

**MEMORANDUM O RAZUMIJEVANJU I SARADNJI
ZA PROJEKAT IZGRADNJE AUTOPUTA BAR-BOLJARE
NA PRINCIPIIMA PRIVATNO-JAVNOG PARTNERSTVA**

Potpisan i stupio na snagu dana 23.03.2018. godine u Podgorici, Crna Gora od strane i između sljedećih Strana:

Vlade Crne Gore, koju predstavlja Ministarstvo saobraćaja i pomorstva Crne Gore, sa sjedištem u Podgorici, Rimski trg 46, 81000 Podgorica, Crna Gora, koga predstavlja g-din Osman Nurković, ministar (u daljem tekstu: "Vlada")

i

China Road and Bridge Corporation, sa sjedištem na adresi C88 Andingmenwai Dajie Peking, Narodna Republika Kina, koju predstavlja g-din Sun Yaoguo, tehnički direktor China Road and Bridge Corporation, zadužen za poslove investiranja (u daljem tekstu: "CRBC")

U cilju daljeg razvijanja prijateljskih odnosa i saradnje između Narodne Republike Kine i Crne Gore,

Na osnovu Sporazuma o unapređenju saradnje u izgradnji infrastrukture između Vlade Narodne Republike Kine i Vlade Crne Gore, potpisanom dana 23. juna 2011. godine, i izmjena i dopuna toga Sporazuma, potpisanih 14. februara 2014. godine (u daljem tekstu: "Sporazum"),

Na osnovu činjenice da CRBC ima veliko iskustvo i resurse za realizaciju infrastrukturnih projekata na osnovu privatno-javnog partnerstva (u daljem tekstu: "PJP"),

Na osnovu činjenice da CRBC već ima iskustvo u realizaciji kapitalnih infrastrukturnih projekata u Crnoj Gori, znanje o tehničkim i privrednim zahtjevima i preduslovima koje treba ispuniti za uspješnu realizaciju kapitalnih infrastrukturnih projekata, i da je posvećena unapređenju saradnje s Vladom, imajući u vidu da je Vlada identifikovala projekat autoputa Bar-Boljare kao jedan od najvažnijih razvojnih prioriteta,

Strane su se složile u pogledu sljedećeg:

Član 1. Opšti principi

Ispoljeno je zajedničko interesovanje Strana za realizaciju projekta autoputa Bar-Boljare, na dionici Mateševo-Andrijevice i dionici Andrijevice-Boljare (u daljem tekstu "Projekat"), na principima uzajamno korisne saradnje uz poštovanje dobre međunarodne prakse, u pravnim okvirima zakonodavstva u Crnoj Gori i Sporazuma o unapređenju saradnje u izgradnji infrastrukture između Vlade Narodne Republike Kine i Vlade Crne Gore, važećih u trenutku potpisivanja ovog Memoranduma.

CRBC ovim putem nedvosmisleno izražava svoje interesovanje za nastavak saradnje na realizaciji Projekta na principima PJP, pri čemu ovim putem i na ovaj način ispoljeno interesovanje jednog subjekta ničim ne sprečava i ne ograničava sve ostale zainteresovane subjekte da izraze svoje interesovanje i predloge za uzajamno korisnu saradnju na realizaciji Projekta, ne remeteći principe slobodne konkurencije, jednakog tretmana i nediskriminacije.

Strane se slažu da održe konsultancije u dobroj volji o mogućim uslovima i modalitetima saradnje na principima PJP za realizaciju Projekta u skladu da dobrom međunarodnom praksom i primjenjivim propisima Crne Gore.

Zajednička radna grupa, sastavljena od kompetentnih predstavnika Strana, čiji zadatak će biti razmatranje i eventualno usaglašavanje projektnih aktivnosti i vođenje pregovora o projektovanju, finansiranju, izgradnji i oblicima i uslovima za potencijalnu saradnju na Projektu, će se formirati nakon potpisivanja ovog Memoranduma.

CRBC je posvećena opsežnoj saradnji s lokalnim građevinskim i drugim kompanijama, uz poštovanje tržišnih principa poslovanja, a na način koji će osigurati *know-how* transfer uz primjenu relevantnih standarda, propisa i procedura.

Član 2. Završne odredbe

Ovaj Memorandum stupa na snagu danom potpisivanja i važi za period od 24 (dvadesetičetiri) mjeseca, i isti se može produžiti za dodatnih 6 (šest) mjeseci, ako jedna od Strana pisanim putem obavijesti drugu o svojoj namjeri produžavanja perioda važnosti, 2 (dva) mjeseca prije isteka definisanog roka važnosti.

Svaki spor u pogledu tumačenja i primjene ovog Memoranduma Strane će riješiti kroz konsultacije.

Ukoliko bilo koja ovdje sadržana odredba bude proglašena neefikasnom, nevažećom, ili neprimjenjivom, ta odredba će bez ikakvog uticaja na efektivnosti, validnost, legalnost i primjenjivost ostalih odredbi biti izdvojena iz ovog Memoranduma, koji će biti tumačen uzimajući u obzir sve namjere i ciljeve kao da te odredbe nije bilo.

Stavljanje Memoranduma, u cjelosti ili djelimično, van snage ne proizvodi negativne učinke na tekuću saradnju Strana i subjekata koje su one angažovale.

