

- 58.** Uredba o ratifikaciji Poroštvene pogodbe med Kraljevino Belgijo, Republiko Bolgarijo, Češko republiko, Kraljevino Dansko, Zvezno republiko Nemčijo, Republiko Estonijo, Irsko, Helensko republiko, Kraljevino Španijo, Francosko republiko, Republiko Hrvaško, Italijansko republiko, Republiko Ciper, Republiko Latvijo, Republiko Litvo, Velikim vojvodstvom Luksemburg, Madžarsko, Republiko Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Republiko Poljsko, Portugalsko republiko, Romunijo, Republiko Slovenijo, Slovaško republiko, Republiko Finsko, Kraljevino Švedsko, Združenim kraljestvom Velika Britanija in Severna Irska in Evropsko investicijsko banko o posojilih, ki jih Evropska investicijska banka da za investicijske projekte v afriških, karibskih in pacifiških državah ter v čezmorskih državah in ozemljih

Na podlagi šestega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08, 108/09, 80/10 – ZUTD in 31/15) izdaja Vlada Republike Slovenije

### UREDBO

**o ratifikaciji Poroštvene pogodbe med Kraljevino Belgijo, Republiko Bolgarijo, Češko republiko, Kraljevino Dansko, Zvezno republiko Nemčijo, Republiko Estonijo, Irsko, Helensko republiko, Kraljevino Španijo, Francosko republiko, Republiko Hrvaško, Italijansko republiko, Republiko Ciper, Republiko Latvijo, Republiko Litvo, Velikim vojvodstvom Luksemburg, Madžarsko, Republiko Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Republiko Poljsko, Portugalsko republiko, Romunijo, Republiko Slovenijo, Slovaško republiko, Republiko Finsko, Kraljevino Švedsko, Združenim kraljestvom Velika Britanija in Severna Irska in Evropsko investicijsko banko o posojilih, ki jih Evropska investicijska banka da za investicijske projekte v afriških, karibskih in pacifiških državah ter v čezmorskih državah in ozemljih**

#### 1. člen

Ratificira se Poroštvena pogodba med Kraljevino Belgijo, Republiko Bolgarijo, Češko republiko, Kraljevino Dansko, Zvezno republiko Nemčijo, Republiko Estonijo, Irsko, Helensko republiko, Kraljevino Španijo, Francosko republiko, Republiko Hrvaško, Italijansko republiko, Republiko Ciper, Republiko Latvijo, Republiko Litvo, Velikim vojvodstvom Luksemburg, Madžarsko, Republiko Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Republiko Poljsko, Portugalsko republiko, Romunijo, Republiko Slovenijo, Slovaško republiko, Republiko Finsko, Kraljevino Švedsko, Združenim kraljestvom Velika Britanija in Severna Irska in Evropsko investicijsko banko o posojilih, ki jih Evropska investicijska banka da za investicijske projekte v afriških, karibskih in pacifiških državah ter v čezmorskih državah in ozemljih, sklenjena v Luxembourggu 29. julija 2015.

#### 2. člen

Besedilo pogodbe se v angleškem jeziku in prevodu v slovenskem jeziku glasi\*:

\* Besedilo pogodbe v francoskem in nemškem jeziku ter priloge 1 – Seznam naslovov za namene 10. člena, 4 – Poroštvena pogodba med državo članico in EIB z dne DD/MM/LL o posojilih, ki jih EIB da iz svojih lastnih sredstev skladno s finančnim protokolom – Polletna informacija med obdobjem 31/12/LL in 30/6/LL v skladu s členom 4.03 poroštvene pogodbe in 5 – Polletna informacija med obdobjem 31/12/LL in 30/6/LL o previdnostnih omejitvah, so na vpogled v Sektorju za mednarodno pravo Ministrstva za zunanje zadeve in Sektorju za mednarodne finančne odnose Ministrstva za finance.

