

## **Informacija o polaznim osnovama za zaključivanje Ugovora o kreditu sa Evropskom investicionom bankom (EIB) za potrebe finansiranja Projekta opremanja zdravstvenih ustanova u Crnoj Gori, u iznosu do 27 miliona eura**

### **Opis Projekta**

Zakonom o budžetu za 2026. godinu i Odlukom o zaduživanju Crne Gore za 2026. godinu predviđena je mogućnost zaključivanja kreditnog aranžmana sa Evropskom investicionom bankom (EIB) za potrebe finansiranja „Projekta opremanja zdravstvenih ustanova u Crnoj Gori“, u iznosu do 32,00 miliona eura.

S tim u vezi, Ministarstvo zdravlja je u prethodnom periodu vodilo kontinuirane razgovore sa predstavnicima Evropske investicione banke (EIB) i uskladilo sve aktivnosti u vezi projekta, odnosno nabavku neophodne medicinske opreme u procijenjenoj vrijednosti od 27 miliona eura.

Predmetna oprema biće korišćena za opremanje novoizgrađenih objekata: Opšte bolnice u Pljevljima i Doma zdravlja u City kvartu u Podgorici, kao i za unapređenje opremljenosti postojećih zdravstvenih ustanova širom Crne Gore, u skladu sa definisanim prioritetima Ministarstva zdravlja. Planirana raspodjela sredstava je sljedeća: 2,67 miliona eura za opremanje novoizgrađenog Doma zdravlja u City kvartu, 5,28 miliona eura za opremanje nove Opšte bolnice u Pljevljima, dok će preostali iznos do 27 miliona eura biti usmjeren na nabavku medicinske opreme za ostale zdravstvene ustanove u Crnoj Gori, u skladu sa utvrđenim prioritetima.

Napominjemo da je predmetna nabavka opreme dio šireg projekta unapređenja zdravstvenog sistema u Crnoj Gori, koji ima za cilj odgovor na prioritetne potrebe zdravstvene infrastrukture i medicinske opreme. Projekat je koncipiran kroz dvije komponente. **Prva komponenta odnosi se na izgradnju novih zdravstvenih ustanova**, i obuhvata izgradnju Opšte bolnice u Pljevljima, Doma zdravlja „City Kvart“ u Podgorici, kao i Klinike za hematologiju u okviru Kliničkog centra Crne Gore u Podgorici. **Druga komponenta odnosi se na nabavku savremene medicinske opreme** za potrebe zdravstvenih ustanova širom Crne Gore.

Ukupna vrijednost projekta iznosi **114,86 miliona eura**. Komponenta izgradnje finansira se iz kreditnog aranžmana sa Bankom za razvoj Savjeta Evrope (CEB), u ukupnom iznosu od **83 miliona eura**, koji je potpisan u oktobru 2025. godine, dok je predmetni kreditni aranžman sa Evropskom investicionom bankom (EIB), u iznosu od **27 miliona eura**, namijenjen finansiranju komponente koja se odnosi na nabavku medicinske opreme. Preostali dio sredstava, u iznosu od **4,86 miliona eura**, biće obezbijeđen kroz učešće države.

Zdravstvene ustanove u Crnoj Gori suočavaju se sa problemom medicinske opreme koja u mnogim slučajevima nije obnovljena još od vremena izgradnje samih ustanova. Takva oprema često ne zadovoljava savremene medicinske standarde, što može uticati na tačnost dijagnostike, kvalitet liječenja i bezbjednost pacijenata. Zbog dugogodišnje upotrebe bez adekvatne modernizacije, povećava se rizik od kvarova i prekida u radu, što može dovesti do odlaganja pregleda i medicinskih procedura, kao i dodatnog opterećenja zdravstvenog sistema.

Nabavka nove medicinske opreme omogućila bi zdravstvenim ustanovama da unaprijede kvalitet zdravstvene zaštite, obezbijede precizniju i bržu dijagnostiku, kao i efikasnije liječenje pacijenata. Savremena oprema doprinosi sigurnijem izvođenju medicinskih procedura i olakšava rad zdravstvenom osoblju, čime se smanjuje vrijeme čekanja na preglede i intervencije. Takođe, održavanje stare opreme često iziskuje značajna finansijska sredstva zbog čestih popravki i nedostupnosti rezervnih djelova, dok nova oprema dugoročno može smanjiti troškove održavanja i povećati efikasnost rada zdravstvenih ustanova.

Uzimajući u obzir navedeno, ulaganje u novu medicinsku opremu predstavlja važan korak ka unapređenju zdravstvenog sistema u Crnoj Gori, poboljšanju kvaliteta usluga koje se pružaju građanima i usklađivanju zdravstvenih ustanova sa savremenim medicinskim standardima i tehnološkim razvojem.

### **Kreditni aranžman sa Evropskom investicionom bankom (EIB)**

Kao što je već navedeno, Zakonom o budžetu za 2026. godinu i Odlukom o zaduživanju Crne Gore za 2026. godinu predviđena je mogućnost zaključivanja kreditnog aranžmana sa Evropskom investicionom bankom (EIB) za potrebe finansiranja „Projekta opremanja zdravstvenih ustanova u Crnoj Gori“, u iznosu do 32,00 miliona eura;

Shodno navedenom, a u saradnji sa Ministarstvom zdravlja, Ministarstvo finansija je otpočelo komunikaciju sa **Evropskom investicionom bankom (EIB)** radi obezbjeđivanja finansijskih sredstava za realizaciju ovog projekta, koji je od velikog značaja za razvoj zdravstvene infrastrukture u Crnoj Gori. Kao prvi korak, razmijenjen je nacrt ugovora o kreditu između Ministarstva i EIB-a, u cilju usaglašavanja teksta istog.

Na osnovu preliminarne razgovora sa EIB-om predviđeno je zaključenje Ugovora o kreditu u ukupnom iznosu do **27 miliona eura**. U skladu sa nacrtom ugovora, kreditna sredstva se mogu povući u **najviše sedam tranši**, pri čemu iznos svake pojedinačne tranše može minimalno iznositi **4 miliona eura**, izuzev u situaciji kada je preostali raspoloživi iznos kredita manji od navedenog iznosa. Rok raspoloživosti, odnosno dostupnosti kreditnih sredstava iznosi 5 godina od datuma potpisivanja Ugovora.

**Kamatna stopa** će se određivati u trenutku svakog pojedinačnog povlačenja sredstava, pri čemu Država za svaku tranšu može **odabrati fiksnu ili varijabilnu kamatnu stopu**, u skladu sa ponudom koju dostavlja Banka prilikom svakog povlačenja. **Varijabilna kamatna stopa** formira se na osnovu relevantnog **EURIBOR-a**, uvećanog za pripadajuću **marginu**, i ažurira se na početku svakog obračunskog perioda. Visina kamatne stope zavisiće od uslova na međunarodnom finansijskom tržištu u momentu povlačenja sredstava. U skladu sa ugovorom, Država ima mogućnost i **naknadne revizije ili konverzije kamatne stope** za određenu tranšu, prema pravilima i procedurama utvrđenim u Ugovoru.

**Otplata kredita** vršiće se po tranšama, shodno amortizacionom planu koji će biti utvrđen za svaku tranšu posebno. Prva rata otplate kredita može početi **najranije 30 dana od** planiranog datuma povlačenja tranše kredita, a **najkasnije 5 godina** od tog datuma, odnosno **grejs period** ne može biti duži od 5 godina. Period otplate svake tranše pojedinačno može biti **najmanje 4 godine**, a **najviše 25 godina** od planiranog datuma isplate.

Dodatno, Nacrtom ugovora su predviđeni i sledeći **dodatni troškovi**:

- **Naknada za obradu kredita (Up-front fee)** – obračunava se jednokratno u visini od 0,1% na ukupno odobreni iznos zajma i iznos bi bio oduzet od prve tranše kredita.
- **Naknada na nepovučena sredstva za produženje roka raspoloživosti sredstava (Non-utilisation fee for extension of the Final Availability Date)** – ova naknada predstavlja trošak koji država plaća ukoliko zatraži produženje krajnjeg roka za povlačenje sredstava, a banka na to pristane. Naknada se obračunava na dio odobrenog kredita koji nije povučen niti otkazan, i to za period od prvobitnog krajnjeg roka raspoloživosti sredstava do novog, produženog roka koji je dogovoren između Države i banke.

- **Naknada za odlaganje povlačenja tranše (Deferment Fee)** – predstavlja naknadu koju Država plaća na iznos prihvaćene tranše koja je odložena ili suspendovana, odnosno nije povučena na zakazani datum isplate. Naknada se obračunava po godišnjoj stopi koja odgovara većoj vrijednosti od sljedećeg: (a) fiksne stope od 0,125% godišnje; ili (b) razlike između kamatne stope koja bi se primjenjivala na predmetnu tranšu da je bila povučena na zakazani datum isplate, i iznosa koji predstavlja jednomjesečni EURIBOR umanjen za 0,125%, pri čemu ako je ta vrijednost negativna, računa se kao nula. Naknada se obračunava od zakazanog datuma isplate tranše do stvarnog datuma povlačenja tranše, odnosno do dana otkazivanja prihvaćene tranše, u skladu sa odredbama ugovora.
- **Administrativna naknada (Administrative Fee)** – ova naknada plaća se u slučaju da Država, uz kraće obavještenje od 30 dana, zatraži prijevremenu otplatu tranše, djelimično ili u cijelosti. Naknada iznosi 10.000,00 EUR po svakoj tranši i pokriva administrativne troškove Banke u vezi sa obradom zahtjeva za prijevremenu otplatu.

Ministarstvo finansija će nastaviti pregovore sa EIB-om u cilju usaglašavanja konačne verzije Ugovora o kreditu, a nakon što ista bude usaglašena, Ministarstvo će informisati Vladu o uslovima ugovora i dostaviti konačan tekst ugovora na razmatranje i usvajanje.

**Draft 1 – 27/02/2026**  
**Subject to EIB full approval process and**  
**comments**  
Contract Number (FI N°) 99336  
Operation Number (Serapis N°) 2025-0290

# **UPGRADING MONTENEGRO HEALTH INFRASTRUCTURE**

(Investment Loan from own resources)

(EFSD+ Dedicated Investment Window 1)

## Finance Contract

*between*

Montenegro

*and the*

European Investment Bank

[•], \_\_\_\_\_ 2026

[•], \_\_\_\_\_ 2026

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**THIS CONTRACT IS MADE BETWEEN:**

MONTENEGRO, (the "**Borrower**")

of the first part, and

the European Investment Bank, (the "**Bank**")

of the second part.

The Bank and the Borrower together are referred to as the "**Parties**" and any of them is a "**Party**".

**WHEREAS:**

- (a) The Borrower has stated that it is undertaking a project of (1) the construction of three key healthcare facilities in Montenegro (the "**CEB Component**") and (2) the acquisition of equipment for over 30 institutions with modern diagnostic technology, significantly improving access, capacity and quality of medical services nationwide (the "**EIB Component**"), as more particularly described in the technical description (the "**Technical Description**") set out in Schedule A (the "**Project**"). The Project is part of a broader programme to modernise Montenegro's health sector, and the Borrower's Ministry of Health will be the promoter (the "**Promoter**") of this Project. The EIB Component will be financed by the Bank whereas the CEB Component will be financed by the Council of Europe Bank ("**CEB**") on parallel co-financing basis.
- (b) The total cost of the Project (excluding VAT), as estimated by the Bank, is EUR 114,860,000.00 (one hundred fourteen million eight hundred sixty thousand euros) and the Borrower has stated that it intends to finance the Project as follows:

<b>Source</b>	<b>Amount (EUR)</b>
Credit from the Bank	27,000,000
Credit from CEB	83,000,000
Borrower's contribution	4,860,000
<b>TOTAL</b>	<b>114,860,000</b>

- (c) The financing under this Contract is provided pursuant to the European Fund for Sustainable Development Plus ("**EFSD+**"), an integrated financial package supplying financing capacity in the form of grants, budgetary guarantees and financial instruments worldwide; and in particular under the exclusive investment window for operations with sovereign counterparts and non-commercial sub-sovereign counterparts under article 36.1 ("**EFSD+ DIW1**"). Pursuant to article 36.8 of the NDICI-GE Regulation, on 29 April 2022, the Bank and the European Union, represented by the European Commission, entered into an EFSD+ guarantee agreement (the "**EFSD+ DIW1 Guarantee Agreement**") whereby the European Union granted to the Bank a comprehensive guarantee for eligible financing operations of the Bank in respect of projects carried out in countries within the geographic areas referred to in article 4(2) of the NDICI-GE Regulation and in Annex I of the IPA III Regulation (the "**EFSD+ DIW1 Guarantee**"). Montenegro is an eligible country pursuant to the NDICI-GE Regulation and the IPA III Regulation.
- (d) Montenegro and the Bank concluded on 22 May 2007 a framework agreement governing the Bank's activities in the territory of Montenegro (the "**Framework Agreement**"). By signing this Contract (as defined below), the Borrower gives its formal consent in accordance with the Framework Agreement to the loan financing to be provided hereunder falling within the scope of the Framework Agreement. The Borrower confirms the Bank's preferred creditor status as an international financial institution.
- (e) In order to fulfil the financing plan set out in Recital (b), the Borrower has requested from the Bank a credit of EUR 27,000,000.00 (twenty seven million euros).
- (f) The Bank, considering that the financing of the Project falls within the scope of its functions and having regard to the statements and facts cited in these Recitals, has decided to give effect to the Borrower's request providing to it a credit in an amount of EUR 27,000,000.00 (twenty seven million euros) under this finance contract (the "**Contract**"); provided that the amount of the Bank's loan shall not, in any case, exceed 50% (fifty per cent) of the total cost of the Project set out in Recital (b).
- (g) The Borrower has authorised the borrowing of the sum of EUR 27,000,000.00 (twenty seven million euros) represented by this credit on the terms and conditions set out in this Contract.
- (h) The Borrower and the CEB entered into a loan agreement (the "**CEB Loan Agreement**") pursuant to which the CEB agrees to provide a loan in a total amount of EUR 83,000,000.00 (eighty-three million euros) for the purposes of financing the CEB Component.
- (i) The Statute of the Bank provides that the Bank shall ensure that its funds are used as rationally as possible in the interests of the European Union; and, accordingly, the terms and conditions of the Bank's loan operations must be consistent with relevant policies of the European Union.

- (j) The Bank considers that access to information plays an essential role in the reduction of environmental and social risks, including human rights violations, linked to the projects it finances and has therefore established its transparency policy, the purpose of which is to enhance the accountability of the Bank's group towards its stakeholders.
- (k) The Bank supports the implementation of international and European Union standards in the field of anti-money laundering and countering the financing of terrorism and promotes tax good governance standards. It has established policies and procedures to avoid the risk of misuse of its funds for purposes which are illegal or abusive in relation to applicable laws. The Bank's group statement on tax fraud, tax evasion, tax avoidance, aggressive tax planning, money laundering and financing of terrorism is available on the Bank's website and offers further guidance to the Bank's contracting counterparties.<sup>1</sup>
- (l) The Bank has established an overarching policy framework that allows the Bank's Group to focus on sustainable and inclusive development, committing to a just and fair transition and supporting the transition to economies and communities that are climate and disaster resilient, low carbon, environmentally sound and more resource-efficient. The policy framework includes the EIB Group Environmental and Social Policy and the EIB Environmental and Social Standards. The EIB Group Environmental and Social Policy and the EIB Environmental and Social Standards are available on the Bank's website and offers further guidance to the Bank's contracting counterparties.
- (m) This operation is financed under a programme mentioned in Article 5l of the Council Regulation (EU) No 833/2014 of 31 July 2014, which provides that it is prohibited to provide direct or indirect support including financing and financial assistance or any other benefit to (i) a legal person, entity or body established in Russia or (ii) a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50% (fifty per cent) by an entity referred to in (i) of this paragraph, unless permitted pursuant to such Council Regulation.

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<sup>1</sup> <http://www.eib.org/about/compliance/tax-good-governance/index.htm?f=search&media=search>

**NOW THEREFORE** it is hereby agreed as follows:

## **INTERPRETATION AND DEFINITIONS**

### **Interpretation**

In this Contract:

- (a) wherever the Borrower shall perform an obligation to do, or not do, any action under this Contract, related to the implementation or the execution of the Project, it is understood that the Borrower can, or will, perform such obligation through the Promoter;
- (b) references to "Articles", "Recitals" and "Schedules" are, save if explicitly stipulated otherwise, references respectively to articles of, and recitals, schedules and annexes to this Contract;
- (c) references to "law" or "laws" mean:
  - (i) any applicable law and any applicable treaty, constitution, statute, legislation, decree, normative act, rule, regulation, judgement, order, writ, injunction, determination, award or other legislative or administrative measure or judicial or arbitral decision in any jurisdiction which is binding or applicable case law; and
  - (ii) EU Law;
- (d) references to "applicable law", "applicable laws" or "applicable jurisdiction" mean:
  - (i) a law or jurisdiction applicable to the Borrower, its rights and/or obligations (in each case arising out of or in connection with this Contract), its capacity and/or assets and/or the Project; and/or, as applicable
  - (ii) a law or jurisdiction (including in each case the Bank's Statute) applicable to the Bank, its rights, obligations, capacity and/or assets;
- (e) references to a provision of law or a treaty are references to that provision as amended or re-enacted;
- (f) references to any other agreement or instrument are references to that other agreement or instrument as amended, novated, supplemented, extended or restated;
- (g) words and expressions in plural shall include singular and vice versa; and
- (h) references to "month" mean a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that and subject to the definition of Payment Date, Article 5.1 and Schedule B and unless provided otherwise in this Contract:
  - (i) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; and
  - (ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
- (i) a reference in this Contract to a page or screen of an information service displaying a rate shall include:
  - (i) any replacement page of that information service which displays that rate; and
  - (ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service,

and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Bank.

## Definitions

In this Contract:

"**4th AML Directive**" means Directive 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing as amended, supplemented or restated.

"**5th AML Directive**" means Directive 2018/843 of the European Parliament and of the Council of 19 June 2018 on anti-money laundering and terrorist financing as amended, supplemented or restated.

"**Accepted Tranche**" means a Tranche in respect of which a Disbursement Offer has been duly accepted by the Borrower in accordance with its terms on or before the Disbursement Acceptance Deadline.

"**Agreed Deferred Disbursement Date**" has the meaning given to it in Article 1.5.A(2)(b).

"**AML Directives**" means the 4th AML Directive and the 5th AML Directive.

"**Authorisation**" means an authorisation, permit, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Authorised Signatory**" means a person authorised to sign individually or jointly (as the case may be) Disbursement Acceptances on behalf of the Borrower and named in the most recent List of Authorised Signatories and Accounts received by the Bank prior to the receipt of the relevant Disbursement Acceptance.

"**Beneficial Owner(s)**" has the meaning given to such term in the AML Directives.

"**Business Day**" means a day (other than a Saturday or Sunday) on which the Bank and commercial banks are open for general business in Luxembourg.

"**Cancelled Tranche**" has the meaning given to it in Article 1.6.C(2).

"**CEB**" has the meaning given to it in Recital (a).

"**CEB Component**" has the meaning given to it in Recital (a).

"**CEB Environmental and Social Standards**" means the environmental and social standards, requirements and guidelines adopted by CEB under its *Environmental and Social Safeguards Policy*, approved on 17 November 2016, as applicable to Component 2, and including those set out in the *Handbook for the Preparation and Implementation of Projects* as updated on 14 February 2023.

"**CEB Loan Agreement**" has the meaning given to it in Recital (h).

"**Change-of-Law Event**" has the meaning given to it in Article 4.3.A(3).

"**Close Associate(s)**" means "persons known to be close associates" as defined in the AML Directives.

"**Contract**" has the meaning given to it in Recital (e).

"**Contract Number**" means the Bank generated number identifying this Contract and indicated on the cover page of this Contract after the letters "FI N°".

"**Credit**" has the meaning given to it in Article 1.1.

"**Declaration of Honour**" means the "Declaration of Honour" under EFSD+ signed by the Borrower on [•] 2026.

"**Deferment Fee**" means a fee calculated on the amount of an Accepted Tranche deferred or suspended at the rate of the higher of:

- (a) 0.125% (12.5 basis points), per annum; and
- (b) the percentage rate by which:
  - (i) the interest rate that would have been applicable to such Tranche had it been disbursed to the Borrower on the Scheduled Disbursement Date, exceeds
  - (ii) EURIBOR (one month rate) less 0.125% (12.5 basis points), unless such rate is less than zero in which case it shall be set at zero.

Such fee shall accrue from the Scheduled Disbursement Date to the Disbursement Date or, as the case may be, until the date of cancellation of the Accepted Tranche in accordance with this Contract.

"**Disbursement Acceptance**" means a copy of the Disbursement Offer duly countersigned by the Borrower in accordance with the List of Authorised Signatories and Accounts.

"**Disbursement Acceptance Deadline**" means the date and time of expiry of a Disbursement Offer, as specified therein.

"**Disbursement Account**" means, in respect of each Tranche, the bank account to which disbursements may be made under this Contract, as set out in the most recent List of Authorised Signatories and Accounts.

"**Disbursement Date**" means the date on which disbursement of a Tranche is made by the Bank.

"**Disbursement Offer**" means a letter substantially in the form set out in Schedule C.

"**Dispute**" has the meaning given to it in Article 11.2.

"**Disruption Event**" means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with this Contract; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of either the Bank or the Borrower, preventing that Party from:
  - (i) performing its payment obligations under this Contract; or
  - (ii) communicating with the other Party,

and which disruption (in either such case as per (a) or (b) above) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"**EFSD+**" has the meaning given in Recital (c).

"**EFSD+ DIW1**" has the meaning given in Recital (c).

"**EFSD+ DIW1 Guarantee**" has the meaning given in Recital (c).

"**EFSD+ DIW1 Guarantee Agreement**" has the meaning given in Recital (c).

"**EIB Component**" has the meaning given to it in Recital (a).

"**EIB Environmental and Social Standards**" means the EIB Environmental and Social Standards of 2022 which are published on the Bank's website and which describe the environmental and social requirements that all EIB-financed projects must meet and the responsibilities of the various parties, including the Borrower.

"**Eligible Expenditure**" means expenditure (including costs of design and supervision, if relevant, and net of taxes and duties payable by the Borrower (including, acting through the Promoter) incurred by the Borrower (including, acting through the Promoter) for the Project, in respect of works, goods and services relating to the EIB Component specified in the Technical Description as eligible for financing under the Credit (for the avoidance of doubt excluding rights of way which shall be financed by the Borrower), which have been the object of contract or contracts executed on terms satisfactory to the Bank, having regard to the most recent edition of the Bank's Guide to Procurement. For the purpose of calculating the equivalent in EUR of any sum spent in another currency, the Bank shall apply the reference exchange rate computed and published for that currency by the European Central Bank on such date falling within 15 (fifteen) days before the date of disbursement as the Bank shall decide (or, failing such a rate, the relevant exchange rate or rates then prevailing on any financial market reasonably chosen by the Bank).

"**Environment**" means the following, in so far as they affect human health or social well-being:

- (a) fauna and flora, living organisms including the ecological systems;
- (b) land, soil, water (including marine and coastal waters), air, climate and the landscape (natural or man-made structures, whether above or below ground);
- (c) cultural heritage (natural, tangible and intangible);
- (d) the built environment; and

(e) human health and wellbeing.

**"Environmental and Social Documents" means:**

- (a) in the context of the EIB Component, if any, all of the Environmental and Social Approvals; and
- (b) in the context of the CEB Component:
  - (i) the environmental impact assessment as defined under the CEB Loan Agreement; and
  - (ii) any and all of the Environmental and Social Approvals.

**"Environmental and Social Standards" means:**

- (a) in the context of the EIB Component:
  - (i) Environmental Laws and Social Laws applicable to the EIB Component or the Borrower;
  - (ii) the EIB Environmental and Social Standards; and
  - (iii) the Environmental and Social Documents.
- (b) in the context of the CEB Component:
  - (i) Environmental Laws and Social Laws applicable to the CEB Component or the Borrower;
  - (ii) the EIB Environmental and Social Standards
  - (iii) the CEB Environmental and Social Standards; and
  - (iv) the Environmental and Social Documents.

**"Environmental or Social Approval" means any Authorisation required by an Environmental Law or a Social Law.**

**"Environmental or Social Claim"** means any claim, proceeding, formal notice or investigation by any person in respect of any breach or alleged breach of any Environmental and Social Standards.

**"Environmental Law" means:**

- (a) EU law, including principles and standards save for any derogation accepted by the Bank for the purpose of this Contract based on any agreement between Montenegro and the EU;
- (b) laws and regulations of Montenegro; and
- (c) international treaties and conventions signed and ratified by or otherwise applicable and binding on Montenegro,

of which a principal objective is the preservation, protection or improvement of the Environment.

**"EU Law"** means the *acquis communautaire* of the European Union as expressed through the Treaties of the European Union, the regulations, directives, delegated acts, implementing acts, and the case law of the Court of Justice of the European Union.

**"EUR"** or **"euro"** means the lawful currency of the Member States of the European Union, which adopt or have adopted it as their currency in accordance with the relevant provisions of the Treaty on European Union and the Treaty on the Functioning of the European Union.

**"EURIBOR"** has the meaning given to it in Schedule B.

**"Event of Default"** means any of the circumstances, events or occurrences specified in Article 10.1.

**"Family Member(s)"** has the meaning given to such term in the AML Directives.

**"Final Availability Date"** means the day falling 60 (sixty) months after the signature of this Contract and if such day is not a Relevant Business Day, then the preceding Relevant Business Day.

**"Financial Regulation"** means **Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EC, Euratom) No 966/2012 (OJ L 193, 30.7.2018, p. 1).**

"**Financing of Terrorism**" means the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out any of the offences listed in the Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism and replacing Council Framework Decision 2002/475/JHA and amending Council Decision 2005/671/JHA (as amended, replaced or re-enacted from time to time).

"**Fixed Rate**" means an annual interest rate determined by the Bank in accordance with the applicable principles from time to time laid down by the governing bodies of the Bank for loans made at a fixed rate of interest, denominated in the currency of the Tranche and bearing equivalent terms for the repayment of capital and the payment of interest. Such rate shall not be of negative value.

"**Fixed Rate Tranche**" means a Tranche on which the Fixed Rate is applied.

"**Floating Rate**" means a fixed-spread floating annual interest rate, determined by the Bank for each successive Floating Rate Reference Period equal to the Relevant Interbank Rate plus the Spread. If the Floating Rate for any Floating Rate Reference Period is calculated to be below zero, it will be set at zero.

"**Floating Rate Reference Period**" means each period from one Payment Date to the next relevant Payment Date; the first Floating Rate Reference Period shall commence on the Disbursement Date of the Tranche and end on the first Payment Date, except if such period is 15 (fifteen) days or less, in which case the first Floating Rate Reference Period shall end on the next (second) Payment Date following the Disbursement Date of the Tranche provided that, in any event, such period cannot exceed 12 (twelve) months from the Disbursement Date, and the applicable Relevant Interbank Rate for that period shall be determined pursuant to Schedule B - Definition of EURIBOR.

"**Floating Rate Tranche**" means a Tranche on which the Floating Rate is applied.

"**Framework Agreement**" has the meaning given in Recital (d).

"**GAAP**" means generally accepted accounting principles in Montenegro, including IFRS.

"**Guide to Procurement**" means the Guide to Procurement published on EIB's website<sup>2</sup> that informs the promoters of projects financed in whole or in part by the EIB of the arrangements to be made for procuring works, goods and services required for the Project.

"**IFRS**" means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"**Illegality Event**" has the meaning given to it in Article 4.3.A(4).

["ILO" means the International Labour Organisation.](#)

["ILO Standards" means any treaty, convention or covenant of the ILO signed and ratified by or otherwise applicable and binding on Montenegro, and the Core Labour Standards \(as defined in the ILO Declaration on Fundamental Principles and Rights at Work\).](#)

"**Indemnifiable Prepayment Event**" means a Prepayment Event other than the Non-EIB Financing Prepayment Event, Illegality Event or Change of Law Event.

"**Interest Revision/Conversion**" means the determination of new financial conditions relative to the interest rate, specifically the same interest rate basis ("**revision**") or a different interest rate basis ("**conversion**") which can be offered for the remaining term of a Tranche or until the next Interest Revision/Conversion Date, if any.

"**Interest Revision/Conversion Date**" means the date, which shall be a Payment Date, specified by the Bank in the Disbursement Offer.

"**Interest Revision/Conversion Proposal**" means a proposal made by the Bank under Schedule D.

"**Interest Revision/Conversion Request**" means a written notice from the Borrower, delivered at least 75 (seventy-five) days before an Interest Revision/Conversion Date, requesting the Bank to submit

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<sup>2</sup> <https://www.eib.org/en/publications/guide-to-procurement.htm> Please note that the reference is to the version of the Guide in force at the time of the relevant project procurement that it a.

to it an Interest Revision/Conversion Proposal. The Interest Revision/Conversion Request shall also specify:

- (a) the Payment Dates chosen in accordance with the provisions of Article 3.1;
- (b) the amount of the Tranche for which the Interest Revision/Conversion shall apply; and
- (c) any further Interest Revision/Conversion Date chosen in accordance with Article 3.1.

**"IPA III Regulation"** means Regulation (EU) 2021/1529 of the European Parliament and of the Council of 15 September 2021 establishing the Instrument for Pre-Accession assistance (IPA III).

**"List of Authorised Signatories and Accounts"** means a list, in form and substance satisfactory to the Bank, setting out:

- (a) the Authorised Signatories, accompanied by evidence of signing authority of the persons named on the list and specifying if they have individual or joint signing authority;
- (b) the specimen signatures of such persons;
- (c) the bank account(s) to which disbursements may be made under this Contract (specified by IBAN code if the country is included in the IBAN Registry published by SWIFT, or in the appropriate account format in line with the local banking practice), BIC/SWIFT code of the bank and the name of the bank account(s) beneficiary, together with evidence that such account(s) have been opened in the name of the beneficiary; and
- (d) the bank account(s) from which payments under this Contract will be made by the Borrower (specified by IBAN code if the country is included in the IBAN Registry published by SWIFT, or in the appropriate account format in line with the local banking practice), BIC/SWIFT code of the bank and the name of the bank account(s) beneficiary, together with evidence that such account(s) have been opened in the name of the beneficiary.

**"Live Pricing Tranche"** has the meaning given to it in Article 1.2.B(b).

**"Loan"** means the aggregate of the amounts disbursed from time to time by the Bank under this Contract.

**"Loan Outstanding"** means the aggregate of the amounts disbursed from time to time by the Bank under this Contract that remains outstanding.

**"Market Disruption Event"** means any of the following circumstances:

- (a) there are, in the reasonable opinion of the Bank, events or circumstances adversely affecting the Bank's access to its sources of funding;
- (b) in the opinion of the Bank, funds are not available from the Bank's ordinary sources of funding in order to adequately fund a Tranche in the relevant currency and/or for the relevant maturity and/or in relation to the reimbursement profile of such Tranche; or
- (c) in relation to a Floating Rate Tranche:
  - (i) the cost to the Bank of obtaining funds from its sources of funding, as determined by the Bank, for a period equal to the Floating Rate Reference Period of such Tranche (i.e. in the money market) would be in excess of the applicable Relevant Interbank Rate; or
  - (ii) the Bank determines that adequate and fair means do not exist for ascertaining the applicable Relevant Interbank Rate for the relevant currency of such Tranche.

**"Material Adverse Change"** means, any event or change of condition, which, in the opinion of the Bank has a material adverse effect on:

- (a) the ability of the Borrower (including the Promoter) to perform its obligations under this Contract or under CEB Loan Agreement or any Transactional Document;
- (b) the business, operations, property, condition (financial or otherwise) or prospects of the Borrower (including the Promoter); or
- (c) the legality, validity or enforceability of, or the effectiveness or ranking of, or the value of any Security granted to the Bank in relation with this Contract, or the rights or remedies of the Bank under this Contract.

**"Maturity Date"** means the last Repayment Date of a Tranche specified pursuant to Article 4.1.A(b)(iv).

**"Money Laundering"** means:

- (a) the conversion or transfer of property, knowing that such property is derived from criminal activity or from an act of participation in such activity, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of such activity to evade the legal consequences of his action;
- (b) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing that such property is derived from criminal activity or from an act of participation in such activity;
- (c) the acquisition, possession or use of property, knowing, at the time of receipt, that such property was derived from criminal activity or from an act of participation in such activity; or
- (d) participation in, association to commit, attempts to commit and aiding, abetting, facilitating and counselling the commission of any of the actions mentioned in the foregoing points.

**"NDICI-GE Regulation"** means Regulation (EU) 2021/947 of the European Parliament and of the Council of 9 June 2021 establishing the Neighbourhood, Development and International Cooperation Instrument – Global Europe.

**"Non-EIB Financing"** has the meaning given to it in Article 4.3.A(2).

**"Non-EIB Financing Prepayment Event"** has the meaning given to it in Article 4.3.A(2).

**"Payment Account"** means the bank account from which payments under this Contract will be made by the Borrower, as set out in the most recent List of Authorised Signatories and Accounts.

**"Payment Date"** means the annual, semi-annual or quarterly dates specified in the Disbursement Offer until and including the Interest Revision/Conversion Date, if any, or the Maturity Date, save that, in case any such date is not a Relevant Business Day, it means:

- (b) for a Fixed Rate Tranche either:
  - (i) the following Relevant Business Day, without adjustment to the interest due under Article 3.1; or
  - (ii) the preceding Relevant Business Day with adjustment (but only to the amount of interest due under Article 3.1 that accrued over the last interest period), in case repayment of principal is made in a single instalment in accordance with Schedule D point C ; and
- (c) for a Floating Rate Tranche, the following Relevant Business Day in that month, or, failing that, the nearest preceding Relevant Business Day, in all cases with corresponding adjustment to the interest due under Article 3.1.

**"Prepayment Amount"** means the amount of a Tranche to be prepaid by the Borrower in accordance with Article 4.2.A or Article 4.3.A, as applicable.

**"Prepayment Date"** means the date, as requested by the Borrower and agreed by the Bank or indicated by the Bank (as applicable) on which the Borrower shall effect prepayment of a Prepayment Amount.

**"Prepayment Event"** means any of the events described in Article 4.3.A.

**"Prepayment Indemnity"** means in respect of any principal amount to be prepaid, the amount communicated by the Bank to the Borrower as the present value (calculated as of the Prepayment Date) of the excess, if any, of:

- (a) the interest that would accrue thereafter on the Prepayment Amount over the period from the Prepayment Date to the Interest Revision/Conversion Date, if any, or the Maturity Date, if it were not prepaid; over
- (b) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.19% (nineteen basis points).

The said present value shall be calculated at a discount rate equal to the Redeployment Rate, applied as of each relevant Payment Date.

