



**MEMORANDUM O RAZUMEVANJU I SARADNJI
NA IZRADI INFRASTRUKTURNOG PLANA CRNE GORE
IZMEĐU MINISTARSTVA SAOBRAĆAJA I POMORSTVA
I CHINA COMMUNICATIONS CONSTRUCTION COMPANY LTD.**

Memorandum je potpisan i stupio na snagu dana __.__.2014. godine u Podgorici, Crna Gora od strane i između:

MINISTARSTVA SAOBRAĆAJA I POMORSTVA, sa sjedištem u Podgorici, Rimski trg 46 koje predstavlja ministar, g-din Ivan Brajović (u daljem tekstu: "MSP")

- i -

CHINA COMMUNICATIONS CONSTRUCTION COMPANY LTD., državne kompanije koja je registrovana i organizovana po zakonu NR Kine, sa sjedištem u NR Kini, u Pekingu, Deshengmenwai Str., No. 85, Xicheng District, koju predstavlja predsjednik, g-din Wen Gang (u daljem tekstu: "CCCC").

PRI ČEMU, Vlada Crne Gore želi da razvije infrastrukturni plan za Crnu Goru (u daljem tekstu: "Plan").

PRI ČEMU, Vlada Crne Gore shvata hitnost i potrebu da se kompletira Plan i prihvata pomoć ponuđenu od strane China Communications Construction Company Ltd. da izradi Plan;

PRI ČEMU, MSP smatra da ponuda CCCC ima prednosti za interese crnogorske Vlade i slaže se sa početnom ponudom CCCC da izradi Plan, bez ikakvih troškova MSP.

DAKLE, Strane se slažu oko sljedećeg:

I. INFRASTRUKTURNI PLAN

Obim plana: CCCC će izraditi Plan (i druga povezana istraživanja) kao što je opisano u drugom stavu ispod.

Plan će obuhvatiti:

- analizu postojeće saobraćajne mreže;
- analizu saobraćajnih veza sa značajnim evropskim putevima i susjednim zemljama;
- planiranje budućeg razvoja prioritetne saobraćajne infrastrukture.



Pod saobraćajnom infrastrukturom za ovu svrhu Strane podrazumijevaju putnu, željezničku i lučku infrastrukturu.

Preliminarne informacije: U roku od trideset (30) dana od potpisivanja ovog Memoranduma, CCCC će MSP dostaviti listu zahtjeva za informacijama za koje CCCC želi da budu dostavljene od strane MSP („Lista“) zbog Plana; u roku od trideset (30) dana od prijema Liste, MSP će dostaviti CCCC informacije kojima raspolaže ili su dostupne MSP.

Predstavljanje Plana: Što prije je moguće po stupanju na snagu ovog Memoranduma, CCCC će organizovati i imenovati tim stručnjaka da izrade Plan. CCCC će predstaviti Plan MSP u najkraćem roku po potpisivanju ovog Memoranduma.

Rezerva: MSP se ni na koji način ne obavezuje rezultatima niti zaključcima ovog plana. MSP zadržava pravo da procijeni, prihvati, odbije, usvoji i/ili iskoristi Plan za svoje potrebe i namjene, bez ikakve odgovornosti, uz uslov da MSP neće dozvoliti da sadržaj informacija iz Plana ili bilo koji dokument ili informacija otkriveni MSP-u od strane CCCC, bude otkrivena ili korišćena na bilo koji način i bilo koju svrhu od strane bilo koga sem ovdje pomenutih Strana.

Troškovi izrade Plana: Sve troškove i izdatke za izradu i završetak ovog Plana snosiće samo CCCC, pod uslovom da su sve relevantne informacije koje su u posjedu MSP ili koje mogu biti dobijene od MSP bez nadoknade dostavljene kompaniji CCCC bez troškova i nadoknade.

Završetak Plana: Po završetku Plana, Strane se slažu da održe konsultacije o rezultatu plana i istraže, u dobroj volji, mogućnost smislenog učešća u sprovođenju infrastrukturnog projekta u skladu sa zakonom.

II. OPŠTE ODREDBE

Odvojivost: Ukoliko bilo koja ovde sadržana odredba bude proglašena neefikasnom, nevažećom, ništavom ili neprimjenjivom, ta odredba će (bez bilo kakvog uticaja na efektivnost, 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.

Dodatni pregledi: Ovaj Memorandum će biti predmet daljih pregleda od strane relevantnih vladinih institucija u Crnoj Gori i Kini, ukoliko su takvi pregledi neophodni.



Ovaj Memorandum stupa na snagu danom potpisivanja i važi tri (3) godine, počev od dana potpisivanja ovog Memoranduma.

III. OSTALE ODREDBE

Ovaj Memorandum je potpisan na engleskom i crnogorskom jeziku, u četiri (4) originalna primjerka, svaka verzija je podjednako važeća. U slučaju bilo kakve dvosmislenosti, prevladaće verzija na engleskom jeziku.

