

**ZAKON O RATIFIKACIJI
UGOVORA O PREUZIMANJU ZAJMOVA, KREDITA, NOVČANIH
POMOĆI
I DODATAK UGOVORU IZMEĐU MEĐUNARODNE BANKE ZA
OBNOVU I RAZVOJ I MEĐUNARODNE ASOCIJACIJE ZA RAZVOJ I
REPUBLIKE CRNE GORE I REPUBLIKE SRBIJE**

Član 1

Ratifikuje se Ugovor o preuzimanju zajmova, kredita, novčanih pomoći i dodatak ugovoru, između Međunarodne banke za obnovu i razvoj i Međunarodne asocijacije za razvoj i Republike Crne Gore i Republike Srbije, potpisan 18. januara 2007. godine u Vašingtonu, SAD, u originalu na engleskom jeziku.

Član 2

Tekst Ugovora u originalu na engleskom jeziku i prevod na jeziku koji je u službenoj upotrebi u Crnoj Gori glasi:

**IBRD LOAN NUMBER 70890 MOT
IBRD LOAN NUMBER 70900 MOT
IBRD LOAN NUMBER 70910 MOT
IDA CREDIT NUMBER A 36510 YF
IDA CREDIT NUMBER 3651A MOT
IDA CREDIT NUMBER 37050 MOT
IDA CREDIT NUMBER 37080 MOT
IDA CREDIT NUMBER 36930 YF
IDA CREDIT NUMBER 36930A MOT
IDA CREDIT NUMBER 38230 MOT
IDA CREDIT NUMBER 39180 MOT
IDA CREDIT NUMBER 39190 MOT
IDA CREDIT NUMBER 39830 MOT
IDA CREDIT NUMBER 40480 MOT
GRANT NUMBER TF 053868
GRANT NUMBER TF 054911
GRANT NUMBER TF 055474
GRANT NUMBER TF 056543**

Loans, Credits, and Grants Assumption and Amendment Agreement

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

AND INTERNATIONAL DEVELOPMENT ASSOCIATION

and

REPUBLIC OF MONTENEGRO

and

REPUBLIC OF SERBIA

Dated January 18, 2007

IBRD LOAN NUMBER 70890 MOT
IBRD LOAN NUMBER 70900 MOT
IBRD LOAN NUMBER 70910 MOT
IDA CREDIT NUMBER A 36510 YF
IDA CREDIT NUMBER 3651A MOT
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GRANT NUMBER TF 053868
GRANT NUMBER TF 054911
GRANT NUMBER TF 055474
GRANT NUMBER TF 056543

LOANS, CREDITS, AND GRANTS ASSUMPTION AND AMENDMENT AGREEMENT

AGREEMENT dated January 18, 2007, among the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“IBRD”), INTERNATIONAL DEVELOPMENT ASSOCIATION (“IDA”) (jointly “Bank”), the REPUBLIC OF MONTENEGRO, and the REPUBLIC OF SERBIA.

WHEREAS (A) by the Loan Agreement between the IBRD and the Federal Republic of Yugoslavia (“FRY”), now the Republic of Serbia, dated December 17, 2001, the IBRD made to the Republic of Serbia a loan in the amount of fifty nine million eleven thousand two hundred and thirty-six euro and fifty-eight cents (€59,011,236.58), Loan No. 7089 YF (Consolidation Loan D);

(B) by the Loan Agreement between the IBRD and FRY, now the Republic of Serbia, dated December 17, 2001, the IBRD made to the Republic of Serbia a loan in the amount of one hundred forty three million six hundred eighty two thousand three hundred and forty-three euro and nineteen cents (€143,682,343.19), Loan No. 7090 YF (Consolidation Loan E);

(C) by the Loan Agreement between the IBRD and FRY, now the Republic of Serbia, dated December 17, 2001, the IBRD made to the Republic of Serbia a loan in the amount of sixty seven million two hundred eighty five thousand four hundred and eighty-five euro and one cent (€67,285,485.01), Loan No. 7091 YF (Consolidation Loan F);

(D) by the Development Credit Agreement between IDA and FRY, now the Republic of Serbia, dated June 14, 2002, IDA made to the Republic of Serbia a credit in the amount in various currencies equivalent to five million five hundred thousand Special Drawing Rights (SDR 5,500,000), Credit No. 3651 YF, to assist in financing the Trade and Transport Facilitation in Southeast Europe Project, with eight hundred fifty thousand Special Drawing Rights (SDR 850,000) allocated for the benefit of the Republic of Montenegro;

(E) by the Development Credit Agreement between IDA and FRY, now the Republic of Serbia, dated September 4, 2002, IDA made to the Republic of Serbia a credit in the amount in

various currencies equivalent to eleven million nine hundred thousand Special Drawing Rights (SDR 11,900,000), Credit No. 3705 YF, to assist in financing the Structural Adjustment Credit (Republic of Montenegro);