**"Prepayment Notice"** means a written notice from the Bank to the Borrower in respect of prepayment of a Fixed Rate Tranche and/or a Floating Rate Tranche in accordance with Article 4.2.C, specifying the Prepayment Amount, the Prepayment Date, the accrued interest due, the fee under Article 4.2.D, if any, and in respect of Fixed Rate Tranches only, the Prepayment Indemnity, if any, due on the Prepayment Amount.

**"Prepayment Offer"** means a written notice from the Bank to the Borrower in accordance with Article 4.2.C.

**"Prepayment Request"** means a written request from the Borrower to the Bank to prepay all or part of the Loan Outstanding, in accordance with Article 4.2.A.

**"Prohibited Conduct"** means any Financing of Terrorism, Money Laundering or Prohibited Practice.

**"Prohibited Practice"** means any:

- (a) Coercive Practice, meaning the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party;
- (b) Collusive Practice, meaning an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (c) Corrupt Practice, meaning the offering, giving, receiving or soliciting, directly or indirectly, of anything of value by a party to influence improperly the actions of another party;
- (d) Fraudulent Practice, meaning any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial (including, for the avoidance of taxation related) or other benefit or to avoid an obligation;
- (e) Obstructive Practice, meaning in relation to an investigation into a Coercive, Collusive, Corrupt or Fraudulent Practice in connection with this Loan or the Project, (a) destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators, with the intent to impede the investigation; (b) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (c) acts intending to impede the exercise of the EIB Group's contractual rights of audit or inspection or access to information;
- (f) Tax Crime, meaning all offences, including tax crimes relating to direct taxes and indirect taxes and as defined in the national law of Montenegro, which are punishable by deprivation of liberty or a detention order for a maximum of more than 1 (one) year;
- (g) Misuse of EIB Group Resources and Assets, meaning any illegal activity committed in the use of the EIB Group's resources or assets (including the funds lent under this Contract) knowingly or recklessly; or
- (h) any other illegal activity that may affect the financial interests of the European Union, according to the applicable laws.

**"Project"** has the meaning given to it in Recital (a).

**"Project Implementation Unit"** means a team of professional and support staff, under the supervision of the Promoter, with the necessary administrative powers as well as physical and financial resources necessary to implement the Project.

**"Project Cost Reduction Event"** has the meaning given to it in Article 4.3.A(1).

**"Promoter"** has the meaning given to it in Recital (a).

**"Redeployment Rate"** means the fixed annual rate determined by the Bank, being a rate which the Bank would apply on the day of the indemnity calculation to a loan that has the same currency, the same terms for the payment of interest and the same repayment profile to the Interest Revision/Conversion Date, if any, or the Maturity Date as the Tranche in respect of which a prepayment or cancellation is proposed or requested to be made. Such rate shall not be of negative value.

**"Relevant Business Day"** means a day on which real time gross settlement system operated by the Eurosystem (T2), or any successor system, is open for the settlement of payments in EUR.

**"Relevant Interbank Rate"** means EURIBOR.

**"Relevant Party"** has the meaning given to it in Article 8.3.

**"Relevant Person"** means any ministries, other central executive government bodies or other governmental sub-divisions or any of their officials or representatives, or any other person acting for any of them, on its behalf, or under its control, having the authority to manage and/or supervise the Credit, the Loan or the Project.

**"Repayment Date"** shall mean each of the Payment Dates specified for the repayment of the principal of a Tranche in the Disbursement Offer, in accordance with Article 4.1.

**"Requested Deferred Disbursement Date"** has the meaning given to it in Article 1.5.A(1)(a)(ii).

**"Sanctioned Person"** means any individual or entity (for the avoidance of doubt, the term entity includes, but is not limited to, any government, group or terrorist organisation) who is a designated target of, or who is otherwise a subject of, Sanctions (including, without limitation, as a result of being owned or otherwise controlled, directly or indirectly, by any individual or entity, who is a designated target of, or who is otherwise a subject of, Sanctions).

**"Sanctions"** means the economic or financial sanctions laws, regulations, trade embargoes or other restrictive measures (including, in particular, but not limited to, measures in relation to the financing of terrorism) enacted, administered, implemented or enforced from time to time by any of the following:

- (a) the United Nations including, *inter alia*, the United Nations Security Council;
- (b) the European Union, including, *inter alia*, the Council of the European Union and the European Commission, and any other competent bodies/institutions or agencies of the European Union;
- (c) the government of the United States of America, and any department, division, agency, or office thereof, including, *inter alia*, the Office of Foreign Asset Control (OFAC) of the United States Department of the Treasury, the United States Department of State and/or the United States Department of Commerce; and
- (d) the government of the United Kingdom, and any department, division, agency, office or authority, including, *inter alia*, the Office of Financial Sanctions Implementation of His Majesty's Treasury and the Department for International Trade of the United Kingdom.

**"Scheduled Disbursement Date"** means the date on which a Tranche is scheduled to be disbursed in accordance with Article 1.2.C, which shall be a Relevant Business Day falling at least 10 (ten) days after the date of the Disbursement Offer or the successful live pricing call, and on or before the Final Availability Date.

**"Security"** means any mortgage, pledge, lien, charge, assignment, hypothecation, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Social Law"** means each of:

- (a) EU law, including principles and standards save for any derogation accepted by the Bank for the purpose of this Contract based on any agreement between [the host state] and the EU;
- (b) any law, rule or regulation applicable in Montenegro relating to Social Matters;
- (c) any ILO Standards;

- (d) any United Nations treaty, convention or covenant on human rights signed and ratified by or otherwise applicable and binding on Montenegro.

"**Social Matters**" means all, or any of, the following: (i) labour and employment conditions, (ii) occupational health and safety, (iii) protection and empowerment of rights and interests of indigenous peoples, ethnic minorities and vulnerable groups, (iv) cultural heritage (tangible and intangible), (v) public health, safety and security, (vi) involuntary physical resettlement and/or economic displacement and loss of livelihood of persons, and (vii) public participation and stakeholder engagement.

"**Spread**" means the fixed spread (being of either positive or negative value) to the Relevant Interbank Rate, as determined by the Bank and notified to the Borrower in the relevant Disbursement Offer, or in the Interest Revision/Conversion Proposal.

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"**Technical Description**" has the meaning given to it in Recital (a).

"**Tranche**" means each disbursement made or to be made under this Contract. In case no Disbursement Acceptance has been received, Tranche shall mean a Live Pricing Tranche or a Tranche as offered under Article 1.2.B.

"**Transactional Documents**" means any document entered into by the Borrower (including the Promoter), and one or more contractor(s) related to the construction, implementation, commissioning, operation or maintenance of the Project.

## ARTICLE 1

### Credit and Disbursements

#### **1.1 Amount of Credit**

By this Contract the Bank establishes in favour of the Borrower, and the Borrower accepts, a credit in an amount of EUR 27,000,000.00 (twenty-seven million euros) for the financing of the Project (the "**Credit**").

#### **1.2 Disbursement procedure**

##### **1.2.A** Tranches

The Bank shall disburse the Credit in up to 7 (seven) Tranches. The amount of each Tranche shall be in a minimum amount of EUR 4,000,000 (four million euros) or (if less) the entire undrawn balance of the Credit.

##### **1.2.B** Disbursement Offer

Upon request by the Borrower and subject to Article 1.4.A, provided that no event mentioned in Article 1.6.B has occurred and is continuing, the Bank shall after the receipt of such request, in its own discretion either:

- (a) send to the Borrower within 5 (five) Business Days after the receipt of such request a Disbursement Offer for the disbursement of a Tranche. The Disbursement Offer shall include information as set out in Schedule C; or

- (b) notify the Borrower that the terms of the disbursement of the requested Tranche shall be agreed during a recorded live pricing call to be held between the Bank and the Borrower (the "**Live Pricing Tranche**"). In such case, subject to Articles 1.4.B and 1.4.C, and following a successful live pricing call between the Bank and the Borrower during which the Parties agree on the terms of the disbursement of the requested Tranche, the Bank shall send to the Borrower, on the same Business Day and after such successful pricing call, a Disbursement Offer reflecting the terms agreed during the call, which shall include information as set out in Schedule C. The Borrower shall confirm the Live Pricing Tranche as an Accepted Tranche and accept a Disbursement Offer by delivering a Disbursement Acceptance to the Bank by no later than the Disbursement Acceptance Deadline pursuant to paragraph (a) of Article 1.2.C. The latest time for conclusion of a successful live pricing process is 5 (five) Business Days before the Final Availability Date.

The latest time for receipt by the Bank of such Borrower's request under this Article 1.2.B is 15 (fifteen) Business Days before the Final Availability Date.

The Parties agree that a Disbursement Offer may be issued by the Bank as an unsigned document and in such case shall be considered validly executed and delivered on behalf of the Bank provided that such Disbursement Offer is sent by email from the following e-mail address [EIB-FirmDisbursementOffer@eib.org](mailto:EIB-FirmDisbursementOffer@eib.org) to the e-mail address of the Borrower indicated in Article 12.1.B.

### **1.2.C Disbursement Acceptance**

- (a) The Borrower may accept a Disbursement Offer by delivering a Disbursement Acceptance to the Bank no later than the Disbursement Acceptance Deadline, to be followed by registered letter in accordance with Article 12.1.A. The Disbursement Acceptance shall be signed by an Authorised Signatory with individual representation right or two or more Authorised Signatories with joint representation right and shall specify the Disbursement Account to which the disbursement of the Tranche should be made in accordance with Article 1.2.D.
- (b) If a Disbursement Offer is duly accepted by the Borrower in accordance with its terms on or before the Disbursement Acceptance Deadline, the Bank shall make the Accepted Tranche available to the Borrower in accordance with the relevant Disbursement Offer and subject to the terms and conditions of this Contract.
- (c) For Tranches other than Live Pricing Tranches, the Borrower shall be deemed to have refused any Disbursement Offer which has not been duly accepted in accordance with its terms on or before the Disbursement Acceptance Deadline.
- (d) The Bank may rely on the information set out in the most recent List of Authorised Signatories and Accounts provided to the Bank by the Borrower. If a Disbursement Acceptance is signed by a person defined as Authorised Signatory under the most recent List of Authorised Signatories and Accounts provided to the Bank by the Borrower, the Bank may assume that such person has the power to sign and deliver in the name and on behalf of the Borrower such Disbursement Acceptance.

### **1.2.D Disbursement Account**

Disbursement shall be made to the Disbursement Account specified in the relevant Disbursement Acceptance, provided that such Disbursement Account is acceptable to the Bank.

Notwithstanding Article 5.2(e), the Borrower acknowledges that payments to a Disbursement Account notified by the Borrower shall constitute disbursements under this Contract as if they had been made to the Borrower's own bank account.

Only one Disbursement Account may be specified for each Tranche.

## **1.3 Currency of disbursement**

The Bank shall disburse each Tranche in EUR.

## **1.4 Conditions of disbursement**

### **1.4.A Condition precedent to the first request for Disbursement Offer**

The Bank shall have received from the Borrower in form and substance satisfactory to the Bank:

- (a) evidence that the execution of this Contract by the Borrower has been duly authorised and that the person or persons signing this Contract on behalf of the Borrower is/are duly authorised to do so together with the specimen signature of each such person or persons;
- (b) 2 (two) originals of this Contract duly executed by all Parties; and
- (c) the List of Authorised Signatories and Accounts,

prior to requesting a Disbursement Offer under Article 1.2.B by the Borrower. Any request for a Disbursement Offer made by the Borrower without the above documents having been received by the Bank and to its satisfaction shall be deemed not made.

### **1.4.B First Tranche**

The disbursement of the first Tranche under Article 1.2 is conditional upon receipt by the Bank, in form and substance satisfactory to it, on or before the date falling 6 (six) Business Days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche, of the following documents or evidence:

- (a) evidence that the Borrower (including, acting through the Promoter) have obtained all necessary Authorisations, required in connection with this Contract and the Project;
- (b) a legal opinion issued by the Protector of the Property Legal Interests of Montenegro (Zaštitnik imovinsko pravnih interesa Crne Gore), confirming, among others:
  - (i) the conclusion of this Contract and its execution by the Minister of Finance of Montenegro has been duly authorised by a decision of the Borrower's Government;
  - (ii) the valid choice of Luxembourg law as the governing law of this Contract;
  - (iii) the valid choice of jurisdiction of the Court of Justice of the European Union under this Contract, and the recognition and enforcement of judgments of the Court of Justice of the European Union in any proceedings taken in Montenegro;
  - (iv) the Contract has been validly executed, is in full force and effect, valid, binding and enforceable in accordance with its terms;
  - (v) the financing of the Project falls within the scope of the Framework Agreement; and
  - (vi) no exchange control restrictions are in place or consents are required in order to permit the receipt of all amounts to be disbursed hereunder on the account mentioned in Article 1.2.D and to permit the repayment of the Loan and the payment of interest and all other amounts due under this Contract;
- (c) evidence that a Project Implementation Unit is in operation with terms of reference, staff, resources and technical assistance, all to the Bank's satisfaction;
- (d) a complete procurement plan to the Bank's satisfaction, covering all contracts to be paid out of with the proceeds of the Loans;
- (e) that the Borrower has taken all action necessary to exempt from taxation for all payments of principal, interest and other sums due hereunder and to permit the payment of all such sums gross without deduction of tax at source shall have been taken; and
- (f) that any necessary exchange control consents shall have been obtained to permit receipt of disbursements hereunder, repayment of the same and payment of interest and all other amounts due hereunder; such consents must extend to the opening and maintenance of the accounts to which disbursement of the Credit is directed.

## 1.4.C All Tranches

The disbursement of each Tranche under Article 1.2, including the first, is subject to the following conditions:

- (a) that the Bank has received, in form and substance satisfactory to it, on or before the date falling 6 (six) Business Days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche, of the following documents or evidence:
  - (i) a certificate from the Borrower in the form of Schedule E.1 signed by an authorised representative of the Borrower and dated no earlier than the date falling 15 (fifteen) days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively);
  - (ii) evidence that the Borrower (including, acting through the Promoter) will incur Eligible Expenditure in an amount at least equal to the 80% of the amount of the Tranche to be disbursed, within 180 (hundred and eighty) days following the Scheduled Disbursement Date of such relevant Tranche;
  - (iii) evidence that the Borrower (including, acting through the Promoter) has incurred Eligible Expenditure in an amount of at least equal to the aggregate of 80% (eighty per cent) of the amount of the last disbursed Tranche and 100% (one hundred per cent) of the amounts of all previously disbursed Tranches;
  - (iv) a copy of any other authorisation or other document, opinion or assurance which the Bank has notified the Borrower is necessary or desirable in connection with the entry into and performance of, and the transactions contemplated by, this Contract or the legality, validity, binding effect or enforceability of the same; and
- (b) that on the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, on the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche:
  - (i) the representations and warranties which are repeated pursuant to Article 6 are correct in all respects; and
  - (ii) no event or circumstance which constitutes or would with the passage of time or the giving of notice or making of any determination under this Contract (or any combination of the foregoing) constitute:
    - (1) an Event of Default; or
    - (2) a Prepayment Eventhas occurred and is continuing unremedied or unwaived or would result from the disbursement of the proposed Tranche.
- (c) in respect of a Live Pricing Tranche, that a Disbursement Acceptance duly countersigned by the Borrower has been delivered to the Bank within the deadline specified therein, pursuant to Article 1.2.B(b).

## 1.5 Deferment of disbursement

### 1.5.A Grounds for deferment

#### 1.5.A(1) *Borrower's request*

- (a) The Borrower may send a written request to the Bank requesting the deferral of the disbursement of an Accepted Tranche. The written request must be received by the Bank at least 5 (five) Business Days before the Scheduled Disbursement Date of the Accepted Tranche and specify:
  - (i) whether the Borrower would like to defer the disbursement in whole or in part, and if in part, the amount to be deferred; and

- (ii) the date until which the Borrower would like to defer a disbursement of the above amount (the "**Requested Deferred Disbursement Date**"), which must be a date falling not later than:
  - (1) 6 (six) months from its Scheduled Disbursement Date;
  - (2) 30 (thirty) days prior to the first Repayment Date; and
  - (3) the Final Availability Date.
- (b) Upon receipt of such a written request, the Bank shall defer the disbursement of the relevant amount until the Requested Deferred Disbursement Date.

*1.5.A(2) Failure to satisfy conditions to disbursement*

- (a) The disbursement of an Accepted Tranche shall be deferred if any condition for disbursement of such Accepted Tranche referred to in Article 1.4 is not fulfilled both:
  - (i) at the date specified for fulfilment of such condition in Article 1.4; and
  - (ii) at its Scheduled Disbursement Date (or, where the Scheduled Disbursement Date has been deferred previously, the date expected for disbursement).
- (b) The Bank and the Borrower shall agree the date until which the disbursement of such Accepted Tranche shall be deferred (the "**Agreed Deferred Disbursement Date**"), which must be a date falling:
  - (i) not earlier than 6 (six) Business Days following the fulfilment of all conditions of disbursement; and
  - (ii) not later than the Final Availability Date.
- (c) Without prejudice to the Bank's right to suspend and/or cancel the undisbursed portion of the Credit in whole or in part pursuant to Article 1.6.B, the Bank shall defer disbursement of such Accepted Tranche until the Agreed Deferred Disbursement Date.

*1.5.A(3) Deferment FEE*

If disbursement of an Accepted Tranche is deferred pursuant to paragraphs 1.5.A(1) or 1.5.A(2) above, the Borrower shall pay the Deferment Fee.

**1.5.B Cancellation of a disbursement deferred by 6 (six) months**

If a disbursement has been deferred by more than 6 (six) months in aggregate pursuant to Article 1.5.A, the Bank may notify the Borrower in writing that such disbursement shall be cancelled and such cancellation shall take effect on the date of such written notification. The amount of the disbursement which is cancelled by the Bank pursuant to this Article 1.5.B shall remain available for disbursement under Article 1.2.

**1.6 Cancellation and suspension**

**1.6.A Borrower's right to cancel**

- (a) The Borrower may send a written notice to the Bank requesting a cancellation of the undisbursed Credit or a portion thereof.
- (b) In its written notice, the Borrower:
  - (i) must specify whether the Credit shall be cancelled in whole or in part and, if in part, the amount of the Credit to be cancelled; and
  - (ii) must not request any cancellation of an Accepted Tranche, which has a Scheduled Disbursement Date falling within 5 (five) Business Days of the date of such written notice.
- (c) Upon receipt of such written notice, the Bank shall cancel the requested portion of the Credit with immediate effect.

## 1.6.B Bank's right to suspend and cancel

- (a) At any time upon the occurrence of the following events, the Bank may notify the Borrower in writing that the undisbursed portion of the Credit shall be suspended and/or (except upon the occurrence of a Market Disruption Event) cancelled in whole or in part:
  - (i) a Prepayment Event;
  - (ii) an Event of Default;
  - (iii) an event or circumstance which would with the passage of time or the giving of notice or the making of any determination under this Contract (or any combination of the foregoing) constitute a Prepayment Event or an Event of Default; or
  - (iv) a Market Disruption Event provided the Bank has not received a Disbursement Acceptance.
- (b) On the date of such written notification from the Bank the relevant portion of the Credit shall be suspended and/or cancelled with immediate effect. Any suspension shall continue until the Bank ends the suspension or cancels the suspended amount.

## 1.6.C Indemnity for suspension and cancellation of a Tranche

### 1.6.C(1) *Suspension*

If the Bank suspends an Accepted Tranche upon the occurrence of an Indemnifiable Prepayment Event or an Event of Default or of an event or circumstance which would with the passage of time or the giving of notice or the making of any determination under this Contract (or any combination of the foregoing) constitute an Indemnifiable Prepayment Event or an Event of Default, the Borrower shall pay to the Bank the Deferment Fee calculated on the amount of such Accepted Tranche.

### 1.6.C(2) *Cancellation*

- (a) If an Accepted Tranche which is a Fixed Rate Tranche (the "**Cancelled Tranche**") is cancelled:
  - (i) by the Borrower pursuant to Article 1.6.A; or
  - (ii) by the Bank upon an Indemnifiable Prepayment Event or an event or circumstance which would with the passage of time or the giving of notice or the making of any determination under this Contract (or any combination of the foregoing) constitute an Indemnifiable Prepayment Event or pursuant to Article 1.5.B,the Borrower shall pay to the Bank an indemnity on such Cancelled Tranche.
- (b) Such indemnity shall be:
  - (i) calculated assuming that the Cancelled Tranche had been disbursed and repaid on the same Scheduled Disbursement Date or, to the extent the disbursement of the Tranche is currently deferred or suspended, on the date of the cancellation notice; and
  - (ii) in the amount communicated by the Bank to the Borrower as the present value (calculated as of the date of cancellation) of the excess, if any, of:
    - (1) the interest that would accrue thereafter on the Cancelled Tranche over the period from the date of cancellation pursuant to this Article 1.6.C(2), to the Interest Revision/Conversion Date, if any, or the Maturity Date, if it were not cancelled; over
    - (2) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.19% (nineteen basis points).The said present value shall be calculated at a discount rate equal to the Redeployment Rate applied as of each relevant Payment Date of the applicable Tranche.
- (c) If the Bank cancels any Accepted Tranche upon the occurrence of an Event of Default, the Borrower shall indemnify the Bank in accordance with Article 10.3.

## **1.7 Cancellation after expiry of the Credit**

On the day following the Final Availability Date, unless otherwise specifically notified in writing by the Bank to the Borrower, any part of the Credit in respect of which no Disbursement Acceptance has been received in accordance with Article 1.2.C shall be automatically cancelled, without any further notice from the Bank to the Borrower and without any liability arising on the part of either Party.

## **1.8 Up-front fee**

The Borrower authorises the Bank to retain out of the first Tranche an up-front fee in an amount equivalent to 0.1% (10 basis points) of the Credit.

An amount retained by the Bank out of the first Tranche in payment of the up-front fee shall be treated as having been disbursed by the Bank.

If:

- (a) no disbursement takes place, the Borrower shall pay to the Bank the up-front fee on the Final Availability Date; or
- (b) the Credit is cancelled in full under Article 1.6 prior to the Final Availability Date, the Borrower shall pay to the Bank the up-front fee on the date of such cancellation.

## **1.9 Non-utilisation fee for extension of the Final Availability Date**

If the Borrower requests an extension of the Final Availability Date and the Bank, at its sole discretion, agrees to such an extension, the Borrower shall pay to the Bank a non-utilisation fee calculated on the daily undrawn and uncanceled balance of the Credit from the Final Availability Date until the extended availability date, as agreed between the Borrower and the Bank.

## **1.10 Sums due under Articles 1.5 and 1.6**

Sums due under Articles 1.5 and 1.6 shall be payable:

- (a) in EUR; and
- (b) within 15 (fifteen) days of the Borrower's receipt of the Bank's demand or within any longer period specified in the Bank's demand.

## **ARTICLE 2**

### **The Loan**

## **2.1 Amount of Loan**

The Loan shall comprise the aggregate amount of Tranches disbursed by the Bank under the Credit, as confirmed by the Bank pursuant to Article 2.3.

## **2.2 Currency of payments**

The Borrower shall pay interest, principal and other charges payable in respect of each Tranche in the currency in which such Tranche was disbursed.

Other payments, if any, shall be made in the currency specified by the Bank having regard to the currency of the expenditure to be reimbursed by means of that payment.

### **2.3 Confirmation by the Bank**

The Bank shall deliver to the Borrower the amortisation table referred to in Article 4.1, if any, showing the Disbursement Date, the currency, the amount disbursed, the repayment terms and the interest rate for each Tranche, not later than 10 (ten) calendar days after the Scheduled Disbursement Date for such Tranche.

## **ARTICLE 3**

### **Interest**

#### **3.1 Rate of interest**

##### **3.1.A Fixed Rate Tranches**

The Borrower shall pay interest on the outstanding balance of each Fixed Rate Tranche at the Fixed Rate quarterly, semi-annually in arrear on the relevant Payment Dates as specified in the Disbursement Offer, commencing on the first such Payment Date following the Disbursement Date of the Tranche. If the period from the Disbursement Date to the first Payment Date is 15 (fifteen) days or less then the payment of interest accrued during such period shall be postponed to the following (second) Payment Date. Interest shall be calculated on the basis of Article 5.1(a).

##### **3.1.B Floating Rate Tranches**

The Borrower shall pay interest on the outstanding balance of each Floating Rate Tranche at the Floating Rate quarterly or semi-annually in arrear on the relevant Payment Dates, as specified in the Disbursement Offer commencing on the first such Payment Date following the Disbursement Date of the Tranche.

The Bank shall notify the Borrower of the Floating Rate within 10 (ten) days following the commencement of each Floating Rate Reference Period.

If pursuant to Articles 1.5 and 1.6 disbursement of any Floating Rate Tranche takes place after the Scheduled Disbursement Date, the Relevant Interbank Rate applicable to the first Floating Rate Reference Period shall be determined in accordance with Schedule B for the Floating Rate Reference Period commencing on the Disbursement Date and not on the Scheduled Disbursement Date.

Interest shall be calculated in respect of each Floating Rate Reference Period on the basis of Article 5.1(b).

##### **3.1.C Revision or Conversion of Tranches**

Where the Borrower exercises an option to revise or convert the interest rate basis of a Tranche, it shall, from the effective Interest Revision/Conversion Date (in accordance with the procedure set out in Schedule D) pay interest at a rate determined in accordance with the provisions of Schedule D.

#### **3.2 Interest on overdue sums**

Without prejudice to Article 10 and by way of exception to Article 3.1, if the Borrower fails to pay any amount payable by it under this Contract on its due date, interest shall accrue on any overdue amount payable under the terms of this Contract from the due date to the date of actual payment at an annual rate equal to:

- (a) for overdue sums related to Floating Rate Tranches, the applicable Floating Rate plus 2% (200 basis points);
- (b) for overdue sums related to Fixed Rate Tranches, the higher of:

- (i) the applicable Fixed Rate plus 2% (200 basis points); or
- (ii) the Relevant Interbank Rate (one month) plus 2% (200 basis points); and
- (c) for overdue sums other than under (a) or (b) above, the Relevant Interbank Rate (one month) plus 2% (200 basis points),

and shall be payable in accordance with the demand of the Bank. For the purpose of determining the Relevant Interbank Rate in relation to this Article 3.2(b) and (c), the relevant periods within the meaning of Schedule B shall be successive periods of 1 (one) month commencing on the due date. Any unpaid but due interest may be capitalised in conformity with article 1154 of the Luxembourg Civil Code. For the avoidance of doubt, capitalisation of interest shall occur only for interest due but unpaid for a period of more than one year. The Borrower hereby agrees in advance to have the unpaid interest due for a period of more than one year compounded and that as of the capitalisation, such unpaid interest will in turn produce interest at the interest rate set out in this Article 3.2.

Notwithstanding Article 3.2(c) above, if the overdue sum is in a currency for which no Relevant Interbank Rate is specified in this Contract, the relevant interbank rate, or as determined by the Bank, the relevant risk-free rate that is generally retained by the Bank for transactions in that currency shall apply plus 2% (200 basis points), calculated in accordance with the market practice for such rate.

### **3.3 Market Disruption Event**

If at any time:

- (a) from the receipt by the Bank of a Disbursement Acceptance in respect of a Tranche; and
- (b) until the date falling 20 (twenty) Business Days prior to the Scheduled Disbursement Date

a Market Disruption Event occurs, the Bank may notify the Borrower that this Article 3.3 has come into effect.

Irrespective of the currency of disbursement accepted by the Borrower originally for the Tranche, the Bank shall notify to the Borrower the EUR equivalent to be disbursed on the Scheduled Disbursement Date. The rate of interest applicable to such Accepted Tranche until the Maturity Date or the Interest Revision/Conversion Date if any, shall be the percentage rate per annum which is the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

The Borrower shall have the right to refuse in writing such disbursement within the deadline specified in the notice and shall bear charges incurred as a result, if any, in which case the Bank shall not effect the disbursement and the corresponding portion of the Credit shall remain available for disbursement under Article 1.2. If the Borrower does not refuse the disbursement in time, the Parties agree that the disbursement in EUR and the conditions thereof shall be fully binding for all Parties. The Spread or Fixed Rate previously accepted by the Borrower shall no longer be applicable.

## **ARTICLE 4**

### **Repayment**

#### **4.1 Normal repayment**

##### **4.1.A Repayment by instalments**

- (a) The Borrower shall repay each Tranche by instalments on the Repayment Dates specified in the relevant Disbursement Offer in accordance with the terms of the amortisation table delivered pursuant to Article 2.3.
- (b) Each amortisation table shall be drawn up on the basis that:

- (i) in the case of a Fixed Rate Tranche without an Interest Revision/Conversion Date, repayment shall be made quarterly, semi-annually or annually by equal instalments of principal or constant instalments of principal and interest;
- (ii) in the case of a Fixed Rate Tranche with an Interest Revision/Conversion Date or a Floating Rate Tranche, repayment shall be made by equal quarterly, semi-annual or annual instalments of principal;
- (iii) the first Repayment Date of each Tranche shall fall not earlier than 30 (thirty) days from the Scheduled Disbursement Date and not later than the Repayment Date immediately following the 5<sup>th</sup> (fifth) anniversary of the Scheduled Disbursement Date of the Tranche; and
- (iv) the last Repayment Date of each Tranche shall fall not earlier than 4 (four) years and not later than 25 (twenty-five) years from the Scheduled Disbursement Date.

## **4.2 Voluntary prepayment**

### **4.2.A Prepayment option**

Subject to Articles 4.2.B, 4.2.C and 4.4, the Borrower may prepay all or part of any Tranche, together with accrued interest and indemnities if any, upon giving a Prepayment Request not earlier than 60 (sixty) and not later than 30 (thirty) calendar days' prior notice specifying:

- (a) the Prepayment Amount;
- (b) the Prepayment Date;
- (c) if applicable, the choice of application method of the Prepayment Amount in line with Article 5.5.C(a); and
- (d) the Contract Number.

The Prepayment Request shall be irrevocable.

### **4.2.B Prepayment indemnity**

#### *4.2.B(1) Fixed rate tranche*

Subject to Article 4.2.B(3) below, if the Borrower prepays a Fixed Rate Tranche, the Borrower shall pay to the Bank on the Prepayment Date the Prepayment Indemnity in respect of the Fixed Rate Tranche which is being prepaid.

#### *4.2.B(2) Floating rate tranche*

Subject to Article 4.2.B(3) below, the Borrower may prepay a Floating Rate Tranche without indemnity.

#### *4.2.B(3) REVISION/CONVERSION*

Prepayment of a Tranche on its Interest Revision/Conversion Date may be effected without indemnity except if the Borrower has accepted pursuant to Schedule D a Fixed Rate under an Interest Revision/Conversion Proposal.

### **4.2.C Prepayment mechanics**

Upon presentation by the Borrower to the Bank of a Prepayment Request in respect of a Fixed Rate Tranche, the Bank shall issue a Prepayment Offer to the Borrower, not later than 15 (fifteen) days prior to the Prepayment Date. The Prepayment Offer shall specify the Prepayment Amount, the Prepayment Date, the accrued interest due thereon, the Prepayment Indemnity payable under Article 4.2.B(1), the fee under Article 4.2.D, if any, the method of application of the Prepayment Amount and the deadline by which the Borrower may accept the Prepayment Offer.

If the Borrower accepts the Prepayment Offer no later than by the deadline specified therein, the Bank shall send to the Borrower, no later than 10 (ten) days prior to the relevant Prepayment Date, a Prepayment Notice. If the Borrower does not duly accept the Prepayment Offer, the Borrower may not effect the prepayment in respect of such Fixed Rate Tranche.

Upon presentation by the Borrower to the Bank of a Prepayment Request in respect of a Floating Rate Tranche, the Bank shall issue a Prepayment Notice to the Borrower, not later than 10 (ten) days prior to the Prepayment Date.

The Borrower shall pay the amount specified in the Prepayment Notice on the relevant Prepayment Date.

#### **4.2.D Administrative Fee**

If the Bank exceptionally accepts, solely upon the Bank's discretion, a Prepayment Request with prior notice of less than 30 (thirty) calendar days, the Borrower shall pay to the Bank a fee of EUR 10,000.00 (ten thousand euro) per each Tranche requested to be prepaid, partly or in full, in consideration of the administrative costs incurred by the Bank in connection with such voluntary prepayment. In such case, the Bank shall not be under an obligation to observe the deadlines to send a Prepayment Offer and/or the Prepayment Notice, as applicable, pursuant to this Contract.

### **4.3 Compulsory prepayment and cancellation**

#### **4.3.A Prepayment Events**

##### *4.3.A(1) Project cost reduction event*

- (a) The Borrower shall promptly inform the Bank if a Project Cost Reduction Event has occurred or is likely to occur. At any time after the occurrence of a Project Cost Reduction Event the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan Outstanding up to the amount by which the Credit exceeds the limit referred to in paragraph (c) below together with accrued interest and all other amounts accrued and outstanding under this Contract in relation to the proportion of the Loan Outstanding to be prepaid.
- (b) The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date falling not less than 30 (thirty) days from the date of the demand.
- (c) For the purpose of this Article, "**Project Cost Reduction Event**" means that the total cost of the Project falls below the figure stated in Recital (b) so that the amount of the Credit exceeds (together with any other credits provided by the Bank for this Project, if any):
  - (i) 50% (fifty per cent); and/or
  - (ii) when aggregated with the amount of any other funds from the European Union made available for the Project, 70% (seventy per cent),of such total cost of the Project.

##### *4.3.A(2) Non-EIB Financing prepayment event*

- (a) The Borrower shall promptly inform the Bank if a Non-EIB Financing Prepayment Event has occurred or is likely to occur. At any time after the occurrence of a Non-EIB Financing Prepayment Event the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract in relation to the proportion of the Loan Outstanding to be prepaid.
- (b) The proportion of the Credit that the Bank may cancel and the proportion of the Loan Outstanding that the Bank may require to be prepaid shall be the same as the proportion that the prepaid amount of the Non-EIB Financing bears to the aggregate outstanding amount of all Non-EIB Financing.

- (c) The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.
- (d) Paragraph (a) does not apply to any voluntary prepayment (or repurchase or cancellation, as the case may be) of a Non-EIB Financing:
  - (i) made with a prior written consent of the Bank;
  - (ii) made within a revolving credit facility; or
  - (iii) made out of the proceeds of any financial indebtedness having a term at least equal to the unexpired term of such Non-EIB Financing prepaid;
- (e) For the purposes of this Article:
  - (i) "**Non-EIB Financing Prepayment Event**" means any case where the Borrower, voluntarily prepays (for the avoidance of doubt, such prepayment shall include a voluntary repurchase or cancellation of any creditor's commitment, as the case may be) a part or the whole of any Non-EIB Financing; and
  - (ii) "**Non-EIB Financing**" means any financial indebtedness (save for the Loan and any other direct financial indebtedness from the Bank to the Borrower), or any other obligation for the payment or repayment of money originally made available to the Borrower) for a term of more than 3 (three) years.