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

Ministarstvo saobraćaja i pomorstva

g. Ivan Brajovic
ministar

**China Communications Construction
Company Ltd.**

g. Chen Fenjian
predsjednik



**MEMORANDUM OF UNDERSTANDING AND COOPERATION
FOR INFRASTRUCTURE PLAN OF MONTENEGRO
BETWEEN MINISTRY OF TRANSPORT AND MARITIME AFFAIRS
OF MONTENEGRO
AND CHINA COMMUNICATIONS CONSTRUCTION COMPANY LTD**

The Memorandum made and executed on the ____ day of ____ 2014 at Podgorica, Montenegro, by and between

MINISTRY OF TRANSPORT AND MARITIME AFFAIRS with the office at Podgorica, Rimski trg 46, represented herein by its Minister, Mr. Ivan Brajovic (hereinafter referred to as: "MOTMA"),

- and -

CHINA COMMUNICATIONS CONSTRUCTION COMPANY LTD., a state-owned company created and organized under the laws of the People's Republic of China, with principle office at Deshengmenwai Str. No. 85, Xicheng District, Beijing, China, and represented herein by its Chairman, Mr. Wen Gang (hereinafter referred to as: "CCCC").

WHEREAS, the Government of Montenegro ("The Montenegro Government") seeks to develop an infrastructure plan for Montenegro (hereinafter referred to as: "The Plan").

WHEREAS, the Montenegro Government realizes the urgency and necessity of the completion of the Plan and has agreed to accept the technical assistance offered by China Communications Construction Company Ltd. through CCCC to undertake the Plan;

WHEREAS, the MOTMA considers the above CCCC proposal to be advantageous to the interests of the Montenegro Government and has agreed to CCCC's initial proposal to undertake the Plan, at no cost to MOTMA;

NOW THEREFORE, the Parties hereto agree as follows:

I. THE INFRASTRUCTURE PLAN

Scope of the Plan: The CCCC shall undertake the Plan (and such other related studies as it may deem necessary) as described in paragraph 2 hereunder.

The Plan shall include:

- analysis of the existing transportation network;



- analysis the transportation interconnection with the major European road and neighboring countries;
- planning of future development of the priorities transportation infrastructure.

Under transport infrastructure in this purpose, Parties understand: road, railway and port infrastructure.

Preliminary Information: Within thirty days (30) from the execution of this Memorandum, CCCC shall provide MOTMA, with a list of requirements with respect to information which CCCC would like MOTMA to supply (the "List") for the Plan, within thirty (30) days from receipt of the List, MOTMA shall furnish CCCC with the information requested by CCCC provided such information is in possession or available to MOTMA.

Presentation of the Plan: As soon as practicable after execution of this Memorandum, CCCC shall organize and appoint a team of experts to undertake the Plan. CCCC shall present the Plan to MOTMA as soon as possible from the date of this Memorandum.

Reservation: The MOTMA shall not be bound whatsoever by the results and conclusion of the Plan. The MOTMA reserves the right to evaluate, accept, reject, adopt and/or utilize the Plan for its own purposes and uses without any liability whatsoever, provided however that the MOTMA shall not permit the contents or information contained in the Plan or any relevant documents and/or information produced by the Plan including any information disclosed by CCCC to the MOTMA, to be disclosed to or otherwise used in any way or for any purpose whatsoever by anyone other than the Parties hereto.

Cost of the Plan: All costs and expenses to undertake and complete the Plan shall be for the sole account of CCCC, provided that any relevant information which is in the possession of the MOTMA or which can be obtained by the MOTMA without cost to it shall be provided to CCCC by the MOTMA free of the cost and charges to CCCC.

Completion of the Plan: After completion of the plan, the Parties hereto will conduct consultation on the result of the plan and explore in good faith the possibilities of the Parties having a meaningful participation in undertaking the infrastructure project in accordance with law.

II. GENERAL PROVISIONS

Separability: If any provision contained herein is declared ineffective, void, voidable or unenforceable that provision shall (without in any way affecting the effectivity, validity, legality and enforceability of remainder hereof) be severable herefrom and this



Memorandum shall be read and construed and take effect for all intents and purposes as if that provision were not contained herein.

Further Review: This Memorandum shall be subject to further review by pertinent government institutions in Montenegro and China, if such review are deemed necessary. This Memorandum shall enter into effect on the date of its signature and shall be valid for three (3) years, starting from the signing date of this Memorandum.

III. OTHER PROVISIONS

This Memorandum is signed in English and Montenegrin language, in four (4) originals, either text being equally valid. In the event of any ambiguity, the English version shall prevail.

IN WITNESS WHEREOF, the Parties hereto set their hand on the date and place first above written.

**Ministry of Transport and Maritime
Affairs**

Mr. Ivan Brajovic
Minister

**China Communications Construction
Company Ltd.**

Mr. Chen Fenjian
Chairman