**GUARANTEE AGREEMENT**

between Kingdom of Belgium, Republic of Bulgaria, Czech Republic, Kingdom of Denmark, Federal Republic of Germany, Republic of Estonia, Ireland, Hellenic Republic, Kingdom of Spain, French Republic, Republic of Croatia, Italian Republic, Republic of Cyprus, Republic of Latvia, Republic of Lithuania, Grand Duchy of Luxembourg, Hungary, Republic of Malta, Kingdom of the Netherlands, Republic of Austria, Republic of Poland, Portuguese Republic, Romania, Republic of Slovenia, Slovak Republic, Republic of Finland, Kingdom of Sweden, United Kingdom of Great Britain and Northern Ireland and European Investment Bank

concerning loans to be made by the European Investment Bank in favour of investment projects in the African, Caribbean and Pacific States and in the Overseas Countries and Territories

This Agreement is made between:

KINGDOM OF BELGIUM,  
REPUBLIC OF BULGARIA,  
CZECH REPUBLIC,  
KINGDOM OF DENMARK,  
FEDERAL REPUBLIC OF GERMANY,  
REPUBLIC OF ESTONIA,  
IRELAND,  
HELLENIC REPUBLIC,  
KINGDOM OF SPAIN,  
FRENCH REPUBLIC,  
REPUBLIC OF CROATIA,  
ITALIAN REPUBLIC,  
REPUBLIC OF CYPRUS,  
REPUBLIC OF LATVIA,  
REPUBLIC OF LITHUANIA,  
GRAND DUCHY OF LUXEMBOURG,  
HUNGARY,  
REPUBLIC OF MALTA,  
KINGDOM OF THE NETHERLANDS,  
REPUBLIC OF AUSTRIA,  
REPUBLIC OF POLAND,  
PORTUGUESE REPUBLIC,  
ROMANIA,  
REPUBLIC OF SLOVENIA,  
SLOVAK REPUBLIC,  
REPUBLIC OF FINLAND,  
KINGDOM OF SWEDEN,  
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

acting through the services and ministries indicated in Annex 1 to the present Agreement (the **“Guarantee Agreement”** or **“Guarantee”**) and represented by the signatories listed on the signature pages

(each a **“Guarantor”** and collectively the **“Guarantors”** or **“Member States”**)

and

EUROPEAN INVESTMENT BANK having its seat at 100, boulevard Konrad Adenauer, L-2950 Luxembourg Kirchberg, Grand Duchy of Luxembourg, represented by Mr. Werner Hoyer, President

(the **“Bank”**)

**POROŠTVENA POGODBA**

med Kraljevino Belgijo, Republiko Bolgarijo, Češko republiko, Kraljevino Dansko, Zvezno republiko Nemčijo, Republiko Estonijo, Irsko, Helensko republiko, Kraljevino Španijo, Francosko republiko, Republiko Hrvaško, Italijansko republiko, Republiko Ciper, Republiko Latvijo, Republiko Litvo, Velikim vojvodstvom Luksemburg, Madžarsko, Republiko Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Republiko Poljsko, Portugalsko republiko, Romunijo, Republiko Slovenijo, Slovaško republiko, Republiko Finsko, Kraljevino Švedsko, Združenim kraljestvom Velika Britanija in Severna Irska in Evropsko investicijsko banko

o posojilih, ki jih Evropska investicijska banka da za investicijske projekte v afriških, karibskih in pacifiških državah ter v čezmorskih državah in ozemljih

Ta pogodba je sklenjena med:

KRALJEVINO BELGIJO,  
REPUBLIKO BOLGARIJO,  
ČEŠKO REPUBLIKO,  
KRALJEVINO DANSKO,  
ZVEZNO REPUBLIKO NEMČIJO,  
REPUBLIKO ESTONIJO,  
IRSKO,  
HELENSKO REPUBLIKO,  
KRALJEVINO ŠPANIJO,  
FRANCOSKO REPUBLIKO,  
REPUBLIKO HRVAŠKO,  
ITALIJANSKO REPUBLIKO,  
REPUBLIKO CIPER,  
REPUBLIKO LATVIJO,  
REPUBLIKO LITVO,  
VELIKIM VOJVODSTVOM LUKSEMBURG,  
MADŽARSKO,  
REPUBLIKO MALTO,  
KRALJEVINO NIZOZEMSKO,  
REPUBLIKO AVSTRIJO,  
REPUBLIKO POLJSKO,  
PORTUGALSKO REPUBLIKO,  
ROMUNIJO,  
REPUBLIKO SLOVENIJO,  
SLOVAŠKO REPUBLIKO,  
REPUBLIKO FINSKO,  
KRALJEVINO ŠVEDSKO,  
ZDRUŽENIM KRALJESTVOM VELIKA BRITANIJA IN SEVERNA IRSKA,

ki nastopajo prek služb in ministrstev, naštetih v prilogi 1 k pogodbi (**“poroštvna pogodba”** ali **“poroštvno”**), in jih zastopajo podpisniki, navedeni na podpisnih straneh

