***Due execution and validity.*** The Agreement was duly executed by [INSERT NAME OF THE SIGNATORY/IES] as duly empowered representative(s) of the Borrower and gives rise to legally valid, binding and enforceable undertakings for the Borrower.
- (xvii) ***External authorisations, public consents and filings.*** No authorisations, consents, licences, exemptions, filings, notarisations or registrations are required in [INSERT JURISDICTION] in connection with the execution, delivery or performance of the Agreement in order to give rise to legally valid, binding and enforceable undertakings for the Borrower and for the Agreement to be admissible in evidence in [INSERT JURISDICTION].
- (xviii) ***Tax/Stamp duties.*** The execution of the Agreement is not subject to any tax or stamp duties in [INSERT JURISDICTION].
- (xix) ***Choice of law.*** The submission by the Borrower to the rules of the CEB as specified in the provisions of Article 1, paragraph 3, of the Third Protocol (dated 6 March 1959) to the General Agreement on Privileges and Immunities of the Council of Europe (dated 2 September 1949) and secondarily to the laws of the France is legally valid and binding on the Borrower under the laws of [INSERT JURISDICTION].
- (xx) ***Arbitration.*** The submission by the Borrower to the Arbitral Tribunal set forth under Chapter 4 of the CEB's Loan Regulations with respect to any dispute arising out of the Agreement is legally valid and binding on the Borrower. Any award of such Arbitral Tribunal is enforceable in [INSERT JURISDICTION] in accordance with the terms of Article 3 of the Third Protocol (dated 6 March 1959) to the General Agreement on Privileges and Immunities of the Council of Europe (dated 2 September 1949).

Yours faithfully,

[●]

[INSERT NAME AND TITLE]

APPENDIX 3

DISBURSEMENT REQUEST (TEMPLATE)

LD [●] – [●] Tranche

With reference to the Framework Loan Agreement dated [●] (hereinafter, the “**Agreement**”) between the Council of Europe Development Bank (hereinafter, the CEB) and [BORROWER] (hereinafter, the “**Borrower**”), [BORROWER] hereby requests the CEB, in accordance with Sub-clause 0(a) of the Agreement, to proceed with the disbursement of a Tranche under the specific terms and conditions set out below.

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

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

[●], on [●].

For the Borrower

[INSERT NAME(S)/TITLE(S)]

DISBURSEMENT NOTICE (TEMPLATE)

LD [●] – [●] Tranche

In response to your Loan Disbursement Request dated [●] with reference the Framework Loan Agreement dated [●] (hereinafter, the “**Agreement**”) between the Council of Europe Development Bank (hereinafter, the CEB) and [BORROWER] (hereinafter, the “Borrower”), the CEB hereby notifies to the Borrower, in accordance with Sub-clause 0(b) of the Agreement, the terms and conditions of the disbursement of the relevant Tranche.

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

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

Paris, on [●]

For the CEB

[INSERT NAME(S)/TITLE(S)]

APPENDIX 4
Sub-project Identification Report

STATEMENT OF ELIGIBLE SUB-PROJECTS ON PORTFOLIO BASIS FOR LOANS < EUR 25 000

LD ____ (2017): Montenegro - IDF Montenegro

Tranche N°: ... - EUR [amount and date of the disbursement]

CEB Sector of action: Creation and preservation of viable jobs

Information

date:

DD/MM/YYYY

(EUR)	2017				Total	2018	Total	Total
	Q1	Q2	Q3	Q4	2017	Q1...	2018	2017-2018
1/Total portfolio of eligible loans at end of period								
2/Amount of newly approved eligible loans during period ¹								
3/Amount of eligible loans disbursed during period								
4/Amount available for CEB allocation ²								
CEB loan amount disbursed								
No. of tranche								
Date of disbursement								
Average cost per job created ³								
Estimated job creation impact of the eligible loans								
Estimated number of jobs preserved ³								

1. MSME definition as the European Union (EU Commission Recommendation 2003/361/EC), which may be updated from time to time: The category of micro, small and medium-sized enterprises (MSMEs) is made up of autonomous enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding 50 million euro, and/or an annual balance sheet total not exceeding 43 million euro and which hold less than 25% (capital or voting rights) in another enterprise and/or are held less than 25% (capital or voting rights) by another enterprise.