*4.3.A(3) Change of law EVENT*

The Borrower shall promptly inform the Bank if a Change-of-Law Event has occurred or is likely to occur. In such case, or if the Bank has reasonable cause to believe that a Change-of-Law Event has occurred or is about to occur, the Bank may request that the Borrower consult with it. Such consultation shall take place within 30 (thirty) days from the date of the Bank's request. If, after the lapse of 30 (thirty) days from the date of such request for consultation the Bank is of the opinion that:

- (a) such Change-of-Law Event would materially impair the Borrower's ability to perform its obligations under this Contract, and
- (b) the effects of such Change-of-Law Event cannot be mitigated to its satisfaction,

the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract.

The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

For the purposes of this Article "**Change-of-Law Event**" means the enactment, promulgation, execution or ratification of or any change in or amendment to any law, rule or regulation (or in the application or official interpretation of any law, rule or regulation), or the imposition of any Sanctions, that occurs after the date of this Contract and which could impair the Borrower's ability to perform its obligations under this Contract.

*4.3.A(4) Illegality event*

- (a) Upon becoming aware of an Illegality Event:
  - (i) the Bank shall promptly notify the Borrower, and
  - (ii) the Bank may immediately (A) suspend or cancel the undisbursed portion of the Credit, and/or (B) demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract on the date indicated by the Bank in its notice to the Borrower.
- (b) For the purposes of this Article, "**Illegality Event**" means that:
  - (i) it becomes unlawful in any applicable jurisdiction, or it becomes or is likely to become contrary to any Sanctions, for the Bank to:

- (A) perform any of its obligations as contemplated in this Contract; or
- (B) fund or maintain the Loan;
- (ii) the Framework Agreement is or is likely to be:
  - (A) repudiated by Montenegro or not binding on Montenegro in any respect;
  - (B) not effective in accordance with its terms or is alleged by the Borrower to be ineffective in accordance with its terms.
  - (C) breached by Montenegro, in that any obligation assumed by Montenegro under the Framework Agreement ceases to be fulfilled as regards any financing made to any borrower in the territory of Montenegro from the resources of the Bank, or the EU; or
  - (D) not applicable to the Project or the rights of the Bank under the Framework Agreement cannot be enforced in respect of the Project.
- (iii) in respect of the EFSD+ DIW1 Guarantee:
  - (A) it is no longer valid or in full force and effect;
  - (B) any conditions for cover thereunder are not fulfilled;
  - (C) it is not effective in accordance with its terms or is alleged to be ineffective in accordance with its terms; or
  - (D) Montenegro ceases to be an eligible country pursuant to the NDICI-GE Regulation, the IPA III Regulation, or any other applicable law or instrument governing EFSD+.

#### **4.3.B** Prepayment mechanics

Any sum demanded by the Bank pursuant to Article 4.3.A, together with any interest or other amounts accrued or outstanding under this Contract including, without limitation, any indemnity due under Article 4.3.C, shall be paid on the Prepayment Date indicated by the Bank in its notice of demand.

#### **4.3.C** Prepayment indemnity

##### *4.3.C(1) FIXED RATE TRANCHE*

If the Borrower prepays a Fixed Rate Tranche in case of an Indemnifiable Prepayment Event, the Borrower shall pay to the Bank on the Prepayment Date the Prepayment Indemnity in respect of the Fixed Rate Tranche that is being prepaid.

##### *4.3.C(2) FLOATING RATE TRANCHE*

The Borrower may prepay the Floating Rate Tranches without the Prepayment Indemnity.

#### **4.4** General

##### **4.4.A** No prejudice to Article 10

This Article 4 shall not prejudice Article 10.

##### **4.4.B** No reborrowing

A repaid or prepaid amount may not be reborrowed.

## **ARTICLE 5**

### **Payments**

#### **5.1 Day count convention**

Any amount due by way of interest, indemnity or the Deferment Fee from the Borrower under this Contract, and calculated in respect of a fraction of a year, shall be determined on the following respective conventions:

- (a) under a Fixed Rate Tranche, a year of 360 (three hundred and sixty) days and a month of 30 (thirty) days; and
- (b) under a Floating Rate Tranche, a year of 360 (three hundred and sixty) days and the number of days elapsed.

#### **5.2 Time and place of payment**

- (a) Unless otherwise specified in this Contract or in the Bank's demand, all sums other than sums of interest, indemnity and principal are payable within 15 (fifteen) days of the Borrower's receipt of the Bank's demand.
- (b) Each sum payable by the Borrower under this Contract shall be paid to the relevant account notified by the Bank to the Borrower. The Bank shall notify the account not less than 15 (fifteen) days before the due date for the first payment by the Borrower and shall notify any change of account not less than 15 (fifteen) days before the date of the first payment to which the change applies. This period of notice does not apply in the case of payment under Article 10.
- (c) The Borrower shall indicate the Contract Number in the payment details for each payment made hereunder.
- (d) A sum due from the Borrower shall be deemed paid when the Bank receives it.
- (e) Any disbursements by and payments to the Bank under this Contract shall be made using the Disbursement Account (for disbursements by the Bank) and the Payment Account (for payments to the Bank).

#### **5.3 No set-off by the Borrower**

All payments to be made by the Borrower under this Contract shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

#### **5.4 Disruption to Payment Systems**

If either the Bank determines (in its discretion) that a Disruption Event has occurred or the Bank is notified by the Borrower that a Disruption Event has occurred:

- (a) the Bank may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of this Contract as the Bank may deem necessary in the circumstances;
- (b) the Bank shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes; and
- (c) the Bank shall not be liable for any damages, costs or losses whatsoever arising as a result of a Disruption Event or for taking or not taking any action pursuant to or in connection with this Article 5.4.

#### **5.5 Application of sums received**

##### **5.5.A General**

Sums received from the Borrower shall only discharge its payment obligations if received in accordance with the terms of this Contract.

### **5.5.B Partial payments**

If the Bank receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under this Contract, the Bank shall apply that payment, in the order set out below, in or towards:

- (a) *pro rata* to each of any unpaid fees, costs, indemnities and expenses due under this Contract;
- (b) any accrued interest due but unpaid under this Contract;
- (c) any principal due but unpaid under this Contract; and
- (d) any other sum due but unpaid under this Contract.

### **5.5.C Allocation of sums related to Tranches**

- (a) In case of:
  - (i) a partial voluntary prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied *pro rata* to each outstanding instalment, or, at the request of the Borrower, in inverse order of maturity; or
  - (ii) a partial compulsory prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied in reduction of the outstanding instalments in inverse order of maturity.
- (b) Sums received by the Bank following a demand under Article 10.1 and applied to a Tranche, shall reduce the outstanding instalments in inverse order of maturity. The Bank may apply sums received between Tranches at its discretion.
- (c) In case of receipt of sums which cannot be identified as applicable to a specific Tranche, and on which there is no agreement between the Bank and the Borrower on their application, the Bank may apply these between Tranches at its discretion.

## **ARTICLE 6**

### **Borrower undertakings and representations**

The undertakings in this Article 6 remain in force from the date of this Contract for so long as any amount is outstanding under this Contract or the Credit is in force.

#### **A. PROJECT UNDERTAKINGS**

### **6.1 Use of Loan and availability of other funds**

The Borrower shall use all amounts borrowed by it under this Contract for the execution of the Project.

The Borrower shall ensure that it has available to it the other funds listed in Recital (b) and that such funds are expended, to the extent required, on the financing of the Project.

### **6.2 Completion of Project**

The Borrower (including, acting through the Promoter) shall carry out the Project in accordance with the Technical Description as may be modified from time to time with the approval of the Bank, and complete it by the final date specified therein.

### **6.3 Increased cost of Project**

If the total cost of the Project exceeds the estimated figure set out in Recital (b), the Borrower (including, acting through the Promoter) shall obtain the finance to fund the excess cost without recourse to the Bank, so as to enable the Project to be completed in

accordance with the Technical Description. The plans for funding the excess cost shall be communicated to the Bank without delay.

#### 6.4 Procurement procedure

- (a) The Borrower (including, acting through the Promoter) shall purchase equipment, secure services and order works for the Project by acceptable procurement procedures complying, to the Bank's satisfaction, with its policy as described in its Guide to Procurement;
- (b) The Borrower (including, acting through the Promoter) shall maintain an effective mechanism for the remedy of complaints to any party having had an interest in obtaining a particular contract and at risk of being harmed by an alleged infringement from applicable procurement rules, and shall include in the tender documents for all contracts for the Project the information on the applicable review procedures for remedies;
- (c) The Borrower (including, acting through the Promoter) shall promptly inform the Bank of any changes to the initial procurement plan for the Project;
- (d) The Borrower (including, acting through the Promoter) shall consult with the Bank prior to entering into any material amendments to the contracts financed by the Bank under this Contract.

#### 6.5 Continuing Project undertakings

The Borrower (including, acting through the Promoter) shall:

- (a) **Maintenance:** maintain, repair, overhaul and renew all property forming part of the Project as required to keep it in good working order;
- (b) **Project assets:** unless the Bank shall have given its prior consent in writing retain title to and possession of substantially all the assets comprising the Project or, as appropriate, replace and renew such assets and maintain the Project in substantially continuous operation in accordance with its original purpose; the Bank may withhold its consent only where the proposed action would prejudice the Bank's interests as lender to the Borrower or would render the Project ineligible for financing by the Bank under its Statute or under article 309 of the Treaty on the Functioning of the European Union;
- (c) **Insurance:** insure all works and property forming part of the Project with first class insurance companies in accordance with the most comprehensive relevant industry practice;
- (d) **Rights and Permits:** maintain in force all rights of way or use and all Authorisations necessary for the execution and operation of the Project;
- (e) **Environment and Social:**
  - (i) implement and operate the Project in compliance with the Environmental and Social Standards; and
  - (ii) obtain and maintain with requisite Environmental or Social Approvals for the Project;
- (f) **EU law:** execute and operate the Project in accordance with the relevant laws of Montenegro and the relevant standards of EU law, save for any general derogation made by the European Union; and
- (g) **Maintenance and medical equipment service plan:** provide to the Bank a maintenance and medical equipment service plan, including contracting arrangements for regular maintenance of medical equipment, no later than 3 (three) months after the completion of the procurement of such medical equipment.

## **6.6** Project **Implementation** Unit

The Borrower (including, acting through the Promoter) shall maintain in operation a Project Implementation Unit and a works supervision team with terms of reference, staff, resources and technical assistance all satisfactory to the Bank.

### **B. GENERAL UNDERTAKINGS**

## **6.7** Compliance with laws

The Borrower (including, acting through the Promoter) shall comply in all respects with all laws to which it or the Project is subject, if failure so to comply would materially impair the ability of the Borrower to perform its obligations under this Contract.

## **6.8** Books and records

The Borrower (including, acting through the Promoter) shall:

- (a) ensure that it has kept and will continue to keep proper books and records of account, in which full and correct entries shall be made of all financial transactions and the assets and business of the Borrower (including, the Promoter), including expenditures in connection with the Project, in accordance with GAAP as in effect from time to time;
- (b) keep records of contracts financed with the proceeds of the Loan including a copy of the contract itself and material documents relating to the procurement for at least 6 (six) years from substantial performance of the contract; and
- (c) ensure that the books and records referred to under paragraphs (a) and (b) above are kept at least until the later of (i) the date falling 6 (six) years after the last repayment of the Credit under this Contract; and (ii) the date when, if notified by the Bank to the Borrower to be ongoing in relation to the Contract, any audit, verification, appeal, litigation or pursuit of claim or investigation by the European Anti-Fraud Office (OLAF) has been closed.

## **6.9** Integrity

### (a) **Prohibited Conduct:**

- (i) The Borrower (including, acting through the Promoter) shall not, engage in (and shall not authorise or any other Relevant Person acting on its behalf to engage in) any Prohibited Conduct in connection with the Project, any tendering procedure for the Project, or any transaction contemplated by the Contract.
- (ii) The Borrower (including, acting through the Promoter) undertakes to take such action as the Bank shall reasonably request to investigate or terminate any alleged or suspected occurrence of any Prohibited Conduct in connection with the Project.
- (iii) The Borrower (including, acting through the Promoter) undertakes to ensure that contracts financed by this Loan include the necessary provisions to enable the Borrower to investigate or terminate any alleged or suspected occurrence of any Prohibited Conduct in connection with the Project.

### (b) **Sanctions**

The Borrower (including, acting through the Promoter) shall not directly or indirectly:

- (i) enter into a business relationship with, and/or make any funds and/or economic resources available to, or for the benefit of, any Sanctioned Person in connection with the Project,
- (ii) use all or part of the proceeds of the Loan or lend, contribute or otherwise make available such proceeds to any person in any manner that would result in a breach by itself and/or by the Bank of any Sanctions; or
- (iii) fund all or part of any payment under this Contract out of proceeds derived from activities or businesses with a Sanctioned Person, a person in breach of the Sanctions or in any manner that would result in a breach by itself and/or by the Bank of any Sanctions.

It is acknowledged and agreed that the undertakings set out in this Article 6.9(b) are only sought by and given to the Bank to the extent that to do so would be permissible pursuant to any applicable anti-boycott rule of the EU such as Regulation (EC) 2271/96.

(c) **Relevant Persons**

The Borrower (including, acting through the Promoter) shall undertake to take within a reasonable timeframe appropriate measures in respect of any Relevant Person who is the subject of a final and irrevocable court ruling in connection with Prohibited Conduct perpetrated in the course of the exercise of their professional duties, in order to ensure that such Relevant Person is excluded from any of the activities in relation to the Loan and to the Project.

## 6.10 Data Protection

- (a) When disclosing information (other than mere contact information relating to the Borrower's personnel involved in the management of this Contract ("**Contact Details**")) to the Bank in connection with this Contract, the Borrower shall redact or otherwise amend that information (as necessary) so that it does not contain any information relating to identified or identifiable individuals ("**Personal Information**"), except where this Contract specifically requires, or the Bank specifically requests in writing, to disclose such information in the form of Personal Information.
- (b) Before disclosing any Personal Information (other than Contact Details) to the Bank in connection with this Contract, the Borrower shall ensure that each individual to whom such Personal Information relates:
  - (i) has been informed of the disclosure to the Bank (including the categories of Personal Information to be disclosed); and
  - (ii) has been advised on the information contained in (or has been provided with an appropriate link to) the Bank's privacy statement in relation to its lending and investment activities as set out from time to time at <https://www.eib.org/en/privacy/lending> (or such other address as the Bank may notify to the Borrower in writing from time to time).

## 6.11 Conflict of Interest

The Borrower (including, acting through the Promoter) shall ensure that prior to the award of any contract financed under the Project:

- (i) the Beneficial Owners of the successful bidder (including joint venture partners and subcontractors) who are Close Associates or Family Members of any Relevant Person are identified and promptly communicated to the Bank; and

- (ii) adequate measures are adopted to address any potential conflicts of interest such as a financial, economic or other personal interest between the identified Beneficial Owner(s) and any Relevant Person.

## 6.12 General Representations and Warranties

The Borrower represents and warrants to the Bank that:

- (a) it has the power to execute, deliver and perform its obligations under this Contract and all necessary corporate, shareholder and other action has been taken to authorise the execution, delivery and performance of the same by it;
- (b) this Contract constitutes its legally valid, binding and enforceable obligations;
- (c) the execution and delivery of, the performance of its obligations under and compliance with the provisions of this Contract do not and will not contravene or conflict with:
  - (i) any applicable law, statute, rule or regulation, or any judgement, decree or permit to which it is subject; and
  - (ii) any agreement or other instrument binding upon it which might reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Contract;
- (d) there has been no Material Adverse Change since [•] [February] 2026;
- (e) no event or circumstance which constitutes an Event of Default has occurred and is continuing unremedied or unwaived;
- (f) no litigation, arbitration, administrative proceedings or investigation is current or to its knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against it or any of its subsidiaries any unsatisfied judgement or award;
- (g) it (including, acting through the Promoter) has obtained all necessary Authorisations in connection with this Contract and in order to lawfully comply with its obligations hereunder, and the Project and all such Authorisations are in full force and effect and admissible in evidence;
- (h) its payment obligations under this Contract 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;
- (i) it is in compliance with Article 6.5(e) and to the best of its knowledge and belief (having made due and careful enquiry) no Environmental or Social Claim has been commenced or is threatened against it (including, the Promoter);
- (j) it is in compliance with all undertakings under this Article 6;
- (k) to the best of its knowledge, no funds invested in the Project by the Borrower are of illicit origin, including products of Money Laundering or linked to the Financing of Terrorism;
- (l) neither the Borrower, nor any Relevant Person has committed (i) any Prohibited Conduct in connection with the Project or any transaction contemplated by the Contract; or (ii) any illegal activity related to the Financing of Terrorism or Money Laundering;
- (m) the Project (including without limitation, the negotiation, award and performance of contracts financed or to be financed by the Loan) has not involved or given rise to any Prohibited Conduct;
- (n) none of the Borrower, and/or any Relevant Person:
  - (i) is a Sanctioned Person; or
  - (ii) is in breach of any Sanctions; and
- (o) the Declaration of Honour dated [•] 2026 is true in all respects.

The representations and warranties set out above are made on the date of this Contract and are, with the exception of the representation set out in paragraph (d) and (o) above, deemed repeated with reference to the facts and circumstances then existing on the date of each Disbursement Acceptance, each Disbursement Date and each Payment Date.

## **ARTICLE 7**

### **Security**

#### **7.1 *Pari passu* ranking**

The Borrower shall ensure that its payment obligations under this Contract 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 External Debt Instruments. In particular, if the Bank makes a demand under Article 10.1 or if an event of default or potential event of default under any unsecured and unsubordinated External Debt Instrument of the Borrower or of any of its agencies or instrumentalities has occurred and is continuing, the Borrower shall not make (or authorize) any payment in respect of any other such External Debt Instrument (whether regularly scheduled or otherwise) without simultaneously paying, or setting aside in a designated account for prepayment to the Bank on the next Payment Date an amount equal to all sums outstanding under this Contract multiplied by the Prepayment Rate. For this purpose, any payment of an External Debt Instrument that is made out of the proceeds of the issue of another instrument, to which substantially the same persons as hold claims under the External Debt Instrument have subscribed, shall be disregarded.

In this Contract,

**"External Debt Instrument"** means (a) 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), (b) an obligation evidenced by a bond, debenture or similar written evidence of indebtedness or (c) a guarantee granted by the Borrower for an obligation of a third party; provided in each case that such obligation is: (i) governed by a system of law other than the law of the Borrower; or (ii) payable in a currency other than the currency of the Borrower's country; or (iii) payable to a person incorporated, domiciled, resident or with its head office or principal place of business outside the Borrower's country.

**"Prepayment Rate"** means the ratio of (x) the amount of the prepayment referred to in Article 7.1 above under the relevant External Debt Instrument to (y) the total debt outstanding under that External Debt Instrument.

#### **7.2 Clauses by inclusion**

If the Borrower concludes with any other medium or long term financial creditor a financing agreement that includes a loss-of-rating clause and/or a cross default clause and/or a *pari passu* clause that is stricter than the equivalent provision(s) of this Contract, the Borrower shall so inform the Bank and shall, at the request of the Bank, execute an agreement to amend this Contract so as to provide for an equivalent provision in favour of the Bank.

### **7.3 Additional security**

Should the Borrower grant to a third party any security for the performance of any External Debt Instrument or any preference or priority in respect thereof, the Borrower shall, if so required by the Bank, provide to the Bank equivalent security for the performance of its obligations under this Contract or grant to the Bank equivalent preference or priority.

## **ARTICLE 8**

### **Information and Visits**

#### **8.1 Information concerning the Project**

The Borrower (acting, through the Promoter) shall:

- (a) deliver to the Bank:
  - (i) the information in content and in form, and at the times, specified in Schedule A.2 or otherwise as agreed from time to time by the Parties; and
  - (ii) any such information or further document concerning the financing, procurement, implementation, operation and matters relating to Environment or Social Matters of or for the Project, or any information or further document required by the Bank to comply with its obligations under the NDICI-GE Regulation or the Financial Regulation, as the Bank may reasonably require within a reasonable time,provided always that if such information or document is not delivered to the Bank on time, and the Borrower does not rectify the omission within a reasonable time set by the Bank in writing, the Bank may remedy the deficiency, to the extent feasible, by employing its own staff or a consultant or any other third party, at the Borrower's expense and the Borrower shall provide such persons with all assistance necessary for the purpose;
- (b) submit for the approval of the Bank without delay any material change to the Project, also taking into account the disclosures made to the Bank in connection with the Project prior to the signing of this Contract, in respect of, *inter alia*, the price, design, plans, timetable or to the expenditure programme or financing plan for the Project;
- (c) promptly inform the Bank of:
  - (i) any action or protest initiated or any objection raised by any third party or any genuine complaint received by the Borrower or any Environmental or Social Claim that is to its knowledge commenced, pending or threatened against it;
  - (ii) any fact or event known to the Borrower (including, the Promoter), which may substantially prejudice or affect the conditions of execution or operation of the Project;
  - (iii) any non-compliance by it with any Environmental and Social Standards;
  - (iv) any suspension, revocation or material modification of any Environmental or Social Approval,
  - (v) a genuine allegation or complaint or information with regard to any Prohibited Conduct or any Sanction related to the Project;
  - (vi) should it becomes aware of any fact or information confirming or reasonably suggesting that (a) any Prohibited Conduct or any violation of any Sanction has occurred in connection with the Project, or (b) any of the funds invested in its share capital or in the Project was derived from an illicit origin; and set out the action to be taken with respect to such matters;
  - (vii) any incident or accident relating to the Project which has or is likely to have a significant adverse effect on the Environment or on Social Matters; and
- (d) provide to the Bank, if so requested, true copies of contracts financed with the proceeds of the Loan and evidence of expenditures relating to disbursements.

## 8.2 Information concerning the Borrower

The Borrower (acting, through the Promoter) shall:

- (a) deliver to the Bank:
  - (i) such further information, evidence or document concerning:
    - (1) its general financial situation or such certificates of compliance with the undertakings of Article 6; and
    - (2) the compliance with the due diligence requirements of the Bank for the Borrower (including, the Promoter), including, but not limited to "know your customer" (KYC) or similar identification and verification procedures,

when requested and within a reasonable time; and

- (b) inform the Bank immediately of:
  - (i) any fact which obliges it to prepay any financial indebtedness or any European Union funding;
  - (ii) any event or decision that constitutes or may result in a Prepayment Event;
  - (iii) any intention on its part to grant any Security over any of its assets in favour of a third party;
  - (iv) any intention on its part to relinquish ownership of any material component of the Project;
  - (v) any fact or event that is reasonably likely to prevent the substantial fulfilment of any obligation of the Borrower (including the Promoter) under this Contract or the CEB Loan Agreement or any Transactional Document;
  - (vi) any fact or event that is reasonably likely to prevent the substantial fulfilment of any obligation of the Borrower under this Contract;
  - (vii) any Event of Default having occurred or being threatened or anticipated;
  - (viii) any fact or event which results in the Borrower, or any Relevant Person in respect of the Borrower being a Sanctioned Person;
  - (ix) unless prohibited by law, any material litigation, arbitration, administrative proceedings or investigation carried out by a court, administration or similar public authority, which, to the best of its knowledge and belief, is current, imminent or pending against the Borrower or any officials or persons holding a public office in the Borrower in connection with Prohibited Conduct related to the Credit, the Loan or the Project;
  - (x) any measure taken by the Borrower (acting, through the Promoter) pursuant to Article 6.9 of this Contract;
  - (xi) any litigation, arbitration or administrative proceedings or investigation which is current, threatened or pending and which might if adversely determined result in a Material Adverse Change; and
  - (xii) any claim, action, proceeding, formal notice or investigation relating to any Sanctions concerning the Borrower or any Relevant Person.

## 8.3 Visits, Right of Access and Investigation

- (a) The Borrower shall allow the Bank, and when either required by the relevant mandatory provisions of EU law or pursuant to the NDICI-GE Regulation or the Financial Regulation, as applicable, the European Court of Auditors, the European Commission, the European Anti-Fraud Office and the European Public Prosecutor's Office, as well as persons designated by the foregoing (each a "**Relevant Party**"), to:
  - (i) visit the sites, installations and works comprising the Project;
  - (ii) interview representatives of the Borrower, and not obstruct contacts with any other person involved in or affected by the Project;

- (iii) conduct such investigations, inspections, on-the-spot audits and checks as they may wish and review the Borrower's books and records in relation to the Loan, the Contract and the execution of the Project, and to be able to take copies of related documents to the extent permitted by the law; and
- (b) The Borrower shall provide the Bank and any Relevant Party, or ensure that the Bank and the Relevant Parties are provided, with access to information, facilities and documentation, as well as with all necessary assistance, for the purposes described in this Article.
- (c) Additionally, the Borrower shall allow the European Commission and the EU Delegation of Montenegro to participate in any monitoring missions organised by the Bank related to this Contract, the Loan or the Project.
- (d) In the case of a genuine allegation, complaint or information with regard to a Prohibited Conduct related to the Loan and/or the Project, the Borrower shall consult with the Bank in good faith regarding appropriate actions. In particular, if it is proven that a third party committed a Prohibited Conduct in connection with the Loan and/or the Project with the result that the Loan was misapplied, the Bank may, without prejudice to the other provisions of this Contract, inform the Borrower if, in its view, the Borrower should take appropriate recovery measures against such third party. In any such case, the Borrower shall in good faith consider the Bank's views and keep the Bank informed.

#### **8.4. Disclosure and Publication**

- (a) The Borrower acknowledges and agrees that:
  - (i) the Bank may be obliged to communicate information and materials relating to the Borrower, the Loan, the Contract and/or the Project to any institution or body of the European Union, including the European Court of Auditors, the European Commission, any relevant EU Delegation, the European Anti-Fraud Office and the European Public Prosecutor's Office, as may be necessary for the performance of their tasks in accordance with EU Law (including the NDICI Regulation and the Financial Regulation); and
  - (ii) the Bank may publish on its website and/or on social media, and/or produce press releases, containing information related to the financing provided pursuant to this Contract with the support of the EFSD+ DIW1 Guarantee, including the name, address and country of establishment of the Borrower, the purpose of the financing, and the type and amount of financial support received under this Contract.
- (b) The Borrower:
  - (i) acknowledges the origin of the EU financial support under the EFSD+ DIW1 Guarantee Agreement;
  - (ii) shall ensure the visibility of the EU financial support under the EFSD+, in particular when promoting or reporting on the Borrower, this Contract, the Loan or the Project, and their results, in a visible manner on communication material related to the Borrower, this Contract, the Loan or the Project, and by providing coherent, effective and proportionate targeted information to multiple audiences, including the media and the public, provided that the content of the communication material has been previously agreed with the Bank; and
  - (iii) shall consult with the Bank, the Commission and the EU Delegation of Montenegro on communication about the signature of this Finance Contract.

## **ARTICLE 9**

### **Charges and expenses**

#### **9.1 Taxes, duties and fees**

The Borrower shall pay all Taxes, duties, fees and other impositions of whatsoever nature, including stamp duty and registration fees, arising out of the execution or implementation of this Contract or any related document and in the creation, perfection, registration or enforcement of any Security for the Loan to the extent applicable.

The Borrower shall pay all principal, interest, indemnities and other amounts due under this Contract gross without any withholding or deduction of any national or local impositions whatsoever required by law or under an agreement with a governmental authority or otherwise. If the Borrower is obliged to make any such withholding or deduction, it shall gross up the payment to the Bank so that after withholding or deduction, the net amount received by the Bank is equivalent to the sum due.

#### **9.2 Other charges**

The Borrower shall bear all charges and expenses, including professional, banking or exchange charges incurred in connection with the preparation, execution, implementation, enforcement and termination of this Contract or any related document, any amendment, supplement or waiver in respect of this Contract or any related document, and in the amendment, creation, management, enforcement and realisation of any security for the Loan.

#### **9.3 Increased costs, indemnity and set-off**

- (a) The Borrower shall pay to the Bank any costs or expenses incurred or suffered by the Bank as a consequence of the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or compliance with any law or regulation which occurs after the date of signature of this Contract, in accordance with or as a result of which (i) the Bank is obliged to incur additional costs in order to fund or perform its obligations under this Contract, or (ii) any amount owed to the Bank under this Contract or the financial income resulting from the granting of the Credit or the Loan by the Bank to the Borrower is reduced or eliminated.
- (b) Without prejudice to any other rights of the Bank under this Contract or under any applicable law, the Borrower shall indemnify and hold the Bank harmless from and against any loss incurred as a result of any full or partial discharge that takes place in a manner other than as expressly set out in this Contract.
- (c) The Bank may set off any matured obligation due from the Borrower under this Contract (to the extent beneficially owned by the Bank) against any obligation (whether or not matured) owed by the Bank to the Borrower regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained, the Bank may set off in an amount estimated by it in good faith to be the amount of that obligation.

**ARTICLE 10**  
**Events of Default**

**10.1 Right to demand repayment**

The Borrower shall repay all or part of the Loan Outstanding (as requested by the Bank) forthwith, together with accrued interest and all other accrued or outstanding amounts under this Contract, upon written demand being made by the Bank in accordance with the following provisions.

**10.1.A Immediate demand**

The Bank may make such demand immediately without prior notice (*mise en demeure préalable*) or any judicial or extra judicial step:

- (a) if the Borrower does not pay on the due date any amount payable pursuant to this Contract at the place and in the currency in which it is expressed to be payable, unless:
  - (i) its failure to pay is caused by an administrative or technical error or a Disruption Event; and
  - (ii) payment is made within 3 (three) Business Days of its due date;
- (b) if any information or document given to the Bank by or on behalf of the Borrower or any representation, warranty or statement made or deemed to be made by the Borrower in, pursuant to or for the purposes of entering into this Contract or in connection with the negotiation or performance of this Contract is or proves to have been incorrect, incomplete or misleading in any material respect;
- (c) if, following any default of the Borrower in relation to any loan, or any obligation arising out of any financial transaction, other than the Loan:
  - (i) 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, discharge, close out or terminate ahead of maturity such other loan or obligation; or
  - (ii) any financial commitment for such other loan or obligation is cancelled or suspended;
- (d) if the Borrower is unable to pay its debts as they fall due, or suspends its debts, or makes or seeks to make a composition with its creditors;
- (e) if an encumbrancer takes possession of, or a receiver, liquidator, administrator, administrative receiver or similar officer is appointed, whether by a court of competent jurisdiction or by any competent administrative authority of or over, any part of the business or assets of the Borrower or any property forming part of the Project;
- (f) if the Borrower defaults in the performance of any obligation in respect of any other loan granted by the Bank or financial instrument entered into with the Bank, or of any other loan or financial instrument made to it from the resources of the Bank or the European Union;
- (g) if any expropriation, attachment, arrestment, distress, execution, sequestration or other process is levied or enforced upon the property of the Borrower or any property forming part of the Project and is not discharged or stayed within 14 (fourteen) days;
- (h) if a Material Adverse Change occurs, as compared with the Borrower's condition at the date of this Contract; or
- (i) if it is or becomes unlawful for the Borrower to perform any of its obligations under this Contract or this Contract is not effective in accordance with its terms or is alleged by the Borrower to be ineffective in accordance with its terms.

**10.1.B Demand after notice to remedy**

The Bank may also make such demand without prior notice (*mise en demeure préalable*) or any judicial or extra judicial step (without prejudice to any notice referred to below):

- (a) if the Borrower fails to comply with any provision of this Contract (other than those referred to in Article 10.1.A; or
- (b) if any fact related to the Borrower or the Project stated in the Recitals materially alters and is not materially restored and if the alteration either prejudices the interests of the Bank as lender to the Borrower or adversely affects the implementation or operation of the Project,

unless the non-compliance or circumstance giving rise to the non-compliance is capable of remedy and is remedied within a reasonable period of time specified in a notice served by the Bank on the Borrower.

## **10.2 Other rights at law**

Article 10.1 shall not restrict any other right of the Bank at law to require prepayment of the Loan Outstanding.

## **10.3 Indemnity**

### **10.3.A Fixed Rate Tranches**

In case of demand under Article 10.1 in respect of any Fixed Rate Tranche, the Borrower shall pay to the Bank the amount demanded together with the indemnity on any amount of principal due to be prepaid. Such indemnity shall (i) accrue from the due date for payment specified in the Bank's notice of demand and be calculated on the basis that prepayment is effected on the date so specified, and (ii) be for the amount communicated by the Bank to the Borrower as the present value (calculated as of the date of the prepayment) of the excess, if any, of:

- (a) the interest that would accrue thereafter on the amount prepaid over the period from the date of prepayment to the Interest Revision/Conversion Date, if any, or the Maturity Date, if it were not prepaid; over
- (b) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.19% (nineteen basis points).

The said present value shall be calculated at a discount rate equal to the Redeployment Rate, applied as of each relevant Payment Date of the applicable Tranche.

### **10.3.B General**

Amounts due by the Borrower pursuant to this Article 10.3 shall be payable on the date specified in the Bank's demand.

## **10.4 Non-Waiver**

No failure or delay or single or partial exercise by the Bank in exercising any of its rights or remedies under this Contract shall be construed as a waiver of such right or remedy. The rights and remedies provided in this Contract are cumulative and not exclusive of any rights or remedies provided by law.

## **ARTICLE 11**

### **Law and jurisdiction, miscellaneous.**

## **11.1 Governing Law**

This Contract and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of Luxembourg.

## **11.2 Jurisdiction**

- (a) The Court of Justice of the European Union has exclusive jurisdiction to settle any dispute arising out of or in connection with this Contract (including a dispute regarding the existence, validity or termination of this Contract or the consequences of its nullity) or any non-contractual obligation arising out of or in connection with this Contract.
- (b) The parties agree that the Court of Justice of the European Union is the most appropriate and convenient court to settle any disputes between them and, accordingly, that they will not argue to the contrary.
- (c) The parties to this Contract hereby waive any immunity from or right to object to the jurisdiction of the Court of Justice of the European Union. A decision of the courts given pursuant to this Article shall be conclusive and binding on each party without restriction or reservation.

## **11.3 Place of performance**

Unless otherwise specifically agreed by the Bank in writing, the place of performance under this Contract shall be the seat of the Bank.

## **11.4 Evidence of sums due**

In any legal action arising out of this Contract the certificate of the Bank as to any amount or rate due to the Bank under this Contract shall, in the absence of manifest error, be *prima facie* evidence of such amount or rate.

## **11.5 Entire Agreement**

This Contract constitutes the entire agreement between the Bank and the Borrower in relation to the provision of the Credit hereunder, and supersedes any previous agreement, whether express or implied, on the same matter.

## **11.6 Invalidity**

If at any time any term of this Contract is or becomes illegal, invalid or unenforceable in any respect, or this Contract is or becomes ineffective in any respect, under the laws of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Contract or the effectiveness in any other respect of this Contract in that jurisdiction; or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Contract or the effectiveness of this Contract under the laws of such other jurisdictions.

## **11.7 Amendments**

Any amendment to this Contract shall be made in writing and shall be signed by the Parties.