(F) by the Development Credit Agreement between IDA and FRY, now the Republic of Serbia, dated September 4, 2002, IDA made to the Republic of Serbia a credit in the amount in various currencies equivalent to three million eight hundred thousand Special Drawing Rights (SDR 3,800,000), Credit No. 3708 YF, to assist in financing the Emergency Stabilization of Electricity Supply in the Republic of Montenegro Project;

(G) by the Development Credit Agreement between IDA and FRY, now the Republic of Serbia, dated October 31, 2002, IDA made to the Republic of Serbia a credit in the amount in various currencies equivalent to nine million one hundred thousand Special Drawing Rights (SDR 9,100,000), Credit No. 3693 YF, to assist in financing the Export Finance Facilitation Project, with the credit amount in various currencies equivalent to seven hundred fifty-four thousand seven hundred and sixty three Special Drawing Rights (SDR 754,763) allocated for the benefit of the Republic of Montenegro;

(H) by the Development Credit Agreement between IDA and Serbia and Montenegro ("SaM"), now the Republic of Serbia, dated October 13, 2003, amended on March 9, 2005, IDA made to the Republic of Serbia a credit in the amount in various currencies equivalent to five million Special Drawing Rights (SDR 5,000,000), Credit No. 3823 YF, to assist in financing the Montenegro Environmentally Sensitive Tourist Areas Project;

(I) by the Development Credit Agreement between IDA and SaM, now the Republic of Serbia, dated September June 11, 2004, IDA made to the Republic of Serbia a credit in the amount in various currencies equivalent to four million nine hundred thousand Special Drawing Rights (SDR 4,900,000), Credit No. 3918 YF, to assist in financing the Montenegro Health System Improvement Project;

(J) by the Development Credit Agreement between IDA and SaM, now the Republic of Serbia, dated June 11, 2004, IDA made to the Republic of Serbia a credit in the amount in various currencies equivalent to three million five hundred thousand Special Drawing Rights (SDR 3,500,000), Credit No. 3919 YF, to assist in financing the Montenegro Pensions System Administration Investment Project;

(K) by the Development Credit Agreement between IDA and SaM, now the Republic of Serbia, dated October 8, 2004, IDA made to the Republic of Serbia a credit in the amount in various currencies equivalent to twelve million three hundred thousand Special Drawing Rights (SDR 12,300,000), Credit No. 3983 YF, to assist in financing the Second Structural Adjustment Credit (Republic of Montenegro);

(L) by the Development Credit Agreement between IDA and SaM, now the Republic of Serbia, dated April 25, 2005, IDA made to the Republic of Serbia a credit in the amount in various currencies equivalent to three million three hundred thousand Special Drawing Rights (SDR 3,300,000), Credit No. 4048 YF, to assist in financing the Montenegro Education Reform Project;

(M) by the Letter Agreement between the IBRD, acting as an Implementing Agency of the Global Environmental Facility, and SaM, now the Republic of Serbia, dated July 27, 2004, the IBRD made to the Republic of Serbia a grant in an amount not exceeding one hundred seventy five thousand US dollars (US\$175,000), GEF-PPG Number TF 053868, to assist in financing the preparation of the Lake Shkoder Integrated Ecosystem Management Project;

(N) by the Letter Agreement between the IBRD and SaM, now the Republic of Serbia, dated March 29, 2005, the IBRD made to the Republic of Serbia a grant in an amount not exceeding two hundred forty-eight thousand US dollars (US\$248,000), IDF Grant No. TF 054911, to assist in financing the Institutional Strengthening of Governance in Internal Audit and Internal Control of the Central Bank of Montenegro;

(O) by the Letter Agreement between the Bank, acting as the administrator of grant funds provided by the Canadian International Development Agency, and SaM, now the Republic of Serbia, dated May 23, 2006, the Bank made to the Republic of Serbia a grant in an amount not exceeding three hundred twelve thousand two hundred US dollars (US\$312,200), Grant No. TF 055474, to assist in financing the activities associated with the Montenegro Health System Improvement Project;

(P) by the Letter Agreement between the IBRD, acting as Implementing Agency of the Global Environmental Facility, and SaM, now and the Republic of Serbia, dated April 13, 2006, the IBRD made to the Republic of Serbia a grant in an amount not exceeding three hundred fifty thousand US dollars (US\$350,000), GEF-PPG TF 056543, to assist in financing the preparation of the Tara and Lim River Basin Watershed Management Project;

(Q) following the May 21, 2006 referendum in the Republic of Montenegro, on June 3, 2006, the Republic of Montenegro declared independence, and on June 5, 2006, the Republic of Serbia declared that it is the continuation of Serbia and Montenegro;

(R) by a joint letter of July 10, 2006, the Republic of Serbia and the Republic of Montenegro informed the Bank that on July 10, 2006, they entered into an agreement regarding membership in international financial organizations, and the allocation of assets and liabilities between them, and confirmed that both republics were fully committed to an uninterrupted and timely debt service of all debt obligations to the Bank;

