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|  | Contract Number (FI N°) 95.884  Operation Number (Serapis N°) 2022-0716 |
|  |  |

EPS GREEN FINANCING A

EFSD+ Dedicated Investment Window 1

Finance Contract

between the Republic of Serbia

and the

European Investment Bank

Belgrade, 27.12.2024

Luxembourg, 27/12/2024

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THIS CONTRACT IS MADE BETWEEN:

|  |  |
| --- | --- |
| Republic of Serbia, represented by Mr. Siniša Mali, First Deputy Prime Minister and Minister of Finance, on behalf of the Government as representative of the Republic of Serbia, | (the "**Borrower**") |
| of the first part, and |  |
| European Investment Bank having its seat at 100 Blvd. Konrad Adenauer, Luxembourg, L-2950 Luxembourg, represented by Matteo Rivellini, Head of Division and Hazal Hatunoglu, Legal Counsel, | (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:

1. The Borrower, represented by the Ministry of Finance of the Republic of Serbia (MoF), has stated that it, acting in cooperation with the Ministry of Mining and Energy of the Republic of Serbia (MoME), and JSC Elektroprivreda Srbije Belgrade (the “**Promoter**”, as further defined below), is undertaking a project of modernising existing hydro power plants and commissioning new renewable energy generation plants with associated consultancy services (each operation a “**Scheme**” or a "**Sub-Project**" and collectively the "**Project**"), as more particularly described in the technical description set out in Schedule A to this Contract (the "Technical Description"). The Project Implementation Unit (the “**PIU”**) will be created at the level of the Promoter to help to manage the Project.
2. The total cost of the Project, as estimated by the Bank, is EUR 407,500,000.00 (four hundred seven million five hundred thousand euros) and the Borrower has stated that it intends to finance the Project as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Source | Amount (EUR m) |  | |  |
|  |  | |
| Credit from the Bank under this Contract (Tranche A 100m) | 100.00 |  | |  |
| Loan from EBRD | 67.00 |  | |  |
| Grant from WBIF | 39.09 |  | |  |
| Other sources | 201.41 |  | |  |
| **TOTAL** | **407.50** |  | |  |

1. 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 of the NDICI-GE Regulation ("**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 Ill Regulation (the "**EFSD+ DIW1' Guarantee**"). The Republic of Serbia is an eligible country pursuant to the NDICI-GE Regulation and the IPA III Regulation.
2. The Republic of Serbia and the Bank concluded on 11 May 2009 a framework agreement governing the Bank's activities in the territory of the Republic of Serbia (the "**Framework Agreement**"). By signing this Contract, the Borrower gives its formal consent in accordance with Article 2 of the Framework Agreement to the loan financing to be provided hereunder falling within the scope of the Framework Agreement.
3. In order to fulfil the financing plan set out in Recital (b), the Borrower has requested from the Bank a credit in total amount of EUR 100,000,000.00 (one hundred million euros).
4. 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 first portion of the credit in an amount of EUR 100,000,000.00 (one hundred million euros) under this finance contract (the "**Contract**"); provided that the amount of the Bank loan, when aggregated with the amount of any other loan which may be extended by the Bank for the purposes of the Project, shall not, in any case, exceed 50% (fifty per cent) of the total cost of the Project set out in Recital (b).
5. The Borrower has authorised the borrowing of the sum of EUR 100,000,000.00 (one hundred million euros) represented by this credit on the terms and conditions set out in this Contract.
6. The Borrower shall make the funds of the Credit available to the Promoter pursuant to a loan fund transfer agreement among the MoF, the MoME and the Promoter (the "**Loan Fund Transfer Agreement**") reflecting requirements under this Contract.
7. 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.
8. 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.
9. 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.[[1]](#footnote-2)
10. 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.

NOW THEREFORE it is hereby agreed as follows:

INTERPRETATION AND DEFINITIONS

Interpretation

In this Contract:

1. references to “Articles”, “Recitals”, “Schedules” and “Annexes” are, save if explicitly stipulated otherwise, references respectively to articles of, and recitals, schedules and annexes to this Contract;
2. references to "law" or "laws" mean:
   1. 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
   2. EU Law;
3. references to "applicable law", "applicable laws" or "applicable jurisdiction" mean:
   1. 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
   2. a law or jurisdiction (including in each case the Bank’s Statute) applicable to the Bank, its rights, obligations, capacity and/or assets;
4. references to a provision of law or a treaty are references to that provision as amended or re-enacted;
5. references to any other agreement or instrument are references to that other agreement or instrument as amended, novated, supplemented, extended or restated;
6. words and expressions in plural shall include singular and vice versa; and
7. 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:
   1. 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
   2. 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
8. a reference in this Contract to a page or screen of an information service displaying a rate shall include:
   1. any replacement page of that information service which displays that rate; and
   2. 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:

"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).

“**Allocation Procedure**” has the meaning given to it in Article 1.9.

“**Allocation Letter**” has the meaning given to it in Article 1.9.

“**Allocation Request**” has the meaning given to it in Article 1.9.A.

“**AML Directives**" means (i) Directive (EU) lo. 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 amending Regulation (EU) lo 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC, as amended, supplemented and replaced from time to time and (ii) 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 from time to time.

"Authorisation(s)" 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.

"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 and in Belgrade.

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

"**Change in the Beneficial Ownership**" means a change in the ultimate ownership or control of an entity according to the definition of "beneficial owner" set out in article 3(6) of 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 modified and /or supplemented from time to time.

"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.

**“Commercial Operation** **Date”** means the date when the last commissioning tests have been passed for the whole facility and facility starts to generate power to earn revenue with full capacity.

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

"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.

“**Date of Effectiveness**” has the meaning given to it in Article 12.3.

"**Declaration on Honour**" means the "Declaration on Honour" under EFSD+ signed by the Borrower on 20 December 2024.

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

1. 0.125% (12.5 basis points), per annum; and
2. the percentage rate by which:
   1. the interest rate that would have been applicable to such Tranche had it been disbursed to the Borrower on the Scheduled Disbursement Date, exceeds
   2. 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 signed 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:

1. 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
2. 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:
   1. performing its payment obligations under this Contract; or
   2. 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).

**“Eligible Expenditure”** means expenditure (including costs of design and supervision, if relevant, and net of taxes and duties payable by the Borrower and/or the Promoter) incurred by the Borrower or the Promoter for the Project, in respect of works, goods and services relating to items 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.

“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 and the Promoter.

"Environment" means the following:

1. fauna and flora, living organisms including the ecological systems;
2. land, soil, water (including marine and coastal waters), air, climate and the landscape (natural or man-made structures, whether above or below ground);
3. cultural heritage (natural, tangible and intangible);
4. the built environment; and
5. human health and wellbeing.

"**Environmental and Social Impact Assessment Study**" means the environmental and social impact assessment.

"**Environmental and Social Documents**" means the Environmental and Social Impact Assessment Study and environmental permits or screen-out decision from the competent Serbian authority.

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

(a) Environmental Laws and Social Laws applicable to the Project or the Borrower;

(b) the EIB Environmental and Social Standards; and

(c) the Environmental and Social Documents.

“**Environmental or Social Approval**” means any Authorisation required by an Environmental Law or a Social Law in connection with the construction or operation of the Project.

“**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:

1. 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 Republic of Serbia and the EU;
2. Serbian laws and regulations; and
3. international treaties and conventions signed and ratified by or otherwise applicable and binding on, the Republic of Serbia,

in each case 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 84 (eighty four) months after the Date of Effectiveness and if such day is not a Relevant Business Day, then the preceding Relevant Business Day.

"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).

“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).

"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 date of disbursement of the Tranche.

"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 the Republic of Serbia, including IFRS.

"**Guide to Procurement**" means the Guide to Procurement published on EIB’s website[[2]](#footnote-3) 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 the Republic of Serbia, 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 or Illegality 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, in respect of any Tranche denominated in EUR.

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

1. the Payment Dates chosen in accordance with the provisions of Article 3.1;
2. the amount of the Tranche for which the Interest Revision/Conversion shall apply; and
3. 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:

1. 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;
2. the specimen signatures of such persons;
3. 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
4. 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.

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

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

"**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:

1. there are, in the reasonable opinion of the Bank, events or circumstances adversely affecting the Bank’s access to its sources of funding;
2. 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
3. in relation to a Floating Rate Tranche:
   1. 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
   2. 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:

1. the ability of the Borrower to perform its obligations under this Contract; or
2. the financial condition or prospects of the Borrower.

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

“**MoME**” means the Ministry of Mining and Energy of the Republic of Serbia or its legal successor.

“**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:

1. for a Fixed Rate Tranche either:
   1. the following Relevant Business Day, without adjustment to the interest due under Article 3.1; or
   2. 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 or Article 4.1.B; and
2. 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.

“**PIU**” has the meaning given to it in Recital (a).

"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:

1. 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
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.

"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 the Republic of Serbia, which are punishable by deprivation of liberty or a detention order for a maximum of more than one year; or

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

"**Promoter**" means JSC ELEKTROPRIVREDA SRBIJE BELGRADE (registration number 07020171), a company fully owned by the Republic of Serbia, as a founder and sole shareholder, where the rights of the founder are exercised by the Government of the Republic of Serbia.

"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 settlement of payments in EUR.

"Relevant Interbank Rate" means EURIBOR for a Tranche denominated in EUR.

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

“**Relevant Person**” means:

1. with respect to the Borrower, 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, the Project; and
2. with respect to the Promoter, any member of its management bodies, or any person acting for it, on its behalf, or under its control, having the power to give material directions and/or exercise control with respect to 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:

1. the United Nations including, *inter alia*, the United Nations Security Council;
2. 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;
3. 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
4. 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.B, which shall be a Relevant Business Day falling at least 10 (ten) days after the date of the Disbursement Offer and on or before the Final Availability Date.

“**Social Law**” means:

1. 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 Republic of Serbia and the EU;
2. laws and regulations of Republic of Serbia;
3. international treaties and conventions signed and ratified by or otherwise applicable and binding on Republic of Serbia;
4. any ILO Standards;

in each case of which a principal objective is the protection or improvement of Social Matters; and

1. any United Nations treaty, convention or covenant on human rights signed and ratified by or otherwise applicable and binding on the Republic of Serbia.

“**Social Matters**” means all, or any of, the following:

1. labour and working conditions;
2. occupational health and safety;
3. rights and interests of vulnerable groups;
4. rights and interests of indigenous peoples;
5. gender equality;
6. public health, safety and security;
7. avoidance of forced evictions and alleviation of hardship arising from involuntary resettlement; and
8. 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.

**“Sub-Project”** hasmeaning given to it in Recital A.

"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 Tranche as offered under Article 1.2.B.

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Credit and Disbursements

## 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 100,000,000.00 (one hundred million euros) for the financing of the Project (the "Credit").

## Disbursement procedure

### Tranches

The Bank shall disburse the Credit in up to 10 Tranches. The amount of each Tranche shall be in a minimum amount of EUR 10,000,000.00 (ten million euros) or (if less) the entire undrawn balance of the Credit.

### 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 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 latest time for receipt by the Bank of such Borrower’s request is 15 (fifteen) Business Days before the Final Availability Date. The Disbursement Offer shall include information as set out in Schedule C.

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 to the e-mail address of the Borrower indicated in Article12.1.B. The above email will include (in copy) relevant Bank’s officers for the Borrower’s information.

### Disbursement Acceptance

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.

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.

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.

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.

### 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.

## Currency of disbursement

The Bank shall disburse each Tranche in EUR.

## Conditions of disbursement

### 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:

1. 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;
2. at least 2 (two) originals of this Contract duly executed by all Parties; and
3. 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.

### 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:

1. evidence that the Borrower has obtained all necessary Authorisations, required in connection with this Contract and the Project;
2. a favourable legal opinion issued in the English language by the Ministry of Justice of the Borrower confirming, inter alia (i) the authority of persons signing this Contract on behalf of the Borrower; and (ii) that this contract has been duly executed by the Borrower and creates valid, binding and enforceable obligations on the Borrower according to its terms; (iii) the valid choice of laws of the Grand Duchy of Luxembourg law under this Contract, and (iv) the recognition and enforcement of judgments of Court of Justice of the European Union in any proceedings taken in the Republic of Serbia in relation to this Contract;
3. the Borrower shall have 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;
4. 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;
5. copy of the Environmental and Social Documents; and
6. evidence that the Allocation Letter has been signed by the Bank for the Sub-Project(s) that is/are identified at the moment of disbursement of the first Tranche, and that the disbursement amount is not less than the amount that is the equivalent of EUR 10,000,000.00 (ten million euros).