(posamezno **“porok”** in skupaj **“poroki”** ali **“države članice”**),

in

EVROPSKO INVESTICIJSKO BANKO s sedežem na 100, boulevard Konrad Adenauer, L-2950 Luxembourg Kirchberg, Veliko vojvodstvo Luksemburg, ki jo zastopa predsednik g. Werner Hoyer

(**“banka”**),

## WHEREAS:

1. The Guarantors undertook certain obligations to act as guarantor in Article 4 of the Internal Agreement signed at Luxembourg and Brussels on 24 and 26 June 2013 respectively (the “**Cotonou Internal Agreement III**”) relating to the financing of Community aid under the multi-annual financial framework for the period 2014 to 2020 (equivalent to the third Financial Protocol) in accordance with the ACP-EU Partnership Agreement signed in Cotonou (Benin) on 23 June 2000 between the European Union and its Member States and the African, Caribbean and Pacific States, as first revised in Luxembourg on 25 June 2005 and as amended for the second time in Ouagadougou on 22 June 2010 (the “**Cotonou Agreement**”) and on the allocation of financial assistance for the Overseas Countries and Territories to which part four of the Treaty on the Functioning of the European Union applies under Council Decision 2001/822/EC of 27 November 2001 on the association of the Overseas Countries and Territories with the European Union (as amended or replaced from time to time, the “**Association Decision**”) (together the “**Cotonou Framework**”).

2. Having regard to the foregoing recital, the Board of Governors of the Bank decided on 31 May 2013 to authorise the Bank to grant finance from its own resources for investment projects over the period 2014 to 2020 covered by the third Financial Protocol to the Cotonou Agreement for a total amount of up to EUR 2 500 million, and up to EUR 100 million in the Overseas Countries and Territories.

3. In a continuation of the policy decided by the Board of Governors of the Bank on 1 March 2012 that the Bank may assume the full commercial risk on each individual private sector operation on own resources with a systematic carve-out of the political risk, which would continue to be guaranteed by the Member States, the aforementioned authorisation of the Board of Governors of the Bank was issued on condition that the finance granted by the Bank would be subject to the continued availability of a satisfactory guarantee (which is this Guarantee) from the Guarantors for their aggregate amount plus all related sums in accordance with the decision of the Board of Governors of 1 March 2012 and that the finance would be granted to finance investment projects satisfying the Bank's normal criteria for lending from its own resources.

4. Article 4 of the Cotonou Internal Agreement III provides that this Guarantee shall be restricted to 75% of the total amount of the credits opened by the Bank under all Loan Agreements made pursuant to the Cotonou Partnership Agreement III and the Association Decision and that it shall cover all risks for public sector projects. It provides further that for private sector projects, this Guarantee shall cover all political risks and the EIB will assume the full commercial risk.

5. The said Article 4 further provides that Member States shall be liable under this Guarantee in proportion to their contributions to the capital of the Bank. Annex 2 of this Guarantee specifies, for information, the respective share of each Member State in the capital of the Bank as of the date of signature of this Guarantee.

6. The Guarantors and the Bank intend that, where the Guarantors are subrogated to the rights and remedies of the Bank in relation to any Loan, the Bank shall, if so requested by the Guarantors, administer and manage the Loan Agreement which has gone into default in accordance with the terms and conditions of the Cotonou III Arrears Administration Agreement concluded between the Bank and the Guarantors governing the procedures for payment and reimbursements under the Member States guarantee in favour of the Bank (the “**Cotonou III Arrears Administration Agreement**”).