## **11.8 Counterparts**

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

## ARTICLE 12

### Final clauses

#### 12.1 Notices

##### 12.1.A Form of Notice

- (a) Any notice or other communication given under this Contract (other than a live pricing call in respect of a Live Pricing Tranche) must be in writing and, unless otherwise stated, may be made by letter or electronic mail.
- (b) Notices and other communications for which fixed periods are laid down in this Contract or which themselves fix periods binding on the addressee, may be made by hand delivery, registered letter or by electronic mail. Such notices and communications shall be deemed to have been received by the other Party:
  - (i) on the date of delivery in relation to a hand-delivered or registered letter;
  - (ii) in the case of any electronic mail only when such electronic mail is actually received in readable form and only if it is addressed in such a manner as the other Party shall specify for this purpose.
- (c) Any notice provided by the Borrower to the Bank by electronic mail shall:
  - (i) mention the Contract Number in the subject line; and
  - (ii) be in the form of a non-editable electronic image (pdf, tif or other common non editable file format agreed between the Parties) of the notice signed by an authorised signatory with individual representation right or by two or more authorised signatories with joint representation right of the Borrower as appropriate, attached to the electronic mail.
- (d) Notices issued by the Borrower pursuant to any provision of this Contract shall, where required by the Bank, be delivered to the Bank 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.
- (e) Without affecting the validity of electronic mail notices or communication made in accordance with this Article 12.1, the following notices, communications and documents shall also be sent by registered letter to the relevant Party at the latest on the immediately following Business Day:
  - (i) Disbursement Acceptance;
  - (ii) any notices and communication in respect of the deferment, cancellation and suspension of a disbursement of any Tranche, interest revision or conversion of any Tranche, Market Disruption Event, Prepayment Request, Prepayment Notice, Event of Default, any demand for prepayment; and
  - (iii) any other notice, communication or document required by the Bank.
- (f) The Parties agree that any above communication (including via electronic mail) is an accepted form of communication, shall constitute admissible evidence in court and shall have the same evidential value as an agreement under hand (*sous seing privé*).

##### 12.1.B Addresses

The address and electronic mail address (and the department for whose attention the communication is to be made) of each Party for any communication to be made or document to be delivered under or in connection with this Contract is:

For the Bank

Attention: GLO/ENL  
100 boulevard Konrad Adenauer  
L-2950 Luxembourg  
E-mail address: [contactline-99336@eib.org](mailto:contactline-99336@eib.org)

For the Borrower

Attention: [Ministry of Finance of Montenegro]  
[Stanka Dargojevića no 2,]  
[Podgorica, Crna Gora]  
E-mail address: [mf@mif.gov.me]

### **12.1.C Notification of communication details**

The Bank and the Borrower shall promptly notify the other Party in writing of any change in their respective communication details.

### **12.2 English language**

- (a) Any notice or communication given under or in connection with this Contract must be in English.
- (b) All other documents provided under or in connection with this Contract must be:
  - (i) in English; or
  - (ii) if not in English, and if so required by the Bank, accompanied by a certified English translation and, in this case, the English translation will prevail.

### **12.3 Recitals and Schedules**

The Recitals and following Schedules form part of this Contract:

Schedule A	Project Specification and Reporting
Schedule B	Definitions of EURIBOR
Schedule C	Form of Disbursement Offer/Acceptance
Schedule D	Interest Rate Revision and Conversion
Schedule E	Certificates to be Provided by the Borrower

The Parties have caused this Contract to be executed in 4 (four) originals in the English language.

At [•], this \_\_\_\_\_ 2026

Signed for and on behalf of  
**MONTENEGRO**

\_\_\_\_\_

At [•], this \_\_\_\_\_ 2026

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

\_\_\_\_\_

## Project Specification and Reporting

### A.1.1 TECHNICAL DESCRIPTION

#### **Purpose, Location**

The Project aims to improve Montenegro's healthcare system through targeted investments in modern medical equipment and the refurbishment of healthcare infrastructure countrywide.

Key interventions comprise the construction of healthcare facilities in Pljevlja and Podgorica, as well as upgrades at the Clinical Centre of Montenegro. Additionally, more than twenty public healthcare institutions nationwide will be equipped with advanced medical technology, ensuring improved and equitable healthcare throughout Montenegro.

The Project is financed through a combination of loan facilities provided by the European Investment Bank (EIB) and the Council of Europe Development Bank (CEB) on a parallel co-financing, alongside national contributions from the Government of Montenegro. The EIB loan will finance the procurement of medical equipment, while the CEB loan will cover the development of healthcare infrastructure. National budgetary resources will cover any remaining investment needs, including minor adaptation works and project management costs not eligible for loan financing.

#### **Description**

The Project supports the construction of a new General Hospital in Pljevlja, replacing outdated facilities to improve service accessibility in northern Montenegro; the construction of the new City Kwart Health Centre in Podgorica, which will address overburdened primary healthcare services due to rapid urban expansion; and the construction of a new Hematology Clinic within the Clinical Center of Montenegro, which will enhance cancer diagnosis and treatment. Additionally, over 30 public healthcare institutions will benefit from investments in modern medical equipment, such as Magnetic Resonance Imaging, Computed Tomography scanners, and X-ray machines among others, reducing diagnostic waiting times and enhancing service delivery. The Project is part of a broader programme to modernise Montenegro's health sector, involving also the International Atomic Energy Agency lead project for breast cancer imaging and supported by the Bank's catalytic role in enabling this cooperation.

The Project is comprised of three main components: the provision of advanced medical equipment for over thirty public healthcare institutions across Montenegro; the construction of new healthcare facilities and the refurbishment of existing ones in key locations; and a Project Management component to support implementation.

The medical equipment component brings a significant upgrade to healthcare delivery throughout the country. Hospitals, health centres, and national institutes will receive state-of-the-art diagnostic and therapeutic technology. This includes imaging systems such as MRI, CT, and CT scanners, advanced laboratory analysers, modern surgical and anaesthetic devices, intensive care equipment, and systems that support digital management of patient information and hospital operations.

The construction and refurbishment component includes the development of a new General Hospital in Pljevlja, replacing outdated facilities and increasing both capacity and service scope to respond to community needs. In Podgorica, a new Health Centre will be established in City Kwart, expanding access to primary healthcare for a rapidly growing area. At the Clinical Centre of Montenegro, the project supports the creation of a new Haematology Clinic equipped with PET-CT technology, significantly strengthening the country's diagnostic and treatment capabilities for complex diseases.

#### **Calendar**

From 01/05/2024 to 31/12/2028

The Project is scheduled to commence in January 2026, following the establishment of the Project Implementation Unit. Procurement and installation of medical equipment will begin immediately

thereafter and are expected to be completed by December 2027. Major construction works for the General Hospital Pljevlja and Health Centre City Kwart will start in the first quarter of 2026, with targeted completion in December 2028. The new Hematology Clinic with PET-CT at the Clinical Centre of Montenegro is planned.

to be operational by mid-2027. Adaptation works and equipment procurement will be closely coordinated in parallel, ensuring the timely delivery of all project components within this schedule.

## A.2 PROJECT INFORMATION TO BE SENT TO THE BANK AND METHOD OF TRANSMISSION

### 1. Dispatch of information: designation of the person responsible

The information below has to be sent to the Bank under the responsibility of:

	<b>Financial Contact</b>	<b>Technical Contact</b>
Company	Ministry of Finance	Ministry of Health
Contact person	Mr Novica Vukovic	Amra Pepic
Title	Minister of Finance	Director General
Function / Department financial and technical	Minister of Finance	Directorate for IPA and other Project and Infrastructure in the health sector
Address	Stanka Dragojevic 2, 81000 Podgorica	Rimski trg br. 45 Podgorica 81000
Phone	+38220242835	+38220482328
Fax	N/A	N/A
Email	<a href="mailto:novica.vukovic@mif.gov.me">novica.vukovic@mif.gov.me</a>	amra.pepic@mzd.gov.me

The above-mentioned contact person(s) is (are) the responsible contact(s) for the time being. The Borrower shall inform the EIB immediately in case of any change.

### 2. Information on specific subjects

The Borrower shall deliver to the Bank the following information at the latest by the deadline indicated below.

<b>Document / information</b>	<b>Deadline</b>
Procurement Plan including all the components funded by the EIB loan	Before the first disbursement
Procurement Plan	Before the first disbursement

### 3. Information on the project's implementation

The Borrower shall deliver to the Bank the following information on project progress during implementation at the latest by the deadline indicated below.

<b>Document / information</b>	<b>Deadline</b>	<b>Frequency of reporting</b>
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<p>Project Progress Report :</p> <ul style="list-style-type: none"> <li>• A brief update on the Technical Description, explaining the reasons for significant changes vs. initial scope;</li> <li>• Update on the date of completion of each of the main project's components, explaining reasons for any possible delay;</li> <li>• Update on the cost of the project, explaining reasons for any possible cost variations vs. initial budgeted cost;</li> <li>• Actual project's expenditures to date;</li> <li>• Update on the project's demand or usage and comments;</li> <li>• Any significant issue that has occurred and any significant risk that may affect the project's operation;</li> <li>• Any legal action concerning the project that may be on-going;</li> <li>• Non-confidential project-related pictures, if available.</li> <li>• Any update on the Procurement Plan</li> <li>• A description of any major issue with impact on the environment and/or social impact</li> </ul>	<p>30th April</p>	<p>Annual</p>
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4. Information on the end of works and first year of operation

The Borrower shall deliver to the Bank the following information on project completion and initial operation at the latest by the deadline indicated below.

Document / information	Date of delivery to the Bank
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<p>Project Completion Report:</p> <ul style="list-style-type: none"> <li>● A final Technical Description of the project as completed, explaining the reasons for any significant change compared to the Technical Description in A.1.;</li> <li>● The date of completion of each of the main project's components, explaining reasons for any possible delay;</li> <li>● The final cost of the project, explaining reasons for any possible cost variations vs. initial budgeted cost;</li> <li>● Employment effects of the project: person-days required during implementation as well as permanent new jobs created disaggregated by sex;</li> <li>● Update on progress related to gender equality (for operations with gender significant or principal tag) - include as well quantitative information as relevant;</li> <li>● Update on the project's demand or usage and comments;</li> <li>● Any significant issue that has occurred and any significant risk that may affect the project's operation;</li> <li>● Any legal action concerning the project that may be on going.</li> <li>● Non-confidential project-related pictures, if available.</li> <li>● An update on the following Monitoring Indicators: <ul style="list-style-type: none"> <li>○ Project Investment cost (MEUR)</li> <li>○ Start/end of works (month/year)</li> <li>○ number of beds (nr)</li> <li>○ Medical Equipment (MEUR)</li> <li>○ Total Construction floor area (please provide a breakdown by area of hospital, parking, ancillary buildings, external areas, etc.) (m2)</li> <li>○ Full Time Equivalent (FTE) health care professionals (nr)</li> <li>○ Full Time Equivalent (FTE) total staff (nr)</li> <li>○ Bed occupancy rate (%)</li> <li>○ Volume of external consultations per year (nr)</li> <li>○ Volume of inpatients per year (nr)</li> <li>○ Catchment population (i.e. population of areas in which healthcare facilities included in the project are located) (nr)</li> <li>○ Average length of stay (ALOS) (days)</li> <li>○ Percentage of women in the total number of employees (%)</li> </ul> </li> </ul>	<p>31/03/2030</p>
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<p><b>Language of reports</b></p>	<p><i>English</i></p>
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Definition of EURIBOR

## EURIBOR

"EURIBOR" means:

- (a) in respect of a relevant period of less than one month, the Screen Rate (as defined below) for a term of one month;
- (b) in respect of a relevant period of one or more months for which a Screen Rate is available, the applicable Screen Rate for a term for the corresponding number of months; and
- (c) in respect of a relevant period of more than one month for which a Screen Rate is not available, the rate resulting from a linear interpolation by reference to two Screen Rates, one of which is applicable for a period next shorter and the other for a period next longer than the length of the relevant period,

(the period for which the rate is taken or from which the rates are interpolated being the "**Representative Period**").

For the purposes of paragraphs (a) to (c) above:

- (i) "**available**" means the rates, for given maturities, that are calculated and published by Global Rate Set Systems Ltd (GRSS), or such other service provider selected by the European Money Markets Institute (EMMI), or any successor to that function of EMMI, as determined by the Bank; and
- (ii) "**Screen Rate**" means the rate of interest for deposits in EUR for the relevant period as published at 11:00 a.m., Brussels time, or at a later time acceptable to the Bank on the day (the "**Reset Date**") which falls 2 (two) Relevant Business Days prior to the first day of the relevant period, on Reuters page EURIBOR 01 or its successor page or, failing which, by any other means of publication chosen for this purpose by the Bank.

If such Screen Rate is not so published, the Bank shall request the principal offices of four major banks in the euro-zone, selected by the Bank, to quote the rate at which EUR deposits in a comparable amount are offered by each of them, as at approximately 11:00 a.m., Brussels time on the Reset Date to prime banks in the euro-zone interbank market for a period equal to the Representative Period. If at least 2 (two) quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If no sufficient quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in the euro-zone, selected by the Bank, at approximately 11:00 a.m., Brussels time, on the day which falls 2 (two) Relevant Business Days after the Reset Date, for loans in EUR in a comparable amount to leading European banks for a period equal to the Representative Period. The Bank shall inform the Borrower without delay of the quotations received by the Bank.

All percentages resulting from any calculations referred to in this Schedule will be rounded, if necessary, to the nearest one thousandth of a percentage point, with halves being rounded up.

If any of the foregoing provisions becomes inconsistent with provisions adopted under the aegis of EMMI (or any successor to that function of EMMI as determined by the Bank) in respect of EURIBOR, the Bank may by notice to the Borrower amend the provision to bring it into line with such other provisions.

If the Screen Rate becomes permanently unavailable, the EURIBOR replacement rate will be the rate (inclusive of any spreads or adjustments) formally recommended by (i) the working group on euro risk-free rates established by the European Central Bank (ECB), the Financial Services and

Markets Authority (FSMA), the European Securities and Markets Authority (ESMA) and the European Commission, or (ii) the European Money Market Institute, as the administrator of EURIBOR, or (iii) the competent authority responsible under Regulation (EU) 2016/1011 for supervising the European Money Market Institute, as the administrator of the EURIBOR, or (iv) the national competent authorities designated under Regulation (EU) 2016/1011, or (v) the European Central Bank.

If the Screen Rate becomes permanently unavailable and no EURIBOR replacement rate is formally recommended as provided above, EURIBOR shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

**Form of Disbursement Offer/Acceptance (Articles 1.2.B and 1.2.C)**

Disbursement Offer/Acceptance  
Valid until: [time] CET on [date]

From: European Investment Bank  
To: [Borrower]  
Date:  
Subject: Disbursement Offer/Acceptance for the Finance Contract between the Borrower and the European Investment Bank dated [●] (the "**Finance Contract**")  
Contract Number FI N° 99.336      Operation Number Serapis N° 2025-0290

Dear Sirs,

We refer to the Finance Contract. Terms defined in the Finance Contract have the same meaning when used in this letter.

Following your request for a Disbursement Offer from the Bank [and the live pricing call held on [date]], in accordance with the relevant provisions of the Finance Contract, and otherwise subject to its terms, we hereby offer to make available to you the following Tranche:

**GENERAL**

<p>Scheduled Disbursement Date:</p> <p>Currency of Tranche:</p> <p>Amount of Tranche:</p> <p>Up-front fee to be deducted from the Tranche:</p>
--

**PRINCIPAL**

<p>Repayment periodicity:</p> <p>Terms for repayment of principal:</p> <p>First Repayment Date:</p> <p>Last Repayment Date:</p> <p>Repayment Dates:</p>
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**INTEREST**

<p>Interest payment periodicity<sup>3</sup>:</p> <p>First interest Payment Date:</p> <p>Payment Dates:</p> <p>Interest Revision / Conversion Date:</p>
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<sup>3</sup> In accordance with Article 3.1

COMMENTS<sup>4</sup>:

**APPLICABLE RATE**

Interest Rate basis <sup>5</sup> :
Rate applicable until <sup>6</sup>
Fixed Rate:
Spread:
Relevant Interbank Rate:

We hereby accept the above Disbursement Offer for and on behalf of the Borrower:  
Name(s) of the Borrower's Authorised Signatory(ies) (as defined in the Finance Contract):

.....  
Signature(s) of the Borrower's Authorised Signatory(ies) (as defined in the Finance Contract):

Date:

Please return the signed Disbursement Acceptance to the following email [ ].

**IMPORTANT NOTICE TO THE BORROWER:**  
**BY SIGNING ABOVE YOU CONFIRM THAT THE LIST OF AUTHORISED SIGNATORIES AND ACCOUNTS PROVIDED TO THE BANK WAS DULY UPDATED PRIOR TO THE PRESENTATION OF THE ABOVE DISBURSEMENT OFFER BY THE BANK.**  
**IN THE EVENT THAT ANY SIGNATORIES OR ACCOUNTS APPEARING IN THIS DISBURSEMENT ACCEPTANCE ARE NOT INCLUDED IN THE LATEST LIST OF AUTHORISED SIGNATORIES AND ACCOUNTS (AS DISBURSEMENT ACCOUNT) RECEIVED BY THE BANK, THE ABOVE DISBURSEMENT OFFER SHALL BE DEEMED AS NOT HAVING BEEN MADE.**

Disbursement Account to be credited<sup>7</sup>:

Disbursement Account N°: .....

Disbursement Account holder/beneficiary: .....

(please, provide IBAN format if the country is included in IBAN Registry published by SWIFT, otherwise an appropriate format in line with the local banking practice should be provided)

Bank name and address: .....

<sup>4</sup> If applicable

<sup>5</sup> Whether a Fixed Rate Tranche or a Floating rate Tranche, in each case pursuant to the relevant provisions of Article 3.1

<sup>6</sup> Either Conversion Date or Maturity Date, as applicable

<sup>7</sup> The details concerning banking intermediary are also to be provided if such intermediary has to be used to make the transfer to the Beneficiary's Account.

Bank identification code (BIC): .....

Payment details to be provided: .....

**Interest Rate Revision and Conversion**

If an Interest Revision/Conversion Date has been included in the Disbursement Offer for a Tranche, the following provisions shall apply.

**A. Mechanics of Interest Revision/Conversion**

Upon receiving an Interest Revision/Conversion Request the Bank shall, during the period commencing 60 (sixty) days and ending 30 (thirty) days before the Interest Revision/Conversion Date, deliver to the Borrower an Interest Revision/Conversion Proposal stating:

- (a) the Fixed Rate and/or Spread that would apply to the Tranche, or of its part indicated in the Interest Revision/Conversion Request pursuant to Article 3.1; and
- (b) that such rate shall apply until the Maturity Date or until a new Interest Revision/Conversion Date, if any, and that interest is payable quarterly or semi-annually in accordance with Article 3.1, in arrear on designated Payment Dates.

The Borrower may accept in writing an Interest Revision/Conversion Proposal by the deadline specified therein. At the Bank's discretion, an Interest Revision/Conversion Proposal may be subject to live pricing in line with Articles 1.2.B and 1.2C.

Any amendment to this Contract requested by the Bank in this connection shall be effected by an agreement to be concluded and effective not later than 1 Business Day prior to (i) sending by the Bank of an Interest Revision/Conversion Proposal or, (ii) having a live pricing call pursuant to the above paragraph.

Fixed Rates and Spreads are available for periods of not less than 4 (four) years or, in the absence of a repayment of principal during that period, not less than 3 (three) years.

**B. Effects of Interest Revision/Conversion**

If the Borrower duly accepts in writing a Fixed Rate or a Spread in respect of an Interest Revision/Conversion Proposal, the Borrower shall pay accrued interest on the Interest Revision/Conversion Date and thereafter on the designated Payment Dates.

Prior to the Interest Revision/Conversion Date, the relevant provisions of this Contract and Disbursement Offer and Disbursement Acceptance shall apply to the Tranche in its entirety. From and including the Interest Revision/Conversion Date onwards, the provisions contained in the Interest Revision/Conversion Proposal relating to the new Fixed Rate or Spread shall apply to the Tranche (or any part thereof, as indicated in the Interest Revision/Conversion Request) until the new Interest Revision/Conversion Date, if any, or until the Maturity Date.

**C. Partial or no Interest Revision/Conversion**

In case of a partial Interest Revision/Conversion, the Borrower will repay, without indemnity, on the Interest Revision/Conversion Date the part of the Tranche that is not covered by the Interest Revision/Conversion Request and which is therefore not subject to the Interest Revision/Conversion.

If the Borrower does not submit an Interest Revision/Conversion Request or does not accept in writing the Interest Revision/Conversion Proposal for the Tranche or if the Parties fail to effect an amendment requested by the Bank pursuant to paragraph A above, the Borrower shall repay the Tranche in full on the Interest Revision/Conversion Date, without indemnity.

Certificates to be Provided by the BorrowerE.1 Form of Certificate from Borrower (Article 1.4.C)

From: MONTENEGRO  
To: European Investment Bank  
Date:  
Subject: Finance Contract between European Investment Bank and  
MONTENEGRO dated [●] (the "**Finance Contract**")  
Contract Number (FI Number)      Operation Number (Serapis Number)  
99.336                                      2025-0290

---

Dear Sirs,

Terms defined in the Finance Contract have the same meaning when used in this letter.

For the purposes of Article 1.4 of the Finance Contract we hereby certify to you as follows:

- (a) no Security of the type prohibited under Article 7.3 has been created or is in existence;
- (b) there has been no material change to any aspect of the Project or in respect of which we are obliged to report under Article 8.1, save as previously communicated by us;
- (c) we have sufficient funds available to ensure the timely completion and implementation of the Project in accordance with Schedule A;
- (d) no event or circumstance which constitutes or would with the passage of time or the giving of notice or the making of any determination under the Finance Contract (or any combination of the foregoing) constitute a Prepayment Event or an Event of Default has occurred and is continuing unremedied or unwaived;
- (e) no litigation, arbitration administrative proceedings or investigation is current or to our knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against us or any of our subsidiaries any unsatisfied judgement or award;
- (f) the representations and warranties to be made or repeated by us under Article 6.12 are true in all respects;
- (g) no Material Adverse Change has occurred, as compared with the situation at the date of the Finance Contract, and
- (h) the most recent List of Authorised Signatories and Accounts provided to the Bank by the Borrower is up-to-date and the Bank may rely on the information set out therein.

We undertake to immediately notify the Bank if any the above fails to be true or correct as of the Disbursement Date for the proposed Tranche.

Yours faithfully,

For and on behalf of MONTENEGRO

Date:

**UNAPREĐENJE ZDRAVSTVENE INFRASTRUKTURE  
U CRNOJ GORI**

(Investicijski kredit iz vlastitih sredstava)

(EFSD+ Namjenski investicijski prozor 1)

Ugovor o finansiranju

*između*

Crna Gora

*i*

Evropska investicijska banka

[•], \_\_\_\_\_ 2026

[•], \_\_\_\_\_ 2026

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**OVAJ UGOVOR JE ZAKLJUČEN IZMEĐU:**

CRNA GORA, ("Zajmoprimac")

prvog dijela, i

Evropska investicijska banka, ("Banka")

drugog dijela.

Banka i Zajmoprimac se zajedno nazivaju "Strane", a bilo koja od njih je "Strana".

## BUDUĆI DA:

- (n) Zajmoprimac je izjavio da provodi projekat (1) izgradnje tri ključna zdravstvena objekta u Crnoj Gori („CEB komponenta“) i (2) nabavke opreme za preko 30 ustanova sa modernom dijagnostičkom tehnologijom, čime se značajno poboljšava pristup, kapacitet i kvalitet medicinskih usluga širom zemlje („EIB komponenta“), kako je detaljnije opisano u tehničkom opisu („Tehnički opis“) navedenom u Prilogu A („Projekat“). Projekat je dio šireg programa modernizacije zdravstvenog sektora Crne Gore, a Ministarstvo zdravlja Zajmoprimca će biti promoter („Promoter“) ovog Projekta. Komponentu EIB će finansirati Banka, dok će komponentu CEB finansirati Banka Vijeća Evrope („CEB“) na osnovu paralelnog sufinansiranja.
- (o) Ukupni troškovi Projekta (bez PDV-a), prema procjeni Banke, iznose 114.860.000,00 EUR (sto četrnaest miliona osamsto šezdeset hiljada eura), a Zajmoprimac je izjavio da namjerava finansirati Projekt na sljedeći način:

Izvor	Iznos (EUR)
Kredit od banke	27.000.000
Zasluge od CEB-a	83.000.000
Doprinos zajmoprimca	4.860.000
<b>UKUPNO</b>	<b>114.860.000</b>

- (p) Finansiranje u okviru ovog Ugovora obezbjeđuje se u skladu sa Evropskim fondom za održivi razvoj plus ("EFSD+"), integrisanim finansijskim paketom koji obezbjeđuje finansijski kapacitet u obliku grantova, budžetskih garancija i finansijskih instrumenata širom svijeta; a posebno u okviru ekskluzivnog investicionog prozora za operacije sa suverenim i nekomercijalnim podsuverenim partnerima prema članu 36.1 ("EFSD+ DIW1"). U skladu sa članom 36.8 Uredbe NDICI-GE, 29. aprila 2022. godine, Banka i Evropska unija, koju predstavlja Evropska komisija, sklopile su sporazum o garanciji EFSD+ ("Sporazum o garanciji EFSD+ DIW1") kojim je Evropska unija Banci dala sveobuhvatnu garanciju za podobne finansijske operacije Banke u vezi sa projektima koji se provode u zemljama unutar geografskih područja navedenih u članu 4(2) Uredbe NDICI-GE i u Aneksu I Uredbe IPA III ("Garancija EFSD+ DIW1"). Crna Gora je zemlja koja ispunjava uslove u skladu sa Uredbom NDICI-GE i Uredbom IPA III.
- (q) Crna Gorai Banka je zaključila 22. maj 2007. okvirni sporazum kojim se uređuju aktivnosti Banke na teritoriji Crna Gora ("Okvirni sporazum"). Potpisivanjem ovog Ugovorom (kako je definirano u nastavku), Zajmoprimac daje svoju formalnu saglasnost u skladu s Okvirnim sporazumom za finansiranje zajma koje će se obezbijediti u skladu s ovim Ugovorom, a koje spada u opseg Okvirnog sporazuma. Zajmoprimac potvrđuje status preferiranog kreditora Banke kao međunarodne finansijske institucije.
- (r) Kako bi se ispunio plan finansiranja utvrđen u uvodnoj izjavi (b), Zajmoprimac je od Banke zatražio kredit od 27.000.000,00 EUR (dvadeset sedam miliona eura).
- (s) Banka, uzimajući u obzir da finansiranje Projekta spada u djelokrug njenih funkcija i uzimajući u obzir izjave i činjenice navedene u ovim Preambulama, odlučila je da odobri zahtjev Zajmoprimca i odobri mu kredit u iznosu od 27.000.000,00 EUR (dvadeset sedam miliona eura) u skladu s ovim ugovorom o finansiranju („Ugovor“); pod uslovom da iznos kredita Banke ni u kom slučaju ne prelazi 50% (pedeset posto) ukupnih troškova Projekta navedenih u Preambuli (b).
- (t) Zajmoprimac je odobrio zaduživanje iznosa od 27.000.000,00 EUR (dvadeset sedam miliona eura) koji predstavlja ovaj kredit pod uslovima i odredbama utvrđenim u ovom Ugovoru.
- (u) Zajmoprimac i CEB su sklopili ugovor o zajmu („Ugovor o zajmu CEB“) prema kojem CEB pristaje da obezbijedi zajam u ukupnom iznosu od 83.000.000,00 EUR (osamdeset tri miliona eura) u svrhu finansiranja CEB komponente.
- (v) Statut Banke predviđa da će Banka osigurati da se njena sredstva koriste što racionalnije u interesu Evropske unije; i, shodno tome, uslovi kreditnih operacija Banke moraju biti u skladu s relevantnim politikama Evropske unije.

- (w) Banka smatra da pristup informacijama igra ključnu ulogu u smanjenju ekoloških i društvenih rizika, uključujući kršenje ljudskih prava, povezanih s projektima koje finansira, te je stoga uspostavila svoju politiku transparentnosti, čija je svrha jačanje odgovornosti grupe Banke prema svojim dionicima.
- (x) Banka podržava primjenu međunarodnih i standarda Evropske unije u oblasti sprečavanja pranja novca i finansiranja terorizma, te promovira standarde dobrog poreskog upravljanja. Utvrdila je politike i procedure kako bi izbjegla rizik od zloupotrebe svojih sredstava u svrhe koje su nezakonite ili zloupotrebljavaju važeće zakone. Grupna izjava Banke o poreskim prevarama, utaji poreza, izbjegavanju poreza, agresivnom poreskom planiranju, pranju novca i finansiranju terorizma dostupna je na web stranici Banke i nudi daljnje smjernice ugovornim stranama Banke.<sup>8</sup>
- (y) Banka je uspostavila sveobuhvatni okvir politike koji omogućava Grupi Banke da se fokusira na održivi i inkluzivni razvoj, posvećujući se pravednoj i poštenoj tranziciji i podržavajući prelazak na ekonomije i zajednice koje su otporne na klimatske promjene i katastrofe, niskouglijčne, ekološki prihvatljive i efikasnije u korištenju resursa. Okvir politike uključuje Politiku zaštite okoliša i socijalne zaštite Grupe EIB i Standarde zaštite okoliša i socijalne zaštite EIB-a. Politika zaštite okoliša i socijalne zaštite Grupe EIB i Standardi zaštite okoliša i socijalne zaštite EIB-a dostupni su na web stranici Banke i nude daljnje smjernice ugovornim stranama Banke.
- (z) Ova operacija se finansira u okviru programa navedenog u članu 5l Uredbe Vijeća (EU) br. 833/2014 od 31. jula 2014. godine, koja predviđa da je zabranjeno pružanje direktne ili indirektno podrške, uključujući finansiranje i finansijsku pomoć ili bilo kakvu drugu korist (i) pravnom licu, subjektu ili tijelu sa sjedištem u Rusiji ili (ii) pravnom licu, subjektu ili tijelu čija su vlasnička prava direktno ili indirektno u vlasništvu subjekta iz (i) ovog stava u više od 50% (pedeset posto), osim ako nije dozvoljeno u skladu s takvom Uredbom Vijeća.

---

<sup>8</sup> <http://www.eib.org/about/compliance/tax-good-governance/index.htm?f=search&media=search>

**SADA, STOGA**ovim se dogovara sljedeće:

## **TUMAČENJE I DEFINICIJE**

### **Interpretacija**

U ovom Ugovoru:

- (j) U slučaju da Zajmoprimac izvrši obavezu izvršenja ili nečinjenja bilo koje radnje prema ovom Ugovoru, u vezi sa implementacijom ili izvršenjem Projekta, podrazumijeva se da Zajmoprimac može ili će izvršiti takvu obavezu putem Promotera;
- (k) Reference na "Članove", "Uvodne izjave" i "Priloge" su, osim ako nije izričito drugačije navedeno, reference na članove, uvodne izjave, priloge i anekse ovog Ugovora;
- (l) reference na "zakon" ili "zakone" znače:
  - (i) bilo koji primjenjivi zakon i bilo koji primjenjivi ugovor, ustav, statut, zakon, uredba, normativni akt, pravilo, propis, presuda, nalog, sudska zabrana, odluka, nagrada ili druga zakonodavna ili administrativna mjera ili sudska ili arbitražna odluka u bilo kojoj jurisdikciji koja je obavezujuća ili se odnosi na primjenjivu sudsku praksu; i
  - (ii) Pravo EU;
- (m) Pozivanje na "primjenjivo pravo", "primjenjivi zakoni" ili "primjenjiva jurisdikcija" znači:
  - (i) zakon ili jurisdikcija koja se primjenjuje na Zajmoprimca, njegova prava i/ili obaveze (u svakom slučaju koje proizlaze iz ili su u vezi s ovim Ugovorom), njegov kapacitet i/ili imovinu i/ili Projekat; i/ili, prema potrebi
  - (ii) zakon ili jurisdikcija (uključujući u svakom slučaju Statut Banke) koji se primjenjuje na Banku, njena prava, obaveze, kapacitet i/ili imovinu;
- (n) pozivanje na odredbu zakona ili ugovora je pozivanje na tu odredbu kako je izmijenjena ili ponovo donesena;
- (o) pozivanje na bilo koji drugi sporazum ili instrument smatra se pozivanjem na taj drugi sporazum ili instrument kako je izmijenjen, obnovljen, dopunjen, proširen ili preformulisan;
- (p) riječi i izrazi u množini uključuju jedninu i obrnuto; i
- (q) Izraz "mjesec" označava period koji počinje jednog dana u kalendarskom mjesecu, a završava numerički odgovarajućeg dana u sljedećem kalendarskom mjesecu, osim što je, uz pridržavanje definicije Datuma plaćanja, Člana 5.1 i Priloga B, i osim ako nije drugačije određeno ovim Ugovorom:
  - (i) Ako numerički odgovarajući dan nije Radni dan, taj period završava sljedećeg Radnog dana u kalendarskom mjesecu u kojem taj period završava, ako postoji, ili ako ne postoji, neposredno prethodnog Radnog dana; i
  - (ii) ako ne postoji numerički odgovarajući dan u kalendarskom mjesecu u kojem taj period treba da se završi, taj period će se završiti posljednjeg radnog dana u tom kalendarskom mjesecu; i
- (r) Pozivanje u ovom Ugovoru na stranicu ili ekran informativne usluge koji prikazuje cijenu mora uključivati:
  - (iii) bilo koja zamjenska stranica te informacijske usluge koja prikazuje tu cijenu; i
  - (iv) odgovarajuću stranicu takve druge informativne usluge koja povremeno prikazuje tu cijenu umjesto te informativne usluge,

i, ako takva stranica ili usluga prestane biti dostupna, uključivat će bilo koju drugu stranicu ili uslugu koja prikazuje tu cijenu koju je odredila Banka.

## Definicije

U ovom Ugovoru:

"4. direktiva o sprečavanju pranja novca" označava Direktivu 2015/849 Evropskog parlamenta i Vijeća od 20. maja 2015. godine o sprečavanju korištenja finansijskog sistema u svrhe pranja novca ili finansiranja terorizma, kako je izmijenjena, dopunjena ili preformulisana.

"Peta direktiva o sprečavanju pranja novca" označava Direktivu 2018/843 Evropskog parlamenta i Vijeća od 19. juna 2018. o sprečavanju pranja novca i finansiranja terorizma, kako je izmijenjena, dopunjena ili preformulisana.

"Prihvaćena tranša" označava tranšu u vezi s kojom je Zajmoprimac uredno prihvatio Ponudu za isplatu u skladu s njenim uvjetima na dan ili prije Roka za prihvatanje isplate.

"Dogovoreni odgođeni datum isplate" ima značenje koje mu je dato u članu 1.5.A(2)(b).

"Direktive o sprečavanju pranja novca" označavaju Četvrtu direktivu o sprečavanju pranja novca i Petu direktivu o sprečavanju pranja novca.