### Second and Subsequent Tranches

Without prejudice to the conditions precedent required in respect of all Tranches set out in Article 1.4.D (All Tranches), the disbursement of each Tranche under Article 1.2, subsequent to the first disbursement, 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), of the following documents or evidence:

1. except for the Tranches, disbursement of which amounts to the last 10% (ten per cent) of the Credit, evidence that the amount of the Tranche (except for the first Tranche) to be disbursed does not exceed 10% (ten per cent) of the Credit and (i) 80% (eighty per cent) of the proceeds of all previously disbursed Tranches have been allocated to eligible Sub-Projects, as evidenced by Allocation Letters issued by the Bank; and (ii) 50% (fifty per cent) of the proceeds of all previously disbursed Tranches have been effectively paid out towards any expenditure incurred with respect to any allocated Sub-Project under this Credit.
2. for all Tranches, disbursement of which amounts to the last 10% (ten per cent) of the Credit:

100% (one hundred percent) of the proceeds of all previously disbursed Tranches have been allocated to eligible Sub-Projects, as evidenced by Allocation Letters issued by the Bank;

a list and procurement plan of Sub-Projects that are expected to be allocated under each such Tranche is submitted to the Bank;

the Bank being satisfied with the outcome of the ex-post procurement review(s) conducted by the Bank.

### All Tranches

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

1. 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:
   1. a certificate from the Borrower in the form of Schedule E signed by an authorised representative of the Borrower and dated no earlier than the date falling 15 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);
   2. that the Bank is satisfied that on the date of the relevant Disbursement Offer and the Disbursement Date for the proposed Tranche the Framework Agreement is legal, valid, binding and enforceable and that no event or circumstance has occurred which could, in the opinion of the Bank, adversely affect the legal, valid, binding and enforceable nature of the Framework Agreement;
   3. evidence that the Bank has received at the allocation stage (as described in this Contract) for each Sub-Project to be financed from the respective Tranche, in form and substance satisfactory to it, the data and information for the Sub-Project(s) the value of which is/are under EUR 5,000,000.00 (five million euro) or the completed project fiche (as described in the Schedule A to this Contract), if the relevant Sub-Project(s)’ value is over EUR 5,000,000.00 (five million euro);
   4. evidence that the Loan Fund Transfer Agreement has been duly signed and is effective to the satisfaction of the Bank;
   5. evidence that the Bank has received the relevant information as required under Schedule A.1.5 (PROJECT INFORMATION TO BE SENT TO THE BANK AND METHOD OF TRANSMISSION); and
   6. 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;
2. 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:
   1. the representations and warranties which are repeated pursuant to Article 6.12 are correct in all respects; and
   2. 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 this Contract (or any combination of the foregoing) constitute:
      1. an Event of Default; or
      2. a Prepayment Event

has occurred and is continuing unremedied or unwaived or would result from the disbursement of the proposed Tranche.

## Deferment of disbursement

### Grounds for deferment

#### Borrower's request

1. 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:
   1. whether the Borrower would like to defer the disbursement in whole or in part, and if in part, the amount to be deferred; and
   2. 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.
2. Upon receipt of such a written request, the Bank shall defer the disbursement of the relevant amount until the Requested Deferred Disbursement Date.

#### Failure to satisfy conditions to disbursement

1. 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:
   1. at the date specified for fulfilment of such condition in Article 1.4; and
   2. at its Scheduled Disbursement Date (or, where the Scheduled Disbursement Date has been deferred previously, the date expected for disbursement).
2. 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:
   1. not earlier than 6 (six) Business Days following the fulfilment of all conditions of disbursement; and
   2. not later than the Final Availability Date.
3. 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.

#### 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.

### 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.

## Cancellation and suspension

### Borrower’s right to cancel

1. The Borrower may send a written notice to the Bank requesting a cancellation of the undisbursed Credit or a portion thereof.
2. In its written notice, the Borrower:
   1. 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
   2. 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.
3. Upon receipt of such written notice, the Bank shall cancel the requested portion of the Credit with immediate effect. If requested by the Borrower in writing, the Bank shall issue a confirmation of such cancellation.

### Bank’s right to suspend and cancel

1. 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:
   1. a Prepayment Event;
   2. an Event of Default;
   3. 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;
   4. a Material Adverse Change; or
   5. a Market Disruption Event provided the Bank has not received a Disbursement Acceptance.
2. 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.

### Indemnity for suspension and cancellation of a Tranche

#### 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 or upon the occurrence of a Material Adverse Change, the Borrower shall pay to the Bank the Deferment Fee calculated on the amount of such Accepted Tranche.

#### Cancellation

1. If an Accepted Tranche which is a Fixed Rate Tranche (the "**Cancelled Tranche**") is cancelled:
2. by the Borrower pursuant to Article 1.6.A; or
3. 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 upon the occurrence of a Material Adverse Change or pursuant to Article 1.5.B,

the Borrower shall pay to the Bank an indemnity on such Cancelled Tranche.

1. Such indemnity shall be:
2. 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
3. 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.

1. 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.

## 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. If requested by the Borrower in writing, the Bank shall issue a confirmation of such cancelation.

## Sums due under Articles 1.5 and 1.6

Sums due under Articles 1.5 and 1.6 shall be payable:

1. in EUR; and
2. 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.

## Allocation Procedure

### Allocation Request

1. At any time but in any case no later than 3 (three) months before the Final Availability Date, the Borrower, acting through the MoME, may submit to the Bank a request for allocation which shall also be co-signed with the Promoter (the "**Allocation Request**").
2. Each Allocation Request shall be supported by a project fiche in the form of the tables set out in the Schedule A of this Contract, containing the information on technical, environmental and economical criteria, inclusive of the procurement plan, executive summary of the EIA and the assessment of impact on areas of nature conservation where applicable, as well as any additional relevant information required by the Bank. The Bank reserves the right to change the procedure and, following agreement with the Promoter, the project fiche from time to time.
3. The Loan may solely be allocated to Sub-Projects identified as eligible for financing in the Technical Description under this Contract. In order for a Sub-Project to qualify for financing hereunder, the Borrower must comply with the Allocation Procedure under this Article 1.9 and in the Technical Description, and with the allocation undertakings under this Article 1.9.
4. The Loan shall be allocated to Sub-Projects, which are agreed with the Bank in accordance with the principles of the Bank framework loan allocation review procedure set out in the Technical Description, provided that the Bank is satisfied that there is sufficient information available on such Sub-Projects.
5. The Bank's funds shall be allocated to the eligible Sub-Projects with procedures modulated according to the Sub-Projects size and in line with the Bank's applicable procedures for framework loans, as set out in the Technical Description.
6. The Borrower, acting through the MoME, shall provide the Bank with any additional information regarding the Sub-Projects as the Bank, at its own discretion, may request.
7. To be eligible for loan financing from the Bank, the Borrower, acting through the MoME, shall verify the compliance of the Sub-Projects with the relevant and applicable Bank's policies and guidelines. All Sub-Projects shall be technically, economically and financially viable and sustainable, comply with the Bank's environmental and social standards, and be undertaken following the procedures as described in the Bank's Guide to Procurement.
8. The Borrower, acting through the MoME, shall provide, together with each Allocation Request, a procurement plan for a Sub-Project included in that Allocation Request in form and substance satisfactory to the Bank.
9. The Bank reserves the right to review the Allocation Procedure and may, by notice to the Borrower, amend the Allocation Procedure, to bring it in line with the Bank's policies or to reflect the results of the review(s) of the implementation capacity and performance of the Project. In such case, the Bank shall inform the Borrower thereof and the Borrower shall promptly adapt its internal allocation procedures accordingly.

### Allocation Letter

1. The Bank shall have full discretion whether or not to approve the Allocation Request so submitted following such examination of the Sub-Projects as it deems necessary and shall, in the event of confirmation/approval, issue an Allocation Letter (the "**Allocation Letter**"), informing the Borrower of its confirmation/approval of the Sub-Projects submitted and of the amount in EUR allocated to such Sub-Project. In the event the Bank does not approve a submitted Allocation Request, the Bank shall inform the Borrower thereof.
2. The Bank may by notice to the Borrower amend the Allocation Procedure to bring it into line with the Bank’s policies or reflect the results of the review of the implementation capacity and performance. In such case, the Bank shall inform the Borrower thereof and the Borrower shall promptly adapt its internal allocation procedures accordingly.
3. The Bank reserves the right to review the allocation procedures in view of the development of the Project.

## Reallocation Procedure

1. Prior to 3 (three) months before the Final Availability Date, the Borrower, acting through the MoME, may, by written request (co-signed with the Promoter) to the Bank, which request shall include also the reasons of the request of the Borrower and the Promoter, propose to reallocate in accordance with the provisions of this Article 1.10 any part of the Loan Outstanding which has been allocated but not spent on a Sub-Project, or not made available in full, directly or indirectly, by the Borrower and/or the Promoter.
2. The Bank may, in its discretion, accept the Borrower's acting through the MoME (as co-signed with the Promoter) proposal for reallocation and reallocate any portion of the Loan Outstanding in accordance with the provisions of Article 1.10 and shall inform the Borrower and the Promoter thereof by e-mail within 30 (thirty) days after the receipt of the Borrower's Sub-Project fiche along with the proposal for reallocation. Reallocated amounts will be included in the Allocation Letter indicated in Article 1.9.B.
3. If the reallocation is not possible or possible only in part, the Borrower, acting through the MoME, after receiving the notice from the Bank, shall in accordance with Article 4.3, prepay immediately to the Bank the part of the Loan Outstanding which has been disbursed by the Bank subject to the original allocation.

(d) Upon the Bank’s written request, the Borrower, acting through the MoME, and the Promoter shall propose to reallocate any part of the Loan Outstanding which has been allocated, in accordance with the procedures described in Article 1.9, in relation to a Sub-Project if such Sub-Project, in the opinion of the Bank, is ineligible for financing by the Bank under the Bank’s Statute, policies or guidelines or under Article 309 of the Treaty on the Functioning of the European Union or if the Sub-Project no longer complies with the requirements of this Contract. If within the timeframe provided for in the Bank’s written request the Borrower fails to replace such Sub-Project, the Borrower shall repay all or part of the Loan Outstanding in accordance with Article 4.3 of this Contract.

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The Loan

## 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.

## 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.

## 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.

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Interest

## Rate of interest

### Fixed Rate Tranches

The Borrower shall pay interest on the outstanding balance of each Fixed Rate Tranche at the Fixed 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. 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 Payment Date.

Interest shall be calculated on the basis of Article 5.1(a).

### 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. 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 Payment Date.

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 the Scheduled Disbursement Date.

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

### 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.

## 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:

1. for overdue sums related to Floating Rate Tranches, the applicable Floating Rate plus 2% (200 basis points);
2. for overdue sums related to Fixed Rate Tranches, the higher of:
   1. the applicable Fixed Rate plus 2% (200 basis points); or
   2. the Relevant Interbank Rate (one month) plus 2% (200 basis points); and
3. 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 one (1) 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.

## Market Disruption Event

If at any time:

1. from the receipt by the Bank of a Disbursement Acceptance in respect of a Tranche; and
2. until the date falling 20 (twenty) Business Days prior to the Scheduled Disbursement Date for Tranches to be disbursed in EUR,

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

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.

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Repayment

## Normal repayment

### Repayment by instalments

1. 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.
2. Each amortisation table shall be drawn up on the basis that:
   1. 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;
   2. 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;
   3. 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 5th anniversary of the Scheduled Disbursement Date of the Tranche; and
   4. 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.

### Single instalment

Alternatively, the Borrower shall repay the Tranche in a single instalment on the sole Repayment Date specified in the Disbursement Offer that shall fall not earlier than 3 (three) years and not later than 15 (fifteen) years from the Scheduled Disbursement Date.

## Voluntary prepayment

### 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:

1. the Prepayment Amount;
2. the Prepayment Date;
3. if applicable, the choice of application method of the Prepayment Amount in line with Article 5.5.C(a); and
4. the Contract Number.

The Prepayment Request shall be irrevocable.

### Prepayment indemnity

#### 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.

#### Floating rate tranche

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

#### 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.

### 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.

### 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 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.

## Compulsory prepayment and cancellation

### Prepayment Events

#### Project cost reduction event

1. 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 limits 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.
2. 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.
3. 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 (together with any other loans provided by the Bank for this Project) exceeds:
   1. 50% (fifty per cent); and/or
   2. 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.