## KI SE GLEDE NA TO,

1. da so poroki prevzeli določene obveznosti delovati kot porok v 4. členu Notranjega sporazuma, podpisanega v Luxembourg in Bruslju 24. in 26. junija 2013 (“**cotonoujski notranji sporazum III**”), ki se nanaša na financiranje pomoči Skupnosti na podlagi večletnega finančnega okvira za obdobje od 2014 do 2020 (enakovredno tretjemu Finančnemu protokolu) in skladno s Sporazumom o partnerstvu, podpisanim 23. junija 2000 v Cotonouju (Benin) med Evropsko unijo in njenimi državami članicami ter afriškimi, karibskimi in pacifiškimi državami, kakor je bil prvič spremenjen v Luxembourg 25. junija 2005 in drugič v Ouagadougou 22. junija 2010 (v nadaljnjem besedilu “**cotonoujski sporazum**”), ter o dodelitvi finančne pomoči čezmorskim državam in ozemljem, za katere velja četrti del Pogodbe o delovanju Evropske unije na podlagi Sklepa Sveta 2001/822/ES z dne 27. novembra 2001 o pridružitvi čezmorskih držav in ozemelj Evropski uniji (občasno spremenjenim ali nadomeščenim, “**sklep o pridružitvi**”) (skupno “**cotonoujski okvir**”);

2. da je ob upoštevanju zgoraj navedenega Svet guvernerjev banke 31. maja 2013 odločil, da pooblasti banko za odobritev finančnih sredstev iz njenih lastnih sredstev za investicijske projekte za obdobje od 2014 do 2020 na podlagi tretjega finančnega protokola Cotonoujskega sporazuma v skupni višini največ 2,5 milijarde EUR in največ 100 milijonov EUR za čezmorske države in ozemlja;

3. da je bilo v nadaljevanju politike, ki jo je določil Svet guvernerjev banke 1. marca 2012 o tem, da lahko banka prevzame celotno poslovno tveganje za posamezne posle zasebnega sektorja z lastnimi sredstvi, s sistematično izključitvijo političnega tveganja, za katerega bodo še vnaprej dajale poročila države članice, zgoraj navedeno dovoljenje Sveta guvernerjev banke izdano pod pogojem, da bodo finančna sredstva, ki jih odobri banka, pogojena s stalnim zadovoljivim poročilom (kar je ta poročilna pogodba), ki ga dajo poroki za njihov skupen znesek in vseh z njim povezanih vsot, skladno z odločitvijo Sveta guvernerjev z dne 1. marca 2012, ter da bodo finančna sredstva odobrena za tiste finančne investicije, ki bodo zadovoljile običajne kriterije banke za posojila iz lastnih sredstev;

4. da 4. člen cotonoujskega notranjega sporazuma III določa, da je to poročilo omejeno na 75% celotnega zneska danih posojil banke po vseh posojilnih pogodbah, sklenjenih na podlagi cotonoujskega sporazuma o partnerstvu III in Sklepa o pridružitvi, ter da mora kriti vsa tveganja projektov javnega sektorja. Nadalje zagotavlja, da bo ta poročilna pogodba krila vsa politična tveganja za projekte zasebnega sektorja ter da EIB prevzema celotno poslovno tveganje;

5. da omenjeni 4. člen določa tudi, da po tej poročilni pogodbi države članice odgovarjajo sorazmerno z deleži v kapitalu banke. Priloga 2 te poročilne pogodbe informativno določa delež posamezne države članice v kapitalu banke;

6. da so se poroki in banka sporazumeli, da kadar poroki prevzamejo pravice in pravna sredstva banke v povezavi s katerim koli posojilom, banka na zahtevo porokov vodi in upravlja neizpolnjeno posojilno pogodbo v skladu s pogoji cotonoujskega sporazuma o upravljanju zaostalih plačil III, ki je bil sklenjen med banko in poroki in ureja postopke plačil in povračil v zvezi s poročili držav članic v korist banke (**cotonoujski sporazum o upravljanju zaostalih plačil III**),

IT IS HEREBY AGREED AS FOLLOWS:

## Definitions

A. In this Guarantee:

“**Borrower**” means any beneficiary of a Loan from the Bank within the scope of the third Financial Protocol to the Cotonou Agreement or the Association Decision.

“**Credit Risk Policy Guidelines**” means the Bank’s credit risk policy guidelines for own resource operations outside the European Union as well as, where applicable, the Bank’s EU credit risk policy guidelines, as approved, amended, supplemented or modified by the Bank from time to time.

“**EIB Financing Operation**” means a Loan extended by the Bank to eligible investment projects carried out in a Host Country from the Bank’s own resources and in accordance with its own rules and procedures, granted under the Cotonou Framework and governed by a Loan Agreement entered into by the Bank with a Borrower.