Član 3. Ostalo

Ovaj Memorandum je potpisan na engleskom jeziku i crnogorskom jeziku, u 4 (četiri) originalna primjerka od kojih svaka Strana zadržava po 2 (dva) originalna primjerka na engleskom jeziku i po 2 (dva) originalna primjerka na crnogorskom jeziku. U slučaju bilo kakve nedvosmislenosti prevlađaće verzija teksta na engleskom jeziku.

U POTVRDU TOGA, Strane ovdje stavljaju svoj potpis, na datum i u mjestu gore navedenom.

Za i u ime

Za i u ime

Vlade Crne Gore
Ministarstvo saobraćaja i pomorstva

China Road and Bridge Corporation

g-din Osman Nurković, ministar

g-din Sun Yaoguo, tehnički direktor

**MEMORANDUM OF UNDERSTANDING AND COOPERATION
FOR THE BAR-BOLJARE HIGHWAY CONSTRUCTION PROJECT
BASED ON THE PRINCIPLES FOR PRIVATE-PUBLIC PARTNERSHIP**

Signed and entered into force on 23.03.2018. in Podgorica, Montenegro, by and between the following Parties:

The Government of Montenegro, represented by the Ministry of Transport and Maritime Affairs of Montenegro, seated in Podgorica, St. 46 Rimski trg, 81000 Podgorica, Montenegro, represented by Mr. Osman Nurkovic, Minister (hereinafter referred to as "the Government")

And

China Road and Bridge Corporation, seated at C88 Andingmenwai Dajie Beijing, People's Republic of China, represented by Mr. Sun Yaoguo, Technical Director of China Road and Bridge Corporation, who presides over the business of investment (hereafter: "CRBC")

Aiming at further development of friendly relations and cooperation between the People's Republic of China and Montenegro,

Pursuant to the Agreement on Enhancing Cooperation in Infrastructure Construction between the Government of the People's Republic of China and the Government of Montenegro, signed on 23 June 2011, and the Amendments to the Agreement signed on 14 February 2014 (hereinafter referred to as "the Agreement"),

Based on the fact that CRBC has extensive experience and resources for the implementation of infrastructure projects based on private-public partnership (hereinafter: "PPP"),

Based on the fact that CRBC already has experience in implementation of capital infrastructure projects in Montenegro, knowledge of the technical and economic requirements and prerequisites to be met for the successful implementation of capital infrastructure projects, and that they are dedicated to the improvement of cooperation with the Government, bearing in mind that the Government identified the Bar-Boljare highway project as one of the most important development priorities,

The Parties agreed on the following:

Article 1 General Principles

The Parties expressed their common interest in the Bar-Boljare highway project implementation, on the Matesevo-Andrijevisa section and Andrijevisa-Boljare section (hereinafter referred to as "the Project"), on the principles of mutually beneficial cooperation in compliance with best international practices, within the legal framework of legislation in Montenegro and the Agreement on Enhancing Cooperation in Infrastructure Construction between the Government of the People's Republic of China and the Government of Montenegro, valid at the time of signing this Memorandum.

Hereby, the CRBC explicitly expresses its interest in continuing to cooperate on the Project implementation on the PPP principles, whereat an interest expressed in this way by one Party shall not prevent or restrict all interested parties from expressing their respective

interests and proposals for mutually beneficial cooperation on the Project implementation, not interfering with the principles of free competition, equal treatment and non-discrimination. The Parties agree to hold consultations in good will on possible conditions and modalities of cooperation on the PPP principles for the Project implementation in accordance with best international practices and the applicable regulations of Montenegro.

Joint Working Group, made up of competent representatives of the Parties and whose task will be to consider and eventually coordinate Project activities and conduct consultations on design, finance, construction, and forms and conditions for potential cooperation of the Project, shall be formed after signing of this Memorandum.

The CRBC is committed to extensive cooperation with local construction companies and other companies, while complying with the market principles of business, and in a way that will ensure the transfer of *know-how* with the application of relevant standards, regulations and procedures.

Article 2 Final Provisions

This Memorandum shall enter into force on the day of its signature and shall be valid for a period of 24 (twenty-four) months, and may be extended for an additional period of 6 (six) months if one of the Parties notifies the other in writing of their intention to extend the period of validity, 2 (two) months before the expiry of the defined period of validity.

Any dispute concerning the interpretation and application of this Memorandum shall be settled by the Parties through consultations.

If any of the provisions contained herein is declared ineffective, invalid or inapplicable, that provision shall have no effect on the effectiveness, validity, legality and applicability of the other provisions of this Memorandum, which shall be interpreted in the light of all intentions and objectives as if there were no such provision.

No suspension of this Memorandum, in whole or in part, shall negatively affect the ongoing co-operation of the Parties and the entities they have engaged.

Article 3 Miscellaneous

This Memorandum is signed in English and Montenegrin in 4 (four) original copies of which each Party shall retain 2 (two) original copies in English and 2 (two) original copies in the Montenegrin language. In the event of any ambiguity, the English version shall prevail.

IN WITNESS WHEREOF, the undersigned Parties have hereunto set their hands at the venue and on the date specified above.

For and on behalf of

**Government of Montenegro
Ministry of Transport and Maritime
Affairs**

For and on behalf of

China Road and Bridge Corporation

Mr. Osman Nurkovic, Minister

Mr. Sun Yaoguo, Technical Director