#### Non-EIB Financing prepayment event

1. 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.
2. 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.
3. 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.
4. Paragraph (a) does not apply to any voluntary prepayment (or repurchase or cancellation, as the case may be) of a Non-EIB Financing:
   1. made with a prior written consent of the Bank;
   2. made within a revolving credit facility;
   3. 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.
5. For the purposes of this Article:

"**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

"**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.

#### 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:

1. such Change-of-Law Event would materially impair the Borrower’s ability to perform its obligations under this Contract or the Promoter’s ability to perform its obligations under this Contract, and
2. 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) that occurs after the date of this Contract and which could impair the Borrower's ability to perform its obligations under this Contract or the Promoter’s ability to perform its obligations under this Contract (as applicable).

#### Illegality event

1. Upon becoming aware of an Illegality Event:

the Bank shall promptly notify the Borrower, and

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.

1. For the purposes of this Article, "**Illegality Event**" means that:

it becomes unlawful in any applicable jurisdiction, or it becomes or the Bank has reasonable cause to expect that it may become contrary to any Sanctions, for the Bank to:

1. perform any of its obligations as contemplated in this Contract; or
2. fund or maintain the Loan;

the Framework Agreement is or is likely to be:

1. repudiated by the Republic of Serbia or not binding on the Republic of Serbia in any respect;
2. not effective in accordance with its terms or is alleged by the Borrower to be ineffective in accordance with its terms.
3. breached by the Republic of Serbia, in that any obligation assumed by the Republic of Serbia under the Framework Agreement ceases to be fulfilled as regards any financing made to any borrower in the territory of the Republic of Serbia from the resources of the Bank, or the EU; or
4. not applicable to the Project or the rights of the Bank under the Framework Agreement cannot be enforced in respect of the Project;

in respect of the EFSD+ DIW1 Guarantee:

1. it is no longer valid or in full force and effect;
2. the conditions for cover thereunder are not fulfilled;
3. it is not effective in accordance with its terms or is alleged to be ineffective in accordance with its terms; or
4. Republic of Serbia 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+.

#### FAILURE TO REALLOCATE

The Borrower shall immediately prepay any part of the Loan Outstanding, which has not been reallocated in accordance with Article 1.10, together with accrued interest and all other amounts accrued or outstanding under this Contract 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.

### 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.

### Prepayment indemnity

#### 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.

#### FLOATING RATE TRANCHE

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

## General

### No prejudice to Article 10

This Article 4 shall not prejudice Article 10.

### No reborrowing

A repaid or prepaid amount may not be reborrowed.

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Payments

## 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:

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

## Time and place of payment

1. 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.
2. 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.
3. The Borrower shall indicate the Contract Number in the payment details for each payment made hereunder.
4. A sum due from the Borrower shall be deemed paid when the Bank receives it.
5. 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).

## 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.

## 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:

1. 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;
2. 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
3. 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.

## Application of sums received

### General

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

### 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:

1. *pro rata* to each of any unpaid fees, costs, indemnities and expenses due under this Contract;
2. any accrued interest due but unpaid under this Contract;
3. any principal due but unpaid under this Contract; and
4. any other sum due but unpaid under this Contract.

### Allocation of sums related to Tranches

1. In case of:
   1. 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
   2. 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.
2. 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.
3. 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.

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Borrower undertakings and representations

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

A. PROJECT UNDERTAKINGS

## Use of Loan and availability of other funds

The Borrower (acting through the MoME) shall, and shall ensure that the Promoter shall, use all amounts borrowed by it under this Contract for the execution of the Project.

The Borrower (acting through the MoME) shall, and shall ensure that the Promoter 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.

The Loan proceeds shall not be used for the payment of value added tax on sales of goods and services and import of goods and services, costs of customs duties and other import duties, taxes and other impositions occurring in the execution of implementation of the Project.

The Borrower (acting through the MoME) shall make the proceeds of the disbursed Tranches available to the Promoter pursuant to a Loan Fund Transfer Agreement and exercise its rights under such Loan Fund Transfer Agreement in such a manner as to protect the interests of the Borrower and the Bank, to comply with the provisions of this Contract and to accomplish the purposes for which the Credit was made.

## Completion of Project

The Borrower (acting through the MoME) shall, and shall ensure that 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.

## Increased cost of Project

If the total cost of the Project exceeds the estimated figure set out in Recital (b), the Borrower 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.

## Procurement procedure

The Borrower (acting through the MoME) shall, and shall ensure that the Promoter shall, undertakes to 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.

## Continuing Project undertakings

The Borrower (acting through the MoME) shall and shall ensure that the Promoter shall:

1. Maintenance: maintain, repair, overhaul and renew all property forming part of the Project as required to keep it in good working order;
2. 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;
3. 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;
4. Rights and Permits: maintain in force all rights of way or use and all Authorisations necessary for the execution and operation of the Project;
5. Environment and Social:
   1. implement and operate the Project in compliance with the Environmental and Social Standards and the Bank’s Environmental, Climate and Social Guidelines on Hydropower Development[[3]](#footnote-4);
   2. obtain and maintain requisite Environmental or Social Approvals for the Project;
   3. comply with any such Environmental or Social Approvals; and
   4. provide any subsequent updates of the report on environmental compliance, where relevant, in accordance with Environmental Approvals, in relation to all Project components financed by the Bank.
6. Accounts: ensure that the Promoter requests any disbursements from the Borrower under the Loan Fund Transfer Agreement, and the Borrower makes any such payments to the Promoter in relation with the Project to a bank account in the name of the Promoter held with a duly authorised financial institution in the jurisdiction where the Promoter is located or where the Project is undertaken by the Promoter.

## Additional Undertakings

The Borrower (acting through the MoME) shall, and shall ensure that the Promoter shall:

1. ensure that individual allocations comply with the eligibility criteria and the reporting requirements as defined in this Contract;
2. ensure that a Project Implementation Unit (PIU) is created within 6 (six) months from the date of signature (by the last Party) of this Contract and that the PIU continues to stay operational to the satisfaction of the Bank. The Borrower shall, and shall ensure that the Promoter shall, endeavour its best effort to engage women as PIU member with relevant management degrees and experiences equivalent to the other PIU members and in line with the Serbia 2021-2030 Gender Equality Strategy and recommendations from World Bank and UNWOMEN for gender inclusion. For the avoidance of doubt, for the hydropower plants allocations the Promoter will engage external technical consultants for specialized fields (manufacturing tests, FAT, model tests, etc). In addition, the Supervision/FIDIC engineer with sufficient number of consultants with the international experience, whose terms of reference are satisfactory to the Bank, will be engaged to support the PIU;
3. undertake to identify, train, and build capacity as needed, and maintain a team of project managers within 6 (six) months from the date of signature (by the last Party) of this Contract to work on future projects/operations of the Promoter. The Borrower shall, and shall ensure that the Promoter shall, endeavour its best effort to engage women in the corporate team of project managers;
4. undertake not to allocate Bank’s funds to Sub-Project(s) components that require planning/construction or other permits, until such permits have been issued by the competent authorities and have been made available to the Bank. In case an exemption from permits is applicable for a Sub-Project, a translated into English copy of such exemption (altogether with a copy of the original) shall be provided to the Bank;
5. undertake to immediately inform the Bank of any change that may affect substantially the Project’s expenses and incomes;
6. ensure that a cost benefit analysis is performed for all allocations, using the Bank’s assumptions on the social cost of CO2 defined in the annex 5 of the EIB climate bank Roadmap (EIB Group Climate Bank Roadmap 2021-2025[[4]](#footnote-5)) and other generation cost assumptions included in the Allocation Request. The economic internal rate of return (EIRR) of 12% (twelve percent) or more should be proved to the Bank for allocations, except for those on the tentative list in the Schedule A of this Contract;
7. ensure that at portfolio level, the aggregated disbursed amount of this Loan (including any other credit provided by the Bank for this Project) shall not exceed 50% of the total project investment cost, as described in Recital (b), at the end of the Allocation Period, except for the cases when the Bank has agreed to such exceed of 50% for the individual Sub-Project;
8. ensure not to commit any Bank’s funds against Sub-Projects that require an Environmental and Social Impact Assessment Study or biodiversity assessment according to national law prior to receiving consent from the competent authority, and the Non-Technical Summary of the Environmental and Social Impact Assessment Study having been made available to the public;
9. ensure that before the Credit is allocated, for Sub-Projects that are subject to an Environmental and Social Impact Assessment Study, that the Bank has received and is satisfied with the environmental studies and documents related to the Environmental and Social Impact Assessment Study (including Environmental and Social Impact Assessment Study report, environmental consent);
10. undertake (when applicable) to fulfil the requirements of the environmental impact studies (Environmental and Social Impact Assessment Study report or others) and of the associated environmental permits;
11. ensure to obtain, for Sub-Projects that may have an impact on a nature conservation site, confirmation from the competent authority that the Sub-Project does not have a significant negative impact on any such site. Such confirmation should be delivered to the Bank and to the Bank’s satisfaction before the Loan is allocated. Sub-Projects with significant negative impacts on a nature conservation site are not eligible under this Contract;
12. undertake to implement a climate change risk assessment (CCRA) following International Hydropower Association Climate Resilience Guide[[5]](#footnote-6) (May 2019 or later) for the cascades as per Schedule A of this Contract within 2 (two) years from the Date of Effectiveness of this Contract. The Borrower shall, and shall ensure that the Promoter shall, demonstrate commitment to regularly update the climate risk assessment reports and at least every 6 (six) years (unless the Credit is fully repaid by the Borrower) in association with the relevant dam safety reports required by the relevant authorities. Based on the assessment results the Borrower shall, and shall ensure that the Promoter shall, plan the implementation of the proposed adaptation measures;
13. ensure that a lender’s engineer (consultant), appointed by the Borrower (acting through the MoME directly or through the Promoter, as applicable) to the satisfaction of the Bank, shall report exclusively to the Bank on the Project’s allocations physical and financial progress on a quarterly basis until the project completion date under calendar section of Schedule A of this Contract. For the avoidance of doubt, (i) the engagement of lender’s engineer will be defined during the allocation process for more complex allocations as identified to the discretion of the Bank and (ii) such consultant shall report on the performance (technical, environmental, social, and economic) during the first full year after Commercial Operation Date of each Sub-Project for which the Bank decides as necessary;
14. promptly inform the Bank of any changes occurring with regards to the PIU or the Project technical contact as per paragraph A.1.5 of the Schedule A of this Contract;
15. ensure that adequate environmental and social management plans, defined according to the legal requirements and related documents, are implemented and monitored during the construction of the different schemes, namely in what refers to waste management and occupational health and safety; and promptly notify the Bank of any related unexpected accident or incident during the construction of the Project;
16. keep updated and available all relevant documents, such as documents supporting compliance with EU environmental directives, and any other information to be promptly provided to the Bank upon request (with reference to the commitment in the Bank's public disclosure policy on responses to external enquiries);
17. notify the Bank of any state-aid or EU funding related event arising in relation with the Project, including any suspension of payments or infringement procedures initiated by the European Commission related to the implementation of a Sub-Project;
18. ensure that there is no double-financing of the Sub-Project(s) with other loans provided by the Bank with the same Promoter;
19. promptly inform the Bank when the implementation of any allocated Sub-Project is suspended or the Sub-Project is cancelled;
20. ensure that the tender dossiers for all contracts to be financed by the Bank shall include an effective national mechanism, as provided by the laws of the Borrower, for the remedy of complaints. Such national remedy mechanism shall be available to any party having had an interest in obtaining a particular contract and who has been, or risks being harmed by an alleged infringement;
21. promptly inform the Bank of any changes to the initial procurement plan(s);
22. consult with the Bank prior to entering into any material amendments to contracts financed by the Loan in order to verify the alignment with the provisions under the Schedule A of this Contract and shall seek the Bank's non-objection prior to entering into any material amendments to contracts financed by the Bank, as applicable as per the latest version of the EIB Guide to Procurement[[6]](#footnote-7);
23. promptly inform the Bank of any agreement with other international financial institutions to finance investments that are included in the Project scope;
24. if so requested by the Bank, submit to the Bank for its review and approval the Loan Fund Transfer Agreement and;
25. ensure that at the end of the physical execution of all Sub-Project to which the Loan will be allocated, the aggregate amount of the disbursed Tranches does not exceed the aggregate amount of the total allocations under the Loan; and
26. ensure that the Promoter is in compliance, to the satisfaction of the Bank, with all the conditions (if any) that included in the Allocation Letter provided to the Promoter for each allocation.

The Bank may identify additional undertakings in the allocation process and associated appraisal of the individual Sub-Project.

B. GENERAL UNDERTAKINGS

## Compliance with laws

The Borrower (acting through the MoME) shall, and shall ensure that 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.