“**Guaranteed Debtor**” means a Borrower or its Third-Party Guarantor.

“**Guaranteed Sum(s)**” means any obligation covered by this Guarantee consisting of principal, interest, commissions, indemnities, charges, expenses and other accessories and any other sum which is at any time owed by a Guaranteed Debtor to the Bank on account of a Loan or a Third-Party Guarantee.

“**Host Government**” means the authorities currently in place, or any successor authorities, that effectively control part or all of the territory of a Host Country or any political or territorial subdivision, or any other public authority of such country, and includes any entity located inside or outside the Host Country and vested with regulatory powers conferred by the laws of the Host Country.

“**Host Country**” means each ACP State and each Overseas Country and Territory within the meaning of the Cotonou Framework.

“**Loan**” means the provision of money from the Bank to a Borrower as a loan or as a bond or any equivalent instrument, which is acceptable to the Bank as a substitute for a loan in accordance with the Credit Risk Policy Guidelines, according to the terms laid down in a Loan Agreement.

“**Loan Agreement**” means a signed agreement concluded between the Bank and a Borrower, setting forth the terms applicable to an EIB Financing Operation in the form of Loan.

“**Loan Loss Cover Account**” means the account denominated in euro maintained by the Bank in the name of the Guarantors, which shall be funded from the income resulting from the application of risk-pricing on EIB Financing Operations and which shall be managed in accordance with the provisions of the Cotonou III Arrears Administration Agreement.

“**Proportional Participation**” means, in respect of each Guarantor, the proportion of that Guarantor’s contribution to the capital of the Bank; such proportion to be measured for the purposes of each call pursuant to Article 2 at the time of that call; the contributions of each Guarantor to the capital of the Bank as of the date of this Guarantee being set out at Annex 2 for information.

“**Third-Party Guarantee**” means a guarantee issued by a third party in favour of the Bank, including but not limited to a letter of credit or a comfort letter issued in connection with the grant of a Loan to a Borrower, and includes any undertaking by any party jointly liable for all or part of the Guaranteed Debtor’s obligations towards the Bank in respect of a Loan granted by the Bank.

“**Third-Party Guarantor**” means an issuer of a Third-Party Guarantee on behalf of a Borrower.

B. The following terms have the respective meanings assigned to them in the Recitals, Articles and Annexes specified hereafter:

DOGOVORIJO:

## Pomen izrazov

A. V tej poroštvni pogodbi:

“**posojilojemalec**” pomeni prejemnika posojila banke v okviru tretjega Finančnega protokola cotonoujskega sporazuma ali Sklepa o pridružitvi;

“**smernice politike kreditnega tveganja**” pomeni smernice politike banke glede kreditnega tveganja za posle zunaj Evropske unije, ki jih financira iz lastnih sredstev, in kadar je ustrezno, smernice politike banke glede kreditnega tveganja znotraj EU, ki jih banka občasno odobri, spremeni, dopolni ali prilagodi;

“**posel financiranja EIB**” pomeni posojilo iz lastnih sredstev banke, ki ga ta podeli za upravičene investicijske projekte v državi gostiteljici v skladu s svojimi pravili in postopki, odobrenimi na podlagi cotonoujskega okvira in urejenimi s posojilno pogodbo, sklenjeno med banko in posojilojemalcem;

“**dolžnik z jamstvom**” pomeni posojilojemalca ali njegovega poroka kot tretje osebe;

“**znesek ali zneski z jamstvom**” pomeni katero koli obveznost, ki jo krije to poroštvo, vključno z glavnico, obrestmi, provizijami, odškodninami, stroški, izdatki ali drugimi dodatki, ter vsak znesek, ki ga kadar koli dolžnik z jamstvom dolguje banki iz posojila ali poroštv tretje osebe;

“**vlada gostiteljica**” pomeni trenutno ali vsako naslednjo oblast, ki dejansko nadzira del ali celotno ozemlje države gostiteljice ali politično ali ozemeljsko enoto, ali drug javni organ take države ter vključuje vsak subjekt znotraj ali zunaj države gostiteljice, ki ima pooblastila za urejanje po zakonodaji države gostiteljice;