(S) by a letter of July 17, 2006, the Republic of Montenegro applied for membership in the IBRD and IDA;

(T) by a letter of August 7, 2006, the Bank: (i) accepted the Republic of Serbia as the continuation of its member Serbia and Montenegro in the IBRD and IDA, with all the rights and obligations arising from Serbia and Montenegro's membership; (ii) took note of the July 10, 2006 agreement between the Republic of Serbia and the Republic of Montenegro; (iii) indicated that the Bank, the Republic of Serbia and the Republic of Montenegro will need to agree on the allocation of IBRD and IDA debt in the context of the Republic of Montenegro's admission to membership in the World Bank Group; and (iv) welcomed the confirmation of the commitment by both the Republic of Serbia and the Republic of Montenegro to future uninterrupted and timely service of all debt obligations to the World Bank Group, expressed in the July 10, 2006 letter;

(U) on October 26, 2006, the Parliament of the Republic of Montenegro adopted the Law on the Membership of the Republic of Montenegro in the International Monetary Fund and Other International Financial Institutions, which was approved by the President of the Republic of Montenegro on October 31, 2006, published in the Official Gazette of the Republic, No. 66/06 on November 3, 2006, and entered into effect on November 11, 2006.

(V) on December 29, 2006, the IBRD Board of Governors adopted Resolution No. 582 entitled "Membership of the Republic of Montenegro," and the IDA Board of Governors adopted Resolution No. 214 entitled "Membership of the Republic of Montenegro"; and

(W) on January 18, 2007, the Republic of Montenegro, having fulfilled the prerequisites of membership, became a member of the IBRD and IDA by signing the IBRD Articles of Agreement and the IDA Articles of Agreement.

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

Definitions

Section 1.01. Wherever used in this Assumption Agreement, unless the context otherwise requires, the terms defined in the Preamble to this Assumption Agreement shall have the respective meanings therein set forth and the following additional terms shall have the following meanings:

(a) “Assumed Development Credit Agreements” means the agreements referred to in clauses (E) through (L) in the Preamble to this Assumption Agreement, as amended, and such term includes all the conditions, guidelines, appendices, schedules and agreements supplemental to the Assumed Development Credit Agreements;

(b) “Assumed Grant Agreements” means the agreements referred to in clauses (M) through (P) in the Preamble to this Assumption Agreement, as amended, and such term includes all the conditions, guidelines, appendices, schedules and agreements supplemental to the Assumed Grant Agreements,

(c) “Assumed Legal Agreements” means, collectively, the Assumed Loan Agreements, the Assumed Development Credit Agreements, and the Assumed Grant Agreements; and

(d) “Assumed Loan Agreements” means the agreements referred to in clauses (A) through (C) in the Preamble to this Assumption Agreement, as amended, and such term includes all the conditions, guidelines, appendices, schedules and agreements supplemental to the Assumed Loan Agreements.

ARTICLE II

Assumption and Amendment

Section 2.01. (a) Subject to paragraph (b) of this Section 2.01, the Republic of Montenegro hereby accepts the rights and benefits, and assumes the obligations, of the Republic of Serbia set forth or referred to in the Assumed Legal Agreements, including the obligation to make payment of principal, interest, service, and other charges, and to carry out of the activities set forth or referred to in the Assumed Legal Agreements.

(b) With respect to the Development Credit Agreement related to the Export Finance Facilitation Project, referred to in clause (G) in the Preamble to this Assumption Agreement, the parties hereto acknowledge, confirm, and agree that the assumption by the Republic of Montenegro of the obligations referred to in paragraph (a) of this Section 2.01, including the obligations to make payment of principal, service, and other charges shall be limited to the credit amount in various currencies equivalent to seven hundred fifty-four thousand seven hundred and sixty-three Special Drawing Rights (SDR 754,763), allocated and withdrawn for the

benefit of the Republic of Montenegro. The amortization schedule for the repayment of the principal amount of the credit by the Republic of Montenegro and the Republic of Serbia is set forth in the Annex to this Agreement.

Section 2.02. The Republic of Serbia hereby acknowledges and accepts the assumption by the Republic of Montenegro of the rights and obligations referred to in Section 2.01 of this Assumption Agreement.

Section 2.03. The Bank hereby acknowledges, confirms, and agrees that the assumption by the Republic of Montenegro of the obligations referred to in Section 2.01 of this Assumption Agreement releases and discharges the Republic of Serbia to such extent of its corresponding obligations under the Assumed Legal Agreements.

Section 2.04. All actions taken, rights acquired or obligations incurred under the Legal Agreements by the Republic of Serbia shall be valid and binding upon the Republic of Montenegro.