## Change in business

The Borrower (acting through the MoME) shall procure that no substantial change is made to the core business of the Promoter carried on at the date of this Contract.

## Books and records

The Borrower (acting through the MoME) shall, and shall ensure that the Promoter shall:

1. ensure that it has, and that the Promoter 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 and the Promoter, including expenditures in connection with the Project, in accordance with GAAP as in effect from time to time; and,
2. 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.

## Integrity

(a) **Prohibited Conduct**:

(i) The Borrower shall not and shall procure (acting through the MoME) that the Promoter shall not engage in (and shall not authorise or permit any other 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 undertakes and shall ensure (acting through the MoME) that 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 undertakes and shall ensure (acting through the MoME) that 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 shall not, and shall procure (acting through the MoME) that the Promoter shall not, directly or indirectly:

1. 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,
2. 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
3. fund all or part of any payment under this Contract out of proceeds derived from activities or businesses with a Sanctioned Person 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 6.12(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 shall, and shall procure (acting through the MoME) that 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.

## 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).

## General Representations and Warranties

The Borrower represents and warrants to the Bank that:

1. it has the power to execute, deliver and perform its obligations under this Contract and all necessary actions have been taken to authorise the execution, delivery and performance of the same by it;
2. this Contract constitutes its legally valid, binding and enforceable obligations;
3. 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:
   1. any applicable law, statute, rule or regulation, or any judgement, decree or permit to which it is subject;
   2. 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;
4. there has been no Material Adverse Change since 17 June 2024;
5. no event or circumstance which constitutes an Event of Default has occurred and is continuing unremedied or unwaived;
6. 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;
7. it 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;
8. 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;
9. 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 in relation to the Project;
10. it is in compliance with all undertakings under this Article 6;
11. 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; and
12. neither the Borrower, nor, to the best of its knowledge, any Relevant Person has committed nor will commit (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;
13. 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;
14. none of the Borrower and/or, to the best of its knowledge, any Relevant Person:
    1. is a Sanctioned Person; or
    2. is in breach of any Sanctions that apply to it or any Relevant Person (respectively).

It is acknowledged and agreed that the representations set out in this paragraph (n) 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.

1. the Declaration on Honour dated 20 December 2024 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) 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.

## Conflict of interest

Pursuant to the general duty under the Guide to Procurement for the Promoter to effectively prevent, identify and remedy conflicts of interest, the Borrower shall and shall procure that the Promoter shall ensure that prior to the award of any contract financed under the Project:

1. the Beneficial Owners of the successful bidder (including joint venture partners and subcontractors) who are Close Associates or Family Members of the representative(s), member(s) of the management bodies or senior officer(s) of the Borrower or the Promoter are identified and promptly communicated to the Bank; and
2. 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 member(s) of the Borrower's or the Promoter's management bodies, representative(s) or senior officer(s).

For the purposes of this Article:

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

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

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

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

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Security

The undertakings in this Article 7 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.

## *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 debt instruments except for obligations mandatorily preferred by law.

In particular, if the Bank makes a demand under Article 10.1 or if an event 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 authorise) 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 payment on the next Payment Date a sum equal to, the same proportion of the debt outstanding under this Contract as the proportion that the payment under such External Debt Instrument bears to the total debt outstanding under that External Debt Instrument. 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 Ιαω other than the Ιαω 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.

## Additional Security

If 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.

## Clauses by inclusion

If the Borrower concludes with any other financial creditor a financing agreement that includes a loss-of-rating clause or a covenant or other provision regarding its financial ratios, if applicable, that is not provided for in this Contract or is more favourable to the relevant financial creditor than any equivalent provision of this Contract is to the Bank, the Borrower shall promptly inform the Bank and shall provide a copy of the more favourable provision to the Bank. The Bank may request that the Borrower promptly executes an agreement to amend this Contract so as to provide for an equivalent provision in favour of the Bank.

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Information and Visits

## Information concerning the Project

The Borrower shall, and shall ensure (acting through the MoME) that the Promoter shall:

1. deliver to the Bank:
   1. the information in content and in form, and at the times, specified in Schedule A or otherwise as agreed from time to time by the Parties; and
   2. 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;

1. 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;
2. promptly inform the Bank of:
   1. any action or protest initiated or any objection raised by any third party or any genuine complaint received by the Borrower or the Promoter which is material with regard to environmental, social or other matters affecting the Project;
   2. any Environmental or Social Claim that is to its knowledge commenced, pending or threatened against it;
   3. any fact or event known to the Borrower, which may substantially prejudice or affect the conditions of execution or operation of the Project;
   4. 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;
   5. any non-compliance by it with any Environmental and Social Standards;
   6. any suspension, revocation or material modification of any Environmental or Social Approval,
   7. a genuine allegation, complaint or information with regard to any Prohibited Conduct or any Sanction related to the Project;
   8. should it become aware of any fact or information confirming or reasonably suggesting that (a) any Prohibited Conduct 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

and set out the action to be taken with respect to such matters; and

1. provide to the Bank, if so requested:
   1. a certificate of its insurers showing fulfilment of the requirements of Article 6.5(c); and
   2. annually, a list of policies in force covering the insured property forming part of the Project, together with confirmation of payment of the current premiums; and
   3. true copies of contracts financed with the proceeds of the Loan and evidence of expenditures relating to disbursements.

## Information concerning the Borrower

The Borrower shall, and shall ensure (acting through the MoME) that the Promoter shall (as applicable):

1. deliver to the Bank such further information, evidence or document concerning:
   1. the Promoter’s general financial situation, latest available audited financial statements 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 and 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

1. inform the Bank immediately of:
   1. any material alteration to the Promoter’s statutes or shareholding structure and of any change of ownership of 5% or more of its shares after the date of this Contract;
   2. any fact which obliges it to prepay any financial indebtedness or any European Union funding;
   3. any event or decision that constitutes or may result in a Prepayment Event;
   4. any intention on its part to relinquish ownership of any material component of the Project;
   5. any fact or event that is reasonably likely to prevent the substantial fulfilment of any obligation of the Borrower under this Contract;
   6. any Event of Default having occurred or being threatened or anticipated;
   7. 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 its controlling entities or members of the Borrower’s management bodies in connection with Prohibited Conduct related to the Credit, the Loan or the Project; any measure taken by the Borrower pursuant to Article 6.12 of this Contract;
   8. 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
   9. any claim, action, proceeding, formal notice or investigation relating to any Sanctions concerning the Borrower, Promoter, or any Relevant Person.

## Visits, Right of Access and Investigation

(a) The Borrower shall, and shall ensure that the Promoter 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:

* 1. visit the sites, installations and works comprising the Project;
  2. interview representatives of the Borrower and/or the Promoter, and not obstruct contacts with any other person involved in or affected by the Project;
  3. conduct such investigations, inspections, on-the-spot audits and checks as they may wish and review the Borrower’s and/or Promoter’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 the Republic of Serbia 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.

## Disclosure and Publication

* + - * 1. 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:

acknowledges the origin of the EU financial support under the EFSD+ DIW1 Guarantee Agreement;

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 Republic of Serbia on communication about the signature of this Finance Contract.

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Charges and expenses

## 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.

## 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.

## Increased costs, indemnity and set-off

1. 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.
2. 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.
3. 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.

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Events of Default

## 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.

### Immediate demand

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

1. 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:
   1. its failure to pay is caused by an administrative or technical error or a Disruption Event; and
   2. payment is made within 3 (three) Business Days of its due date;
2. if any information or document given to the Bank by or on behalf of the Borrower and/or the Promoter (as applicable) or any representation, warranty or statement made or deemed to be made by the Borrower and/or the Promoter (as applicable) 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;
3. 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:
   1. 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
   2. any financial commitment for such other loan or obligation is cancelled or suspended;
4. 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;
5. 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 or any property forming part of the Project;
6. 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;
7. 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;
8. if a Material Adverse Change occurs, as compared with the Borrower’s condition at the date of this Contract; or
9. if it is or becomes unlawful for the Borrower to perform any of its obligations under this Contract or for the Promoter to perform any of its obligations under this Contract is not effective in accordance with its terms or is alleged by the Borrower and/or the Promoter (as applicable) to be ineffective in accordance with its terms.

### 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):

1. if the Borrower fails to comply with any provision of this Contract (other than those referred to in Article 10.1.A); or
2. 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.

## 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.

## Indemnity

### 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:

1. 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
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.

### Floating Rate Tranches

In case of demand under Article 10.1 in respect of any Floating Rate Tranche, the Borrower shall pay to the Bank the amount demanded together with a sum equal to the present value of 0.19% (nineteen basis points) per annum calculated and accruing on the amount of principal due to be prepaid in the same manner as interest would have been calculated and would have accrued, if that amount had remained outstanding according to the applicable amortisation schedule of the Tranche, until the Interest Revision/Conversion Date, if any, or the Maturity Date.

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

### General

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

## 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.

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Law and jurisdiction, miscellaneous.

## 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.

## Jurisdiction

1. Court of Justice of the European Union has exclusive jurisdiction to settle any dispute (a "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.
2. The Parties agree that the Court of Justice of the European Union is the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.
3. 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 Court of Justice of the European Union given pursuant to this Article shall be conclusive and binding on each party without restriction or reservation.

## 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.

## 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.

## 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.

## 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:

1. 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
2. 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.

## Amendments

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

## 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.

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Final clauses

## Notices

### Form of Notice

1. Any notice or other communication given under this Contract must be in writing and, unless otherwise stated, may be made by letter or electronic mail.
2. 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:
   1. on the date of delivery in relation to a hand-delivered or registered letter;
   2. 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;
3. Any notice provided by the Borrower to the Bank by electronic mail shall:
   1. mention the Contract Number in the subject line; and
   2. 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.
4. 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.
5. 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 second Business Day following:
   1. Disbursement Acceptance;
   2. 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
   3. any other notice, communication or document required by the Bank.
6. 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*).

### 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: EIB Global Directorate, Enlargement & Neighbourhood Department, Western Balkans & Türkiye Division  100 Boulevard Konrad Adenauer  L-2950 Luxembourg  E-Mail address: contactline-95884@eib.org |
| For the Borrower | Attention: Ministry of Finance  20 Kneza Milosa Street  11000 Belgrade  Republic of Serbia  E-mail address: kabinet@mfin.gov.rs  Copy: uprava@javnidug.gov.rs |

### 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.

## English language

1. Any notice or communication given under or in connection with this Contract must be in English.
2. All other documents provided under or in connection with this Contract must be:
   1. in English; or
   2. 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.

## Effectiveness of this Contract

Other than this Article 12.3 and Articles 11.1, 11.2, 12.1 and 12.2, which will become legally effective and enter into full force and effect upon the date of signature of this Contract, this Contract shall become effective on the date (the "**Date of Effectiveness**") specified in a letter from the Bank to the Borrower confirming that the Bank has received evidence that all necessary official and governmental approvals, including the ratification by the national parliament of the Republic of Serbia and such letter shall be conclusive evidence that this Contract has become effective.

If the Date of Effectiveness does not occur on or prior to the date falling 12 (twelve) months after the date of this Contract, this Contract shall not enter into force and no further action shall be necessary or required (unless agreed in writing otherwise between the Bank and the Borrower).

## Recitals, Schedules and Annexes

The Recitals and following Schedules form part of this Contract:

|  |  |
| --- | --- |
|  |  |
| Schedule A | Technical Description |
| Schedule B  Schedule C | Definition of Relevant Interbank Rate  Form of Disbursement Offer/Acceptance (Article 1.2.B and 1.2.C) |
| 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 Luxembourg, this 27/12/2024

|  |  |
| --- | --- |
| Signed for and on behalf of | |
| EUROPEAN INVESTMENT BANK | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Matteo Rivellini  Head of Division | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Hazal Hatunoglu  Legal Counsel |

|  |
| --- |
| Signed for and on behalf of |
| THE REPUBLIC OF SERBIA |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Mr. Siniša Mali  First Deputy Prime Minister  and Minister of Finance |

At Belgrade, this 27.12.2024

1. A

Technical Description

**A.1 Purpose, Location**

The operation is a framework loan to finance promoter’s key green investments for the period 2024-2030 with a view to increase ultimately the national share of renewables to the target set by 2030. The sub-projects will be located on Republic of Serbia’s territory.

**Description**

The Project tentatively consists of i) the rehabilitation of 239 MW power units in three hydropower plants (Bistrica HPP, Potpec HPP and Djerdap 2 HPP) which are totalling 428 MW, ii) the construction of a new 13 MW unit at Potpec HPP, iii) several greenfield renewables of which more than 120 MW solar plants and iv) the rehabilitation of 129 MW Vlasinske hydropower cascade. The Project envisages a technical assistance component in the field of water-energy management of Lim-Uvac rivers, preparation and environmental impact assessment of the future Bistrica Pump Storage Plant that would be financed separately from the present operation.