“**država gostiteljica**” pomeni vsako afriško, karibsko in pacifiško državo ter čezmorske države in ozemlja skladno s cotonoujskim okvirom;

“**posojilo**” pomeni zagotovitev denarja banke posojilojemalcu v skladu s pogoji posojilne pogodbe, in sicer v obliki posojila ali obveznice ali katerega koli enakovrednega instrumenta, ki je v skladu s smernicami politike kreditnega tveganja za banko sprejemljiv kot nadomestilo za posojilo;

“**posojilna pogodba**” pomeni podpisano pogodbo, sklenjeno med banko in posojilojemalcem, ki določa pogoje, veljavne za posle, ki jih EIB financira v obliki posojila;

“**račun za kritje izgub**” pomeni račun, denominiran v evrih, ki ga vodi banka v imenu porokov v skladu z določbami cotonoujskega sporazuma o upravljanju zaostalih plačil III, na katerega se stekajo sredstva, ki izhajajo iz pribitka na podlagi ocene kreditnega tveganja pri poslih financiranja EIB, razen za projekte zasebnega sektorja;

“**sorazmerna udeležba**” pomeni za vsakega poroka delež njegovega prispevka v kapital banke; tak delež se meri za vsak poziv v skladu z 2. členom v času tega poziva; prispevki vsakega poroka v kapital banke na dan te poroštvne pogodbe so kot informacija določeni v prilogi 2;

“**poroštvo tretje osebe**” pomeni poroštvo, ki ga je v korist banke izdala tretja stran, kar vključuje, vendar pa ne samo, akreditiv ali patronatsko izjavo, izdano v povezavi z odobritvijo posojila posojilojemalcu, ter zajema vse zaveze katere koli strani, ki solidarno odgovarja za vse ali del obveznosti dolžnika z jamstvom do banke iz odobrenega posojila;

“**porok kot tretja oseba**” pomeni izdajatelja poroštv tretje osebe v imenu posojilojemalca.

B. Naslednji izrazi imajo pomen, kakor je določen v uvodnih navedbah, členih in prilogah, navedenih v nadaljnjem besedilu:

Term	Recital, Article or Annex	izraz	uvodna navedba, člen ali priloga
<b>Arbitral tribunal</b>	Section 4 of Annex 3	<b>razsodišče</b>	4. oddelek priloge 3
<b>Association Decision</b>	Recital 1	<b>sklep o pridružitvi</b>	uvodna navedba 1
<b>binding</b>	Section 4 of Annex 3	<b>zavezujoč</b>	4. oddelek priloge 3
<b>enforceable</b>	Section 4 of Annex 3	<b>izvršljiv</b>	4. oddelek priloge 3
<b>Cotonou Framework</b>	Recital 1	<b>cotonoujski okvir</b>	uvodna navedba 1
<b>Cotonou Internal Agreement III</b>	Recital 1	<b>cotonoujski notranji sporazum III</b>	uvodna navedba 1
<b>Cotonou III Arrears</b>		<b>cotonoujski sporazum o opravljanju</b>	
<b>Administration Agreement</b>	Recital 7	<b>zostalih plačil III</b>	uvodna navedba 7
<b>Cotonou Agreement</b>	Recital 1	<b>cotonoujski sporazum</b>	uvodna navedba 1
<b>Political Risks</b>	Article 2.03	<b>politična tveganja</b>	člen 2.03
<b>Project</b>	Section 4 of Annex 3	<b>projekt</b>	4. oddelek priloge 3
<b>Project Agreement</b>	Section 4 of Annex 3	<b>projektna pogodba</b>	4. oddelek priloge 3
<b>Relevant Party</b>	Section 4 of Annex 3	<b>zadevna stranka</b>	4. oddelek priloge 3

In this Guarantee, unless the context otherwise requires:

(a) headings are for convenience only and do not affect the interpretation of this Guarantee;

(b) words importing the singular include the plural and vice versa;

(c) a reference to an Article, a party or an Annex is a reference to that Article of, or that party or Annex to, this Guarantee.