"Ovlaštenje" znači ovlaštenje, dozvola, saglasnost, odobrenje, rješenje, licenca, izuzeće, podnošenje, ovjera ili registracija.

"Ovlašteni potpisnik" označava osobu ovlaštenu da pojedinačno ili zajednički (ovisno o slučaju) potpiše Prihvatanja isplate u ime Zajmoprimca i imenovanu u najnovijoj Listi ovlaštenih potpisnika i računa koju je Banka primila prije prijema relevantnog Prihvatanja isplate.

"Stvarni vlasnik(ci)" ima značenje koje je dato tom terminu u Direktivama o sprečavanju pranja novca.

"Radni dan" označava dan (osim subote ili nedjelje) na koji su Banka i komercijalne banke otvorene za opšte poslovanje u Luksemburgu.

"Otkazana tranša" ima značenje koje joj je dato u članu 1.6.C(2).

"CEB" ima značenje koje mu je dato u uvodnoj izjavi(a).

"Komponenta CEB-a" ima značenje koje joj je dato u Preambuli(a).

"CEB-ovi ekološki i društveni standardi" označavaju ekološke i društvene standarde, zahtjeve i smjernice koje je CEB usvojio u okviru svoje Politike ekoloških i društvenih zaštitnih mjera, odobrene 17. novembra 2016. godine, koja se primjenjuje na Komponentu 2, uključujući i one navedene u Priručniku za pripremu i implementaciju projekata, ažuriranom 14. februara 2023. godine.

"Sporazum o zajmu CEB-a" ima značenje dato u uvodnoj izjavi(h).

"Događaj promjene zakona" ima značenje koje mu je dato u članu 4.3.A(3).

"Bliski saradnik(ci)" označava "osobe poznate kao bliski saradnici" kako je definirano u Direktivama o sprečavanju pranja novca.

"Ugovor" ima značenje koje mu je dato u uvodnoj izjavi(e).

"Broj ugovora" označava broj koji je generirala Banka, a koji identificira ovaj Ugovor i naveden je na naslovnoj stranici ovog Ugovora iza slova "FI N°".

"Kredit" ima značenje koje mu je dato u članu 1.1.

"Izjava o časti" označava "Izjavu o časti" u okviru EFSD+ koju je Zajmoprimac potpisao [•] 2026. godine.

"Naknada za odgodu" označava naknadu izračunatu na osnovu iznosa odgođene ili obustavljene prihvaćene tranše po stopi koja je viša od sljedećih:

(c) 0,125% (12,5 baznih poena), godišnje; i

(d) procentualna stopa po kojoj:

(i) kamatna stopa koja bi se primjenjivala na takvu tranšu da je isplaćena Zajmoprimcu na Planirani datum isplate, prelazi

(ii) EURIBOR (jednomjesečna kamatna stopa) umanjen za 0,125% (12,5 baznih poena), osim ako je takva stopa manja od nule, u kom slučaju se postavlja na nulu.

Takva naknada će se obračunavati od Planiranog datuma isplate do Datuma isplate ili, ovisno o slučaju, do datuma otkazivanja Prihvaćene tranše u skladu s ovim Ugovorom.

"Prihvatanje isplate" označava kopiju Ponude za isplatu koju je uredno potpisao Zajmoprimac u skladu sa Listom ovlaštenih potpisnika i računa.

"Rok za prihvatanje isplate" označava datum i vrijeme isteka Ponude za isplatu, kako je u njoj navedeno.

"Račun za isplatu" označava, u odnosu na svaku Tranšu, bankovni račun na koji se mogu vršiti isplate prema ovom Ugovoru, kako je navedeno u najnovijoj Listi ovlaštenih potpisnika i računa.

"Datum isplate" označava datum na koji Banka vrši isplatu Tranše.

"Ponuda za isplatu" označava pismo koje je uglavnom u formi navedenoj u Prilogu C.

"Spor" ima značenje koje mu je dato u članu 11.2.

"Događaj prekida" znači jedno ili oboje od sljedećeg:

- (c) materijalni poremećaj u onim platnim ili komunikacijskim sistemima ili onim finansijskim tržištima koja su, u svakom slučaju, neophodna za funkcionisanje kako bi se plaćanja vršila u vezi s ovim Ugovorom; ili
- (d) nastanak bilo kojeg drugog događaja koji rezultira poremećajem (tehničke ili sistemske prirode) u trezorskim ili platnim operacijama Banke ili Zajmoprimca, sprečavajući tu Stranu da:
  - (i) ispunjavanje svojih obaveza plaćanja prema ovom Ugovoru; ili
  - (ii) komunikacija s drugom Stranom,

i koji poremećaj (u oba slučaja prema(a)ili(b)gore) nije uzrokovano od strane Strane čiji su radovi poremećeni, niti je izvan njene kontrole.

"EFSD+" ima značenje dato u uvodnoj izjavi(c).

"EFSD+ DIW1" ima značenje dato u uvodnoj izjavi(c).

**"EFSD+ DIW1 garancija" ima značenje dato u uvodnoj izjavi(c).**

**"EFSD+ DIW1 Garantni sporazumima značenje dato u uvodnoj izjavi(c).**

"Komponenta EIB-a" ima značenje koje joj je dato u uvodnoj izjavi(a).

"EIB standardi zaštite okoliša i socijalni standardi" znači EIB-ove ekološke i društvene standarde iz 2022. godine koji su objavljeni na web stranici Banke i koji opisuju ekološke i društvene zahtjeve koje moraju ispunjavati svi projekti finansirani od strane EIB-a, kao i odgovornosti različitih strana, uključujući i Zajmoprimca.

"Prihvatljivi troškovi" označavaju troškove (uključujući troškove projektovanja i nadzora, ako je relevantno, i umanjene za poreze i carine koje plaća Zajmoprimac (uključujući i one koji djeluju putem Promotora) koje je Zajmoprimac (uključujući i one koji djeluju putem Promotora) imao za Projekat, u vezi s radovima, robom i uslugama koje se odnose na EIB komponentu navedenu u Tehničkom opisu kao podobne za finansiranje u okviru Kredita (radi izbjegavanja sumnje, isključujući prava prolaza koja će finansirati Zajmoprimac), a koji su bili predmet ugovora ili ugovora potpisanih pod uslovima zadovoljavajućim za Banku, uzimajući u obzir najnovije izdanje Vodiča za nabavke Banke. Za potrebe izračunavanja ekvivalenta u EUR bilo kojeg iznosa potrošenog u drugoj valuti, Banka će primijeniti referentni devizni kurs koji je izračunala i objavila za tu valutu Evropska centralna banka na datum koji pada u roku od 15 (petnaest) dana prije datuma isplate, kako Banka odluči (ili, u nedostatku takvog kursa, relevantni devizni kurs ili kurseve koji tada prevladavaju na bilo kojem finansijskom tržištu koje Banka razumno odabere).

"Okoliš" znači sljedeće, u mjeri u kojoj utiče na ljudsko zdravlje ili društvenu dobrobit-biće:

- (f) fauna i flora, živi organizmi uključujući ekološke sisteme;
- (g) zemljište, tlo, voda (uključujući morske i obalne vode), zrak, klima i pejzaž (prirodne ili vještačke strukture, bilo iznad ili ispod zemlje);
- (h) kulturno naslijeđe (prirodno, opipljivo i nematerijalno);
- (i) izgrađeno okruženje; i
- (j) ljudsko zdravlje i blagostanje.

"Dokumenti o okolišu i društvu" znače:

- (c) u tekućem kontekstu EIB komponente, ako postoji, sva ekološka i društvena odobrenja; i
- (d) u kontekstu CEB komponente:
  - (i) procjena utjecaja na okoliš kako je definirano u Ugovoru o zajmu CEB-a i
  - (ii) sva ekološka i društvena odobrenja.

"Ekološki i društveni standardi" znače:

- (c) u tekućem kontekstu EIB komponente:
  - (i) Okolišni zakoni i socijalni zakoni koji se primjenjuju na komponentu EIB-a ili Zajmoprimca;
  - (ii) EIB Okolišni društveni standardi; i
  - (iii) Dokumenti o zaštiti okoliša i društvenim pitanjima.
- (d) u kontekstu CEB komponente:
  - (i) Okolišni zakoni i socijalni zakoni koji se primjenjuju na CEB komponentu ili Zajmoprimca;
  - (ii) EIB Okolišni društveni standardi
  - (iii) CEB Okolišni društveni standardi; i
  - (iv) Dokumenti o zaštiti okoliša i socijalnim pitanjima.

"Odobrenje za zaštitu okoliša ili društvo" označava bilo koje odobrenje koje zahtijeva Zakon o zaštiti okoliša ili Zakon o društvu.

"Okolišni ili društvene mreže zahtjev" označava bilo koji zahtjev, postupak, formalno obavještenje ili istragu bilo koje osobe u vezi s bilo kakvo kršenje ili navodno kršenje bilo koji okolišni društveni standardi.

"Zakon o zaštiti okoliša" znači:

- (d) Pravo EU, uključujući principe i standarde, osim bilo kakvih odstupanja koja je Banka prihvatila u svrhu ovog Ugovora na osnovu bilo kojeg sporazuma između Crne Gore i EU;
- (e) zakoni i propisi Crne Gore; i
- (f) međunarodni ugovori i konvencije koje je Crna Gora potpisala i ratificirala ili su na drugi način primjenjive i obavezujuće za nju,

čiji je glavni cilj očuvanje, zaštita ili poboljšanje okoliša.

„Pravo EU“ označava pravnu stečevinu Evropske unije izraženu kroz Ugovore o Evropskoj uniji, uredbe, direktive, delegirane akte, provedbene akte i sudsku praksu Suda pravde Evropske unije.

„EUR“ ili „euro“ označava zakonitu valutu država članica Evropske unije, koje su je usvojile ili su je usvojile kao svoju valutu u skladu s relevantnim odredbama Ugovora o Evropskoj uniji i Ugovora o funkcionisanju Evropske unije.

"EURIBOR" ima značenje koje mu je dato u Prilogu B.

"Slučaj neizvršenja obaveza" označava bilo koju od okolnosti, događaja ili pojava navedenih u članu 10.1.

"Član(ovi) porodice" ima značenje koje je tom terminu dato u direktivama o sprečavanju pranja novca.

"Konačni datum dostupnosti" označava dan koji pada 60 (šezdeset) mjeseci nakon potpisivanja ovog Ugovora, a ako taj dan nije Relevantni radni dan, onda prethodni Relevantni radni dan.

**„Finansijska uredba“ označava Uredbu (EU, Euratom) 2018/1046 Evropskog parlamenta i Vijeća od 18. jula 2018. o finansijskim pravilima koja se primjenjuju na opći budžet Unije, o izmjeni Uredbi (EU) br. 1296/2013, (EU) br. 1301/2013, (EU) br. 1303/2013, (EU) br. 1304/2013, (EU) br. 1309/2013, (EU) br. 1316/2013, (EU) br. 223/2014, (EU) br. 283/2014 i Odluke br. 541/2014/EU i o stavljanju izvan snage Uredbe (EZ, Euratom) br. 966/2012 (SL L 193, 30.7.2018., str. 1).**

"Finansiranje terorizma" znači obezbjeđivanje ili prikupljanje sredstava, na bilo koji način, direktno ili indirektno, s namjerom da se ona koriste ili sa znanjem da će se koristiti, u cijelosti ili djelimično, za izvršenje bilo kojeg od krivičnih djela navedene u Direktivi (EU) 2017/541 Evropskog parlamenta i Vijeća od 15. marta 2017. o borbi protiv terorizma i zamjeni Okvirne

odluke Vijeća 2002/475/PUP i izmjeni Odluke Vijeća 2005/671/PUP (kako je izmijenjena, zamijenjena ili ponovo donesena s vremena na vrijeme).

"Fiksna stopa" označava godišnju kamatnu stopu koju određuje Banka u skladu s primjenjivim principima koje s vremena na vrijeme utvrđuju upravna tijela Banke za kredite odobrene po fiksnoj kamatnoj stopi, denominirane u valuti Tranše i s ekvivalentnim uvjetima za otplatu glavnice i plaćanje kamate. Takva stopa ne smije biti negativne vrijednosti.

"Tranša s fiksnom kamatnom stopom" označava tranšu na koju se primjenjuje fiksna kamatna stopa.

"Promjenjiva kamatna stopa" označava promjenjivu godišnju kamatnu stopu s fiksnim rasponom, koju određuje Banka za svaki sljedeći Referentni period promjenjive kamatne stope, a koja je jednaka Relevantnoj međubankarskoj stopi plus raspon. Ako se izračuna da je promjenjiva kamatna stopa za bilo koji Referentni period promjenjive kamatne stope ispod nule, bit će postavljena na nulu.

"Referentni period promjenjive kamatne stope" označava svaki period od jednog Datuma plaćanja do sljedećeg relevantnog Datuma plaćanja; prvi Referentni period promjenjive kamatne stope počinje na Datum isplate tranše i završava na prvi Datum plaćanja, osim ako takav period traje 15 (petnaest) dana ili manje, u kom slučaju prvi Referentni period promjenjive kamatne stope završava na sljedeći (drugi) Datum plaćanja nakon Datuma isplate tranše, pod uslovom da, u svakom slučaju, takav period ne može biti duži od 12 (dvanaest) mjeseci od Datuma isplate, a primjenjiva Relevantna međubankarska stopa za taj period određuje se u skladu sa Prilogom B - Definicija EURIBOR-a.

"Tranša s promjenjivom kamatnom stopom" označava tranšu na koju se primjenjuje promjenjiva kamatna stopa.

"Okvirni sporazum" ima značenje dato u uvodnoj izjavi(d).

"GAAP" označava opšteprihvaćene računovodstvene principe u Crnoj Gori, uključujući i IFRS.

„Vodič za nabavke“ označava Vodič za nabavke objavljen na web stranici EIB-a<sup>9</sup> kojim se promoteri projekata koje u cijelosti ili djelimično finansira EIB o aranžmanima koji će se poduzeti za nabavku radova, roba i usluga potrebnih za Projekat.

"MSFI" označava međunarodne računovodstvene standarde u smislu Uredbe o MRS 1606/2002 u mjeri u kojoj se to primjenjuje na relevantne finansijske izvještaje.

"Nezakonit događaj" ima značenje koje mu je dato u članu 4.3.A(4).

["ILO" znači Međunarodna organizacija rada.](#)

["Standardi MOR-a" označavaju bilo koji ugovor, konvenciju ili pakt MOR-a koji je potpisala i ratifikovala Crna Gora ili je na drugi način primjenjiv i obavezujući za nju, kao i Osnovne standarde rada \(kako je definisano u Deklaraciji MOR-a o osnovnim principima i pravima na radu\).](#)

"Događaj prijevremene otplate koji podliježe obeštećenju" označava događaj prijevremene otplate koji nije događaj prijevremene otplate finansiranja koje nije od strane EIB-a, događaj nezakonitosti ili događaj promjene zakona.

"Revizija/konverzija kamate" označava utvrđivanje novih finansijskih uslova u odnosu na kamatnu stopu, posebno iste osnovice kamatne stope („revizija“) ili drugačije osnovice kamatne stope („konverzija“) koja se može ponuditi za preostali period Tranše ili do sljedećeg datuma revizije/konverzije kamate, ako postoji.

"Datum revizije/konverzije kamate" označava datum, koji će biti Datum plaćanja, a koji je Banka navela u Ponudi za isplatu.

"Prijedlog za reviziju/konverziju kamate" označava prijedlog koji je Banka podnijela u skladu s Prilogom D.

"Zahtjev za reviziju/konverziju kamate" označava pismenu obavijest Zajmoprimca, dostavljenu najmanje 75 (sedamdeset pet) dana prije Datuma revizije/konverzije kamate, u kojoj se od Banke

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<sup>9</sup> <https://www.eib.org/en/publications/guide-to-procurement.htm> Molim te Imajte na umu da se referenca odnosi na verziju Vodiča koja je bila na snazi u vrijeme nabavke relevantnog projekta.

traži da mu dostavi Prijedlog za reviziju/konverziju kamate. Zahtjev za reviziju/konverziju kamate također mora navesti:

- (d) Datumi plaćanja odabrani u skladu s odredbama člana 3.1;
- (e) iznos Tranše za koju će se primjenjivati Revizija/konverzija kamate; i
- (f) bilo koji daljnji datum revizije/konverzije kamate odabran u skladu s članom 3.1.

**""Uredba o IPA III" označava Uredbu (EU) 2021/1529 Evropskog parlamenta i Vijeća od 15. septembra 2021. o uspostavljanju Instrumenta za prepristupnu pomoć (IPA III).**

"Lista ovlaštenih potpisnika i računa" označava listu, u formi i sadržaju zadovoljavajućem za Banku, koja navodi:

- (e) ovlašteni potpisnici, uz priložene dokaze o ovlaštenju za potpisivanje osoba navedenih na popisu i uz navođenje da li imaju pojedinačno ili zajedničko ovlaštenje za potpisivanje;
- (f) uzorke potpisa tih osoba;
- (g) bankovni račun(i) na koji se mogu vršiti isplate prema ovom Ugovoru (navedeno IBAN kodom ako je država uključena u IBAN registar koji objavljuje SWIFT, ili u odgovarajućem formatu računa u skladu s lokalnom bankarskom praksom), BIC/SWIFT kod banke i ime korisnika bankovnog računa, zajedno s dokazom da je takav račun(i) otvoren na ime korisnika; i
- (h) bankovni račun(i) s kojeg(ih) će Zajmoprimac vršiti plaćanja po ovom Ugovoru (navedeno IBAN kodom ako je država uključena u IBAN registar koji objavljuje SWIFT, ili u odgovarajućem formatu računa u skladu s lokalnom bankarskom praksom), BIC/SWIFT kod banke i naziv korisnika bankovnog(ih) računa, zajedno s dokazom da je(su) takav(i) račun(i) otvoren(i) na ime korisnika.

"Tranša s aktivnim cijenama" ima značenje koje joj je dato u Članu 1.2.B(b).

"Zajam" označava zbir iznosa koje Banka s vremena na vrijeme isplaćuje u skladu s ovim Ugovorom.

"Nepodmireni kredit" označava ukupan iznos koji Banka povremeno isplaćuje prema ovom Ugovoru, a koji je ostao nepodmiren.

"Događaj poremećaja na tržištu" označava bilo koju od sljedećih okolnosti:

- (d) postoje, po razumnom mišljenju Banke, događaji ili okolnosti koje negativno utiču na pristup Banke njenim izvorima finansiranja;
- (e) po mišljenju Banke, sredstva nisu dostupna iz uobičajenih izvora finansiranja Banke kako bi se adekvatno finansirala Tranša u relevantnoj valuti i/ili za relevantno dospijeće i/ili u vezi s profilom otplate takve Tranše; ili
- (f) u vezi s tranšom s promjenjivom kamatnom stopom:
  - (i) trošak Banke za pribavljanje sredstava iz njenih izvora finansiranja, kako ga odredi Banka, za period jednak referentnom periodu promjenjive kamatne stope takve tranše (tj. na tržištu novca) bio bi veći od primjenjive relevantne međubankarske kamatne stope; ili
  - (ii) Banka utvrdi da ne postoje adekvatna i pravična sredstva za utvrđivanje primjenjive relevantne međubankarske stope za relevantnu valutu takve tranše.

"Materijalno nepovoljna promjena" označava bilo koji događaj ili promjenu uslova koja, po mišljenju Banke, ima materijalno nepovoljan uticaj na:

- (d) sposobnost Zajmoprimca (uključujući Promotera) da ispunji svoje obaveze prema ovom Ugovoru ili prema Ugovoru o zajmu CEB-a ili bilo kojem Transakcijskom dokumentu;
- (e) poslovanje, operacije, imovina, stanje (finansijsko ili drugo) ili izgledi Zajmoprimca (uključujući Promotera); ili
- (f) zakonitost, valjanost ili izvršivost, ili efektivnost ili rang, ili vrijednost bilo kojeg Obezbjedenja datog Banci u vezi s ovim Ugovorom, ili prava ili pravna sredstva Banke prema ovom Ugovoru.

"Datum dospijeća" označava posljednji datum otplate tranše određen u skladu s članom 4.1.A(b)(iv).

"Pranje novca" znači:

- (a) Konverzija ili prenos imovine, znajući da takva imovina potiče iz kriminalne aktivnosti ili iz čina učešća u takvoj aktivnosti, u svrhu prikrivanja ili maskiranja

- nezakonitog porijekla imovine ili pomaganja bilo kojoj osobi koja je uključena u izvršenje takve aktivnosti da izbjegne pravne posljedice svog djela;
- (b) prikrivanje ili maskiranje prave prirode, izvora, lokacije, raspolaganja, kretanja, prava u vezi s imovinom ili vlasništva nad njom, znajući da takva imovina potiče iz kriminalne aktivnosti ili iz čina učešća u takvoj aktivnosti;
  - (c) sticanje, posjedovanje ili korištenje imovine, znajući, u trenutku prijema, da je ta imovina stečena iz kriminalne aktivnosti ili iz čina učešća u takvoj aktivnosti; ili
  - (d) učešće u, udruživanje radi izvršenja, pokušaji izvršenja i pomaganje, podsticanje, olakšavanje i savjetovanje u izvršenju bilo koje od radnji navedenih u prethodnim tačkama.

**"„Uredba NDICI-GE“ znači Uredbu (EU) 2021/947 Evropskog parlamenta i Vijeća od 9. juna 2021. godine o uspostavljanju Instrumenta za susjedstvo, razvoj i međunarodnu saradnju – Globalna Evropa.**

"Finansiranje koje nije od strane EIB-a" ima značenje koje mu je dato u članu 4.3.A(2).

"Događaj prijevremene otplate finansiranja koje nije od strane EIB-a" ima značenje dato u članu 4.3.A(2).

"Platbeni račun" označava bankovni račun s kojeg će Zajmoprimac vršiti plaćanja po ovom Ugovoru, kako je navedeno u najnovijoj Listi ovlaštenih potpisnika i računa.

"Datum plaćanja" označava godišnje, polugodišnje ili kvartalne datume navedene u Ponudi za isplatu do i uključujući Datum revizije/konverzije kamate, ako postoji, ili Datum dospijeca, osim ako takav datum nije Relevantni radni dan, kada to označava:

- (d) za tranšu s fiksnom kamatnom stopom ili:
  - (i) sljedećeg Relevantnog radnog dana, bez prilagođavanja kamate koja dospijeva prema Članu 3.1 ili
  - (ii) prethodni Relevantni radni dan sa prilagođavanjem (ali samo do iznosa kamate koja dospijeva prema članu 3.1 (koji je obračunat tokom posljednjeg kamatnog perioda), u slučaju da se otplata glavnice vrši u jednoj rati u skladu sa Prilogom D tačkom C; i
- (e) za tranšu s promjenjivom kamatnom stopom, sljedeći relevantni radni dan u tom mjesecu ili, ako to nije moguće, najbliži prethodni relevantni radni dan, u svim slučajevima s odgovarajućim prilagođavanjem dospjele kamate prema članu 3.1.

"Iznos prijevremene otplate" označava iznos Tranše koju Zajmoprimac treba prijevremeno platiti u skladu sa članom 4.2. A ili članak 4.3.A, kako je primjenjivo.

"Datum prijevremene otplate" označava datum, kako ga je zatražio Zajmoprimac i kako ga je Banka odobrila ili koji je Banka naznačila (ako je primjenjivo), na koji Zajmoprimac vrši prijevremenu otplatu Iznosa prijevremene otplate.

"Događaj prijevremene otplate" označava bilo koji od događaja opisanih u članu 4.3.A.

"Obeštećenje za prijevremenu otplatu" označava, u odnosu na bilo koji glavni iznos koji treba prijevremeno platiti, iznos koji je Banka saopštila Zajmoprimcu kao sadašnju vrijednost (izračunatu na Datum prijevremene otplate) viška, ako postoji, od:

- (c) kamata koja bi se nakon toga obračunala na iznos prijevremene otplate tokom perioda od datuma prijevremene otplate do datuma revizije/konverzije kamate, ako postoji, ili datuma dospijeca, ako nije izvršena prijevremena otplata;
- (d) kamata koja bi se tako obračunala tokom tog perioda, ako bi se obračunala po stopi preraspodjele, umanjena za 0,19% (devetnaest baznih poena).

Navedena sadašnja vrijednost će se izračunati po diskontnoj stopi jednako Stopi preraspodjele, koja se primjenjuje na svaki relevantni Datum plaćanja.

"Obavještenje o prijevremenoj otplati" označava pismeno obavještenje Banke Zajmoprimcu u vezi s prijevremenom otplatom Tranše s fiksnom kamatnom stopom i/ili Tranše s promjenjivom kamatnom stopom u skladu s članom 4.2.C, u kojem se navodi Iznos prijevremene otplate, Datum prijevremene otplate, obračunata kamata, naknada iz člana 4.2.D, ako postoji, i samo u odnosu na

tranše s fiksnom kamatnom stopom, Obeštećenje za prijevremenu otplatu, ako postoji, koje dospijeva na iznos prijevremene otplate.

"Ponuda za prijevremenu otplatu" označava pismeno obavještenje Banke Zajmoprimcu u skladu sa članom 4.2.C.

"Zahtjev za prijevremenu otplatu" označava pisani zahtjev Zajmoprimca Banci za prijevremenu otplatu cijelog ili dijela Neizmirenog zajma, u skladu sa članom 4.2.A.

"Zabranjeno ponašanje" označava svako finansiranje terorizma, pranje novca ili zabranjenu praksu.

"Zabranjena praksa" znači bilo koja:

- (i) Prisilna praksa, što znači nanošenje štete ili oštećenja, ili prijetnja nanošenjem štete ili oštećenja, direktno ili indirektno, bilo kojoj strani ili imovini strane kako bi se neprimjereno uticalo na radnje strane;
- (j) Dogovorena praksa, što znači dogovor između dvije ili više stranaka s ciljem postizanja neprimjerenog cilja, uključujući i neprimjeren utjecaj na postupke druge strane;
- (k) Koruptivna praksa, što znači nuđenje, davanje, primanje ili traženje, direktno ili indirektno, bilo čega vrijednog od strane jedne strane radi neprimjerenog utjecaja na radnje druge strane;
- (l) Prevarna praksa, što znači bilo koja radnja ili propust, uključujući lažno predstavljanje, koja svjesno ili bezobzirno obmanjuje ili pokušava obmanuti stranku kako bi ostvarila finansijsku (uključujući i izbjegavanje oporezivanja) ili drugu korist ili izbjegla obavezu;
- (m) Opstruktivna praksa, što u vezi s istragom o prisilnoj, dosluhnoj, koruptivnoj ili prevarnoj praksi u vezi s ovim Zajmom ili Projektom znači (a) uništavanje, krivotvorenje, mijenjanje ili prikrivanje dokaznog materijala za istragu ili davanje lažnih izjava istražiteljima, s namjerom ometanja istrage; (b) prijetnja, uznemiravanje ili zastrašivanje bilo koje strane kako bi se spriječilo da otkrije svoja saznanja o pitanjima relevantnim za istragu ili da nastavi istragu, ili (c) radnje kojima se namjerava ometati ostvarivanje ugovornih prava EIB Grupe na reviziju ili inspekciju ili pristup informacijama;
- (n) Poreski kriminal, što znači sva krivična djela, uključujući poreske kriminalne radnje koje se odnose na direktne poreze i indirektno poreze, a kako je definisano u nacionalnom zakonodavstvu Crne Gore, koja su kažnjiva lišenjem slobode ili pritvorom u maksimalnom trajanju dužem od 1 (jedne) godine;
- (o) Zloupotreba resursa i imovine EIB grupe, što znači bilo kakvu nezakonitu aktivnost počinjenu korištenjem resursa ili imovine EIB grupe (uključujući sredstva posuđena prema ovom Ugovoru) svjesno ili nepažljivo; ili
- (p) bilo koja druga nezakonita aktivnost koja može uticati na finansijske interese Evropske unije, u skladu sa važećim zakonima.

"Projekat" ima značenje koje mu je dato u uvodnoj izjavi(a).

"Jedinica za implementaciju projekta" označava tim stručnog i pomoćnog osoblja, pod nadzorom Promotera, sa potrebnim administrativnim ovlaštenjima, kao i fizičkim i finansijskim resursima potrebnim za implementaciju Projekta.

"Događaj smanjenja troškova projekta" ima značenje dato u članu 4.3.A(1).

"Promotor" ima značenje koje mu je dato u Preambuli(a).

"Stopa preraspodjele" označava fiksnu godišnju stopu koju određuje Banka, a koja je stopa koju bi Banka primijenila na dan obračuna obeštećenja na kredit koji ima istu valutu, iste uslove plaćanja kamate i isti profil otplate na Datum revizije/konverzije kamate, ako postoji, ili Datum dospjeća

kao i Tranša u odnosu na koju se predlaže ili traži prijevremena otplata ili otkazivanje. Takva stopa ne smije biti negativne vrijednosti.

"Relevantni radni dan" označava dan na kojisistem bruto poravnanja u realnom vremenu kojim upravlja Eurosistem (T2) ili bilo koji nasljedni sistem,je otvoren za poravnanje plaćanja u EUR.

"Relevantna međubankarska stopa" označava EURIBOR.

"Relevantna strana" ima značenje koje mu je dato u članu8.3.

"Relevantna osoba" značibilo koje ministarstvo, druga centralna izvršna tijela vlasti ili druge vladine pododjele ili bilo koji od njihovih službenika ili predstavnika, ili bilo koja druga osoba koja djeluje za bilo koga od njih, u njihovo ime ili pod njihovom kontrolom, a koja ima ovlaštenje za upravljanje i/ili nadzor Kredita, Zajma ili Projekta.

"Datum otplate" označava svaki od Datuma plaćanja navedenih za otplatu glavnice Tranše u Ponudi za isplatu, u skladu sa Članom4.1.

"Zatraženi datum odgođene isplate" ima značenje koje mu je dato u članu1.5.A(1)(a)(ii).

"Sankcionisana osoba" označava bilo koju osobu ili entitet (radi izbjegavanja sumnje, termin entitet uključuje, ali nije ograničen na, bilo koju vladu, grupu ili terorističku organizaciju) koji je označen kao meta Sankcija ili je na drugi način predmet Sankcija (uključujući, bez ograničenja, kao rezultat toga što je u vlasništvu ili na drugi način pod kontrolom, direktno ili indirektno, bilo koje osobe ili entiteta koji je označen kao meta Sankcija ili je na drugi način predmet Sankcija).

"Sankcije" označavaju zakone, propise, trgovinske embargoe ili druge restriktivne mjere o ekonomskim ili finansijskim sankcijama (uključujući, posebno, ali ne ograničavajući se na, mjere u vezi s finansiranjem terorizma) koje s vremena na vrijeme donosi, primjenjuje, provodi ili provodi bilo koji od sljedećih:

- (e) Ujedinjene nacije, uključujući, između ostalog, Vijeće sigurnosti Ujedinjenih nacija;
- (f) Evropska unija, uključujući, između ostalog, Vijeće Evropske unije i Evropsku komisiju, te sva druga nadležna tijela/institucije ili agencije Evropske unije;
- (g) vlada Sjedinjenih Američkih Država i bilo koji njen odjel, odjel, agencija ili ured, uključujući, između ostalog, Ured za kontrolu strane imovine (OFAC) Ministarstva finansija Sjedinjenih Američkih Država, Ministarstvo vanjskih poslova Sjedinjenih Američkih Država i/ili Ministarstvo trgovine Sjedinjenih Američkih Država; i
- (h) vlada Ujedinjenog Kraljevstva i bilo koji odjel, odjel, agencija, ured ili tijelo, uključujući, između ostalog, Ured za provedbu finansijskih sankcija Ministarstva financija Njegovog Veličanstva i Ministarstvo za međunarodnu trgovinu Ujedinjenog Kraljevstva.

"Planirani datum isplate" označava datum na koji je planirana isplata tranše u skladu sa članom1.2.C, koji će biti Relevantni radni dan koji pada najmanje 10 (deset) dana nakon datuma Ponude za isplatu ili uspješnog poziva za određivanje cijena u realnom vremenu, a na ili prije Konačnog datuma dostupnosti.

"Osiguranje" označava bilo koju hipoteku, zalog, teret, cesiju, hipoteku ili drugi sigurnosni interes koji osigurava bilo koju obavezu bilo koje osobe ili bilo koji drugi sporazum ili aranžman koji ima sličan učinak.

"Socijalno pravo" znači svako od sljedećeg:

- (e) Pravo EU, uključujući principe i standarde, osim bilo kakvih odstupanja koja je Banka prihvatila u svrhu ovog Ugovora na osnovu bilo kojeg sporazuma između [države domaćina] i EU;
- (f) bilo koji zakon, pravilo ili propis koji se primjenjuje u Crnoj Gori u vezi sa socijalnim pitanjima;
- (g) bilo koji standardi MOR-a;
- (h) bilo koji ugovor, konvencija ili pakt Ujedinjenih nacija o ljudskim pravima koji je potpisala i ratificirala Crna Gora ili je na drugi način primjenjiv i obavezujući za nju.

"Društvena pitanja" označavaju sve ili bilo koje od sljedećeg: (i) uslove rada i zapošljavanja, (ii) zdravlje i sigurnost na radu, (iii) zaštitu i osnaživanje prava i interesa autohtonih naroda, etničkih

manjina i ranjivih grupa, (iv) kulturnu baštinu (materijalnu i nematerijalnu), (v) javno zdravlje, sigurnost i bezbjednost, (vi) prisilno fizičko preseljenje i/ili ekonomsko raseljavanje i gubitak sredstava za život osoba, i (vii) učešće javnosti i angažman zainteresovanih strana.

"Razlika" označava fiksnu razliku (pozitivne ili negativne vrijednosti) u odnosu na Relevantnu međubankarsku kamatnu stopu, kako je utvrdila Banka i o kojoj je Zajmoprimac obaviješten u relevantnoj Ponudi za isplatu ili u Prijedlogu za reviziju/konverziju kamate.

"Porez" označava bilo koji porez, namet, carinu, carinu ili drugu nametnutu obavezu ili zadržavanje slične prirode (uključujući bilo koju kaznu ili kamatu koja se plaća u vezi s bilo kakvim neplaćanjem ili bilo kakvim kašnjenjem u plaćanju bilo kojeg od istih).

"Tehnički opis" ima značenje koje mu je dato u uvodnoj izjavi(a).

"Tranša" označava svaku isplatu izvršenu ili koja će biti izvršena u skladu s ovim Ugovorom. U slučaju da nije primljena Prihvat isplate, Tranša će označavati Tranšu s aktivnim cijenama ili Tranšu kako je ponuđeno u skladu s Članom 1.2.B.

"Transakcijski dokumenti" označavaju bilo koji dokument koji su zaključili Zajmoprimac (uključujući Promotora) i jedan ili više izvođača radova u vezi s izgradnjom, implementacijom, puštanjem u rad, radom ili održavanjem Projekta.