These and other components (schemes) under Framework loan eligible for the Bank’s part financing:

* Shall consist of coherent and clearly defined capital investments needed for the realisation of a scheme, comprising all elements of a permanent nature (whether tangible or intangible) that are necessary for the sustainable production of goods or services that the scheme is designed to deliver (purely financial transactions are not eligible),
* Shall not include new generation with lifecycle emissions above 100 g CO2e/kWh,
* Shall demonstrate maturity and completeness of the requested supporting documentation,
* Shall demonstrate an economic rate of return ERR greater than or equal to 12% to Bank’s satisfaction for all allocations except for tentative list (Bistrica, Potpec and Djerdap 2 HPPs as sufficient ERR for these has already been confirmed),
* Shall guarantee that EIB financing does not exceed 50% of the total cost at portfolio (FL) level at the end of the allocation period. The project investment cost includes (non-exhaustive list) studies and engineering, civil works, equipment and installation, technical and price contingencies,
* Shall comply, in terms of the implementation period, with the Calendar,
* Shall be procured in accordance with the EIB Guide to Procurement,
* Must comply with the following minimum requirements with respect to environmental legislation and information access:
* Shall be carried out in accordance with the basic principles of EIA Directive 2014/52/EU amending EIA Directive 2011/92/EU and Water Framework Directive as amended (2000/60/EC), where appropriate, and best international practice. Specific attention should be given to integrating the impacts on human rights, biodiversity, climate change, cultural heritage, and disaster risks as provided by the below mentioned international treaties on those subjects, namely:
* The Convention on Biological Diversity of 1992 (CBD) and the Convention on the Conservation of Migratory Species of Wild Animals, 1979 (Bonn Convention or CMS);
* The Convention on International Trade in Endangered Species of Wild Flora and Fauna, 1975 (CITES) is especially relevant as far as the assessment of the supply chain and indirect impacts on human activities are concerned.
* The Convention on Wetlands of International Importance especially as Waterfowl Habitat, 1971 (Ramsar Convention) and the Convention Concerning the Protection of World Cultural and Natural Heritage, 1972 (UNESCO World Heritage Convention) are especially relevant as far as the characterisation of the site is concerned.
* Shall satisfy the principles and standards of the Bank’s Environmental and Social Handbook,
* Shall comply with the EIB Environmental, Climate and Social Guidelines on Hydropower Development,
* For each scheme, if applicable, the Promoter shall collect and publish the Environmental and Social Impact Assessment (ESIA), Resettlement Action Plan (RAP), Resettlement Policy Framework (RPF), retain on file a copy of the ESIA and provide a digital copy to the Bank, and confirm that the scheme incorporates all mitigating measures recommended because of the ESIA to ensure compliance with the EIB's Public Disclosure Policy,
* In addition to what is required by national legislation, the Promoter shall perform environmental and social due diligence for each allocation prior to submitting the allocation request to the EIB to ensure that potential risks and appropriate prevention, mitigation and compensation measures are identified through an environmental and social impact screening/assessment, when relevant, including satisfactory and meaningful public consultation and participation,
* Schemes with significant negative impacts on areas with a high biodiversity value, nature conservation areas, including bird or fish migration routes shall not be eligible. Further, if a scheme has the potential to affect a nature conservation site, the Promoter shall obtain written confirmation from the competent authority, or an equivalent environmental assessment satisfactory to the Bank that the scheme does not have a significant negative impact on any site of nature conservation,
* Schemes (i) with significant negative social impacts or (ii) requiring physical resettlement and/or (iii) with impact on indigenous people shall not be eligible,
* Scheme implementation accompanied by a programme of environmental and social mitigation measures, if applicable, shall be monitored by the Promoter.

**Tentative list**

The tentative list (for the purposes of Article 6.6 of this Contract) consists of Bistrica HPP, Potpec HPP and Djerdap 2 HPP.

**CCRA for the cascades**

For the implementation of a climate change risk assessment (CCRA) following International Hydropower Association Climate Resilience Guide (May 2019 or later), the cascades (mentioned in paragraph (l) of Article 6.6 of this Contract) mean the cascades of HPP Djerdap I and II (in case the Djerdap 2 HPP would be financed by this Credit) and Limske cascade (in case Bistrica and Potpec HPPs would be financed by this Credit).

**Calendar**

The Project shall be implemented within the period 2024-2030.

**Eligibility**

**List of eligible costs and implementation modalities for investments in green projects**

Capital investments to green projects for the period 2024-2030 including rehabilitation of the existing HPPs, construction of new power units in HPPs, construction of greenfield solar and wind power plants and technical assistance in the filed of water-energy management. Other components are subject to further clarification during the framework allocation process.

**Generally excluded sectors:**

1. Manufacture and distribution of weapons and ammunition, arms and military equipment;
2. Manufacture and distribution of tobacco or alcohol products;
3. Waste incineration (including RDF) and processing of hazardous waste;
4. Gambling and betting activities;
5. Detention facilities e.g. prisons, police stations, schools with custodial functions;
6. Sectors and activities with a strong ethical dimension considered to carry significant reputation risk.

**General provisions**

1. The Bank will generally allocate its funds only to eligible schemes which are economically, technically and financially justified and environmentally sound. All schemes must comply with EU environmental, procurement and state aid legislation as well as comply with the principles and standards of the Bank’s Environmental Policy Statement and the Bank’s Environment and Social Standards[[7]](#footnote-8);
2. The loan amount shall not exceed 50% of the total project investment cost, comprising the total amount of the accepted allocations) and 100% of the EIB eligible investment cost;
3. The combined EU and EIB financing shall not exceed 70% of the total PIC at the level of the Project (operation);
4. The following costs are not eligible for the Bank: recoverable VAT and other taxes and duties, maintenance, repairs and other operating costs. Purely financial transactions are also not eligible;
5. The Bank does not finance works under "routine maintenance" or repairs unless differently specified under A.1.4 Eligibility. The term "routine maintenance" means localised repairs, small annual interventions, in the budget this type of financing is normally by means of an annual expenditure; the Bank cannot finance these works;
6. The eligibility for EIB financing will be checked by the Bank at allocation stage against the above list and chapter A.1.4 Eligibility as well as against the Bank’s standard eligibility criteria; and
7. The Bank reserves the right to review allocation procedures in view of the development of the Project.

**A.1.2 Allocation procedure**

The Bank’s Loan will be allocated to the following eligible Sub-Project(s) in the investment programme, satisfying the sectors listed in the Technical Description with procedures commensurate with the Sub-Project size and in line with applicable procedures under this Contract:

1. Eligible Sub-Project(s) with an investment cost below EUR 5 m are selected by the Borrower (acting through the MoME) and the Promoter. The choices are subject to confirmation of eligibility by the Bank’s services after disbursement to the schemes concerned. The Borrower (acting through the MoME), together with the Promoter shall submit an allocation request in a form required by the Bank.
2. Eligible Sub-Project(s) with a cost between EUR 5 m and EUR 50 m are submitted to the Bank for approval before allocating Bank funds to the Sub-Project(s), using a template as defined in A.1.1.8. The Bank retains the right to ask for additional information; partial or in-depth appraisal of the Sub-Project will be undertaken, if judged necessary. Appraisal of such schemes may result in additional conditions and/or undertakings that will be stated in the Allocation Letter. Should the Borrower (acting through the MoME) and the Promoter not accept these conditions/undertakings it should inform the Bank in writing within 10 days from the receipt of the Allocation Letter and the Bank will proceed with reallocation.
3. Eligible Sub-Project(s) with a cost above EUR 50 m are to be treated, in principle, as separate loans and appraised separately by the Bank’s services. Schemes will be subject to approval before allocation of the loan’s funds to the scheme. The Borrower (acting through the MoME) and the Promoter shall provide documentation requested by the Bank, at its discretion, as individually indicated by the Bank to the Promoter. Appraisal of such schemes may result in additional conditions and/or undertakings that will be stated in the Allocation Letter. Should the Borrower (acting through the MoME) and the Promoter not accept these conditions/undertakings it should inform the Bank in writing within 10 days from the receipt of the Allocation Letter and the Bank will proceed with reallocation.

**A.1.3 Summary allocation and monitoring**

|  |  |  |  |
| --- | --- | --- | --- |
| *Number of Operation* |  |  |  |
| *Name of Operation* |  | *Issuer (Contact Person)* | *email* |
| *Contract number* |  |  |  |

|  |  |
| --- | --- |
| *Progress Report corresponds to year:* |  |
| *Progress Report date* |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| *Scheme identification* | | | | | *Commercial Arrangement* | | *Financial Data* | | | | | *Implementation (DD/MM/YYYY)* | | *MONITORING INDICATORS (OUTPUTS AND OUTCOMES)* | | *Environmental and Social Requirements* | | *Procurement* | *Employment* | | *Undertakings (Allocation Letters or otherwise* | | *Comments /Issues (Attach narrative report if necessary). E.g. social or environmental issues, procurement, significant change in technical description, delays, costs overrun, complaints received, etc* |
| *Initially Planned at allocation / At Progress Report Date* | | | | | *Initially Planned at allocation / At Progress Report Date* | | *Initially Planned at allocation / At Progress Report* | | *Initially Planned at allocation / At Progress Report* | |
| *Allocation request number* | *Scheme number* | *Scheme Name* | *Brief description (including location)* | *Technology and contractors / suppliers*  *(1)* | *Merchant, PPA, auction, etc* | *Average revenue per MWh* | *Investment cost (EUR)* | *Non eligible costs*  *(2)* | *Annual O&M costs (EUR)* | *EIB funds allocated to the project (EUR)* | *Others sources (EUR)*  *(3)* | *Start of Works* | *Commercial operation Date* | *Installed capacity*  *(4)* | *Energy generation (GWh/year) for Year 1*  *(5))* | *ESIA*  *(6)* | *Nature conservation/critical habitats (7)* | *Type of tender (thresholds) (8)* | *Employment during construction (persons-years)* | *Permanent Employment FTE* | *Description* | *Status (supporting documents to be attached)* |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

1. *Include the main contractor(s) and equipment suppliers (e.g. for solar PV: EPC/BoP contractor, PV modules supplier, inverters supplier, structure supplier, etc; for hydro: type of turbine, supplier, BoP contractor, etc.).*
2. *Non-Eligible costs: land costs, taxes, interests during construction, development premium*
3. *Indicate the other sources of funds to cover 100% of the Scheme costs, including any other sources of European Community financing or subsidies, funds originating from EIB through other channels (e.g. intermediated financing, direct project finance at scheme or pool of schemes level, etc.), etc*
4. *For hydro: MWac installed and MWac at the Point of Injection into the grid. For Solar PV: MWp installed, MWac at inverters output, MWac at the Point of Injection into the grid.*
5. *For energy generation, use P50 for Solar/Wind and P75 for hydro. For each year since commercial operation. Add columns if necessary.*
6. *Please indicate:*
7. *Subject to ESIA process being under Annex I of the EU EIA Directive. Provide ESIA report(s) (Environmental Impact Studies), the Non-Technical Summary and the environmental decision.*
8. *Subject to ESIA process being under Annex II of the EU EIA Directive (“screened-in”) or otherwise. Provide EIA report(s) (Environmental Impact Studies), the Non-Technical Summary and the environmental decision.*
9. *Schemes under Annex II of the EU EIA Directive that have been screened out from the ESIA process. The Promoter shall ensure that a screening procedure taking into account the criteria listed in Annex 1a of the EIB Standard 1 was carried out based on the information listed in Annex 1b of the EIB Standard 1. Provide such decision from the competent authority, or the corresponding Promoter’s assessment, together with the related documents and studies.*
10. *Other – for Schemes not subject to a screening decision, indicate the threshold that is applicable to confirm that the project complies with the criteria*
11. *It refers to critical habitats areas and conservation areas of international or national importance.*

*Please indicate the distance to the closest nature conservation areas (distance + name) and indicate if it has any impact. Indicate if any critical habitats are involved. Provide appropriate assessment where applicable.*

*For public procurement: Please indicate the tender procedure- “I” for International Tender procedure, “N” for National Open Tender, “Ne” for Negotiation procedure, “D” for Direct Attribution, “Em” for Emergency Procedure and “C” for Consultation (when only few companies are invited for offer). For private procurement: indicate the process followed*