#### ARTICLE 1

##### Scope of Guarantee

- 1.01 To the extent of its Proportional Participation and without prejudice to Article 2.02, each Guarantor as primary obligor and not merely as surety hereby irrevocably:
- (a) guarantees, waiving any right to object, in accordance with the terms and conditions laid down below, the punctual and full performance of all financial obligations of every Guaranteed Debtor in respect of Loans made by the Bank from its own resources pursuant to the Cotonou Framework.
- (b) undertakes to pay any amount of the Guaranteed Sum owed by the Guaranteed Debtor to the Bank, upon demand by the Bank, in euros and in accordance with the provisions laid down in Article 3.
- 1.02 The Guarantors' obligations defined in Article 1.01 above shall apply to all EIB Financing Operations concluded pursuant to the Cotonou Internal Agreement III in respect of which the relevant Loan Agreement is or has been signed during the period between 1 January 2014 and 31 December 2020.
- 1.03 A. This Guarantee shall cover:
- all risks for Loan Agreements concluded between the Bank and public sector Borrowers within the Cotonou Framework; and
  - Political Risks, as this term is defined in Article 2.03, for Loan Agreements concluded between the Bank and private sector Borrowers within the Cotonou Framework,
- B. The total liability of the Guarantors under this Guarantee in respect of the Cotonou Framework is limited to 75% of the total amount of the credits opened by the Bank pursuant to the Cotonou Framework which are subject to the following ceilings, namely:
- EUR 2500 million for the third Financial Protocol to the Cotonou Agreement; and
  - EUR 100 million for the Association Decision for the period after 31 December 2013.
- 1.04 The obligations of the Guarantors under this Guarantee shall continue until payment is made in full of the Guaranteed Sums.

Razen če sobesedilo ne zahteva drugače, v tej poroštvni pogodbi:

(a) so naslovi namenjeni zgolj boljši preglednosti in ne vplivajo na razlago poroštvne pogodbe;

(b) besede v ednini vključujejo množino in nasprotno;

(c) sklicevanje na neki člen, stranko ali prilogo pomeni sklicevanje na člen, stranko ali prilogo te poroštvne pogodbe.

#### 1. ČLEN

##### Predmet poročstva

- 1.01 Vsak porok v okviru svoje sorazmerne udeležbe ter ne glede na člen 2.02 kot prvi zavezanec in ne le kot porok nepreklicno:
- (a) jamči in se odpoveduje pravici do ugovora v skladu s spodaj navedenimi pogoji za pravočasno in popolno izpolnjevanje vseh finančnih obveznosti posameznega dolžnika z jamstvom glede posojil, ki jih je banka dala iz lastnih sredstev na podlagi cotonoujskega okvira;
- (b) se zavezuje, da bo banki na njeno zahtevo plačal kateri koli znesek z jamstvom, ki ga dolžnik z jamstvom dolguje banki, v evrih in v skladu z določbami 3. člena.
- 1.02 Obveznosti porokov iz člena 1.01 veljajo za vse posle, ki jih financira EIB na podlagi cotonoujskega notranjega sporazuma III, za katere je ali je bila podpisana ustrezna posojilna pogodba med 1. januarjem 2014 in 31. decembrom 2020.
- 1.03 A. Poroštvo mora kriti:
- vsa tveganja posojilnih pogodb, sklenjenih med banko in posojilojemalci javnega sektorja skladno s cotonoujskim okvirom, in
  - politična tveganja, kot so opredeljena v členu 2.03, za posojilne pogodbe, sklenjene med banko in posojilojemalci zasebnega sektorja skladno s cotonoujskim okvirom.
- B. Skupna obveznost porokov iz te poroštvne pogodbe v zvezi s cotonoujskim okvirom je omejena na 75% skupnega zneska vseh kreditov, ki jih je banka dala na podlagi cotonoujskega okvira, zanje pa veljata naslednji omejitvi:
- 2,5 milijarde EUR za tretji Finančni protokol cotonoujskega sporazuma,
  - 100 milijonov EUR za Sklep o pridružitvi za obdobje po 31. decembru 2013.
- 1.04 Obveznosti porokov iz te poroštvne pogodbe veljajo do plačila celotnih zneskov z jamstvom.