## **ARTICLE 13**

### **Kredit i isplate**

#### **13.1 Iznos kredita**

Ovim Ugovorom Banka osniva u korist Zajmoprimca, a Zajmoprimac prihvata, kredit u iznosu od 27.000.000,00 EUR (dvadeset sedam miliona eura) za finansiranje Projekta („Kredit“).

#### **13.2 Postupak isplate**

##### **13.2.A Tranše**

Banka će isplatiti Kredit u najviše 7 (sedam) tranši. Iznos svake tranše bit će u minimalnom iznosu od 4.000.000 EUR (četiri miliona eura) ili (ako je manji) u cijelosti neiskorišteni saldo Kredita.

##### **13.2.B Ponuda za isplatu**

Na zahtjev Zajmoprimca i u skladu sa Članom 1.4.A, pod uslovom da nijedan događaj pomenut u članu 1.6.B se dogodilo i nastavlja se, Banka će nakon prijema takvog zahtjeva, po vlastitom nahođenju:

- (c) poslati Zajmoprimcu u roku od 5 (pet) radnih dana nakon prijema takvog zahtjeva Ponudu za isplatu Tranše. Ponuda za isplatu će uključuju informacije kako je navedeno u Prilogu C; ili
- (d) obavijestiti Zajmoprimca da će uslovi isplate tražene Tranše biti dogovoreni tokom snimljenog poziva o određivanju cijena uživo koji će se održati između Banke i Zajmoprimca („Tranša o određivanju cijena uživo“). U takvom slučaju, u skladu sa Članovima 1.4.Bi 1.4.C, i nakon uspješnog poziva o određivanju cijena uživo između Banke i Zajmoprimca tokom kojeg se Strane dogovore o uslovima isplate tražene Tranše, Banka će Zajmoprimcu, istog Radnog dana i nakon takvog uspješnog poziva o određivanju cijena, poslati Ponudu za isplatu koja odražava uslove dogovorene tokom poziva, a koja će uključivati informacije navedene u Prilogu C. Zajmoprimac će potvrditi Tranšu s cijenama uživo kao Prihvaćenu Tranšu i prihvatiti Ponudu za isplatu dostavljanjem Prihvatanja isplate Banci najkasnije do Roka za prihvatanje isplate u skladu sa stavom (a) Članak 1.2.C Najkasniji rok za uspješno zaključivanje procesa određivanja cijena uživo je 5 (pet) radnih dana prije konačnog datuma dostupnosti.

Najkasniji rok za prijem zahtjeva Zajmoprimca od strane Banke u skladu s ovim članom 1.2.B je 15 (petnaest) radnih dana prije konačnog datuma dostupnosti.

Stranke se slažu da Banka može izdati Ponudu za isplatu kao nepotpisani dokument i u tom slučaju će se smatrati valjano potpisano i dostavljenom u ime Banke pod uslovom da je takva Ponuda za isplatu poslana e-poštom sa sljedeće e-mail adrese [EIB-FirmDisbursementOffer@eib.org](mailto:EIB-FirmDisbursementOffer@eib.org) na e-mail adresu Zajmoprimca navedenu u članu 12.1.B.

### 13.2.C Prihvatanje isplate

- (e) Zajmoprimac može prihvatiti ponudu za isplatu dostavljanjem Prihvatanja isplate Banci najkasnije do Roka za prihvatanje isplate, nakon čega slijedi preporučeno pismo u skladu sa članom 12.1.A. Prihvatanje isplate potpisuje ovlašteni potpisnik s pravom pojedinačnog zastupanja ili dva ili više ovlaštenih potpisnika s pravom zajedničkog zastupanja i u njemu se navodi račun za isplatu na koji se isplata Tranše treba izvršiti u skladu s članom 1.2.D.
- (f) Ako Zajmoprimac uredno prihvati Ponudu za isplatu u skladu s njenim uslovima na ili prije Roka za prihvatanje isplate, Banka će staviti Prihvaćenu tranšu na raspolaganje Zajmoprimcu u skladu s relevantnom Ponudom za isplatu i podložno uslovima i odredbama ovog Ugovora.
- (g) Za Tranše koje nisu Tranše s aktivnim cijenama, smatrat će se da je Zajmoprimac odbio bilo koju Ponudu za isplatu koja nije propisno prihvaćena u skladu s njenim uvjetima na dan ili prije Roka za prihvatanje isplate.
- (h) Banka se može osloniti na informacije navedene u najnovijoj Listi ovlaštenih potpisnika i računa koju je Banci dostavio Zajmoprimac. Ako Prihvat isplate potpiše osoba definirana kao ovlašteni potpisnik prema najnovijoj Listi ovlaštenih potpisnika i računa koju je Banci dostavio Zajmoprimac, Banka može pretpostaviti da ta osoba ima ovlaštenje da potpiše i uruči u ime i za račun Zajmoprimca takvu Prihvat isplate.

### 13.2.D Račun za isplatu

Isplata će se izvršiti na Račun isplate naveden u relevantnom Prihvatanju isplate, pod uslovom da je takav Račun isplate prihvatljiv za Banku.

Bez obzira na Član 5.2(e), Zajmoprimac potvrđuje da će uplate na Račun za isplatu o kojem je obavijestio Zajmoprimac predstavljati isplate prema ovom Ugovoru kao da su izvršene na vlastiti bankovni račun Zajmoprimca.

Za svaku tranšu može se odrediti samo jedan račun za isplatu.

## 13.3 Valuta isplate

Banka će isplatiti svaku tranšu u EUR.

## 13.4 Uslovi isplate

### 13.4.A Preduslov za prvi zahtjev za ponudu isplate

Banka je od Zajmoprimca primila, u formi i sadržaju zadovoljavajućem za Banku:

- (d) dokaz da je potpisivanje ovog Ugovora od strane Zajmoprimca propisno ovlašteno i da je osoba ili osobe koje potpisuju ovaj Ugovor u ime Zajmoprimca propisno ovlaštene za to, zajedno sa uzorkom potpisa svake takve osobe ili osoba;
- (e) 2 (dva) originalna primjerka ovog Ugovora propisno potpisana od strane svih Strana; i
- (f) Spisak ovlaštenih potpisnika i računa,

prije nego što zatražite ponudu za isplatu prema članu 1.2. Bod strane Zajmoprimca. Svaki zahtjev za ponudu za isplatu koji Zajmoprimac podnese, a da Banka nije primila gore navedene dokumente na svoja zadovoljavajuća način, smatrat će se nepodnošenim.

### 13.4.B Prva tranša

Isplata prve tranše prema članu 1.2 uslovljeno je prijemom od strane Banke, u formi i sadržaju koji su joj zadovoljavajući, na ili prije datuma koji pada 6 (šest) radnih dana prije Planiranog datuma isplate (i, u slučaju odlaganja prema članu 1.5, Zatraženi datum

odgođene isplate ili Dogovoreni datum odgođene isplate, respektivno) za predloženu tranšu, sljedećih dokumenata ili dokaza:

- (g) dokaz da je Zajmoprimac (uključujući i djelovanje putem Promotora) pribavio sva potrebna ovlaštenja, potrebna u vezi s ovim Ugovorom i Projektom;
- (h) pravno mišljenje koje je izdao Zaštitnik imovinsko-pravnih interesa Crne Gore, kojim se, između ostalog, potvrđuje:
  - (vii) Zaključivanje ovog Ugovora i njegovo potpisivanje od strane Ministra finansija Crne Gore je propisno odobreno odlukom Vlade Zajmoprimca;
  - (viii) važeći izbor luksemburškog prava kao mjerodavnog prava za ovaj Ugovor;
  - (ix) valjan izbor nadležnosti Suda pravde Evropske unije prema ovom Ugovoru, te priznavanje i izvršenje presuda Suda pravde Evropske unije u bilo kojem postupku pokrenutom u Crnoj Gori;
  - (x) Ugovor je valjano potpisan, u potpunosti je na snazi, važeći, obavezujući i izvršiv u skladu sa svojim odredbama;
  - (xi) finansiranje Projekta spada u djelokrug Okvirnog sporazuma; i
  - (xii) ne postoje ograničenja devizne kontrole niti su potrebne saglasnosti kako bi se omogućio prijem svih iznosa koji će biti isplaćeni u skladu s ovim ugovorom na račun naveden u članu 1.2. Da da dozvoli otplatu Zajma i plaćanje kamate i svih ostalih iznosa koji dospijevaju po ovom Ugovoru;
- (i) dokaz da Jedinica za implementaciju projekta funkcioniše sa opisom poslova, osobljem, resursima i tehničkom pomoći, sve na zadovoljstvo Banke;
- (j) kompletan plan nabavke na zadovoljstvo Banke, koji obuhvata sve ugovore koji će se isplatiti iz sredstava Zajma;
- (k) da je Zajmoprimac poduzeo sve potrebne mjere za oslobađanje od oporezivanja svih plaćanja glavnice, kamate i drugih iznosa koji dospijevaju po ovom ugovoru i da dozvoli isplatu svih takvih bruto iznosa bez odbitka poreza na izvoru; i
- (l) da su pribavljene sve potrebne saglasnosti za kontrolu deviznog kursa kako bi se omogućio prijem isplata po ovom ugovoru, njihova otplata i isplata kamate i svih ostalih dospjelih iznosa po ovom ugovoru; takve saglasnosti moraju se odnositi na otvaranje i vođenje računa na koje se usmjerava isplata Kredita.

#### 13.4.C Sve tranše

Isplata svake tranše prema članu 1.2, uključujući i prvi, podliježe sljedećim uvjetima:

- (d) koje je Banka primila, u formi i sadržaju koji su joj zadovoljavajući, najkasnije do datuma koji pada 6 (šest) radnih dana prije Planiranog datuma isplate (i, u slučaju odgode prema članu 1.5, Zatraženi datum odgođene isplate ili Dogovoreni datum odgođene isplate, respektivno) za predloženu tranšu, sljedećih dokumenata ili dokaza:
  - (i) Potvrda od Zajmoprimca u obliku Priloga E.1 koju je potpisao ovlašteni predstavnik Zajmoprimca i koja nije ranije od datuma pada 15 (petnaest) dana prije Planiranog datuma isplate (i, u slučaju odlaganja prema članu 1.5, Zatraženi datum odgođene isplate ili Dogovoreni datum odgođene isplate, respektivno);
  - (ii) dokaz da će Zajmoprimac (uključujući i djelovanje putem Promotera) imati prihvatljive troškove u iznosu najmanje jednakom 80% iznosa Tranše koja će biti isplaćena, u roku od 180 (sto osamdeset) dana nakon Planiranog datuma isplate takve relevantne Tranše;
  - (iii) dokaz da je Zajmoprimac (uključujući i djelovanje putem Promotera) imao prihvatljive troškove u iznosu koji je najmanje jednak zbiru od 80% (osamdeset posto) iznosa posljednje isplaćene Tranše i 100% (sto posto) iznosa svih prethodno isplaćenih Tranši;
  - (iv) kopiju bilo kojeg drugog ovlaštenja ili drugog dokumenta, mišljenja ili uvjerenja o kojem je Banka obavijestila Zajmoprimca da je neophodno ili poželjno u vezi sa zaključenjem i izvršenjem ovog Ugovora, kao i transakcijama predviđenim ovim Ugovorom ili zakonitošću, validnošću, obavezujućim dejstvom ili izvršivošću istog; i

- (e) da na Planirani datum isplate (i, u slučaju odlaganja prema članu 1.5, na Zatraženi datum odgođene isplate ili Dogovoreni datum odgođene isplate, respektivno) za predloženu tranšu:
  - (i) izjave i garancije koje se ponavljaju u skladu sa Article 6 su tačni u svim aspektima; i
  - (ii) nijedan događaj ili okolnost koja predstavlja ili bi protokom vremena ili davanjem obavještenja ili donošenjem bilo kakve odluke prema ovom Ugovoru (ili bilo kojoj kombinaciji prethodno navedenog) predstavljala:
    - (3) događaj neizvršenja obaveza; ili
    - (4) događaj prijevremene uplate
 se dogodio i nastavlja se neotklonjen ili se od njega nije odustalo ili bi nastao kao rezultat isplate predložene tranše.
- (f) u pogledu Tranše s aktivnim cijenama, da je Prihvatanje isplate, uredno potpisano od strane Zajmoprimca, dostavljeno Banci u roku navedenom u njoj, u skladu s članom 1.2.B(b).

## 13.5 Odlaganje isplate

### 13.5.A Razlozi za odlaganje

#### 13.5.A(1) Zahtjev zajmoprimca

- (c) Zajmoprimac može poslati Banci pisani zahtjev kojim traži odgodu isplate Prihvaćene tranše. Pisani zahtjev mora biti primljen od strane Banke najmanje 5 (pet) radnih dana prije Planiranog datuma isplate Prihvaćene tranše i mora sadržavati:
  - (i) da li Zajmoprimac želi odgoditi isplatu u cijelosti ili djelomično, a ako djelomično, iznos koji se odgađa; i
  - (ii) datum do kojeg Zajmoprimac želi odgoditi isplatu gore navedenog iznosa („Zahtijevani datum odgođene isplate“), koji mora biti datum koji ne smije biti kasnije od:
    - (1) 6 (šest) mjeseci od Planiranog datuma isplate;
    - (2) 30 (trideset) dana prije prvog datuma otplate; i
    - (3) Konačni datum dostupnosti.
- (d) Po prijemu takvog pismenog zahtjeva, Banka će odložiti isplatu relevantnog iznosa do Zahtjevanog datuma odgođene isplate.

#### 13.5.A(2) Neispunjavanje uslova za isplatu

- (d) Isplata prihvaćene tranše bit će odložena ako je ispunjen bilo koji uslov za isplatu takve prihvaćene tranše iz člana 1.4 nije ispunjeno ni:
  - (i) na datum određen za ispunjenje takvog uslova u članu 1.4i
  - (ii) na Planirani datum isplate (ili, ako je Planirani datum isplate prethodno odgođen, na datum očekivane isplate).
- (e) Banka i Zajmoprimac će se dogovoriti o datumu do kojeg će isplata takve Prihvaćene tranše biti odgođena („Dogovoreni datum odgođene isplate“), koji mora biti datum koji pada:
  - (iii) ne ranije od 6 (šest) radnih dana nakon ispunjenja svih uslova isplate; i
  - (iv) najkasnije do konačnog datuma dostupnosti.
- (f) Bez obzira na pravo Banke da obustavi i/ili otkáže neisplaćeni dio Kredita u cijelosti ili djelomično u skladu s članom 1.6.B, Banka će odložiti isplatu takve Prihvaćene tranše do Dogovorenog datuma odložene isplate.

#### 13.5.A(3) NAKNADA ZA ODGOĐENJE

Ako se isplata prihvaćene tranše odgodi u skladu sa paragrafima 1.5.A(1) ili 1.5.A(2) gore navedenom, Zajmoprimac će platiti Naknadu za odgodu.

### **13.5.B** Otkazivanje isplate odgođene za 6 (šest) mjeseci

Ako je isplata odgođena za više od 6 (šest) mjeseci ukupno u skladu sa članom 1.5.A, Banka može pismeno obavijestiti Zajmoprimca da će takva isplata biti otkazana, a takvo otkazivanje stupa na snagu danom takve pismene obavijesti. Iznos isplate koji je Banka otkazala u skladu s ovim članom 1.5.Bostat će dostupni za isplatu prema članu 1.2.

## **13.6 Otkazivanje i suspenzija**

### **13.6.A** Pravo zajmoprimca na raskid ugovora

- (d) Zajmoprimac može poslati pismenu obavijest Banci sa zahtjevom za otkazivanje neisplaćenog Kredita ili njegovog dijela.
- (e) U svom pismenom obavještenju, Zajmoprimac:
  - (i) mora navesti da li će se Akreditiv otkazati u cijelosti ili djelimično i, ako se otkazuje djelimično, iznos Akreditiva koji se otkazuje; i
  - (ii) ne smije tražiti otkazivanje prihvaćene tranše, čiji je planirani datum isplate u roku od 5 (pet) radnih dana od datuma takve pismene obavijesti.
- (f) Po prijemu takve pismene obavijesti, Banka će odmah otkazati traženi dio Akreditiva.

### **13.6.B** Pravo banke da obustavi i otkáže

- (c) U bilo kojem trenutku nakon nastanka sljedećih događaja, Banka može pismeno obavijestiti Zajmoprimca da će neisplaćeni dio Kredita biti obustavljen i/ili (osim u slučaju nastanka Poremećaja na tržištu) otkazan u cijelosti ili djelomično:
  - (i) Događaj prijevremene otplate;
  - (ii) Događaj neizvršenja obaveza;
  - (iii) događaj ili okolnost koja bi protokom vremena ili davanjem obavještenja ili donošenjem bilo kakve odluke prema ovom Ugovoru (ili bilo kojom kombinacijom prethodno navedenog) predstavljala Slučaj prijevremene otplate ili Slučaj neizvršenja obaveza; ili
  - (iv) događaj poremećaja na tržištu pod uslovom da Banka nije primila Prihvatanje isplate.
- (d) Na dan takve pismene obavijesti od strane Banke, relevantni dio Kredita bit će obustavljen i/ili otkazan s trenutnim učinkom. Svaka obustava će trajati sve dok Banka ne okonča obustavu ili ne otkáže obustavljeni iznos.

### **13.6.C** Odšteta za suspenziju i otkazivanje tranše

#### *13.6.C(1) Suspenzija*

Ako Banka obustavi Prihvaćenu tranšu nakon nastanka Događaja prijevremene otplate koji podliježe obeštećenju ili Događaja neizvršenja obaveza ili događaja ili okolnosti koje bi protokom vremena ili davanjem obavještenja ili donošenjem bilo kakve odluke prema ovom Ugovoru (ili bilo kojom kombinacijom prethodno navedenog) predstavljale Događaj prijevremene otplate koji podliježe obeštećenju ili Događaj neizvršenja obaveza, Zajmoprimac će Banci platiti Naknadu za odgodu izračunatu na osnovu iznosa takve Prihvaćene tranše.

#### *13.6.C(2) Otkazivanje*

- (d) Ako se Prihvaćena tranša koja je tranša s fiksnom kamatnom stopom („Otkazana tranša“) otkáže:
  - (iii) od strane Zajmoprimca u skladu sa članom 1.6.Aili

- (iv) od strane Banke po Događaju prijevremene otplate koji podliježe obeštećenju ili događaju ili okolnostima koje bi protokom vremena ili davanjem obavještenja ili donošenjem bilo kakve odluke prema ovom Ugovoru (ili bilo kojoj kombinaciji prethodno navedenog) predstavljale Događaj prijevremene otplate koji podliježe obeštećenju ili prema Članu 1.5.B,

Zajmoprimac će platiti Banci odštetu za takvu Otkazanu tranšu.

- (e) Takva odšteta će biti:

- (iii) izračunato pod pretpostavkom da je otkazana tranša isplaćena i vraćena na isti Planirani datum isplate ili, u mjeri u kojoj je isplata tranše trenutno odgođena ili obustavljena, na datum obavještenja o otkazivanju; i

- (iv) u iznosu koji je Banka saopštila Zajmoprimcu kao sadašnju vrijednost (izračunatu na dan otkazivanja) eventualnog viška:

- (1) kamata koja bi se nakon toga obračunala na poništenu tranšu tokom perioda od datuma otkazivanja u skladu s ovim članom 1.6.C(2), do Datuma revizije/konverzije kamate, ako postoji, ili Datuma dospjeća, ako nije otkazana; preko

- (2) kamata koja bi se tako obračunala tokom tog perioda, ako bi se obračunala po stopi preraspodjele, umanjena za 0,19% (devetnaest baznih poena).

Navedena sadašnja vrijednost će se izračunati po diskontnoj stopi jednakoj Stopi preraspodjele koja se primjenjuje na svaki relevantni Datum plaćanja odgovarajuće Tranše.

- (f) Ako Banka otkáže bilo koju Prihvaćenu tranšu nakon nastanka Slučaja neizvršenja obaveza, Zajmoprimac će obeštetiti Banku u skladu sa Članom 10.3.

### **13.7 Otkazivanje nakon isteka kredita**

Na dan nakon Konačnog datuma dostupnosti, osim ako Banka drugačije pismeno ne obavijesti Zajmoprimca, bilo koji dio Kredita za koji nije primljen Prihvat isplate u skladu sa članom 1.2.C bit će automatski otkazan, bez daljnjeg obavještenja Banke Zajmoprimcu i bez ikakve odgovornosti koja nastaje za bilo koju Stranu.

### **13.8 Unaprijed plaćena naknada**

Zajmoprimac ovlašćuje Banku da od prve tranše zadrži početnu naknadu u iznosu ekvivalentnom 0,1% (10 baznih poena) Kredita.

Iznos koji Banka zadrži iz prve tranše kao uplatu početne naknade smatrat će se isplaćenim od strane Banke.

Ako:

- (c) Ukoliko ne dođe do isplate, Zajmoprimac će platiti Banci unaprijed naknadu na Konačni datum dostupnosti; ili
- (d) Kredit se u potpunosti otkazuje prema članu 1.6 Prije konačnog datuma dostupnosti, Zajmoprimac je dužan platiti Banci unaprijed određenu naknadu na dan takvog otkazivanja.

### **13.9 Naknada za nekorištenje za produženje konačnog datuma dostupnosti**

Ako Zajmoprimac zatraži produženje Konačnog datuma dostupnosti i Banka, po vlastitom nahođenju, pristane na takvo produženje, Zajmoprimac će Banci platiti naknadu za nekorištenje obračunatu na osnovu dnevnog neiskorištenog i neotkazanog stanja Kredita od Konačnog datuma dostupnosti do produženog datuma dostupnosti, kako je dogovoreno između Zajmoprimca i Banke.

### **13.10 Iznosi dospjeli prema člancima 1.5 i 1.6**

Iznosi dospjeli prema člancima 1.5 i 1.6 plaća se:

- (c) u EUR; i
- (d) u roku od 15 (petnaest) dana od dana prijema zahtjeva Banke od strane Zajmoprimca ili u bilo kojem dužem roku navedenom u zahtjevu Banke.

## **ARTICLE 14**

### **Zajam**

#### **14.1 Iznos kredita**

Zajam će obuhvatati ukupan iznos tranši koje je Banka isplatila u okviru Kredita, kako je potvrđeno od strane Banke u skladu sa članom 2.3.

#### **14.2 Valuta plaćanja**

Zajmoprimac će platiti kamatu, glavnicu i ostale troškove koji se plaćaju u odnosu na svaku Tranšu u valuti u kojoj je ta Tranša isplaćena. Ostale uplate, ako ih ima, bit će izvršene u valuti koju odredi Banka, uzimajući u obzir valutu rashoda koji će biti nadoknađen tom uplatom.

#### **14.3 Potvrda banke**

Banka će Zajmoprimcu dostaviti amortizacijsku tabelu iz člana 4.1, ako postoji, s datumom isplate, valutom, isplaćenim iznosom, uvjetima otplate i kamatnom stopom za svaku tranšu, najkasnije 10 (deset) kalendarskih dana nakon Planiranog datuma isplate za tu tranšu.

## **ARTICLE 15**

### **Interes**

#### **15.1 Kamatna stopa**

##### **15.1.A Tranše s fiksnom kamatnom stopom**

Zajmoprimac će plaćati kamatu na preostali saldo svake Tranše s fiksnom kamatnom stopom po Fiksnoj kamatnoj stopi kvartalno, polugodišnje u zaostatku na relevantne Datume plaćanja kako je navedeno u Ponudi za isplatu, počevši od prvog takvog Datuma plaćanja nakon Datuma isplate Tranše. Ako je period od Datuma isplate do prvog Datuma plaćanja 15 (petnaest) dana ili manje, tada će se plaćanje kamate obračunati tokom tog perioda odgoditi do sljedećeg (drugog) Datuma plaćanja. Kamata se obračunava na osnovu člana 5.1(a).

##### **15.1.B Tranše s promjenjivom kamatnom stopom**

Zajmoprimac će plaćati kamatu na preostali saldo svake Tranše s promjenjivom kamatnom stopom po Promjenjivoj kamatnoj stopi kvartalno ili polugodišnje u zaostatku na relevantne Datume plaćanja, kako je navedeno u Ponudi za isplatu, počevši od prvog takvog Datuma plaćanja nakon Datuma isplate Tranše. Banka će obavijestiti Zajmoprimca o promjenjivoj kamatnoj stopi u roku od 10 (deset) dana od početka svakog Referentnog perioda promjenjive kamatne stope.

Ako se u skladu sa članovima 1.5 i 1.6 Ako se isplata bilo koje tranše s promjenjivom kamatnom stopom izvrši nakon Planiranog datuma isplate, relevantna međubankarska stopa koja se primjenjuje na prvi referentni period promjenjive kamatne stope bit će određena u skladu s Prilogom B za referentni period promjenjive kamatne stope koji počinje na datum isplate, a ne na Planirani datum isplate.

Kamata se obračunava za svaki referentni period promjenjive kamatne stope na osnovu člana 5.1(b).

### 15.1.C Revizija ili konverzija tranši

U slučaju da Zajmoprimac iskoristi opciju revizije ili konverzije kamatne stope Tranše, on će, od efektivnog datuma revizije/konverzije kamate (u skladu s postupkom utvrđenim u Prilogu D), plaćati kamatu po stopi utvrđenoj u skladu s odredbama Priloga D.

## 15.2 Kamata na zaostale iznose

Bez predrasuda prema Article 10i izuzetkom od člana 3.1, ako Zajmoprimac ne plati bilo koji iznos koji je dužan platiti prema ovom Ugovoru na dan dospijeca, kamata će se obračunavati na bilo koji zakašnjeni iznos koji se plaća prema uslovima ovog Ugovora od dana dospijeca do dana stvarne uplate po godišnjoj stopi koja je jednaka:

- (d) za dospjele iznose vezane za tranše s promjenjivom kamatnom stopom, primjenjiva promjenjiva kamatna stopa plus 2% (200 baznih bodova);
- (e) za dospjele iznose vezane za tranše s fiksnom kamatnom stopom, veći od:
  - (i) primjenjiva fiksna kamatna stopa plus 2% (200 baznih poena); ili
  - (ii) Relevantna međubankarska kamatna stopa (jednomjesečna) plus 2% (200 baznih poena); i
- (f) za dospjele iznose osim onih pod (a) ili (b) iznad, Relevantna međubankarska kamatna stopa (jedan mjesec) plus 2% (200 baznih poena),

i bit će plativa u skladu sa zahtjevom Banke. U svrhu određivanja Relevantne međubankarske stope u vezi s ovim članom 3.2(b)i(c), relevantni periodi u smislu Priloga B bit će uzastopni periodi od 1 (jednog) mjeseca počevši od datuma dospijeca. Svaka neplaćena, ali dospjela kamata može se kapitalizirati u skladu s članom 1154.

Luksemburškog građanskog zakonika. Radi izbjegavanja sumnje, kapitalizacija kamate vrši se samo za dospjelu, ali neplaćenu kamatu u periodu dužem od godinu dana.

Zajmoprimac se ovim unaprijed slaže da se neplaćena kamata koja dospijeva u periodu dužem od godinu dana obračunava složeno i da će od kapitalizacije takva neplaćena kamata zauzvrat proizvoditi kamatu po kamatnoj stopi utvrđenoj u ovom članu 3.2.

Bez obzira na Član 3.2(c) gore navedenom, ako je dospjeli iznos u valuti za koju u ovom Ugovoru nije navedena Relevantna međubankarska stopa, primjenjivat će se relevantna međubankarska stopa ili, kako odredi Banka, relevantna bezrizična stopa koju Banka općenito zadržava za transakcije u toj valuti, plus 2% (200 baznih bodova), izračunato u skladu s tržišnom praksom za takvu stopu.

## 15.3 Događaj poremećaja na tržištu

Ako u bilo kojem trenutku:

- (c) od prijema Akcepta isplate od strane Banke u vezi sa Tranšom; i
- (d) do datuma koji pada 20 (dvadeset) radnih dana prije Planiranog datuma isplate

U slučaju poremećaja na tržištu, Banka može obavijestiti Zajmoprimca da ovaj Član 3.3 je stupio na snagu.

Bez obzira na valutu isplate koju je Zajmoprimac prvobitno prihvatio za Tranšu, Banka će obavijestiti Zajmoprimca o ekvivalentu u EUR koji će biti isplaćen na Planirani datum isplate. Kamatna stopa koja se primjenjuje na takvu Prihvaćenu Tranšu do Datuma dospeljeća ili Datuma revizije/konverzije kamate, ako postoji, bit će godišnja procentualna stopa, koja je stopa (izražena kao procentualna stopa godišnje) koju Banka odredi kao sveobuhvatni trošak za Banku za finansiranje relevantne Tranše na osnovu tada važeće interno generirane referentne stope Banke ili alternativne metode određivanja stope koju Banka razumno odredi.

Zajmoprimac ima pravo pismeno odbiti takvu isplatu u roku navedenom u obavještenju i snosiće eventualne nastale troškove, u kom slučaju Banka neće izvršiti isplatu, a odgovarajući dio Kredita ostat će dostupan za isplatu u skladu sa članom 1.2. Ukoliko Zajmoprimac ne odbije isplatu na vrijeme, Strane se slažu da će isplata u EUR i uslovi iste biti u potpunosti obavezujući za sve Strane. Raspon ili fiksna kamatna stopa koju je Zajmoprimac prethodno prihvatio više se neće primjenjivati.

## **ARTICLE 16**

### **Otplata**

#### **16.1 Redovna otplata**

##### **16.1.A Otplata u ratama**

- (c) Zajmoprimac će otplatiti svaku Tranšu u ratama na Datume otplate navedene u relevantnoj Ponudi za isplatu u skladu sa uslovima amortizacione tabele dostavljene u skladu sa Članom 2.3.
- (d) Svaka amortizaciona tabela se sastavlja na osnovu sljedećeg:
  - (i) U slučaju Tranše s fiksnom kamatnom stopom bez Datuma revizije/konverzije kamate, otplata će se vršiti kvartalno, polugodišnje ili godišnje jednakim ratama glavnice ili konstantnim ratama glavnice i kamate;
  - (ii) U slučaju tranše s fiksnom kamatnom stopom s datumom revizije/konverzije kamate ili tranše s promjenjivom kamatnom stopom, otplata će se vršiti jednakim tromjesečnim, polugodišnjim ratama-godišnje ili godišnje rate glavnice;
  - (iii) Prvi datum otplate svake tranše neće biti ranije od 30 (trideset) dana od Planiranog datuma isplate i ne kasnije od Datuma otplate koji neposredno slijedi nakon 5. (peti) godišnjica Planiranog datuma isplate Tranše; i
  - (iv) Posljednji datum otplate svake tranše neće biti ranije od 4 (četiri) godine, a ne kasnije od 25 (dvadeset pet) godina od Planiranog datuma isplate.

#### **16.2 Dobrovoljna pretplata**

##### **16.2.A Mogućnost plaćanja unaprijed**

Podložno člancima 4.2.B, 4.2.C i 4.4, Zajmoprimac može prijevremeno otplatiti cijelu ili dio bilo koje Tranše, zajedno s obračunatom kamatom i eventualnim obeštećenjima, nakon što podnese Zahtjev za prijevremenu otplatu ne ranije od 60 (šezdeset) i ne kasnije od 30 (trideset) kalendarskih dana prethodne obavijesti, navodeći:

- (e) Iznos avansne uplate;
- (f) Datum prijevremene uplate;
- (g) ako je primjenjivo, izbor načina primjene Iznosa avansne uplate u skladu s članom 5.5.C(a) i
- (h) Broj Ugovora.

Zahtjev za prijevremenu uplatu je neopoziv.

## **16.2.B** Obeštećenje za prijevremenu otplatu

### *16.2.B(1) Tranša s fiksnom kamatnom stopom*

Podložno članu 4.2.B(3) u nastavku, ako Zajmoprimac prijevremeno otplati Tranšu s fiksnom kamatnom stopom, Zajmoprimac će na Datum prijevremene otplate platiti Banci Naknadu za prijevremenu otplatu u vezi s Tranšom s fiksnom kamatnom stopom koja se prijevremeno otplaćuje.

### *16.2.B(2) Tranša s promjenjivom kamatnom stopom*

Podložno članu 4.2.B(3) u nastavku, Zajmoprimac može prijevremeno otplatiti tranšu s promjenjivom kamatnom stopom bez obeštećenja.

### *16.2.B(3) REVIZIJA/KONVERZIJA*

Prijevremena otplata Tranše na Datum revizije/konverzije kamate može se izvršiti bez obeštećenja, osim ako je Zajmoprimac prihvatio fiksnu kamatnu stopu u skladu s Prilogom D prema Prijedlogu za reviziju/konverziju kamate.

## **16.2.C** Mehanizam plaćanja unaprijed

Nakon što Zajmoprimac Banci podnese Zahtjev za prijevremenu otplatu u vezi s Tranšom s fiksnom kamatnom stopom, Banka će Zajmoprimcu izdati Ponudu za prijevremenu otplatu, najkasnije 15 (petnaest) dana prije Datuma prijevremene otplate. Ponuda za prijevremenu otplatu mora navesti Iznos prijevremene otplate, Datum prijevremene otplate, obračunatu kamatu koja dospijeva na taj iznos, Naknadu za prijevremenu otplatu koja se plaća prema Članu 4.2.B(1), naknada iz člana 4.2.D, ako postoji, način primjene Iznosa prijevremene otplate i rok do kojeg Zajmoprimac može prihvatiti Ponudu za prijevremenu otplatu.

Ako Zajmoprimac prihvati Ponudu za prijevremenu otplatu najkasnije do roka navedenog u njoj, Banka će Zajmoprimcu poslati Obavještenje o prijevremenoj otplati, najkasnije 10 (deset) dana prije relevantnog Datuma prijevremene otplate. Ako Zajmoprimac ne uredno prihvati Ponudu za prijevremenu otplatu, Zajmoprimac ne može izvršiti prijevremenu otplatu u odnosu na takvu Tranšu s fiksnom kamatnom stopom.

Nakon što Zajmoprimac podnese Banci Zahtjev za prijevremenu otplatu u vezi s Tranšom s promjenjivom kamatnom stopom, Banka će Zajmoprimcu izdati Obavještenje o prijevremenoj otplati, najkasnije 10 (deset) dana prije Datuma prijevremene otplate. Zajmoprimac će platiti iznos naveden u Obavještenju o prijevremenoj otplati na relevantni Datum prijevremene otplate.

## **16.2.D** Administrativna taksa

Ako Banka izuzetno, isključivo po svojoj diskreciji, prihvati Zahtjev za prijevremenu otplatu s prethodnom najavom kraćom od 30 (trideset) kalendarskih dana, Zajmoprimac će Banci platiti naknadu od 10.000,00 EUR (deset hiljada eura) po svakoj Tranši za koju se traži da bude prijevremeno otplaćena, djelimično ili u cijelosti, kao naknadu za administrativne troškove koje je Banka imala u vezi s takvom dobrovoljnom prijevremenom otplatom. U takvom slučaju, Banka neće biti obavezna da poštuje rokove za slanje Ponude za prijevremenu otplatu i/ili Obavještenja o prijevremenoj otplati, kako je primjenjivo, u skladu s ovim Ugovorom.