Section 2.05. Without prejudice to any rights or obligations that may have arisen between the Republic of Serbia and the Republic of Montenegro under the subsidiary agreements related to the Assumed Legal Agreements prior to the date of effectiveness of this Assumption Agreement, upon the effectiveness of this Assumption Agreement, the obligation set forth in the Assumed Legal Agreements to enter and maintain such subsidiary agreements shall be deemed to be terminated, and the Republic of Montenegro and the Republic Serbia may enter, as they deem necessary and appropriate, into further agreements regulating their relationship under such subsidiary agreements.

Section 2.06. The Development Credit Agreement related to the Trade and Transport Facilitation in Southeast Europe Project and referred to in the Whereas clause (D) to the Preamble to this Assumption Agreement is hereby amended with respect to the Republic of Serbia, and assumed in part by the Republic of Montenegro, and the rights and obligations set forth herein are hereby divided between the Republic of Montenegro and the Republic of Serbia, all as set forth in Schedule 1 to this Assumption Agreement with respect to the Republic of Serbia, and as set forth in Schedule 2 to this Assumption Agreement with respect to the Republic of Montenegro.

ARTICLE III

Representative of the Republic of Montenegro; Address

Section 3.01. With respect to the Assumed Legal Agreements, the representative of the Republic of Montenegro shall be the Minister of Finance of the Republic of Montenegro.

Section 3.02. The following address is specified for the purposes of notices and requests under the Assumed Legal Agreements:

Ministry of Finance
Stanka Dragojevicica 2
Podgorica 81000
Republic of Montenegro

ARTICLE IV

Effectiveness

Section 4.01. The following event is specified as a condition to the effectiveness of this Assumption Agreement, namely the receipt by the Bank of a satisfactory legal opinion from the Republic of Montenegro: (a) to the effect that the execution and delivery of the Assumption Agreement by the Republic of Montenegro have been duly authorized or ratified under the laws of the Republic of Montenegro; (b) concluding that the Assumption Agreement is valid and binding on the Republic of Montenegro in accordance with its terms; and (c) accompanied by evidence of the foregoing satisfactory to the Bank.

Section 4.02. Except as the Bank, the Republic of Montenegro and the Republic of Serbia shall otherwise agree, this Assumption Agreement shall enter into effect on the date on which the Bank dispatches to the Republic of Montenegro and the Republic of Serbia a notice of its acceptance of the legal opinion and accompanying evidence referred to in Section 4.01 of this Assumption Agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Assumption Agreement to be signed in their respective names in Washington, DC, United States of America, as of the day and year first above written.

**INTERNATIONAL BANK FOR RECONSTRUCTION AND
DEVELOPMENT**

INTERNATIONAL DEVELOPMENT ASSOCIATION

By Shigeo Katsu
Regional Vice President
Authorized Representative

REPUBLIC OF MONTENEGRO

By Igor Lukšić
Minister of Finance
Authorized Representative

REPUBLIC OF SERBIA

By Ivan Vujačić
Ambassador of the Republic of Serbia in the USA
Authorized Representative

ANNEX

**Amortization Schedule for the
Serbia Export Finance Facilitation Project Credit**

<u>Principal Payment Date</u>	<u>Principal Amount of the Credit Expressed in SDR</u>
On each August 15 and February 15	
beginning August 15, 2012	
through February 15, 2022	417,261.85

**Amortization Schedule for the
Montenegro Export Finance Facilitation Project Credit**

<u>Principal Payment Date</u>	<u>Principal Amount of the Credit Expressed in SDR</u>
On each August 15 and February 15	
beginning August 15, 2012	
through February 15, 2022	37,738.15

IBRD BROJ ZAJMA70890 MOT
IBRD BROJ ZAJMA70900 MOT
IBRD BROJ ZAJMA70910 MOT
IDA BROJ KREDITA 36510 YF
IDA BROJ KREDITA 3651A MOT
IDA BROJ KREDITA 37050 MOT
IDA BROJ KREDITA 37080 MOT
IDA BROJ KREDITA 36930 YF
IDA BROJ KREDITA 36930A MOT
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IDA BROJ KREDITA 40480 MOT
GRANT BROJ TF 053868
GRANT BROJ TF 054911
GRANT BROJ TF 055474
GRANT BROJ TF 056543

**Ugovor o preuzimanju zajmova, kredita,
novčanih pomoći i
dodatak ugovoru
između**

MEĐUNARODNE BANKE ZA REKONSTRUKCIJU I RAZVOJ

I MEĐUNARODNE ASOCIJACIJE ZA RAZVOJ

i

REPUBLIKE CRNE GORE

i

REPUBLIKE SRBIJE

od dana 18. januara 2007.