**A.1.4 Aggregate allocation request and monitoring table (s) for Eligible schemes with an investment cost below EUR 5 m**

|  |  |  |  |
| --- | --- | --- | --- |
| *Number of Operation* |  |  |  |
| *Name of Operation* |  | *Issuer (Contact Person)* | *email* |
| *Contract number* |  |  |  |

|  |  |
| --- | --- |
| Aggregate allocation request date |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Scheme identification | | | | | | Outputs | | Commercial Arrangement | Financial Data | | | | | Implementation (DD/MM/YYYY) | | Environmental and Social Requirements | | Employment | Comments / Issues (Attach narrative report if necessary). E.g. complaints, etc | | |
| Allocation Reference number | Scheme number | Scheme Name | Brief description (including location) | Technology and contractors / suppliers  (1) | Allocation status  (2) | Energy generation (GWh/year) for Year 1 (4) | Energy generation (GWh/year) – average over 20 years  (4) | Merchant, PPAs, auction, etc | Type of tenders (thresholds) (5) | Investment cost (EUR) | Non eligible costs  (6) | Annual O&M costs (EUR) | EIB funds (to be) allocated to the project (EUR) | Others sources (EUR) (7) | Start of Works | Commercial operation Date | EIA  (8) | Nature Conservation (Natura 2000)  (9) | Employment during construction (persons-years) | Permanent Employment FTE |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

* + 1. Include the main contractor(s) and equipment suppliers (e.g. for solar PV: EPC/BoP contractor, PV modules supplier, inverters supplier, structure supplier, etc; for hydro: turbine type & supplier, BoP contractor, etc).
    2. E.g: new request, under process (and include allocation request date), allocation rejected (and include date of notification by the Bank), allocation cancelled (and include date of cancellation), allocation approved (and include date of the Allocation Letter), etc
    3. For hydro: MWac installed and MWac at the Point of Injection into the grid. For Solar PV: MWp installed, MWac at inverters output, MWac at the Point of Injection into the grid.
    4. Based on P50 for Solar and P75 for hydro.
    5. In case of public procurement, please indicate the tender procedure- “I” for International Tender procedure, “N” for National Open Tender, “Ne” for Negotiation procedure, “D” for Direct Attribution, “Em” for Emergency Procedure and “C” for Consultation (when only few companies are invited for offer). For private procurement: indicate the type of process followed
    6. Non-Eligible costs: land costs, taxes, interests during construction, development premium
    7. Indicate the other sources of funds to cover 100% of the scheme costs, including any other sources of European Community financing or subsidies, funds originating from EIB through other channels (e.g. intermediated financing, direct project finance at scheme or pool of schemes level, etc), etc
    8. Please indicate:

1. Subject to ESIA process being under Annex I of the EU EIA Directive. Provide ESIA report(s) (Environmental Impact Studies), the Non-Technical Summary and the environmental decision.
2. Subject to ESIA process being under Annex II of the EU EIA Directive (“screened-in”) or otherwise. Provide EIA report(s) (Environmental Impact Studies), the Non-Technical Summary and the environmental decision.
3. Schemes under Annex II of the EU EIA Directive that have been screened out from the ESIA process. The Promoter shall ensure that a screening procedure taking into account the criteria listed in Annex 1a of the EIB Standard 1 was carried out based on the information listed in Annex 1b of the EIB Standard 1. Provide such decision from the competent authority, or the corresponding Promoter’s assessment, together with the related documents and studies.
4. Other – for Schemes not subject to a screening decision, indicate the threshold that is applicable to confirm that the project complies with the criteria
   * 1. It refers to critical habitats areas and conservation areas of international or national importance. Please indicate the distance to the closest nature conservation areas (distance + name) and indicate if it has any impact. Indicate if any critical habitats are involved. Provide appropriate assessment where applicable.

**A.1.5 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:

|  |  |  |
| --- | --- | --- |
|  | **Financial Contact** | **Technical Contact** |
| Company |  |  |
| Contact person |  |  |
| Title |  |  |
| Function / Department financial and technical |  |  |
| Address |  |  |
| Phone |  |  |
| Fax |  |  |
| Email |  |  |

The above-mentioned contact person(s) is (are) the responsible contact(s) for the time being.

The Promoter shall inform the EIB immediately in case of any change.

1. Information on specific subjects

N/A

1. Information on the project’s implementation

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

|  |  |  |
| --- | --- | --- |
| **Document / information** | **Deadline** | **Frequency of reporting** |
| Project Progress Report -PPR  *External monitoring and reporting to lenders with:*   * *A brief update on the Technical Description, explaining the reasons for significant changes vs. initial scope;* * *Update on the date of completion of each of the main project’s components, explaining reasons for any possible delay;* * *Update on the cost of the project, explaining reasons for any possible cost variations vs. initial budgeted cost;* * *A description of any major issue with impact on the environment and/or social impact;* * *Update of the procurement plan;* * *Update on the project’s demand or usage and comments;* * *Any significant issue that has occurred and any significant risk that may affect the project’s operation;* * *Any legal action concerning the project that may be on-going;* * *Non-confidential project-related pictures, if available;* * *Any update in the Promoter or Head of Group’s decarbonisation plan (including targets) or climate resilience plan since contract signature;* * *Update on the performance of the Promoter against its current decarbonisation targets;* * *Environmental and social Reporting;* * *Environmental, social occupational and health and safety performance;* * *Status of ESMP implementation and each ESAP action*   *As part of the progress report please kindly provide in due course:*   * *Status on activities to receive approval for connection of the rehabilitated hydro power plants to the transmission/distribution system.* | *End of first month after each period* | *quarterly starting from the Contract signature* |

1. Information on the end of works and first year of operation

The Promoter 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** |
| Project Completion Report (PCR), including:   * *A final Technical Description of the project as completed, explaining the reasons for any significant change compared to the Technical Description in A.1.;* * *The date of completion of each of the main project’s components, explaining reasons for any possible delay;* * *The final cost of the project, explaining reasons for any possible cost variations vs. initial budgeted cost;* * *Employment effects of the project: person-days required during implementation as well as permanent new jobs created;* * *A description of any major issue with impact on the environment or social impacts;* * *Update on procurement procedures and explanation of deviations from the procurement plan;* * *Update on the project’s demand or usage and comments;* * *Any significant issue that has occurred and any significant risk that may affect the project’s operation;* * *Any legal action concerning the project that may be on going.* * *Any update in the Promoter or Head of Group’s decarbonisation plan (including targets) or climate resilience plan since contract signature.* * *Update on the performance of the Promoter against its current decarbonisation targets.* * *Non-confidential project-related pictures, if available.* * *An update on the following Monitoring Indicators:*   + *Annual electricity generated / sold at company and subproject level;*   + *Power plant unavailability for each subproject;*   + *Employment (temporary / permanent);*   + *National savings made from import reduction of gas/export gains;*   + *Households which could be supplied with the energy generated by the project;*   + *Cost of electricity generated with environmental externalities for each subproject;* | *31 March 2032*  *(15 months after project completion)* |

|  |
| --- |
|  |

1. Information required three years after the Project Completion Report

The Promoter shall deliver to the Bank the following information three years after the project completion report at the latest by the deadline indicated below.

|  |  |
| --- | --- |
| **Document / information** | **Date of delivery to the Bank** |
| * Status of the ESAP and ESMP action items * Dam Safety Audit Reports * Update on the following Monitoring Indicators.   + *Annual electricity generated / sold at company and subproject level;*   + *Power plant unavailability for each subproject;*   + *Employment (temporary / permanent);*   + *National savings made from import reduction of gas/export gains;*   + *Households which could be supplied with the energy generated by the project;*   + *Cost of electricity generated with environmental externalities for each subproject;* | *31 March 2035*  *(51 months after project completion)* |

|  |  |
| --- | --- |
| **Language of reports** | *English* |

**A.1.6 Project fiche for eligible schemes with a cost between EUR 5 m and EUR 50 m**

**PROJECT fiche**(for components with total costs between EUR 5M-50M)

**EPS Green Financing**

**2022-0716**

|  |  |
| --- | --- |
| Scheme Name: | Location: |
| Scheme reference number:  Contact Person:  Contact (e-mail, telephone): | Sector: (e.g., network, solar PV; hydro)  Type & technology: new project/ extension/ rehabilitation; ground-mounted (with trackers/without trackers): new project/ extension/ rehabilitation  Date:  Signature: |

Summary:

|  |  |  |  |
| --- | --- | --- | --- |
| Project investment cost |  | Start of construction |  |
| Loan allocation |  | Expected COD |  |
| Capacity[[8]](#footnote-9) |  | Tariff level |  |
| Annual generation[[9]](#footnote-10) |  | Land occupation (ha) |  |
| Temporary empl. (Person years) |  | ESIA performed? |  |
| Permanent employment (FTE) |  | Procurement regime |  |

1. **Background**

(up to 1 page explanation)

1. **Reasons for undertaking the Project and key objectives.**

(Please refer to the strategic plans to which project is integrated)

1. **Renewable energy policy, market, and regulatory framework**

Where applicable and relevant, updates on the following:

* Overview of renewable energy policy and planned renewable energy expansion.
* Country NDCs under Paris Agreement
* Historical and updated projected electricity demand (peak load in MW and demand in GWh), current and future power shortage and measures to address it. Description of emergency power supplies (capacity, costs, generation, contract duration etc.). Estimates of economic cost of power shortages (value of lost load).
* Current installed capacity, projects under implementation and future development plans. Cost of power generation from current generation and forecast generation costs. Existing and future interconnection projects with neighbouring countries, prices and quantities of electricity imports and exports.
* Existing regulatory regime and proposed changes. Description of present electricity sales tariffs and tariff adjustment mechanisms. Wholesale and retail electricity price forecasts based on relevant scenarios (cost-reflectiveness, political feasibility, evolution of generation capacities…). Quantities of electricity sold at each tariff level. Discussion of tariffs not being cost-reflective and possible measures to address these. Financial performance and credit rating of off-takers.
* Detailed description of the incentive Scheme(s) adopted for renewables electricity generation (e.g. direct agreements, grants, feed-in tariff,). Explanation and legal/regulatory grounds for the tariffs and, if there is any, the (route-to-market) PPA.
* Grid connection rights. Status of grid infrastructure required for an efficient dispatch of the plant.
* Assessment of the effect of the project on electricity supply and demand balance in the local area (reduced transmission losses, grid bottlenecks, etc.).
* Will the projects benefit from State Aid or subsidies (grants, credits, other subsidies)?

1. **Technical description of the project including relevant key dimensions and capacities**
2. Provide technical information on the Scheme including:
   * Installed generating capacity (MWp, MWac at inverters, MWac at point of injection into the grid), number of generating units.
   * Location and maps (plant layout, substation and interconnection, etc).
   * Brief technical description of the major project components, including information about the Balance of Plant (engineering, civil works including foundations, MV grid, roads…), interconnection till the national grid (voltage level of and length of interconnection line, substations, reinforcement of the transmission grid, etc).
   * Details of the main components (manufacturers, tech sheets, etc.) under consideration (WTGs, PV panels, inverters, trackers, BOS, transformers, turbines, etc.).
   * Risks of curtailment of the plant output for technical, network, or market causes.
3. Resources Assessment
   * Information on the on-site measurement campaigns (meteorological data, sensitivity analysis, albedo for bifacial solar PV, etc).
   * Energy resource assessment reports. Consultants responsible of the energy assessments (was an independent resource study carried out?). General methodology & model assumptions. Model calibration, assumed losses, energy output at P50, P75, P90 and P99 levels.
4. **Entity(ies) responsible for project design, construction, and supervision**
5. Project management organisation, responsibility for Implementation (design & engineering, contracting, construction, supervision, commissioning) and for Operation & Maintenance, organisation chart and staffing details, including number and qualifications of personnel. If applicable, selection of Owner Engineer and/or other consultants to supervise and manage the project (incl. E&S aspects), including credentials.
6. Overview of the separation of scope between the Promoter and the main contractors, indicating clearly subdivision of responsibilities among suppliers/contractors and interfaces between one contractor and the other (i.e. showing no overlapping / no gap in responsibilities):
   * For design and implementation (supplier, subcontractors for civil and electrical works, engineering, grid interconnection, owner engineer, social and environmental matters, etc).
   * for operations (O&M contractor, BoP, equipment supplier warranties, asset management, market agent, environmental and social matters, etc).
7. **Investment cost and sources of funds (total, in EUR)**
8. Investment cost:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Development costs (studies, engineering, permits, licenses and authorisations). |  |  |
|  | Works supervision. |  |  |
|  | Main pieces of equipment (turbines, modules, inverters, trackers, etc) – break down into multiple rows if needed. |  |  |
|  | Civil works (foundations, trenches, access roads, internal roads). |  |  |
|  | Balance of Plant (inverters, Electrical BoS, Structural BoS) etc. |  |  |
|  | Plant substation (civil and electrical works). |  |  |
|  | Interconnection to the grid (power line and connection point). |  |  |
|  | Electrical/mechanical equipment (LV/MV underground power lines, switchgears). |  |  |
|  | Fees (development fees, success fees, management fees, etc). |  |  |
|  | Miscellaneous / other costs (please specify) |  |  |
|  | **Sub-total** |  |  |
|  | Technical contingencies (change of scope, etc). |  |  |
|  | Price contingencies, if applicable (e.g. for FX, for inflation), |  |  |
|  | **Sub-total** |  |  |
|  | Land costs. |  |  |
|  | Taxes. |  |  |
|  | Interest during construction, if applicable. |  |  |
|  | **Total** |  |  |

* Assumptions with regard to development costs, technical contingencies, foreign exchange rate, inflation, and interest rates.
* Details of any additional costs imposed by the project if exist.
* Description of inter company (or external) fees, such as management fees, success fees, development fees, purchase fees, etc.
* Main planned overhaul and replacement costs (e.g. inverters, electromechanical parts, hydromechanical parts, etc).