## 16.3 Obavezna uplata unaprijed i otkazivanje

### 16.3.A Događaji plaćanja unaprijed

#### 16.3.A(1) Događaj smanjenja troškova projekta

- (d) Zajmoprimac će odmah obavijestiti Banku ako se dogodio Događaj smanjenja troškova projekta ili je vjerovatno da će se dogoditi. U bilo kojem trenutku nakon nastanka Događaja smanjenja troškova projekta, Banka može, obavještenjem Zajmoprimca, otkazati neisplaćeni dio Kredita i/ili zahtijevati prijevremenu otplatu Neizmirenog Kredita do iznosa za koji Kredit prelazi limit naveden u stavu(c)dolje navedeno, zajedno s obračunatom kamatom i svim ostalim obračunatim i nepodmirenim iznosima prema ovom Ugovoru u odnosu na dio Nepodmirenog zajma koji treba biti otplaćen prijevremeno.
- (e) Zajmoprimac će izvršiti plaćanje traženog iznosa na datum koji odredi Banka, a taj datum ne smije biti kraći od 30 (trideset) dana od datuma zahtjeva.
- (f) U svrhu ovog člana, "Događaj smanjenja troškova projekta" znači da ukupni troškovi projekta padnu ispod iznosa navedenog u uvodnoj izjavi.(b)tako da iznos Kredita premašuje (zajedno sa svim drugim kreditima koje je Banka obezbijedila za ovaj Projekat, ako ih ima):
  - (i) 50% (pedeset posto); i/ili
  - (ii) kada se zbroji s iznosom bilo kojih drugih sredstava Evropske unije dostupnih za Projekt, 70% (sedamdeset posto),takvih ukupnih troškova Projekta.

#### 16.3.A(2) Događaj prijevremene otplate finansiranja koje nije od strane EIB-a

- (f) Zajmoprimac će odmah obavijestiti Banku ako se dogodio ili je vjerovatno da će se dogoditi Događaj prijevremene otplate finansiranja koje nije od strane EIB-a. U bilo kojem trenutku nakon nastanka Događaja prijevremene otplate finansiranja koje nije od strane EIB-a, Banka može, putem obavještenja Zajmoprimca, otkazati neisplaćeni dio Kredita i zahtijevati prijevremenu otplatu Neizmirenog Kredita, zajedno sa obračunatom kamatom i svim ostalim obračunatim i nepodmirenim iznosima prema ovom Ugovoru u odnosu na dio Neizmirenog Kredita koji treba biti prijevremeno otplaćen.
- (g) Udio Kredita koji Banka može otkazati i udio Neizmirenog Kredita za koji Banka može zahtijevati da se prijevremeno otplati bit će isti kao i udio koji unaprijed otplaćeni iznos Finansiranja koje nije od EIB-a ima u ukupnom neizmirenom iznosu svih Finansiranja koje nije od EIB-a.
- (h) Zajmoprimac će izvršiti plaćanje traženog iznosa na datum koji odredi Banka, pri čemu taj datum mora biti najmanje 30 (trideset) dana od datuma zahtjeva.
- (i) Paragraf(a)ne odnosi se na dobrovoljnu prijevremenu otplatu (ili otkup ili otkazivanje, ovisno o slučaju) finansiranja koje nije od strane EIB-a:
  - (i) urađeno uz prethodnu pismenu saglasnost Banke;
  - (ii) urađeno u okviru revolving kreditnog aranžmana; ili
  - (iii) napravljeno od prihoda bilo kakvog finansijskog zaduženja koje ima rok trajanja koji je najmanje jednak neisteklom roku takvog unaprijed otplaćenog finansiranja koje nije od strane EIB-a;
- (j) Za potrebe ovog članka:
  - (i) "Slučaj prijevremene otplate finansiranja koje nije od strane EIB-a" označava svaki slučaj u kojem Zajmoprimac dobrovoljno prijevremeno otplati (radi izbjegavanja sumnje, takva prijevremena otplata uključuje dobrovoljni otkup ili otkazivanje bilo koje obaveze kreditora, ovisno o slučaju) dio ili cijelo bilo koje finansiranje koje nije od strane EIB-a; i
  - (ii) "Finansiranje koje nije od strane EIB-a" označava bilo koje finansijsko zaduženje (osim Zajma i bilo kojeg drugog direktnog finansijskog zaduženja Banke prema Zajmoprimcu), ili bilo koju drugu obavezu plaćanja ili otplate novca prvobitno stavljenog na raspolaganje Zajmoprimcu) u periodu dužem od 3 (tri) godine.

### 16.3.A(3) Promjena zakona DOGAĐAJ

Zajmoprimac će odmah obavijestiti Banku ako je došlo do promjene zakona ili je vjerovatno da će doći do nje. U takvom slučaju, ili ako Banka ima razuman razlog da vjeruje da je došlo do promjene zakona ili da će uskoro doći do nje, Banka može zatražiti od Zajmoprimca da se s njom konsultuje. Takve konsultacije će se održati u roku od 30 (trideset) dana od datuma zahtjeva Banke. Ako, nakon isteka 30 (trideset) dana od datuma takvog zahtjeva za konsultacije, Banka smatra da:

(c) takav Događaj promjene zakona bi značajno umanjio sposobnost Zajmoprimca da ispuni svoje obaveze prema ovom Ugovoru, i

(d) efekti takve promjene zakona ne mogu se ublažiti na njegovo zadovoljavajuće zadovoljstvo,

Banka može, obavještenjem Zajmoprimca, otkazati neisplaćeni dio Kredita i/ili zahtijevati prijevremenu otplatu Neizmirenog iznosa Kredita, zajedno sa obračunatom kamatom i svim ostalim obračunatim i neizmirenim iznosima po ovom Ugovoru.

Zajmoprimac će izvršiti plaćanje traženog iznosa na datum koji odredi Banka, pri čemu taj datum mora biti najmanje 30 (trideset) dana od datuma zahtjeva.

U svrhu ovog člana, "Događaj promjene zakona" označava donošenje, proglašenje, izvršenje ili ratifikaciju ili bilo kakvu promjenu ili izmjenu bilo kojeg zakona, pravila ili propisa (ili u primjeni ili službenom tumačenju bilo kojeg zakona, pravila ili propisa), ili nametanje bilo kakvih Sankcija, koje se dese nakon datuma ovog Ugovora i koje bi mogle umanjiti sposobnost Zajmoprimca da ispuni svoje obaveze prema ovom Ugovoru.

### 16.3.A(4) Nezakonit događaj

(c) Nakon što postanete svjesni nezakonitog događaja:

(i) Banka će odmah obavijestiti Zajmoprimca, i

(ii) Banka može odmah (A) obustaviti ili otkazati neisplaćeni dio Kredita, i/ili (B) zahtijevati prijevremenu otplatu Neisplaćenog Kredita, zajedno sa obračunatom kamatom i svim ostalim obračunatim i neisplaćenim iznosima prema ovom Ugovoru na datum koji Banka naznači u svom obavještenju Zajmoprimcu.

(d) Za potrebe ovog člana, "Nezakonit događaj" znači da:

(iii) postane nezakonito u bilo kojoj primjenjivoj jurisdikciji ili postane ili će vjerovatno postati suprotno bilo kojim Sankcijama, da Banka:

(C) izvršiti bilo koju od svojih obaveza kako je predviđeno ovim Ugovorom; ili

(D) finansirati ili održavati Zajam;

(iv) the Okvirni sporazum je ili će vjerovatno biti:

(E) koje Crna Gora odbacuje ili koje ni u kom pogledu nisu obavezujuće za Crnu Goru;

(F) nije na snazi u skladu sa svojim uslovima ili Zajmoprimac tvrdi da je nevažeći u skladu sa svojim uslovima.

(G) prekršila Crna Gora, u smislu da bilo koja obaveza koju je Crna Gora preuzela prema Okvirni sporazum prestaje da se ispunjava u pogledu bilo kakvog finansiranja izvršenog bilo kojem zajmoprimcu na teritoriji Crne Gore iz sredstava Banke ili EU; ili

(H) nije primjenjivo na Projekt ili prava Banke prema Okvirni sporazum ne može se primijeniti u odnosu na Projekt.

(v) u vezi s garancijom EFSD+ DIW1:

(E) više nije važeći ili na snazi u potpunosti;

(F) nisu ispunjeni uslovi za pokriće po tom osnovu;

(G) nije na snazi u skladu sa svojim uslovima ili se tvrdi da je nevažeći u skladu sa svojim uslovima; ili

- (H) Crna Gora prestaje biti zemlja koja ispunjava uslove u skladu s Uredbom NDICI-GE, Uredbom IPA III ili bilo kojim drugim primjenjivim zakonom ili instrumentom koji reguliše EFSD+.

### **16.3.B** Mehanizam plaćanja unaprijed

Bilo koji iznos koji Banka zahtijeva u skladu sa članom 4.3.A, zajedno sa svim kamatama ili drugim iznosima obračunatim ili nepodmirenim prema ovom Ugovoru, uključujući, bez ograničenja, bilo kakvu odštetu koja dopijeva prema Članu 4.3.C, bit će plaćeni na Datum prijevremene otplate koji je Banka naznačila u svojoj obavijesti o zahtjevu.

### **16.3.C** Obeštećenje za prijevremenu otplatu

#### *16.3.C(1) TRANŠA S FIKSNOM KAMATNOM STOPOM*

Ako Zajmoprimac prijevremeno otplati Tranšu s fiksnom kamatnom stopom u slučaju Događaja prijevremene otplate koji podliježe obeštećenju, Zajmoprimac će na Datum prijevremene otplate platiti Banci Obeštećenje za prijevremenu otplatu u odnosu na Tranšu s fiksnom kamatnom stopom koja se prijevremeno otplaćuje.

#### *16.3.C(2) TRANŠA S VARIJABILNOM KAMATNOM STOPOM*

Zajmoprimac može prijevremeno otplatiti tranše s promjenjivom kamatnom stopom bez naknade za prijevremenu otplatu.

## **16.4** Općenito

### **16.4.A** Bez obzira na Član 10

Ovo Article 4 neće prejudicirati Article 10.

### **16.4.B** Nema ponovnog zaduživanja

Otplaćeni ili unaprijed plaćeni iznos ne može se ponovo posuditi.

## **ARTICLE 17**

### **Plaćanja**

## **17.1** Konvencija brojanja dana

Bilo koji iznos koji Zajmoprimac duguje na ime kamate, obeštećenja ili naknade za odgodu plaćanja prema ovom Ugovoru, a izračunat u odnosu na dio godine, bit će određen na osnovu sljedećih odgovarajućih konvencija:

- (c) pod fiksnom kamatnom stopom, godina od 360 (tri stotine šezdeset) dana i mjesec od 30 (trideset) dana; i
- (d) pod Tranšom s promjenjivom kamatnom stopom, godina od 360 (tri stotine šezdeset) dana i broj proteklih dana.

## **17.2** Vrijeme i mjesto plaćanja

- (f) Osim ako nije drugačije navedeno u ovom Ugovoru ili u zahtjevu Banke, svi iznosi osim iznosa kamate, obeštećenja i glavnice dopijevaju na naplatu u roku od 15 (petnaest) dana od dana prijema zahtjeva Banke od strane Zajmoprimca.
- (g) Svaki iznos koji Zajmoprimac plaća po ovom Ugovoru bit će uplaćen na relevantni račun o kojem je Banka obavijestila Zajmoprimca. Banka će obavijestiti račun najmanje 15 (petnaest) dana prije datuma dopijuća prve uplate Zajmoprimca i obavijestiti će o svakoj promjeni računa najmanje 15 (petnaest) dana prije datuma prve uplate na koju se promjena odnosi. Ovaj rok za obavještenje se ne primjenjuje u slučaju plaćanja po Article 10.

- (h) Zajmoprimac će navesti broj Ugovora u detaljima plaćanja za svako plaćanje izvršeno u skladu s ovim Ugovorom.
- (i) Iznos koji Zajmoprimac duguje smatrat će se uplaćenim kada ga Banka primi.
- (j) Sve isplate i plaćanja Banci po ovom Ugovoru vršit će se korištenjem Računa isplata (za isplate Banke) i Računa za plaćanje (za plaćanja Banci).

### **17.3 Nema kompenzacije od strane Zajmoprimca**

Sve uplate koje Zajmoprimac treba da izvrši po ovom Ugovoru biće obračunate i izvršene bez (i oslobođene i oslobođene bilo kakvog odbitka za) kompenzacije ili protivtužbe.

### **17.4 Poremećaji u platnim sistemima**

Ako Banka (po vlastitom nahođenju) utvrdi da je došlo do Događaja prekida ili ako Zajmoprimac obavijesti Banku da je došlo do Događaja prekida:

- (d) Banka može, i hoće, ako to zatraži Zajmoprimac, konsultovati se sa Zajmoprimcem radi dogovora sa Zajmoprimcem o takvim promjenama u radu ili upravljanju ovim Ugovorom koje Banka smatra potrebnim u datim okolnostima;
- (e) Banka neće biti obavezna da se konsultuje sa Zajmoprimcem u vezi sa bilo kojim promjenama navedenim u stavu(a)ako, po njenom mišljenju, to nije izvodljivo u datim okolnostima i, u svakom slučaju, neće biti obavezna da pristane na takve promjene; i
- (f) Banka neće biti odgovorna za bilo kakvu štetu, troškove ili gubitke koji proizlaze iz Događaja poremećaja ili zbog preduzimanja ili nepreduzimanja bilo kakve radnje u skladu s ovim članom ili u vezi s njim.5.4.

### **17.5 Primjena primljenih iznosa**

#### **17.5.A Općenito**

Iznosi primljeni od Zajmoprimca ispunjavaju njegove obaveze plaćanja samo ako su primljeni u skladu sa uslovima ovog Ugovora.

#### **17.5.B Djelomična plaćanja**

Ako Banka primi uplatu koja nije dovoljna za namirenje svih dospjelih iznosa koje Zajmoprimac treba platiti prema ovom Ugovoru, Banka će tu uplatu, redosljedom navedenim u nastavku, primijeniti na:

- (e) *proporcionalno* za svaku od neplaćenih naknada, troškova, odšteta i rashoda koji dospijevaju po ovom Ugovoru;
- (f) bilo koja dospjela, ali neplaćena obračunata kamata po ovom Ugovoru;
- (g) bilo koja dospjela, ali neplaćena glavnica po ovom Ugovoru; i
- (h) bilo koji drugi dospjeli, a neplaćeni iznos po ovom Ugovoru.

#### **17.5.C Raspodjela iznosa vezanih za tranše**

- (d) U slučaju:
  - (i) djelimična dobrovoljna prijevremena otplata Tranše koja podliježe otplati u nekoliko rata, Iznos prijevremene otplate primjenjivat će se proporcionalno na svaku neizmirenu ratu ili, na zahtjev Zajmoprimca, obrnutim redosljedom dospijeća; ili
  - (ii) djelimična obavezna prijevremena otplata Tranše koja podliježe otplati u nekoliko rata, Iznos prijevremene otplate će se primijeniti za smanjenje neizmirenih rata obrnutim redosljedom dospijeća.
- (e) Iznosi koje je Banka primila nakon zahtjeva iz člana10.1i primijenjeno na Tranšu, smanjit će preostale rate obrnutim redosljedom dospijeća. Banka može po vlastitom nahođenju koristiti primljene iznose između Tranši.

- (f) U slučaju prijema iznosa koji se ne mogu identifikovati kao primjenjivi na određenu Tranšu, a o kojima ne postoji dogovor između Banke i Zajmoprimca o njihovoj primjeni, Banka ih može primijeniti između Tranši po vlastitom nahođenju.

## **ARTICLE 18**

### **Obaveze i izjave zajmoprimca**

Poduhvati u ovom Article 6 ostaju na snazi od datuma ovog Ugovora sve dok je bilo koji iznos nepodmiren po ovom Ugovoru ili je Kredit na snazi.

#### **A. PROJEKTNE OBAVEZE**

##### **18.1 Korištenje kredita i dostupnost drugih sredstava**

Zajmoprimac će koristiti sve iznose koje je posudio prema ovom Ugovoru za izvršenje Projekta.

Zajmoprimac će osigurati da ima na raspolaganju ostala sredstva navedena u Preambuli.(b) i da se ta sredstva utroše, u potrebnoj mjeri, na finansiranje Projekta.

##### **18.2 Završetak projekta**

Zajmoprimac (uključujući djelovanje putem Promotera) će realizovati Projekat u skladu sa Tehničkim opisom koji se može povremeno mijenjati uz odobrenje Banke, i završiti ga do krajnjeg datuma navedenog u njemu.

##### **18.3 Povećani troškovi projekta**

Ako ukupni troškovi Projekta premaše procijenjeni iznos naveden u Preambuli(b), Zajmoprimac (uključujući i djelovanje putem Promotora) će pribaviti finansijska sredstva za finansiranje dodatnih troškova bez obraćanja Banci, kako bi se omogućilo da se Projekat završi u skladu s Tehničkim opisom. Planovi za finansiranje dodatnih troškova bit će dostavljeni Banci bez odlaganja.

##### **18.4 Postupak nabavke**

- (e) Zajmoprimac (uključujući i djelovanje putem Promotora) dužan je nabaviti opremu, osigurati usluge i naručiti radove za Projekt putem prihvatljivih postupaka nabavke koji su, na zadovoljstvo Banke, u skladu s njenom politikom opisanom u njenom Vodiču za nabavku;
- (f) Zajmoprimac (uključujući i djelovanje putem Promotora) dužan je održavati efikasan mehanizam za rješavanje pritužbi bilo koje strane koja je imala interes za dobijanje određenog ugovora i koja je u riziku od pretrpljavanja štete zbog navodnog kršenja važećih pravila o nabavkama, te će u tendersku dokumentaciju za sve ugovore za Projekat uključiti informacije o važećim postupcima preispitivanja za pravne lijekove;
- (g) Zajmoprimac (uključujući i djelovanje putem Promotora) dužan je odmah obavijestiti Banku o svim promjenama početnog plana nabavke za Projekt;
- (h) Zajmoprimac (uključujući i djelovanje putem Promotera) će se konsultovati sa Bankom prije sklapanja bilo kakvih bitnih izmjena ugovora koje finansira Banka u skladu sa ovim Ugovorom.

## 18.5 Nastavak projektnih poduhvata

Zajmoprimac (uključujući i djelovanje putem Promotora) dužan je:

- (h) **Održavanje** održavati, popravljati, remontovati i obnavljati svu imovinu koja čini dio Projekta, prema potrebi kako bi se održala u dobrom radnom stanju;
- (i) **Imovina projekta**: osim ako Banka nije dala prethodnu pismenu saglasnost, zadrži vlasništvo i posjed nad gotovo svim sredstvima koja čine Projekat ili, prema potrebi, zamijeni i obnovi takvu imovinu u održava Projekat u gotovo neprekidnom radu u skladu s njegovom prvobitnom svrhom; Banka može uskratiti svoju saglasnost samo ako bi predložena radnja ugrozila interese Banke kao zajmodavca Zajmoprimcu ili bi učinio Projekat nepodobnim za finansiranje od strane Banke prema njenom Statutu ili prema članu 309 Ugovora o funkcionisanju Evropske unije;
- (j) **Osiguranje**: osigurati sve radove i imovinu koja čini dio Projekta kod prvoklasnih osiguravajućih društava u skladu s najopsežnijom relevantnom industrijskom praksom;
- (k) **Prava i dozvole**: održavati na snazi sva prava korištenja i sva ovlaštenja potrebna za izvršenje i rad Projekta;
- (l) **Okoliš i društvo**:
  - (i) implementirati i upravljati Projektom u skladu sa ekološkim i društvenim standardima; i
  - (ii) pribaviti i održavati potrebna ekološka ili društvena odobrenja za projekat;
- (m) **Pravo EU**: izvršavati i upravljati Projektom u skladu sa relevantnim zakonima Crne Gore i relevantnim standardima prava EU, osim u slučaju bilo kakvog opšteg odstupanja od strane Evropske unije; i
- (n) **Plan održavanja i servisiranja medicinske opreme**: dostaviti Banci plan održavanja i servisiranja medicinske opreme, uključujući ugovorne aranžmane za redovno održavanje medicinske opreme, najkasnije 3 (tri) mjeseca nakon završetka nabavke takve medicinske opreme.

## 18.6 Projekt Jedinica za implementaciju

Zajmoprimac (uključujući djelovanje putem Promotera) će održavati u funkciji Jedinicu za implementaciju projekta i tim za nadzor radova sa opisom poslova, osobljem, resursima i tehničkom pomoći koji su zadovoljavajući za Banku.

### **B. OPŠTE OBAVEZE**

## 18.7 Poštivanje zakona

Zajmoprimac (uključujući djelovanje putem Promotora) dužan je u svakom pogledu poštovati sve zakone kojima podliježe on ili Projekt, ako bi nepoštivanje tih zakona značajno umanjilo sposobnost Zajmoprimca da ispuni svoje obaveze prema ovom Ugovoru.

## 18.8 Knjige i zapisi

Zajmoprimac (uključujući i djelovanje putem Promotora) dužan je:

- (d) osigurati da je vodio i da će nastaviti voditi uredne knjige i evidencije računa, u koje će se vršiti potpuni i tačni unosi svih finansijskih transakcija i imovine i poslovanja Zajmoprimca (uključujući i Promotora), uključujući rashode u vezi s Projektom, u skladu s općeprihvaćenim računovodstvenim načelima (GAAP) koji su na snazi u vremena na vrijeme;
- (e) čuvati evidenciju ugovora finansiranih sredstvima Zajma, uključujući kopiju samog ugovora i materijalne dokumente koji se odnose na nabavku, najmanje 6 (šest) godina od značajnog izvršenja ugovora; i

- (f) osigurati da se knjige i evidencije iz stavova (a) i (b) čuvaju najmanje do kasnijeg od sljedećih datuma: (i) datuma koji pada 6 (šest) godina nakon posljednje otplate Kredita prema ovom Ugovoru; i (ii) datuma kada je, ako je Banka obavijestila Zajmoprimca da je u toku u vezi s Ugovorom, završena svaka revizija, provjera, žalba, parnica ili pokretanje postupka ili istraga od strane Evropskog ureda za borbu protiv prevara (OLAF).

## 18.9 Integritet

### (d) Zabranjeno ponašanje:

- (iv) Zajmoprimac (uključujući i djelovanje putem Promotora) dužan jeneće se upuštati u (i neće ovlastiti bilo koju drugu Relevantnu osobu koja djeluje u njeno ime da se upušta u) bilo kakvo Zabranjeno ponašanje u vezi s Projektom, bilo kojim postupkom tendera za Projekt ili bilo kojom transakcijom predviđenom Ugovorom.
- (v) Zajmoprimac(uključujući djelovanje putem Promotora)obavezuje se da će preduzeti takve mjere koje Banka razumno zatraži kako bi istražila ili prekinula svaku navodnu ili sumnjivu pojavu bilo kakvog Zabranjenog ponašanja u vezi s Projektom.
- (vi) Zajmoprimac(uključujući djelovanje putem Promotora)obavezuje se da će osigurati da ugovori finansirani ovim Zajmom uključuju potrebne odredbe koje će omogućiti Zajmoprimcu da istraži ili prekine svaku navodnu ili sumnjivu pojavu bilo kakvog Zabranjenog ponašanja u vezi s Projektom.

### (e) Sankcije

Zajmoprimac (uključujući djelovanje putem Promotera) neće direktno ili indirektno:

- (iv) stupiti u poslovni odnos sa i/ili staviti na raspolaganje bilo koja sredstva i/ili ekonomske resurse, ili u korist, bilo koje Sankcionisane osobe u vezi sa Projektom,
- (v) koristiti sva ili dio sredstava Zajma ili posuđivati, doprinositi ili na drugi način stavljati na raspolaganje takva sredstva bilo kojoj osobi na bilo koji način koji bi rezultirao kršenjem bilo kakvih Sankcija od strane nje same i/ili Banke; ili
- (vi) finansirati cijelo ili dio bilo kojeg plaćanja po ovom Ugovoru iz prihoda ostvarenih aktivnostima ili poslovanjem sa Sankcionisanom osobom, osobom koja krši Sankcije ili na bilo koji način koji bi rezultirao kršenjem bilo kojih Sankcija od strane same osobe i/ili Banke.

Potvrđuje se i slaže se da su obaveze utvrđene u ovom članu6.9(b)traže se od strane Banke i daju joj se samo u mjeri u kojoj bi to bilo dozvoljeno u skladu s bilo kojim primjenjivim pravilom EU protiv bojkota, kao što je Uredba (EZ) 2271/96.

### (f) Relevantne osobe

Zajmoprimac(uključujući djelovanje putem Promotora)obavezuje se da će u razumnom roku preduzeti odgovarajuće mjere u odnosu na bilo koju Relevantnu osobu koja je predmet pravosnažne i neopozive sudske presude u vezi sa Zabranjenim ponašanjem počinjenim tokom obavljanja svojih profesionalnih dužnosti,kako bi se osiguralo da je takva Relevantna osoba isključena iz bilo koje aktivnosti u vezi sa Zajmom i Projektom.

## 18.10 Zaštita podataka

- (c) Prilikom otkrivanja informacija (osim pukih kontakt informacija koje se odnose na osoblje Zajmoprimca uključeno u upravljanje ovim Ugovorom („Kontakt podaci“))

Banci u vezi s ovim Ugovorom, Zajmoprimac će redigovati ili na drugi način izmijeniti te informacije (po potrebi) tako da ne sadrže nikakve informacije koje se odnose na identifikovane ili identifikabilne pojedince („Lični podaci“), osim kada ovaj Ugovor izričito zahtijeva, ili Banka izričito pismeno zatraži, otkrivanje takvih informacija u obliku Ličnih podataka.

- (d) Prije otkrivanja bilo kakvih ličnih podataka (osim kontaktnih podataka) Banci u vezi s ovim Ugovorom, Zajmoprimac je dužan osigurati da svaka osoba na koju se odnose takvi lični podaci:
  - (iii) je obaviješten o otkrivanju Banci (uključujući kategorije ličnih podataka koji će biti otkriveni); i
  - (iv) je obaviješten o informacijama sadržanim u (ili mu je dostavljen odgovarajući link do) izjavi o privatnosti Banke u vezi s njenim aktivnostima kreditiranja i investicija, kako je s vremena na vrijeme navedeno na <https://www.eib.org/en/privacy/lending> (ili na drugoj adresi koju Banka može s vremena na vrijeme pismeno obavijestiti Zajmoprimca).

### **18.11 Sukob interesa**

Zajmoprimac (uključujući i djelovanje putem Promotora) će osigurati da prije dodjele bilo kojeg ugovora finansiranog u okviru Projekta:

- (iii) Stvarni vlasnici uspješnog ponuđača (uključujući partnere u zajedničkom poduhvatu i podizvođače) koji su bliski saradnici ili članovi porodice bilo koje Relevantne osobe su identifikovani i odmah saopšteni Banci; i
- (iv) preduzimaju se adekvatne mjere za rješavanje svih potencijalnih sukoba interesa, kao što su finansijski, ekonomski ili drugi lični interesi između identifikovanog stvarnog/ih vlasnika/vlasnika i bilo koje Relevantne osobe.

### **18.12 Opšte izjave i garancije**

Zajmoprimac izjavljuje i garantuje Banci da:

- (p) ima ovlaštenje da potpiše, isporuči i izvrši svoje obaveze prema ovom Ugovoru i poduzete su sve potrebne korporativne, dioničarske i druge radnje kako bi se odobrilo potpisivanje, isporuka i izvršenje istog od strane njega;
- (q) ovaj Ugovor predstavlja njegove pravno važeće, obavezujuće i provedive obaveze;
- (r) izvršenje i isporuka, izvršavanje svojih obaveza prema i poštivanje odredbi ovog Ugovora ne krše i neće biti u suprotnosti ili sukobu sa:
  - (i) bilo koji primjenjivi zakon, statut, pravilo ili propis, ili bilo koja presuda, uredba ili dozvola kojoj podliježe; i
  - (ii) bilo koji sporazum ili drugi instrument koji ga obavezuje, a za koji se razumno može očekivati da će imati značajan negativan uticaj na njegovu sposobnost da ispuni svoje obaveze prema ovom Ugovoru;
- (s) nije bilo značajnih negativnih promjena od [\*] [februara] 2026. godine;
- (t) nije se dogodio nijedan događaj ili okolnost koja predstavlja Slučaj neizvršenja obaveza i koja se nastavlja neotklonjena ili bez odricanja od prava;
- (u) nije u toku niti je, po njegovom saznanju, pred bilo kojim sudom, arbitražnim tijelom ili agencijom u toku bilo kakav sudski spor, arbitraža, administrativni postupak ili istraga koji je rezultirao ili, ako se negativno utvrdi, razumno vjerovatno da će rezultirati Bitnom negativnom promjenom, niti protiv njega ili bilo koje od njegovih podružnica postoji bilo kakva neizvršena presuda ili odluka;

- (v) da je (uključujući djelovanje putem Promotora) pribavio sva potrebna ovlaštenja u vezi s ovim Ugovorom i kako bi zakonito ispunio svoje obaveze iz njega, a Projekt i sva takva ovlaštenja su u potpunosti na snazi i prihvatljivi kao dokaz;
- (w) Njegove obaveze plaćanja po ovom Ugovoru imaju najmanje jednak rang u pravu plaćanja sa svim ostalim sadašnjim i budućim neosiguranim i nepodređenim obavezama po bilo kojem od njegovih dužničkih instrumenata, osim obaveza koje zakon obavezno preferira, a koje se općenito primjenjuju na kompanije;
- (x) to je u skladu sa članom 6.5(e) i koliko je poznato i uvjereno (nakon što je provela dužnu i pažljivu istragu), protiv njega (uključujući i Promotora) nije pokrenut niti postoji prijetnja u vezi s ekološkim ili socijalnim zahtjevima;
- (y) u skladu je sa svim obavezama iz ovog Article 6;
- (z) koliko je poznato, nijedna sredstva koja je Zajmoprimac uložio u Projekt nisu nezakonitog porijekla, uključujući proizvode pranja novca ili povezana s finansiranjem terorizma;
- (aa) ni Zajmoprimac, niti bilo koja Relevantna osoba nije počinila (i) bilo kakvo Zabranjeno ponašanje u vezi s Projektom ili bilo kojom transakcijom predviđenom Ugovorom; ili (ii) bilo kakvu nezakonitu aktivnost povezanu s finansiranjem terorizma ili pranjem novca;
- (bb) Projekt (uključujući, bez ograničenja, pregovore, dodjelu i izvršenje ugovora koji se finansiraju ili će se finansirati Zajmom) nije uključivao niti je doveo do bilo kakvog Zabranjenog ponašanja;
- (cc) niko od Zajmoprimca i/ili bilo koje Relevantne osobe:
  - (i) je Sankcionisana osoba; ili
  - (ii) krši bilo koje Sankcije; i
- (dd) Izjava o časti od [•] 2026. je istinita u svakom pogledu.

Izjave i garancije navedene gore date su na dan ovog Ugovora i, sa izuzetkom izjave navedene u paragrafu(d)(o) gore navedeno, smatra se ponovljenim s obzirom na činjenice i okolnosti koje su tada postojale na dan svakog prihvatanja isplate, svakog datuma isplate i svakog datuma plaćanja.

## **ARTICLE 19**

### **Sigurnost**

#### **19.1 *Pari passur*angiranje**

Zajmoprimac će osigurati da njegove obaveze plaćanja po ovom Ugovoru imaju, i neće biti rangirane manje od pari passu u pravu plaćanja sa svim ostalim sadašnjim i budućim neosiguranim i nepodređenim obavezama po bilo kojem od njegovih instrumenata vanjskog duga.

Posebno, ako Banka podnese zahtjev prema članu 10.1 ili ako je došlo do slučaja neizvršenja ili potencijalnog slučaja neizvršenja obaveze po bilo kojem neosiguranom i nepodređenom instrumentu vanjskog duga Zajmoprimca ili bilo koje od njegovih agencija ili instrumenata i ako se on nastavlja, Zajmoprimac neće izvršiti (niti odobriti) bilo kakvo plaćanje u vezi s bilo kojim drugim takvim instrumentom vanjskog duga (bilo redovno planirano ili drugačije) bez istovremenog plaćanja ili izdvajanja na određeni račun za prijevremenu otplatu Banci na sljedeći datum plaćanja iznosa jednakog svim neizmirenim iznosima po ovom Ugovoru pomnoženim sa Stopom prijevremene otplate. U tu svrhu, svako plaćanje instrumenta vanjskog duga koje se vrši iz prihoda od izdavanja drugog instrumenta, na koji su se pretplatila u suštini ista lica koja imaju potraživanja po instrumentu vanjskog duga, neće se uzimati u obzir.

U ovom Ugovoru,

"Instrument vanjskog duga" označava (a) instrument, uključujući bilo koju potvrdu ili izvod s računa, koji dokazuje ili predstavlja obavezu otplate kredita, depozita, avansa ili

sličnog produženja kredita (uključujući, bez ograničenja, bilo kakvo produženje kredita po osnovu ugovora o refinanciranju ili reprogramiranju), (b) obavezu dokazanu obveznicom, zadužnicom ili sličnim pisanim dokazom o zaduženosti ili (c) garanciju koju je Zajmoprimac dao za obavezu treće strane; pod uslovom da je u svakom slučaju takva obaveza: (i) uređena pravnim sistemom koji nije zakon Zajmoprimca; ili (ii) plativa u valuti koja nije valuta zemlje Zajmoprimca; ili (iii) plativa licu koje je osnovano, ima prebivalište, boravište ili čije je sjedište ili glavno mjesto poslovanja izvan zemlje Zajmoprimca.

"Stopa prijevremene otplate" označava odnos (x) iznosa prijevremene otplate iz člana 7.1 gore navedenog u okviru relevantnog Instrumenta vanjskog duga na (y) ukupni nepodmireni dug u okviru tog Instrumenta vanjskog duga.

## **19.2 Klauzule po uključivanju**

Ako Zajmoprimac zaključi s bilo kojim drugim srednjoročnim ili dugoročnim finansijskim kreditorom ugovor o finansiranju koji uključuje klauzulu o gubitku rejtinga i/ili klauzulu o unakrsnom neizvršenju obaveza i/ili klauzulu pari passu koja je stroža od ekvivalentne odredbe/odredbi ovog Ugovora, Zajmoprimac će o tome obavijestiti Banku i, na zahtjev Banke, potpisati ugovor o izmjeni ovog Ugovora kako bi se obezbijedila ekvivalentna odredba u korist Banke.