IBRD BROJ ZAJMA70890 MOT
IBRD BROJ ZAJMA70900 MOT
IBRD BROJ ZAJMA70910 MOT
IDA BROJ KREDITA 36510 YF
IDA BROJ KREDITA 3651A MOT
IDA BROJ KREDITA 37050 MOT
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GRANT BROJ TF 053868
GRANT BROJ TF 054911
GRANT BROJ TF 055474
GRANT BROJ TF 056543

UGOVOR O PREUZIMANJU ZAJMOVA, KREDITA I NOVČANIH POMOĆI I DODATAK UGOVORU

UGOVOR zaključen 18. januara 2007. između MEĐUNARODNE BANKE ZA REKONSTRUKCIJU I RAZVOJ ("IBRD"), MEĐUNARODNE ASOCIJACIJE ZA RAZVOJ ("IDA") (u daljem tekstu zajednički "Banka"), REPUBLIKE CRNE GORE i REPUBLIKE SRBIJE.

IMAJUĆI U VIDU (A) da je Ugovorom o zajmu između IBRD i Savezne Republike Jugoslavije ("SRJ"), sada Republike Srbije, zaključenim dana 17. decembra 2001 godine, IBRD Republici Srbiji odobrila kredit u iznosu od pedeset devet miliona jedanaest hiljada dvije stotine trideset šest eura i pedeset osam centi (€ 59.011.236,58), Zajam br. 7089 YF (konsolidovani zajam D);

(B) da je Ugovorom o zajmu između IBRD i SRJ, sada Republike Srbije, zaključenim dana 17. decembra 2001. godine, IBRD odobrila Republici Srbiji zajam u iznosu od jednu stotinu četrdeset tri miliona šest stotina osamdeset dvije hiljade tri stotine četrdeset tri eura i devetnaest centi (€ 143.682.343,19), Zajam br. 7090 YF (konsolidovani zajam E);

(C) da je Ugovorom o zajmu između IBRD i SRJ, sada Republike Srbije, zaključenim dana 17. decembra 2001. godine, IBRD odobrila Republici Srbiji zajam u iznosu od šezdeset sedam miliona dvije stotine osamdeset pet hiljada četiri stotine osamdeset pet eura i jedan cent (€ 67.285.485,01), Zajam br. 7091 YF (konsolidovani zajam F);

(D) da je Ugovorom o Kreditu za razvoj između IDA i SRJ, sada Republike Srbije, zaključenim dana 14. juna 2002. godine, IDA odobrila Republici Srbiji kredit u različitim valutama u vrijednosti jednakoj pet miliona pet stotina hiljada Specijalnih prava vučenja (SPV 5.500.000), Kredit br. 3651 YF u cilju pomoći finansiranja Projekta trgovinskih i transportnih olakšica zemljama

jugoistočne Evrope, od kojih je osam stotina pedeset hiljada Specijalnih prava vučenja (SPV 850.000) dodijeljeno u korist Republike Crne Gore;

(E) da je Ugovorom o Kreditu za razvoj između IDA i SRJ, sada Republike Srbije, zaključenim dana 4. septembra 2002. godine, IDA odobrila Republici Srbiji kredit u različitim valutama u vrijednosti jednakoj jedanaest miliona devet stotina hiljada Specijalnih prava vučenja (SPV 11.900.000), Kredit br. 3705 YF u cilju pomoći finansiranja Kredita za strukturno prilagođavanje (za Republiku Crnu Goru);

(F) da je Ugovorom o Kreditu za Razvoj između IDA i SRJ, sada Republike Srbije, zaključenim dana 4. septembra 2002, IDA odobrila Republici Srbiji kredit u različitim valutama u vrijednosti jednakoj tri miliona osam stotina hiljada Specijalnih prava vučenja (SPV 3.800.000), Kredit br. 3708 YF, u cilju pomoći finansiranja Projekta hitne stabilizacije snabdijevanja električnom energijom Republike Crne Gore;

(G) da je Ugovorom o Kreditu za razvoj između IDA i SRJ, sada Republike Srbije, zaključenim dana 31. oktobra 2002. godine, IDA odobrila Republici Srbiji kredit u različitim valutama u vrijednosti jednakoj devet miliona stotinu hiljada Specijalnih prava vučenja (SPV 9.100.000), Kredit br. 3693 YF, u cilju pomoći finansiranja Projekta finansijske podrške izvozu pri čemu je iznos kredita u različitim valutama u vrijednosti jednakoj sedam stotina pedeset četiri hiljade sedam stotina šezdeset tri Specijalna prava vučenja (SPV 754.763) dodijeljeno u korist Republike Crne Gore;

(H) da je Ugovorom o Kreditu za razvoj između IDA i Srbije i Crne Gore ("SaM"), sada Republike Srbije, zaključenim dana 13. oktobra 2003. godine, dopunjenim dana 9. marta 2005. godine, IDA odobrila Republici Srbiji kredit u različitim valutama u vrijednosti jednakoj pet miliona Specijalnih prava vučenja (SPV 5.000.000), Kredit br. 3823 YF, u cilju pomoći finansiranja Projekta zaštite ekološki osjetljivih turističkih područja Crne Gore;