1. Sources of funds and financial structure of the project

|  |  |
| --- | --- |
| Sources of financing (in EUR) |  |
| EIB loan/resources |  |
| Equity |  |
| Other sources (Loans, etc).  Any EU funds? |  |
| Total |  |

1. Expected expenditure schedule (in EUR)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **year** | **…** | **…** | **…** | **n** | **Total** |
| **EUR** |  |  |  |  |  |

1. **Expected technical/ economical lifespan (years)**

Describe maintenance activities, economic life of assets, and major refurbishment or overhauling programmes envisaged.

1. **Implementation period (dates: month, year).**
2. Start:
3. Completion:

Provide implementation schedule.

1. **Authorisation required to implement/operate the project.**

Please provide the name(s) of the authority(ties) issuing the relevant permit(s) and whether or not the authorisation(s) has (have) been issued. If permits are not issued, please indicate the expected date.

1. **Jobs affected by the investment.**

Number of jobs that will be created, secured, or lost as a consequence of the project,

|  |  |  |
| --- | --- | --- |
| 1. during construction (person years): |  |  |
| 1. post construction (operation and maintenance) FTE secured |  |  |

1. **Physical indicators**

Please indicate (quantify) planned physical output/result of the project.

|  |  |
| --- | --- |
| **Indicator** | Values |
| Plant capacity (MWp/MWac, MWac at the point of injection), |  |
| For hydro: reservoir, head, etc. |  |
| Plant availability and losses, including performance factor. |  |
| Electricity production per annum (P-50, P-75, P-90 probabilities). |  |
| Estimated CO2 emissions (avoided emissions for renewable energy) [kg]. |  |

1. **Procurement and contractual arrangements**

Note: Unless decided otherwise by the Bank on case-by-case basis, all International Procurement Procedures will be subject to ex-ante monitoring in line with Annex 2 of the Guide to Procurement, including the review of the main administrative clauses of a tender or pre-qualification and tender documents. If necessary, the Bank will review and organise the publication of, the Procurement Notice in the Official Journal of the European Union (OJEU) on behalf of the Promoter. In addition, the Bank will issue “non-objections” to the pre-qualification and evaluation reports, among others. The full description of the applicable monitoring process for International Procurement Procedures is set in Annex 2 of the Guide to Procurement.

This implies that the corresponding Allocation Request to start the Bank review of the project has to be submitted before the start of the procurement.

1. Provide procurement Plan:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Contracts/ lots name | Type of contract (design, design-build, supply, services) | Tender procedure | Start, end, current stage | Appropriateness of selection and award criteria | Publication (OJEU, national journal) | Contract value | Number and nationality of acceptable bidders | Company awarded (result of bid evaluation process) |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

1. Was it used a public procurement procedure for the Project’s construction and supply contracts? If so, please provide copy of publications and relevant documentation.
2. Does the project benefit from any special or exclusive right arising from a grant made by a competent authority of the country by way of any legislative, regulatory or administrative provision?

Note: where a project benefits of special and exclusive rights as defined in the EIB Guide to Procurement[[10]](#footnote-11) (GtP), the Promoter shall follow public procurement procedure for procuring the works, goods, and services (i.e. international procurement procedures – open or restricted –, with publication in the OJEU, for contracts above 5 MEUR for works and above 400k EUR for goods and services, with EIB monitoring as per Annex 2 of the GtP).

In case the project is benefitting from some rights (grid connection, land, PPA, etc) acquired through direct negotiations outside of an established regulatory framework[[11]](#footnote-12), and private procurement procedures are followed, detailed justification from the Promoter on why the project is not benefitting from special and exclusive rights as defined in the EIB Guide to Procurement.

Private procurement should comply with the provisions of foreseen in the paragraph 3.4.2 of the EIB Guide to Procurement (satisfy the objectives of economy and efficiency, fair and transparent procedures, selected offer must be economically the most advantageous, consultations of at least 3 qualified firms from two different countries, etc).

For all contracts financed by the Bank, contractors and suppliers have to provide the Covenant of Integrity and the E&S Covenant of the EIB Guide to Procurement.

1. Agreements and or previous commitments that could affect to the project procurement, implementation and/or operation. Third-party services for development, implementation, etc.
2. Selection of contractors. Overview of capacity, qualification, and references of main contractors.
3. Main terms and conditions of the main contracts (supply and installation, O&M, grid interconnection, land lease, PPA, TSA, etc), including scope, guarantees (availability, performance, completion dates, warranties, etc), liabilities (caps, sub-caps, liquidated damages, etc) and other commercial terms (price, down-payment, timing, conditions etc).
4. Other relevant contracts required for the project’s implementation and operation, including grid connection agreement/permit with Transmission System Operator, shared infrastructure agreements (e.g. shared transmission infrastructure), etc.
5. **Environmental aspects, including for the associated infrastructure (e.g. interconnection facilities)**
6. Please explain briefly the effects of the project on the environment, during construction and operation.
7. Does the Project have any particular environmental risks or benefits/opportunities?
8. Describe mitigation/compensation measures adopted for design, construction, and operation of the Scheme.
9. Has an environmental assessment been carried out? If yes, summarise the conclusion on impacts and recommended mitigating measures. Attach an electronic copy of the environmental studies – the updated version, as approved by the authorities if applicable (including any complementary studies) and including the results of the public consultations. Provide the administrative decisions for such projects (environmental permit).

Note on the content of an ESIA:

For projects which are subject to an ESIA, as defined by the EIB E&S Standards an ESIA should cover the information required in Annex 2a of the EIB E&S Standard 1, and the corresponding project-specific Environmental and Social Management Plan should cover the information required in the Annex 2b of the EIB E&S Standard 1.

The draft documents should be compliant with the EIB E&S Standards and are expected to be prepared by an international consultant.

Note on projects not subject to an ESIA:

For projects falling under Annex II of the EIA Directive and not subject to an ESIA under national legislation, the Promoter shall provide the information foreseen in Annex 1b of EIB Standard 1, together with its determination on the need of an ESIA following the criteria laid down in Annex 1a the EIB E&S Standard 1.

In particular, the Promoter will procure that an environmental and social assessment, commensurate to the risks and impacts of the investment to ensure that the potential risks and direct, indirect and cumulative impacts to local inhabitants, to the physical and natural environment have been identified. Ιn addition, the environmental and social assessment will include an appropriate mitigation strategy[[12]](#footnote-13), will confirm appropriateness of design, will include operational measures to prevent significant impacts, and will include public consultation/stakeholder engagement with affected people and communities where applicable. The Promoter will also share the corresponding environmental consent with the Bank.

1. Provide conclusions of public consultation (if any) and mitigating measures required by the competent authority.
2. Identify the locations of the nearest sites of nature conservation sites (distance to those sites).

Additionally:

* Does the project have any particular biodiversity impacts notably on critical habitats as defined in EIB E&S Standard 4 (further developed in EIB Guidance on Biodiversity and Ecosystems[[13]](#footnote-14)), or priority/key biodiversity areas or protected species? Provide a project specific Critical Habitat Assessment.
* Does the project have potential or likely significant effects on a nature conservation site (i.e. may have an impact on a nature conservation site)?

In the affirmative cases, please provide information on the relevant assessment (appropriate assessment / critical habitat assessment / etc). Provide a declaration from the competent authority responsible for the monitoring of the nature conservation site confirming that the required assessments have been carried out (if necessary), that the Scheme will have no significant impact on any protected site and that the appropriate mitigation measures have been identified.

1. Confirm that the cumulative impacts of the Scheme with others in the same area have been assessed. If applicable, written confirmations from the environmental authorities that all cumulative environmental impacts have been taken into account for all sites, indicating whether or not further environmental impact assessments are necessary.
2. Any outstanding permit issues/claims/legal cases pending that could delay implementation.

*Note: for all the projects expected under this framework loan, the Bank would expect to receive ESIA reports, permits and other relevant documents available (covering public consultation process, effect of overhead lines on birds and bats, cumulative impact, potential environmental liabilities, mitigation; etc), together with the conditions and additional or specific studies required under the permits:*

* *If applicable, scope and timing of specific studies undertaken (for example, study of the effect of the overhead connection lines on migrating birds might have been required).*
* *List of the environmental impacts of the major components of the projects, including electricity interconnections to the grid (noise, visual impact, danger to birds, effects during construction and operation, etc.). Mitigating, compensating and monitoring measures to be applied. Implementation of environmental management plans.*

1. **Social aspects**
2. Does the project have any particular social issues (involuntary economic and/or physical displacement, impacts on vulnerable groups, labour standards, occupational health, safety and security)? Social impacts may be negative (e.g. from compulsory purchase of property) or positive (e.g. from improvement in housing stock, improved access to municipal services, improvement on quality of life, integration of vulnerable groups, etc.).
3. Public consultation process and involvement of local communities and most vulnerable groups. Stakeholder Engagement Plan to be provided (including Grievance Redress Mechanism).
4. If applicable, please indicate how the resettlement of people will be managed and the impact in terms of affected people and compensation measures.
5. How have gender considerations been incorporated into the preparation of the project? Is the project considered to have positive or negative impacts on gender by virtue of its selection, design, implementation or operation?
6. Land acquisition and expropriation: details of the process, including a table specifying: parcels, land status (e.g. public, private…), current land use, type of agreement sought, status of the agreement, expected finalisation time; need for resettlement/expropriation (if any); rights of way for the interconnection lines.
7. In case of resettlements, provide the Resettlement Action Plan (RAP) and the Livelihood restoration Plan (LRP), where applicable.

*Note: for all the projects expected under this framework loan, the Bank would expect to receive a Stakeholder Engagement Plan and a detailed explanation of the land acquisition process, with the corresponding RAP and/or LRP if applicable*

1. **Operation and maintenance of the facilities:**
2. Organisation in charge of the operation and maintenance of the Scheme.
3. Operating and maintenance costs and available budget for operation and maintenance:

|  |  |
| --- | --- |
| Major components O&M (WTGs, solar modules, inverters, trackers, etc.) – add rows if necessary |  |
| BoP O&M |  |
| Administrative costs (asset management, etc.) |  |
| Control Center, and dispatch |  |
| Insurance |  |
| Other costs, community benefits |  |
| Rent (Land, other) |  |
| Tax |  |
| TOTAL (Annual) |  |

1. **Climate change risks**

Integration of Climate Risk Assessment in the design of the projects. Climate vulnerabilities of the project to be assessed, and adaptation measures foreseen when applicable)[[14]](#footnote-15). The climate risks may include: increase of precipitation which can impact project design (drainage system, erosion, etc.), floods, temperature increase, change in wind conditions, etc. The assessment should use climate projections over the expected lifetime, including, at least, 10-to-30-year climate projections scenarios[[15]](#footnote-16):

1. Has there been a climate risk and vulnerability undertaken for the project? Please outline main results.
2. How will the design and layout of the infrastructure maximise opportunities for building infrastructure resilience (e.g., water and energy efficiency measures, sustainable urban drainage, flood risk)?
3. In the case of extreme weather events what emergency planning has been put in place? Is there a record of past extreme weather events? What are the lessons learnt from the impacts of the past extreme weather events on the infrastructure?

Hydropower projects require a climate change risk assessment (IHA guide) and shall comply with the EIB’s Environmental, Climate and Social Guidelines on Hydropower Development.