2. CEB loan shall finance maximum 50% of new approvals during the period (line 2)

3. Calculation method to be explained.

4. Equals to total number employees at the approval

IDENTIFICATION OF ELIGIBLE SUB-PROJECTS > EUR 100 000 (TEMPLATE)																	
LD ____ (2017): IDF Montenegro																	
Tranche N°: ... - EUR [amount and date of the disbursement] CEB Sector of action: Creation and preservation of viable jobs																	
Information date: DD/MM/YYYY																	
Project Description													Project Financing				
n°	Name of MSME ¹	Address of MSME	Net Fixed Assets in EUR	Annual Turnover in EUR	Number of employees	Brief description of the investment	Activity sector ² (Code NACE)	Type of Investment ³	Total cost of the investment (in EUR) ⁴	Contract Signature Date	Estimated number of jobs created	Average GHG intensity of supported MSME investment (t CO ₂ eq/€invested)	CEB share ⁵ (amount, in EUR)	CEB share (% of total cost)	CEB Loan Allocated to MSME as WK [6] (in EUR)	Other sources of financing in EUR (% of total cost) MSME's own funds	Other sources of financing in EUR (% of total cost) Bank funds
Total																	
[1] MSME definition as the European Union (EU Commission Recommendation 2003/361/EC), which may be updated from time to time: The category of micro, small and medium-sized enterprises (MSMEs) is made up of autonomous enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding 50 million euro, and/or an annual balance sheet total not exceeding 43 million euro and which hold less than 25% (capital or voting rights) in another enterprise and/or are held less than 25% (capital or voting rights) by another enterprise.																	
[2] Please refer to the code of the economic activity sector as defined under latest version of EU NACE (NACE Revision 2, Regulation [CE]No.1893/2006)																	
[3] Type of investment: CI=Capital Investment, EQ=Equipment, CVC= Commercial Vehicles, INFR=Infrastructure																	
[4] The total eligible cost should not exceed € 100 000, and must have been contracted no more than one year before the disbursement date of the related tranche.																	
[5] CEB sub-loans are limited to maximum EUR 50 000																	
[6] Maximum 80% each tranche shall be allocated to working capital ensuring at least 20% allocation of each tranche to fixed asset investments.																	

APPENDIX 5

Global Monitoring Report

Creation and preservation of viable jobs

Global Monitoring Report

LD ____ (2017) - Tranche N° ()

IDF Montenegro

Tranche No.			Number of employees (of which female %)
Disbursement Date			Number jobs created (of which female %)
CEB loan authorised			Number of MSMEs
CEB loan disbursed			of which female-owned/managed
CEB Interest rate			of which start-ups&young entrep.
CEB Maturity			Total utilised/allocated (%)
			Average on-lending rate of CEB's portfolio*
			Average on-lending rate of Bank's portfolio
			Average maturity

LOAN BREAKDOWN BY ACTIVITY SECTOR

ACTIVITY SECTOR	Group NACE	CEB LOAN	% Activity Sector	Costs	Number of Sub-Projects	Of which		REMARKS
						Micro	Small	
A - Agriculture	1-3							
C - Manufacturing	10-33							
D - Electricity, gas, steam and air conditioning supply	35							
E - Water supply; Sewerage, Waste Management and Remediation Activities	36-39							
F - Construction	41-43							
G - Wholesale and retail trade; repair motor vehicles and motorcycles	45-47							
H - Transportation and Storage	49-53							
I - Accommodation and food service activities	55-56							
J - Information and communication	58-63							
M - Professional, scientific and technical activities	69-75							
N - Administrative and support service activities	77-82							
R - Arts, entertainment and recreation	90-93							
S - Other service activities	94-96							
TOTAL			100%					

LOAN BREAKDOWN BY SIZE OF MSMEs

SIZE OF MSMEs	CEB LOAI	%	Costs	Number of Sub-Projects	REMARKS
		MSME Size			
Micro					
Small					
Medium					
TOTAL		100%			

LOAN BREAKDOWN BY TYPE OF LOAN

TYPE OF LOAN	CEB LOAI	%	Costs	Number of Sub-Projects	REMARKS
		MSME Size			
TOTAL		100%			

LOAN BREAKDOWN BY AGE GROUP

AGE GROUPE	CEB LOAI	% MSME Size	Costs	Number of Sub- Projects	REMARKS

LOAN BREAKDOWN BY REGION/DEPARTEMENT/MUNICIPALITY

REGION/DEPT/MUNICIPALITY	CEB LOAI	% Location	Costs	Number of Sub- Projects	REMARKS
TOTAL		100%			

LOAN BREAKDOWN BY TYPE OF INVESTMENT

LOAN USE (INVESTMENT / WORKING CAPITAL)	CEB LOAI	% Investment Item	Costs	Number of Sub- Projects	REMARKS
Purchase of land					
Construction					
Infrastructure and plant					
Machinery and equipment					
Vehicles					
Working capital					
Other					
TOTAL		100%			

Definitions for the indicators of MSMEs and microfinance

- Number of Employees: Designates the number of jobs maintained.
- Number of Jobs Created: Should be reported at sub-loan/lease level. If not available, then consolidated data at the tranche level is acceptable.
- Start-Ups: All enterprises that are 3 years old or younger be accepted as start-ups. Of note, modification of legal status within the last 3 years does not qualify an MSME to be considered as a start-up. (For microfinance programs, start-ups should be defined as enterprises younger than 2 years.)
- Young Enterprises: Companies less than five years old as “young enterprises” . Of note, modification of legal status within the last 5 years does not qualify an MSME to be considered as a young enterprise.
- Female-Owned/Managed Enterprises: Depending on the company size as below:

Company Size

Micro: Woman/women as majority stakeholder AND manage the day-to-day operations

Small: Woman/women as majority stakeholder AND manage the day-to-day operations

Medium: In case woman/women as minority stakeholder, at least one of the key business decisions regarding the company's finances, operations, and strategy are made by woman/women shareholder(s).