(I) da je Ugovorom o Kreditu za razvoj između IDA i SaM, sada Republike Srbije, zaključenim dana 11. juna 2004. godine, IDA odobrila Republici Srbiji kredit u različitim valutama u vrijednosti jednakoj četiri miliona devet stotina hiljada Specijalnih prava vučenja (SPV 4.900.000), Kredit br. 3918 YF, u cilju pomoći finansiranja Projekta unaprjeđenja sistema zdravstva Crne Gore;

(J) da je Ugovorom o kreditu za razvoj između IDA i SaM, sada Republike Srbije, zaključenim dana 11.juna 2004. godine, IDA odobrila Republici Srbiji kredit u različitim valutama u vrijednosti jednakoj tri miliona pet stotina hiljada Specijalnih prava vučenja (SPV 3.500.000), Kredit br. 3919 Yf, u cilju pomoći finansiranja Projekta investiranja u sistem penzijske administracije Crne Gore;

(K) da je Ugovorom o kreditu za razvoj između IDA i Sam, sada Republike Srbije, zaključenim dana 8.oktobra 2004. godine, IDA odobrila

Republici Srbiji kredit u različitim valutama u vrijednosti jednakoj dvanaest miliona tri stotine hiljada Specijalnih prava vučenja (SPV 12.300.000), Kredit br. 3983 YF, u cilju pomoći finansiranja drugog Kredita za strukturno prilagođavanje (za Republiku Crnu Goru);

(L) da je Ugovorom o kreditu za razvoj između IDA i Sam, sada Republike Srbije, zaključenim dana 25. aprila 2005. godine, IDA odobrila Republici Srbiji kredit u različitim valutama u vrijednosti jednakoj tri miliona tri stotine hiljada Specijalnih prava vučenja (SPV 3,300,000), Kredit br. 4048 YF, u cilju pomoći finansiranja Projekta Reforme crnogorskog obrazovanja;

(M) da je Ugovornim pismom između IBRD, u svojstvu Izvršne Agencije za globalnu ekološku pomoć, i SaM-a, sada Republike Srbije, zaključenim dana 27. jula 2004. godine, IBRD odobrila Republici Srbiji novčanu pomoć u iznosu ne većem od jedne stotine sedamdeset pet hiljada američkih dolara (US\$ 175.000), GEF-PPG br. TF 053868, u cilju pomoći finansiranja pripreme Projekta integrisanog upravljanja ekosistemom Skadarskog jezera;

(N) da je Ugovornim pismom između IBRD i SaM-a, sada Republike Srbije, zaključenim dana 29. marta 2005. godine, IBRD odobrila Republici Srbiji novčanu pomoć u iznosu ne većem od dvije stotine četrdeset osam hiljada američkih dolara (US\$ 248.000), IDF Novčana pomoć br. TF 054911, u cilju pomoći finansiranja institucionalnog jačanja upravljanja internom revizijom i kontrolom Centralne banke Crne Gore;

(O) da je Ugovornim pismom između Banke u svojstvu izvršioca odobrenih sredstava koje je obezbijedila Kanadska Agencija za međunarodni razvoj, i SaM-a, sada Republike Srbije, zaključenim dana 23. maja 2006. godine, Banka odobrila Republici Srbiji novčanu pomoć u iznosu ne većem od tri stotine dvanaest hiljada američkih dolara (US\$ 312.200), Novčana pomoć br. TF 055474, u cilju pomoći finansiranja aktivnosti u vezi sa Projektom unaprjeđenja sistema zdravstva;

(P) da je Ugovornim pismom između IBRD u svojstvu Izvršne agencije za globalnu ekološku pomoć, i SaM-a, sada Republike Srbije zaključenog dana 13. aprila 2006. godine, IBRD odobrila Republici Srbiji novčanu pomoć u iznosu ne većem od tri stotine hiljada američkih dolara (US\$ 350.000), GEF-PPG TF 056543, u cilju pomoći finansiranja pripreme Projekta Upravljanja razvođem riječnih korita rijeka Tare i Lima;

(Q) da je nakon referenduma u Crnoj Gori održanog 21. maja 2006. godine, Republika Crna Gora proglasila nezavisnost 3. juna 2006. godine, a 5. juna 2006. godine, Republika Srbija proglasila da će postati nasljednik državne zajednice Srbije i Crne Gore;

(R) da su zajedničkim pismom od 10. jula 2006. godine, Republika Srbija i Republika Crna Gora obavijestile Banku da su 10. jula 2006. godine postigle dogovor u vezi sa članstvom u međunarodnim finansijskim organizacijama, kao i međusobnom raspodjelom sredstava i odgovornosti, i potvrdile da su obje

Republike u potpunosti posvećene neprekidnoj službi otplate duga svih dugovnih obaveza prema Banci;

(S) da je pismom od 17. jula 2006. godine, Republika Crna Gora podnijela zahtjev za članstvo u IBRD i IDA;