1. **Economic and financial aspects**
2. Population served by the Scheme, or other pertinent demand analysis.
3. Discounted electricity production cost (LCOE EUR / MWh)[[16]](#footnote-17)
4. Commercial structure of the project – PPA, support scheme, merchant, etc. Status of offtake contract or access to regulated remuneration. Market studies and market assumptions used to build the business plan of the project. Average revenue per MWh sold.
5. Economic feasibility analysis. Expected financial return. Assumptions and overview of revenue forecast, sensitivity analysis.
6. Will the project benefit from subsidies (grants, credits, other subsidies)? Description if applicable.
7. **For windfarm/solar PV: supply chain due diligence**

The initial set of safeguards is described in this Project Fiche (minimum set of requirements).

Further safeguards can be required by the Bank during the review process of the project and/or be included in the Allocation Letter, reflecting the Bank’s approach at that moment.

**In case of public procurement, the Promoter shall (initial set of requirements):**

* Ensure that the human rights requirements are put forward to contractors, subcontractors and their suppliers and implemented diligently throughout the project implementation.
* Assess and evaluate the risk of forced labour in the supply chain of the solar PV modules that will be procured for the Project in a manner appropriate to the risk and to EIB’s satisfaction.
* Specific requirements to be agreed with the EIB and to be included in the tender documents for the EPC contract of the solar plant, relating among others to code of ethics and conduct of contractors and suppliers, representations, and warranties to be provided, etc.
* This shall be ensured through several actions, including but not limited to:
  + Building awareness during the tender process on both the EIB and DGPC’s E&S standards;
  + Representations and warranties to be included in the tender documents e.g., WB’s declarations on forced labour in the supply chains. The exact set of requirements shall be agreed with the EIB and with the support of the implementation consultant if applicable[[17]](#footnote-18))
  + Development of specific E&S requirements for the Bidders to present a risk assessment and management approach regarding the risk of forced labour in the supply chain in an appropriate manner (e.g., suppliers’ qualification, contractual requirements, possibility of factory audits, etc). Include this requirement in the E&S qualification and evaluation criteria of the tender.
  + Include the requirement in the tender documentation that the successful Bidder will be required during the design stage to demonstrate an appropriate supply chain mapping down to the polysilicon level (identifying designated suppliers, factories and locations for modules, cells, wafers, ingots and polysilicon), in accordance with the requirements of the Lenders and the declarations submitted.
  + In case a high risk of forced labour is identified in the supply chain, the contractor will be required to present an appropriate methodology on how the identified risks will be mitigated (e.g., through independent third-party labour audits). Should this be unsatisfactory, the contractor will be asked to change the supplier.

*Notify the EIB for any incompliance or limitation on this regard.*

**Guidance on the specific Supply Chain Due Diligence on the PV modules of the project, including initial set of minimum requirements.**

The due diligence report should address two areas:

**a) Due Diligence on the solar PV modules supplier(s)**

First, for each supplier, the Promoter should clearly describe the management systems that these suppliers have in place. It should describe the internal policies and procedures regarding their respective commitments to human rights, and avoidance of forced labour in their supply chains. This part of the due diligence should look into the same aspects as the ones that were outlined in the section (1) above on management systems (policies, management systems, certifications – e.g. SA 8000 -, procurement, contractual clauses, cascading, accountability, audit rights, etc).

**b) Due Diligence on the solar PV modules supply chain(s)**

Secondly, the report should provide details of how each supplier identifies and manages this risk of forced labour specifically, providing details of the investigation and analysis performed to identify and analyze the supply chain of those panels that will be used for the project. This should cover, among others, the traceability that could be achieved, the companies and factories identified in the supply chain, the policies and processes of the identified companies involved throughout the supply chain, etc. The efforts can be oriented first towards the supply chain of the silica-based components.

Such specific DD should cover:

1. Supply chain mapping for the solar PV panels that will be used for the project:
   1. The first step is to undertake mapping of the supply chain of solar panels from upstream raw material to downstream module manufacturer, and assess if there are risks of forced labour (e.g. ILO Forced Labor Indicators). List and locations of suppliers and sub-suppliers factories involved in the supply chain of the panels used for the project - in particular for the silica-based components.

***The initial minimum requirements are the following****:*

The Promoter shall obtain a supply chain mapping / declarations of origin of the PV modules and its silica-based components down to the lower tiers of the supply chain, reaching at least the level of the polysilicon or even silicon metal if possible) issued, signed, and dated by the supplier of the PV modules of the project.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of supplier |  |  |  |  |
| **Tier** | **Raw material** | **Supplier** | **Description** | **Factor Location (Region, Country** |
| 1 | Silicon Metal |  |  |  |
| 2 | Polysilicon |  |  |  |
| 3 | Ingot |  |  |  |
| 4 | Wafer |  |  |  |
| 5 | Cell |  |  |  |
| 6 | PV module |  |  |  |

In addition, the Promoter shall:

* Seek to obtain further assessments, such as traceability audits, labour audits, etc. providing comfort regarding the traceability and the absence of forced labour.
* Investigate with the supplier the possibility to received bills of materials of the modules produced for the project, confirming the compliance of the components entering into the manufacturing supply chain with the supply chain mapping provided initially.
* Investigate the possibility to have third-party auditing/verifying the information provided in the bill of materials.
  1. Detail the level of comfort/evidence that the suppliers can provide regarding the traceability and the origin of the material entering into the fabrication of the PV modules of the project (suppliers and factories – including geographical locations), in particular for the silica-based components. Details on traceability protocols and audits.

1. Risk assessment for all tiers of the supply chain. Review of human right policies and managements systems for the suppliers and sub-suppliers identified in the supply chain mapping, to evaluate if they are aligned with the Promoter’s human rights commitments, particularly in relation to forced labour, especially in the lower tiers of the supply chain of the silica-based components (e.g. mining and refining of quartz into silicon metal and polysilicon).
2. Monitoring of workplaces / labour audits: results of labour audits undertaken at the level of sub-suppliers’ manufacturing/processing facilities (e.g independent audits) throughout the supply chain, in particular for the silica-based components.

The results should clearly indicate the residual risk for those panels used in the project (e.g. limited mapping / lack of traceability beyond a certain point, impossibility to perform audits in certain identified factories, sub-suppliers with non-aligned policies or management systems, etc).

Based on this analysis, the Promoter should describe the actions, under implementation or planned, to further reduce this risk for the supplies.

1. **Overall conclusions and recommendations**

Place:

Date:

Promoter:

Responsible person:

Schedule B

* 1. Definition of Relevant Interbank Rate

"**EURIBOR**" means:

1. in respect of a relevant period of less than one month, the Screen Rate (as defined below) for a term of one month;
2. 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
3. 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:

* 1. "**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
  2. "**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.

Schedule C

* 1. 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 European Investment Bank and Borrower dated [⚫], 2024 (the "Finance Contract") |

|  |  |  |
| --- | --- | --- |
|  | Contract Number FI 95.884 | Operation Number 2022-0716 |

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, 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

|  |
| --- |
| Scheduled Disbursement Date: |
| Currency of Tranche: |
| Amount of Tranche: |
|  |
|  |

PRINCIPAL

|  |
| --- |
| Repayment periodicity: |
| Terms for repayment of principal: |
| First Repayment Date: |
| Last Repayment Date: |
| Repayment Dates:  Single Repayment Date: |

INTEREST

|  |
| --- |
| Interest payment periodicity: |
| First interest Payment Date: |
| Payment Dates:   |  | | --- | | Interest Revision / Conversion Date: | |

COMMENTS[[18]](#footnote-19):

|  |
| --- |
| APPLICABLE RATE |
| Interest Rate basis: |
| Rate applicable until: |
| Fixed Rate: |
| Spread: |
| Relevant Interbank Rate: |
|  |
|  |
|  |
|  |

If not duly accepted by the above stated time, the offer contained in this document shall be deemed to have been refused and shall automatically lapse.

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:

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: ……………………………………………..…………………………….........................

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

Payment details to be provided: …………………………………………………………………….......................

Schedule D

* 1. 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.

* + 1. 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:

1. 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
2. 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, semi-annually or 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.

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 (one) Business Day prior to sending by the Bank of an Interest Revision/Conversion.

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.

* + 1. 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.

* + 1. 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.

Schedule E

* 1. Certificates to be Provided by the Borrower

Form of Certificate from Borrower (Article 1.4.D)

|  |  |  |
| --- | --- | --- |
| From: | The Republic of Serbia | |
| To: | European Investment Bank | |
| Date: |  | |
| Subject: | Finance Contract between European Investment Bank and the Republic of Serbia dated [⚫], 2024 (the "Finance Contract") | |
|  | Contract Number FI N° 95.884 | Operation Number 2022-0716 |

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:

1. no security of the type prohibited under Article 7.1 has been created or is in existence;
2. 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;
3. we have sufficient funds available to ensure the timely completion and implementation of the Project in accordance with Schedule A.1;
4. 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;
5. 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;
6. the representations and warranties to be made or repeated by us under Article 6.12 are true in all respects;
7. no Material Adverse Change has occurred, as compared with the situation at the date of the Finance Contract, and
8. 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 the Republic of Serbia

1. <http://www.eib.org/about/compliance/tax-good-governance/index.htm?f=search&media=search> [↑](#footnote-ref-2)
2. <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. [↑](#footnote-ref-3)
3. As per the latest version available on the Bank’s web-site (https://www.eib.org/en/publications/environmental-climate-and-social-guidelines-on-hydropower-development) [↑](#footnote-ref-4)
4. As per the document available on the Bank’s web-site (https://www.eib.org/en/publications/the-eib-group-climate-bank-roadmap) [↑](#footnote-ref-5)
5. As provided by the following link: https://cdn.prod.website-files.com/64f9d0036cb97160cc26feba/64f9d0036cb97160cc270fd6\_hydropower\_sector\_climate\_resilience\_guide.pdf [↑](#footnote-ref-6)
6. https://www.eib.org/en/publications/20240132-guide-to-procurement-for-projects-financed-by-the-eib [↑](#footnote-ref-7)
7. [The EIB Group Environmental and Social Policy](https://www.eib.org/en/publications/eib-group-environmental-and-social-policy) and [European Investment Bank Environmental and Social Standards (eib.org)](https://www.eib.org/en/publications/eib-environmental-and-social-standards) [↑](#footnote-ref-8)
8. For Solar PV, indicate both MWp and MWac at the Point of Injection into the grid [↑](#footnote-ref-9)
9. P50 for solar PV, P75 for hydro [↑](#footnote-ref-10)
10. <https://www.eib.org/en/publications/guide-to-procurement> [↑](#footnote-ref-11)
11. Those rights were not granted on the basis of objective, proportionate and non-discriminatory criteria that allow any interested part fulfilling these criteria to enjoy these rights. [↑](#footnote-ref-12)
12. The mitigation strategy will be based on the hierarchy of avoidance, minimisation, mitigation, restoration and compensation measures. [↑](#footnote-ref-13)
13. <https://www.eib.org/en/publications/guidance-note-on-biodiversity-and-ecosystems> [↑](#footnote-ref-14)
14. See for example the [European commission Technical guidance on the climate proofing of infrastructure](https://ec.europa.eu/clima/sites/default/files/adaptation/what/docs/climate_proofing_guidance_en.pdf), [EUFIWACC](https://www.eib.org/attachments/press/integrating-climate-change-adaptation-in-project-development.pdf) guide or the [European Commission non paper guidelines](https://climate-adapt.eea.europa.eu/metadata/guidances/non-paper-guidelines-for-project-managers-making-vulnerable-investments-climate-resilient/guidelines-for-project-managers.pdf) [↑](#footnote-ref-15)
15. As spelled out in the delegated act for climate mitigation of the EU Taxonomy for Sustainable Finance, which also spells out the scope of the Climate Risk and Vulnerability Assessment (CRVA) (DNSH criteria for adaptation) – Annex 1 Appendix 1 (<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=PI_COM:C(2021)2800>) [↑](#footnote-ref-16)
16. Net present value of the CAPEX and OPEX over 20 years, divided by the net present value of the expected output in EUR/MWh. [↑](#footnote-ref-17)
17. See for example the corresponding requirements from the World Bank (<https://www.worldbank.org/en/projects-operations/products-and-services/procurement-projects-programs>) and the specific note (<https://thedocs.worldbank.org/en/doc/0dc2d3635eb75d5371cab93a3873ad02-0290032022/original/Forced-Labor-Solar-Declarations-and-provisions-for-Procurement-Documents-ext-1.pdf>) [↑](#footnote-ref-18)
18. [↑](#footnote-ref-19)