## **19.3 Dodatna sigurnost**

Ukoliko Zajmoprimac odobri trećoj strani bilo kakvo obezbjeđenje za izvršenje bilo kojeg Instrumenta vanjskog duga ili bilo koju preferenciju ili prioritet u vezi s tim, Zajmoprimac će, ako to zahtijeva Banka, obezbijediti Banci ekvivalentno obezbjeđenje za izvršenje svojih obaveza prema ovom Ugovoru ili odobriti Banci ekvivalentnu preferenciju ili prioritet.

## **ARTICLE 20**

### **Informacije i posjete**

## **20.1 Informacije o projektu**

Zajmoprimac (koji djeluje, preko Promotera) će:

(e) dostaviti Banci:

- (i) informacije u sadržaju i formi, te u vrijeme navedeno u Prilogu A.2 ili na drugi način kako se Strane s vremena na vrijeme dogovore; i
- (ii) bilo koje takve informacije ili daljnji dokumenti koji se odnose na finansiranje, nabavku, implementaciju, rad i pitanja koja se odnose na okoliš ili društvena pitanja Projekta ili za Projekt, ili bilo koje informacije ili daljnji dokumenti koje Banka zahtijeva kako bi ispunila svoje obaveze prema Uredbi NDICI-GE ili Finansijskoj uredbi, koje Banka može razumno zahtijevati u razumnom roku,

pod uslovom da, ako takva informacija ili dokument nisu dostavljeni Banci na vrijeme, a Zajmoprimac ne ispravi propust u razumnom roku koji je Banka pismeno odredila, Banka može otkloniti nedostatak, u mjeri u kojoj je to izvodljivo, zapošljavanjem vlastitog osoblja ili konsultanta ili bilo koje druge treće strane, na trošak Zajmoprimca, a Zajmoprimac će takvim osobama pružiti svu potrebnu pomoć u tu svrhu;

- (f) bez odlaganja podnijeti Banci na odobrenje svaku materijalnu promjenu Projekta, uzimajući u obzir i informacije koje su Banci date u vezi s Projektom prije potpisivanja ovog Ugovora, u pogledu, između ostalog, cijene, dizajna, planova, vremenskog rasporeda ili programa rashoda ili plana finansiranja Projekta;
- (g) odmah obavijestite Banku o:
  - (i) bilo koja pokrenuta radnja ili prigovor ili bilo koji prigovor iznesen od strane bilo koje treće strane ili bilo koja stvarna žalba koju je Zajmoprimac primio ili bilo koji ekološki ili socijalni zahtjev koji je, prema njegovom saznanju, pokrenut, u toku ili prijati protiv njega;
  - (ii) bilo koja činjenica ili događaj poznat Zajmoprimcu (uključujući i Promotora), koji može značajno uticati na uslove izvršenja ili rada Projekta ili na njih uticati;
  - (iii) svako nepoštivanje bilo kojih ekoloških i socijalnih standarda od strane njega;
  - (iv) bilo kakvu suspenziju, opoziv ili bitnu izmjenu bilo kojeg ekološkog ili društvenog odobrenja,
  - (v) istinska tvrdnja ili žalba ili informacija u vezi sa bilo kojim Zabranjenim ponašanjem ili bilo koju Sankciju vezanu za Projekt;
  - (vi) ukoliko postane svjestan bilo koje činjenice ili informacije koja potvrđuje ili razumno sugerira da je (a) došlo do bilo kakvog Zabranjenog ponašanja ili bilo kakvog kršenja bilo koje Sankcije u vezi s Projektom, ili (b) da su bilo koja sredstva uložena u njegov temeljni kapital ili u Projekt izvedena iz nezakonitog porijekla; i navesti mjere koje treba poduzeti u vezi s takvim pitanjima;
  - (vii) bilo koji incident ili nesreća u vezi s Projektom koja ima ili će vjerovatno imati značajan negativan utjecaj na okoliš ili na društvena pitanja; i
- (h) dostaviti Banci, na zahtjev, vjerne kopije ugovora finansiranih sredstvima Zajma i dokaze o rashodima koji se odnose na isplate.

## 20.2 Informacije o Zajmoprimcu

Zajmoprimac (koji djeluje, preko Promotera) će:

- (c) dostaviti Banci:
  - (i) takve daljnje informacije, dokazi ili dokumenti koji se odnose na:
    - (3) njegovo opšte finansijsko stanje ili takve potvrde o usklađenosti sa obavezama Article 6i
    - (4) usklađenost sa zahtjevima dužne pažnje Banke za Zajmoprimca (uključujući i Promotera), uključujući, ali ne ograničavajući se na, "upoznaj svog klijenta" (KYC) ili slične postupke identifikacije i verifikacije,

kada se to zatraži i u razumnom roku; i

- (d) odmah obavijestite Banku o:
  - (i) bilo koja činjenica koja ga obavezuje da prijevremeno otplati bilo kakav finansijski dug ili bilo koje finansiranje Evropske unije;
  - (ii) bilo koji događaj ili odluka koja predstavlja ili može rezultirati Događajem prijevremene otplate;
  - (iii) bilo kakvu namjeru s njegove strane da odobri bilo kakvo osiguranje nad bilo kojom svojom imovinom u korist treće strane;
  - (iv) bilo kakvu namjeru s njegove strane da se odrekne vlasništva nad bilo kojom materijalnom komponentom Projekta;
  - (v) bilo koja činjenica ili događaj za koji je razumno vjerovatno da će spriječiti značajno ispunjenje bilo koje obaveze Zajmoprimca (uključujući Promotera) prema ovom Ugovoru ili Ugovoru o zajmu CEB-a ili bilo kojem Transakcijskom dokumentu;
  - (vi) bilo koja činjenica ili događaj za koji je razumno vjerovatno da će spriječiti značajno ispunjenje bilo koje obaveze Zajmoprimca prema ovom Ugovoru;

- (vii) bilo koji Događaj Neispunjenja obaveza koji se dogodio ili je prijećen ili se očekuje;
- (viii) bilo koja činjenica ili događaj koji rezultira time da je Zajmoprimac ili bilo koja Relevantna osoba u odnosu na Zajmoprimca Sankcionisana osoba;
- (ix) osim ako nije zakonom zabranjeno, bilo koji materijalni spor, arbitraža, administrativni postupak ili istraga koju provodi sud, uprava ili sličan javni organ, a koji je, prema njihovom najboljem saznanju i uvjerenju, tekući, neizbježan ili u toku protiv Zajmoprimca ili bilo kojih službenika ili osoba koje obavljaju javnu funkciju kod Zajmoprimca u vezi sa Zabranjenim ponašanjem u vezi sa Kreditom, Zajmom ili Projektom;
- (x) bilo koja mjera koju preduzme Zajmoprimac (djelujući, putem Promotora) u skladu s članom 6.9 ovog Ugovora;
- (xi) bilo koji spor, arbitraža ili administrativni postupak ili istraga koja je u toku, prijeti ili je u toku i koja bi, ako se negativno odluči, mogla rezultirati Bitnom negativnom promjenom;
- (xii) bilo koji zahtjev, tužba, postupak, formalno obavještenje ili istraga u vezi sa bilo kakvim Sankcijama koje se odnose na Zajmoprimca ili bilo koju Relevantnu osobu.

### 20.3 Posjete, pravo pristupa i istraga

- (b) Zajmoprimac će dozvoliti Banci, a kada to zahtijevaju relevantne obavezujuće odredbe prava EU ili u skladu s NDICI-GE Uredbom ili Finansijskom uredbom, kako je primjenjivo, Evropskom sudu revizora, Evropskoj komisiji, Evropskom uredbi za borbu protiv prevara i Evropskom javnom tužilaštvu, kao i osobama koje su prethodno odredili (svaka "Relevantna strana"), da:
  - (i) posjetiti lokacije, instalacije i radove koji čine Projekat;
  - (ii) intervjuisati predstavnike Zajmoprimca i ne ometati kontakte ni sa jednom drugom osobom koja je uključena u Projekt ili na koju Projekt utiče;
  - (iii) provoditi istrage, inspekcije, revizije na licu mjesta i provjere koje žele i pregledati knjige i evidenciju Zajmoprimca u vezi sa Zajmom, Ugovorom i izvršenjem Projekta, te biti u mogućnosti da uzimaju kopije povezanih dokumenata u mjeri u kojoj je to dozvoljeno zakonom; i
- (e) Zajmoprimac će Banci i bilo kojoj Relevantnoj strani omogućiti, ili osigurati da se Banci i Relevantnim stranama omogući pristup informacijama, objektima i dokumentaciji, kao i svu potrebnu pomoć, u svrhe opisane u ovom članu.
- (f) Pored toga, Zajmoprimac će omogućiti Evropskoj komisiji i Delegaciji EU u Crnoj Gori da učestvuju u svim misijama monitoringa koje organizuje Banka u vezi s ovim Ugovorom, Zajmom ili Projektom.
- (g) U slučaju opravdane tvrdnje, pritužbe ili informacije u vezi sa Zabranjenim ponašanjem u vezi sa Zajmom i/ili Projektom, Zajmoprimac će se u dobroj vjeri konsultovati sa Bankom u vezi sa odgovarajućim radnjama. Konkretno, ako se dokaže da je treća strana počinila Zabranjeno ponašanje u vezi sa Zajmom i/ili Projektom, što je rezultiralo zloupotrebom Zajma, Banka može, bez obzira na druge odredbe ovog Ugovora, obavijestiti Zajmoprimca ako, po njenom mišljenju, Zajmoprimac treba preduzeti odgovarajuće mjere naplate protiv takve treće strane. U svakom takvom slučaju, Zajmoprimac će u dobroj vjeri razmotriti stavove Banke i obavještavati Banku.

### 8.4. Objavlivanje i objavljivanje

- (c) Zajmoprimac potvrđuje i slaže se sa sljedećim:
  - (iii) Banka može biti obavezna da dostavi informacije i materijale koji se odnose na Zajmoprimca, Zajam, Ugovor i/ili Projekt bilo kojoj instituciji ili tijelu Evropske unije, uključujući Evropski revizorski sud, Evropsku komisiju, bilo koju

relevantnu delegaciju EU, Evropski ured za borbu protiv prevara i Evropsko javno tužilaštvo, kako to može biti potrebno za obavljanje njihovih zadataka u skladu sa pravom EU (uključujući Uredbu o NDICI i Finansijsku uredbu); i

- (iv) Banka može objavljivati na svojoj web stranici i/ili na društvenim mrežama, i/ili izdavati saopštenja za javnost, koja sadrže informacije vezane za finansiranje obezbijeđeno u skladu s ovim Ugovorom uz podršku EFSD+ DIW1 garancije, uključujući ime, adresu i zemlju osnivanja Zajmoprimca, svrhu finansiranja te vrstu i iznos finansijske podrške primljene u skladu s ovim Ugovorom.
- (d) Zajmoprimac:
- (iv) priznaje porijeklo finansijske podrške EU u okviru sporazuma o garanciji EFSD+ DIW1;
  - (v) osigurat će vidljivost finansijske podrške EU u okviru EFSD+, posebno prilikom promocije ili izvještavanja o Zajmoprimcu, ovom Ugovoru, Zajmu ili Projektu i njihovim rezultatima, na vidljiv način u komunikacijskom materijalu koji se odnosi na Zajmoprimca, ovaj Ugovor, Zajam ili Projekt, te pružanjem koherentnih, učinkovitih i proporcionalnih ciljanih informacija višestrukoj publici, uključujući medije i javnost, pod uvjetom da je sadržaj komunikacijskog materijala prethodno dogovoren s Bankom; i
  - (vi) konsultovat će se s Bankom, Komisijom i Delegacijom EU u Crnoj Gori o komunikaciji u vezi s potpisivanjem ovog Ugovora o finansiranju.

## **ARTICLE 21**

### **Troškovi i rashodi**

#### **21.1 Porezi, carine i naknade**

Zajmoprimac će platiti sve poreze, carine, naknade i druge troškove bilo koje prirode, uključujući taksu na promet nekretnina i troškove registracije, koji proizlaze iz potpisivanja ili implementacije ovog Ugovora ili bilo kojeg povezanog dokumenta i iz stvaranja, usavršavanja, registracije ili izvršenja bilo kojeg obezbjeđenja za Zajam u mjeri u kojoj je to primjenjivo.

Zajmoprimac će platiti svu glavnicu, kamatu, odštete i druge iznose koji dospijevaju po ovom Ugovoru bruto, bez ikakvog zadržavanja ili odbitka bilo kakvih nacionalnih ili lokalnih nameta koji su propisani zakonom ili sporazumom s vladinim organom ili na drugi način. Ako je Zajmoprimac obavezan izvršiti bilo kakvo takvo zadržavanje ili odbitak, Uplatu Banci uvećat će na bruto iznos tako da, nakon zadržavanja ili odbitka, neto iznos koji Banka primi bude jednak dospjelom iznosu.

#### **21.2 Ostali troškovi**

Zajmoprimac će snositi sve troškove i rashode, uključujući profesionalne, bankarske ili devizne troškove nastale u vezi s pripremom, potpisivanjem, implementacijom, sprovođenjem i raskidom ovog Ugovora ili bilo kojeg povezanog dokumenta, bilo kakvom izmjenom, dopunom ili odricanjem od ovog Ugovora ili bilo kojeg povezanog dokumenta, te u vezi s izmjenom, stvaranjem, upravljanjem, sprovođenjem i realizacijom bilo kakvog obezbjeđenja za Zajam.

### 21.3 Povećani troškovi, odšteta i kompenzacija

- (d) Zajmoprimac će Banci platiti sve troškove ili rashode koje je Banka imala ili pretrpjela kao posljedicu uvođenja ili bilo kakve promjene (ili u tumačenju, upravljanju ili primjeni) bilo kojeg zakona ili propisa ili usklađivanja s bilo kojim zakonom ili propisom koji nastane nakon datuma potpisivanja ovog Ugovora, u skladu s kojima ili kao rezultat kojih (i) je Banka obavezna snositi dodatne troškove kako bi finansirala ili izvršila svoje obaveze prema ovom Ugovoru, ili (ii) bilo koji iznos koji se duguje Banci prema ovom Ugovoru ili finansijski prihod koji proizlazi iz odobravanja Kredita ili Zajma od strane Banke Zajmoprimcu bude smanjen ili eliminisan.
- (e) Bez obzira na bilo koja druga prava Banke prema ovom Ugovoru ili prema bilo kojem važećem zakonu, Zajmoprimac će obešteti i zaštititi Banku od bilo kakvog gubitka nastalog kao rezultat bilo kakvog potpunog ili djelimičnog otplate koji se dogodi na način koji nije izričito naveden u ovom Ugovoru.
- (f) Banka može prebiti bilo koju dospjelu obavezu od Zajmoprimca po ovom Ugovoru (u mjeri u kojoj Banka ima pravo na nju) sa bilo kojom obavezom (bez obzira da li je dospjela ili ne) koju Banka duguje Zajmoprimcu, bez obzira na mjesto plaćanja, poslovnicu za knjiženje ili valutu bilo koje obaveze. Ako su obaveze u različitim valutama, Banka može konvertovati bilo koju obavezu po tržišnom kursu u svom uobičajenom poslovanju u svrhu prebijanja. Ako je bilo koja obaveza nelikvidirana ili neutvrđena, Banka može prebiti iznos u iznosu koji u dobroj vjeri procijeni kao iznos te obaveze.

## ARTICLE 22

### Događaji neizvršenja obaveza

#### 22.1 Pravo na zahtjev za povrat novca

Zajmoprimac će odmah otplatiti cijeli ili dio Neizmirenog iznosa Zajma (na zahtjev Banke), zajedno s obračunatom kamatom i svim ostalim obračunatim ili neizmirenim iznosima po ovom Ugovoru, na pisani zahtjev Banke u skladu sa sljedećim odredbama.

##### 22.1.A Neposredna potražnja

Banka može podnijeti takav zahtjev odmah bez prethodne najave (mise en demeure préalable) ili bilo kakve sudske ili vanske radnje:

- (j) ako Zajmoprimac ne plati na dan dospjeća bilo koji iznos koji se plaća prema ovom Ugovoru na mjestu i u valuti u kojoj je izraženo kao da se plaća, osim ako:
  - (i) njegovo neplaćanje je uzrokovano administrativnom ili tehničkom greškom ili događajem prekida; i
  - (ii) plaćanje se izvrši u roku od 3 (tri) radna dana od datuma dospjeća;
- (k) ako bilo koja informacija ili dokument dat Banci od strane ili u ime Zajmoprimca ili bilo koja izjava, garancija ili izjava koju je Zajmoprimac dao ili smatra da je dao u, u skladu sa ili u svrhu sklapanja ovog Ugovora ili u vezi sa pregovorima ili izvršenjem ovog Ugovora, bude ili se pokaže netačnom, nepotpunom ili obmanjujućom u bilo kojem materijalnom pogledu;
- (l) ako, nakon bilo kakvog neizvršenja obaveza od strane Zajmoprimca u vezi sa bilo kojim zajmom ili bilo kojom obavezom koja proizlazi iz bilo koje finansijske transakcije, osim Zajma:
  - (i) Zajmoprimac je obavezan ili se od njega može zahtijevati ili će, nakon isteka bilo kojeg primjenjivog ugovornog grejs perioda, biti obavezan ili se od njega može zahtijevati da prijevremeno otplati, otplati, zatvori ili raskine prije dospjeća takav drugi zajam ili obavezu; ili
  - (ii) bilo koja finansijska obaveza za takav drugi zajam ili obavezu je otkazana ili obustavljena;
- (m) ako Zajmoprimac nije u mogućnosti da plati svoje dugove o dospjeću, ili obustavi svoje dugove, ili sklopi ili pokuša sklopiti nagodbu sa svojim povjericima;

- (n) ako teretnik preuzme posjed, ili ako je imenovan stečajni upravnik, likvidator, administrator, administrativni stečajni upravnik ili sličan službenik, bilo od strane nadležnog suda ili bilo kojeg nadležnog administrativnog organa ili iznad, bilo kojeg dijela poslovanja ili imovine Zajmoprimca ili bilo koje imovine koja čini dio Projekta;
- (o) ako Zajmoprimac ne izvrši bilo koju obavezu u vezi s bilo kojim drugim kreditom koji je odobrila Banka ili finansijskim instrumentom sklopljenim s Bankom, ili bilo kojim drugim kreditom ili finansijskim instrumentom koji mu je dat iz sredstava Banke ili Evropske unije;
- (p) ako se na imovinu Zajmoprimca ili bilo koju imovinu koja čini dio Projekta izvrši ili izvrši eksproprijacija, zapljena, hapšenje, ovrha, izvršenje, sekvestracija ili drugi postupak, a ne izvrši se ili se ne obustavi u roku od 14 (četrnaest) dana;
- (q) ako dođe do Bitne Nepovoljne Promjene, u poređenju sa stanjem Zajmoprimca na dan ovog Ugovora; ili
- (r) ako je ili postane nezakonito za Zajmoprimca da izvršava bilo koju od svojih obaveza prema ovom Ugovoru ili ako ovaj Ugovor nije na snazi u skladu sa svojim uslovima ili ako Zajmoprimac tvrdi da je nevažeći u skladu sa svojim uslovima.

### **22.1.B** Zahtjev za ispravku nakon obavještenja

Banka može podnijeti takav zahtjev i bez prethodne najave (mise en demeure préalable) ili bilo kojeg sudskog ili vansudskog koraka (bez obzira na bilo koju dolje navedenu najavu):

- (c) ako Zajmoprimac ne postupi u skladu s bilo kojom odredbom ovog Ugovora (osim onih navedenih u članu 10.1. A ili
- (d) ako se bilo koja činjenica vezana za Zajmoprimca ili Projekt navedena u Preambulama materijalno promijeni i nije materijalno obnovljena, i ako izmjena ili šteti interesima Banke kao zajmodavca Zajmoprimcu ili negativno utiče na implementaciju ili rad Projekta,

osim ako se neispunjavanje obaveza ili okolnost koja je dovela do neispunjavanja obaveza može otkloniti i otkloni se u razumnom roku navedenom u obavještenju koje je Banka dostavila Zajmoprimcu.

### **22.2** Druga zakonska prava

Članak 10.1 neće ograničavati bilo koje drugo zakonsko pravo Banke da zahtijeva prijevremenu otplatu Neizmirenog kredita.

### **22.3** Odšteta

#### **22.3.A** Tranše s fiksnom kamatnom stopom

U slučaju zahtjeva prema članu 10.1.U pogledu bilo koje Tranše s fiksnom kamatnom stopom, Zajmoprimac će platiti Banci traženi iznos zajedno s obeštećenjem na bilo koji iznos glavnice koji dospijeva prijevremeno. Takvo obeštećenje će (i) teći od datuma dospijeća plaćanja navedenog u obavještenju Banke o zahtjevu i biti će izračunato na osnovu toga da se prijevremena otplata vrši na tako određeni datum, i (ii) biti u iznosu koji je Banka saopštila Zajmoprimcu kao sadašnju vrijednost (izračunatu na datum prijevremene otplate) viška, ako postoji, od:

- (c) kamata koja bi se nakon toga obračunala na iznos unaprijed plaćeni tokom perioda od datuma prijevremene uplate do datuma revizije/konverzije kamate, ako postoji, ili datuma dospijeća, ako nije bila unaprijed plaćena;
- (d) kamata koja bi se tako obračunala tokom tog perioda, ako bi se obračunala po stopi preraspodjele, umanjena za 0,19% (devetnaest baznih poena).

Navedena sadašnja vrijednost će se izračunati po diskontnoj stopi jednakoj Stopi preraspodjele, koja se primjenjuje na svaki relevantni Datum plaćanja odgovarajuće Tranše.

### **22.3.B Općenito**

Iznosi koje Zajmoprimac duguje u skladu s ovim članom 10.3 dospijeva na dan naveden u zahtjevu Banke.

### **22.4 Neodricanje**

Nijedno neizvršavanje, kašnjenje ili pojedinačno ili djelimično korištenje bilo kojeg prava ili pravnog lijeka od strane Banke prema ovom Ugovoru neće se tumačiti kao odricanje od takvog prava ili pravnog lijeka. Prava i pravna sredstva predviđena ovim Ugovorom su kumulativna i ne isključuju bilo koja prava ili pravna sredstva predviđena zakonom.

## **ARTICLE 23**

### **Pravo i nadležnost, razno.**

#### **23.1 Mjerodavno pravo**

Ovaj Ugovor i sve vanugovorne obaveze koje proizlaze iz njega ili su s njim povezane podliježu zakonima Luksemburga.

#### **23.2 Nadležnost**

- (d) Sud pravde Evropske unije ima isključivu nadležnost za rješavanje bilo kojeg spora koji proizilazi iz ovog Ugovora ili je u vezi s njim (uključujući spor u vezi s postojanjem, važenjem ili prestankom ovog Ugovora ili posljedicama njegove ništavosti) ili bilo koje vanugovorne obaveze koja proizilazi iz ovog Ugovora ili je u vezi s njim.
- (e) Stranke se slažu da je Sud pravde Evropske unije najprikladniji i najpogodniji sud za rješavanje bilo kakvih sporova između njih i, shodno tome, da neće tvrditi suprotno.
- (f) Stranke ovog Ugovora se ovim odriču bilo kakvog imuniteta od ili prava na prigovor na nadležnost Suda pravde Evropske unije. Odluka sudova donesena u skladu s ovim članom bit će konačna i obavezujuća za svaku stranku bez ograničenja ili rezervi.

#### **23.3 Mjesto izvođenja**

Osim ako se Banka pismeno izričito drugačije ne dogovori, mjesto izvršenja ovog Ugovora bit će sjedište Banke.

#### **23.4 Dokaz o dospjelim iznosima**

U bilo kojem pravnom postupku koji proizilazi iz ovog Ugovora, potvrda Banke o bilo kojem iznosu ili stopi koja se duguje Banci prema ovom Ugovoru, u odsustvu očigledne greške, predstavljat će prima facie dokaz o takvom iznosu ili stopi.

#### **23.5 Cijeli ugovor**

Ovaj Ugovor predstavlja cjelokupni sporazum između Banke i Zajmoprimca u vezi s davanjem Kredita u skladu s ovim Ugovorom i zamjenjuje svaki prethodni sporazum, izričit ili implicitan, o istom pitanju.

#### **23.6 Nevažećost**

Ako u bilo kojem trenutku bilo koja odredba ovog Ugovora postane nezakonita, nevažeća ili neprovediva u bilo kojem pogledu, ili ako ovaj Ugovor bude nevažeći u bilo kojem

pogledu, prema zakonima bilo koje jurisdikcije, takva nezakonitost, nevažećost, neprovedivost ili neučinkovitost neće utjecati na:

- (c) zakonitost, valjanost ili izvršivost u toj jurisdikciji bilo koje druge odredbe ovog Ugovora ili efektivnost u bilo kojem drugom pogledu ovog Ugovora u toj jurisdikciji; ili
- (d) zakonitost, valjanost ili izvršivost tog ili bilo kojeg drugog uslova ovog Ugovora u drugim jurisdikcijama ili efektivnost ovog Ugovora prema zakonima takvih drugih jurisdikcija.

### **23.7 Amandmani**

Svaka izmjena ovog Ugovora mora biti izvršena u pisanoj formi i potpisana od strane Strana.

### **23.8 Parnjaci**

Ovaj Ugovor može biti sačinjen u neograničenom broju primjeraka, koji svi zajedno čine jedan te isti instrument. Svaki primjerak je original, ali svi primjerci zajedno čine jedan te isti instrument.

## **ARTICLE 24**

### **Završne odredbe**

### **24.1 Obavještenja**

#### **24.1.A** Obrazac obavještenja

- (g) Svaka obavijest ili druga komunikacija data u skladu s ovim Ugovorom (osim poziva za određivanje cijene u stvarnom vremenu u vezi s Tranšom cijene u stvarnom vremenu) mora biti u pisanoj obliku i, osim ako nije drugačije navedeno, može se izvršiti pismom ili elektroničkom poštom.
- (h) Obavještenja i druga komunikacija za koju su ovim Ugovorom utvrđeni fiksni rokovi ili koja sama utvrđuju rokove obavezujuće za primaoca, mogu se izvršiti lično, preporučenim pismom ili elektronskom poštom. Smatrat će se da je druga Strana primila takve obavijesti i komunikacije:
  - (i) na dan dostave u vezi s lično dostavljenim ili preporučenim pismom;
  - (ii) u slučaju bilo koje elektronske pošte samo kada je takva elektronska pošta stvarno primljena u čitljivom obliku i samo ako je adresirana na način koji druga Strana odredi u tu svrhu.
- (i) Svaka obavijest koju Zajmoprimac dostavi Banci putem elektronske pošte mora:
  - (i) navedite broj ugovora u naslovu poruke; i
  - (ii) biti u obliku elektroničke slike (pdf, tif ili drugi uobičajeni format datoteke koji se ne može uređivati, a dogovoren je između Strana) obavještenja potpisanog od strane ovlaštenog potpisnika s pravom individualnog zastupanja ili od strane dva ili više ovlaštenih potpisnika s pravom zajedničkog zastupanja Zajmoprimca, prema potrebi, priložene uz elektroničku poštu.
- (j) Obavještenja koja Zajmoprimac izda u skladu s bilo kojom odredbom ovog Ugovora, kada to zahtijeva Banka, dostavljaju se Banci zajedno sa zadovoljavajućim dokazom o ovlaštenju osobe ili osoba ovlaštenih za potpisivanje takvih obavještenja u ime Zajmoprimca i ovjerenim uzorkom potpisa te osobe ili osoba.
- (k) Bez utjecaja na valjanost obavještenja putem elektronske pošte ili komunikacije izvršene u skladu s ovim članom 12.1, sljedeća obavještenja, komunikacije i dokumenti također će biti poslani preporučenim pismom relevantnoj Strani najkasnije narednog Radnog dana:
  - (i) Prihvatanje isplate;

- (ii) bilo koja obavještenja i komunikacija u vezi s odgađanjem, otkazivanjem i obustavom isplate bilo koje Tranše, revizijom kamate ili konverzijom bilo koje Tranše, događajem poremećaja na tržištu, zahtjevom za prijevremenu otplatu, obavještenjem o prijevremenoj otplati, slučajem neizvršenja obaveza, bilo kojim zahtjevom za prijevremenu otplatu; i
  - (iii) bilo koje drugo obavještenje, komunikacija ili dokument koji zahtijeva Banka.
- (l) Stranke se slažu da je svaka gore navedena komunikacija (uključujući i putem elektronske pošte) prihvaćen oblik komunikacije, da predstavlja prihvatljiv dokaz na sudu i da ima istu dokaznu vrijednost kao i postojeći sporazum (sous seing privé).

#### **24.1.B Adrese**

Adresa i adresa elektronske pošte (i odjeljenje za čiju pažnju treba uputiti komunikaciju) svake Strane za bilo kakvu komunikaciju koja se treba uputiti ili dokument koji se treba dostaviti u skladu s ovim Ugovorom ili u vezi s njim je:

Za Banku	Pažnja: GLO/ENL Bulevar Konrada Adenauera 100 L-2950 Luksemburg E-mail adresa: <a href="mailto:kontaktna.linija-99336@eib.org">kontaktna linija-99336@eib.org</a>
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Za Zajmoprimca	Pažnja: [Ministarstvo finansija Crne Gore] [Stanka Dargojevića br. 2,] [Podgorica, Crna Gora] E-mail adresa: [ mf@mif.gov.me ]
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#### **24.1.C Obavještenje o detaljima komunikacije**

Banka i Zajmoprimac će bez odlaganja pismeno obavijestiti drugu Stranu o svakoj promjeni svojih podataka za komunikaciju.

#### **24.2 Engleski jezik**

- (c) Svako obavještenje ili komunikacija data u skladu s ovim Ugovorom ili u vezi s njim mora biti na engleskom jeziku.
- (d) Svi ostali dokumenti dostavljeni u skladu s ovim Ugovorom ili u vezi s njim moraju biti:
  - (iii) na engleskom jeziku; ili
  - (iv) ako nije na engleskom jeziku, i ako to zahtijeva Banka, uz ovjereni prijevod na engleski jezik, a u tom slučaju, mjerodavan će biti prijevod na engleski jezik.

#### **24.3 Recitali i rasporedi**

Uvodne odredbe i sljedeći Prilozi čine dio ovog Ugovora:

Schedule A	Project Specification and Reporting
Raspored B	Definicije EURIBOR-a
Raspored C	Obrazac ponude/prihvatanja isplate
Raspored D	Revizija i konverzija kamatnih stopa
Raspored E	Potvrde koje treba da dostavi Zajmoprimac

TStranke su sačinile ovaj Ugovor u 4 (četiri) originalna primjerka na engleskom jeziku.

U [•], ovog \_\_\_\_\_ 2026.

Potpisano za i u ime  
**CRNA GORA**

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U [•], ovog \_\_\_\_\_ 2026.

Potpisano za i u ime  
**EVROPSKA INVESTICIONA BANKA**

\_\_\_\_\_

**Specifikacija projekta i izvještavanje****A.1.1 TEHNIČKI OPIS****Namjena, lokacija**

Cilj projekta je unapređenje zdravstvenog sistema Crne Gore kroz ciljana ulaganja u modernu medicinsku opremu i obnovu zdravstvene infrastrukture širom zemlje.

Ključne intervencije obuhvataju izgradnju zdravstvenih objekata u Pljevljima i Podgorici, kao i modernizaciju Kliničkog centra Crne Gore. Pored toga, više od dvadeset javnih zdravstvenih ustanova širom zemlje biće opremljeno naprednom medicinskom tehnologijom, čime će se osigurati poboljšana i pravedna zdravstvena zaštita širom Crne Gore.

Projekat se finansira kombinacijom kreditnih linija koje obezbjeđuju Evropska investiciona banka (EIB) i Razvojna banka Savjeta Evrope (CEB), uz paralelno sufinansiranje, uz nacionalne doprinose Vlade Crne Gore. Kredit EIB-a će finansirati nabavku medicinske opreme, dok će kredit CEB-a pokriti razvoj zdravstvene infrastrukture. Nacionalna budžetska sredstva će pokriti sve preostale investicione potrebe, uključujući manje adaptacijske radove i troškove upravljanja projektom koji ne ispunjavaju uslove za finansiranje kreditom.

**Opis**

Projekat podržava izgradnju nove Opšte bolnice u Pljevljima, kojom će se zamijeniti zastarjeli objekti radi poboljšanja dostupnosti usluga na sjeveru Crne Gore; izgradnju novog zdravstvenog centra City Kvart u Podgorici, koji će se pozabaviti preopterećenim uslugama primarne zdravstvene zaštite zbog brzog širenja urbanih područja; i izgradnju nove hematološke klinike u okviru Kliničkog centra Crne Gore, koja će unaprijediti dijagnostiku i liječenje raka. Pored toga, preko 30 javnih zdravstvenih ustanova će imati koristi od ulaganja u modernu medicinsku opremu, kao što su magnetna rezonanca, kompjuterizovana tomografija i rendgen aparati, između ostalog, smanjujući vrijeme čekanja na dijagnostiku i poboljšavajući pružanje usluga. Projekat je dio šireg programa modernizacije zdravstvenog sektora Crne Gore, koji uključuje i projekat za snimanje raka dojke koji vodi Međunarodna agencija za atomsku energiju, a podržava ga katalitička uloga Banke u omogućavanju ove saradnje.

Projekat se sastoji od tri glavne komponente: obezbjeđivanja napredne medicinske opreme za preko 30 javnih zdravstvenih ustanova širom Crne Gore; izgradnja novih zdravstvenih objekata i renoviranje postojećih na ključnim lokacijama; i komponenta upravljanja projektima za podršku implementaciji.

Komponenta medicinske opreme donosi značajno unapređenje pružanja zdravstvene zaštite širom zemlje. Bolnice, zdravstveni centri i nacionalni instituti dobit će najsavremeniju dijagnostičku i terapijsku tehnologiju. To uključuje sisteme za snimanje kao što su MRI, CT i CT skeneri, napredne laboratorijske analizatore, moderne hirurške i anesteziološke uređaje, opremu za intenzivnu njegu i sisteme koji podržavaju digitalno upravljanje informacijama o pacijentima i bolničkim operacijama.

Komponenta izgradnje i renoviranja uključuje razvoj nove Opšte bolnice u Pljevljima, zamjenu zastarjelih objekata i povećanje kapaciteta i obima usluga kako bi se odgovorilo na potrebe zajednice. U Podgorici će biti osnovan novi zdravstveni centar u City Kvartu, čime će se proširiti pristup primarnoj zdravstvenoj zaštiti za brzorastuće područje. U Kliničkom centru Crne Gore, projekat podržava stvaranje nove hematološke klinike opremljene PET-CT tehnologijom, čime će se značajno ojačati dijagnostički i terapijski kapaciteti zemlje za složene bolesti.

**Kalendar**

Od 01.05.2024. do 31.12.2028.

Početak projekta planiran je za januar 2026. godine, nakon osnivanja Jedinice za implementaciju projekta. Nabavka i instalacija medicinske opreme početak će odmah nakon toga i očekuje se da će