(T) da je pismom od 7. avgusta 2006 godine, Banka: (i) prihvatila Republiku Srbiju kao nasljednika svog prethodnog člana Srbije i Crne Gore u IBRD i IDA, sa svim pravima i obavezama proisteklim iz članstva Srbije i Crne Gore; (ii) uzela u obzir dogovor između Republike Srbije i Republike Crne Gore od 10. jula; (iii) ukazala na to da će se Banka, Republika Srbija i Republika Crna Gora morati da dogovore o raspodjeli duga prema IBRD i IDA u kontekstu prijema Republike Crne Gore u članstvo Svjetske Banke; i (iv) pozdravila posvećenost i Republike Srbije i Republike Crne Gore budućem neprekidnom i blagovremenom namirivanju svih dugovnih obaveza prema Svjetskoj Banci, iskazanoj u pismu od 10. jula 2006;

(U) da je 26. oktobra 2006. godine, Skupština Republike Crne Gore usvojila Zakon o članstvu Republike Crne Gore u Međunarodnom monetarnom fondu i drugim međunarodnim finansijskim institucijama, koji je odobren od strane Predsjednika Republike Crne Gore 31. oktobra 2006. godine, objavljen u Službenom listu Republike, br. 66/06 3. novembra 2006. godine, i koji je stupio na snagu 11. novembra 2006. godine;

(V) da je 29. decembra 2006. godine, Upravni odbor IBRD usvojio Rezoluciju br. 582 nazvanu "Članstvo Republike Crne Gore" i da je Upravni odbor IDA usvojio Rezoluciju br. 214 nazvanu "Članstvo Republike Crne Gore";
i

(W) da je 18. januara 2007. godine, Republika Crna Gora, ispunivši sve preduslove za članstvo, postala član IBRD i IDA potpisavši odredbe sporazuma sa IBRD i odredbe sporazuma IDA.

STOGA se ugovorne strane ovime obavezuju na sljedeće:

ČLAN I

Definicije

Stav 1.01 Pojmovi koji se koriste u bilo kojem dijelu Ugovora o preuzimanju, osim ako kontekst ne zahtijeva drugačije, imaju ono značenje koje je u preambuli Ugovora o preuzimanju navedeno, a sljedeći izrazi imaju značenje:

(a) "Preuzeti Ugovori o kreditu za razvoj" označavaju ugovore na koje se osvrću odredbe od (E) do (L) u preambuli Ugovora o preuzimanju, kako su izmijenjeni i dopunjeni, i taj pojam uključuje i sve uslove, smjernice, dodatke, priloge i ugovore koji su dodati Preuzetim Ugovorima o kreditu za razvoj;

(b) "Preuzeti ugovori o novčanoj pomoći" označava ugovore na koje se osvrću odredbe od (M) do (P) u preambuli Ugovora o preuzimanju, kako su izmijenjeni i dopunjeni, i taj pojam uključuje i sve uslove, smjernice, dodatke, priloge i ugovore koji su dodati Preuzetim ugovorima o grantovima;

(c) "Preuzeti ugovori" označava, zajednički, preuzete Ugovore o zajmu, preuzete Ugovore o kreditu za razvoj, i preuzete ugovore o novčanoj pomoći;

(d) "Preuzeti ugovori o zajmu" označava ugovore na koje se osvrću odredbe od (A) do (C) u preambuli Ugovora o preuzimanju, kako su izmijenjeni i dopunjeni, i taj pojam uključuje i sve uslove, smjernice, dodatke, priloge i ugovore dodate Preuzetim ugovorima o zajmu.

ČLAN II

Preuzimanje i Dodatak

Stav 2.01. (a) U skladu sa paragrafom (b) stava 2.01, Republika Crna Gora ovim prihvata prava i beneficije i preuzima obaveze Republike Srbije koje su navedene ili na koje upućuju Preuzeti ugovori, uključujući obaveze plaćanja glavnice, kamate, naknade za preuzimanje obaveze i drugih troškova, i da sprovede aktivnosti koje se navode u Preuzetim ugovorima.

(b) U vezi sa Ugovorom o kreditu za razvoj koji se odnosi na Projekat finansijske podrške izvozu, na koji upućuje odredba (G) preambule Ugovora o preuzimanju, ugovorne strane priznaju, potvrđuju i saglasne su da će preuzimanje obaveza Republike Crne Gore navedenih u tački (a) stava 2.01, uključujući obaveze isplate glavnih troškova, naknade za preuzimanje obaveze i drugih troškova, biti limitirano na iznos kredita u različitim valutama u vrijednosti jednako sedam stotina pedeset četiri hiljade sedam stotina šezdeset tri Specijalnih prava vučenja (SPV 754.763) dodijeljenih i povučenih u korist Republike Crne Gore. Plan amortizacije glavnice kreditnog duga od strane Republike Crne Gore i Republike Srbije je naveden u aneksu ovog ugovora.

Stav 2.02. Republika Srbija ovim potvrđuje i saglasna je sa preuzimanjem prava i obaveza Republike Crne Gore navedenih u stavu 2.01 Ugovora o preuzimanju.

Stav 2.03. Banka ovim priznaje, potvrđuje i saglasna je da preuzimanje obaveza Republike Crne Gore navedenih u stavu 2.01. Ugovora o preuzimanju istovremeno razrješava i oslobađa Republiku Srbiju odgovarajućih obaveza iz preuzetih ugovora.

Stav 2.04. Sve preuzete radnje, stečena prava i obaveze nastale za Republiku Srbiju po osnovu odgovarajućih ugovora postaju važeće i obavezujuće za Republiku Crnu Goru.

Stav 2.05. Bez štete po prava i obaveze koje su mogle nastati između Republike Srbije i Republike Crne Gore dopunskim ugovorima koji se tiču preuzetih ugovora prije dana stupanja na snagu Ugovora o preuzimanju, obaveza stupanja i održavanja takvih

dopunskih ugovora navedena u Preuzetim ugovorima, će se smatrati ugašenom po stupanju na snagu Ugovora o preuzimanju.

Stav 2.06. Ugovor o kreditu za razvoj koji se odnosi na Projekat trgovinskih i transportnih olkšica zemljama jugoistočne Evrope naveden u odredbi (D) preambule Ugovora o preuzimanju se ovim izmjenjuje u pogledu Republike Srbije i dijelom preuzima od strane Republike Crne Gore, a predviđena prava i obaveze se ovim dijele između Republike Crne Gore i Republike Srbije, u svemu kao u Dodatku 1 Ugovora o preuzimanju u pogledu Republike Crne Gore i u svemu kao u Dodatku 2 ovog Ugovora o preuzimanju u pogledu Republike Srbije.

ČLAN III

Predstavnik Republike Crne Gore; adresa

Stav 3.01. U vezi sa Preuzetim ugovorima, zastupnik Republike Crne Gore će biti Ministar finansija Republike Crne Gore.

Stav 3.02. Za potrebe slanja obavještenja i zahtjeva u vezi sa Preuzetim ugovorima, navodi se sljedeća adresa:

Ministarstvo finansija
Stanka Dragojevića 2
Podgorica 81000
Republika Crna Gora

ČLAN IV

Stupanje na snagu

Stav 4.01. Sljedeći slučaj se navodi kao uslov stupanja na snagu ovog Ugovora o preuzimanju, i to je dostavljanje Banci zadovoljavajućeg pravnog mišljenja od strane Republike Crne Gore: (a) da su izvršenje i predaja Ugovora o preuzimanju od strane Republike Crne Gore dosljedno ovlašćena ili ratifikovana u skladu sa zakonima Republike Crne Gore; (b) kojim se zaključuje da je Ugovor o preuzimanju važeći i obavezujući za Republiku Crnu Goru u skladu sa njegovim odredbama; i (c) koji je praćen zadovoljavajućim dokazima za Banku o navedenom.

Stav 4.02. Osim ako se Banka, Republika Crna Gora i Republika Srbija ne dogovore drugačije, ovaj Ugovor o preuzimanju će stupiti na snagu istog dana kada Banka dostavi Republici Crnoj Gori i Republici Srbiji obavještenje o prihvatanju pravnog mišljenja i propratnih dokaza navedenih u stavu 4.01 ovog Ugovora o preuzimanju.

POTVRĐUJUĆI NAVEDENO, ugovorne strane su, djelujući preko svojih propisno ovlašćenih zastupnika proizvele potpisivanje Ugovora o preuzimanju u njihovo dotično ime u Vašingtonu DC, SAD, dana i godine koji su gore navedeni.

**MEĐUNARODNA BANKA ZA REKONSTRUKCIJU I RAZVOJ
MEĐUNARODNA ASOCIJACIJA ZA RAZVOJ**

Shigeo Katsu, Regionalni potpredsjednik, s.r.

REPUBLIKA CRNA GORA

Dr Igor Lukšić, Ministar finansija u Vladi RCG, s.r.

REPUBLIKA SRBIJA

Ivan Vujačić, Ambasador Republike Srbije u Sjedinjenim Američkim
Državama, s.r.

ANEKS

Plan amortizacije za kreditiranje projekta finansijske podrške izvozu Srbije

Datum plaćanja glavnog iznosa	Glavni iznos kredita izražen u SPV
Svakog 15. avgusta i 15. februara	
Počev od 15. avgusta 2012.	
Do 15. februara 2022	417.261,85

Plan amortizacije za kreditiranje projekta finansijske podrške izvozu Crne Gore

Datum plaćanja glavnog iznosa	Glavni iznos kredita izražen u SPV
Svakog 15. avgusta i 15. februara	
Počev od 15. avgusta 2012	
Do 15. februara 2022	37.738,15

Član 3

Ovaj zakon stupa na snagu narednog dana od dana objavljivanja u "Službenom listu RCG".