## ARTICLE 2

## Calling of the Guarantee

- 2.01 This Guarantee may be called whenever a Guaranteed Debtor fails, in whole or in part, to pay any Guaranteed Sum on its due date. Any sum received or realised by the Bank for the purpose of discharge of a Guaranteed Sum shall be disregarded, if the Bank's use of such sum is in any way restricted.
- 2.02 Before calling the Guarantee when a Guaranteed Debtor fails, in whole or in part, to pay any Guaranteed Sum on its due date, the Bank shall give to the Guarantors such prior notice as is reasonably practicable of its intention to make a call in respect thereof. For the avoidance of doubt, the obligations of the Bank under this Article 2.02 will not be construed in any way as a condition precedent to the enforceability of the obligations of the Guarantors under Article 1.01.
- 2.03 However, for Loan Agreements concluded between the Bank and private sector Borrowers, this Guarantee may only be called upon whenever, because of the occurrence of one of the events defined in Annex 3 (hereafter a "Political Risk"):
- (i) a Guaranteed Debtor is unable to pay, or the Bank is unable to receive, a Guaranteed Sum on its due date; or
- (ii) a Third-Party Guarantor is prevented from collecting amounts which are due to it in respect of a Guaranteed Sum, provided that:
- (a) any demand for payment made by a Third-Party Guarantor on account of a payment that it has made on behalf of a Guaranteed Debtor must have been presented to the Bank at the latest 2 years from (x) the specified contractual final repayment date under the relevant agreement or (y) in case of early repayment, whether voluntary or obligatory, of the relevant Loan, the due date of that early repayment; and
- (b) this Guarantee is limited to the amount which the Bank or, as the case may be, the Third-Party Guarantor could have recovered but for the occurrence of a Political Risk.
- 2.04 A precautionary demand upon the Bank under a Third-Party Guarantee can be made by a Third-Party Guarantor in the cases stated in Section 4, second paragraph, point (b), of Annex 3, where the enforcement period mentioned therein has not yet expired within the 2 years preclusion period set out in article 2.03 (ii) of this Guarantee. Such precautionary demand does not entitle the Bank to make a demand for payment under this Guarantee, but merely serves as a means to suspend the preclusion set out in article 2.03 (ii) of this Guarantee. Any remaining part of the preclusion period shall start to run again upon expiration of the enforcement period set out in Section 4, second paragraph, point (b), of Annex 3. The Bank shall inform the Guarantors of any precautionary demands made by a Third-Party Guarantor.
- 2.05 A. Subject to B below, the Bank's determination as to the occurrence of a Political Risk shall be final and binding. The determination shall take effect 15 calendar days following notice to the Guarantors.
- B. If a majority of the Guarantors, measured by their Proportional Participation, instructs the Bank to contest a Guaranteed Debtor's claim that a Political Risk has occurred, the Bank shall execute such instructions pursuant to its obligations under the Cotonou III Arrears Administration Agreement. However, the Guarantors and the Bank shall be bound as between themselves by any final decision of a competent court or arbitral tribunal over a dispute between the Bank and a Guaranteed Debtor that determines the occurrence of a Political Risk. The Bank shall keep the Guarantors regularly informed of the status of any such proceedings.

## 2. ČLEN

## Uveljavljanje poroštva

- 2.01 To poroštvo je mogoče uveljavljati vsakokrat, ko dolžnik z jamstvom do roka ne plača celotnega ali dela zneska z jamstvom. Znesek, ki ga je banka prejela ali izterjala za poravnavo zneska z jamstvom, se ne upošteva, če je pri razpolaganju z njim kakor koli omejena.
- 2.02 Kadar dolžnik z jamstvom do roka ne plača celotnega ali dela zneska z jamstvom, banka pred uveljavljanjem poroštva v skladu z običajno prakso predhodno obvesti poroke, da ga namerava uveljaviti. Obveznosti banke iz člena 2.02 nedvomno niso predpogoj za izvršljivost obveznosti porokov iz člena 1.01.
- 2.03 Vendar pa je za posojilne sporazume med banko in posojilojemalci zasebnega sektorja to poroštvo mogoče uveljavljati le v primeru enega od dogodkov, opredeljenih v prilogi 3 (v nadaljnjem besedilu "politično tveganje"):
- (i) dolžnik z jamstvom ni zmožen plačati ali banka ob zapadlosti ne more prejeti zneska z jamstvom ali
- (ii) poroku kot tretji osebi je preprečena izterjava zneskov, ki so mu dolgovani v povezavi z zneskom z jamstvom, če:
- (a) je porok kot tretja oseba zahtevo za plačilo, povezano s plačilom, ki ga je opravil v imenu dolžnika z jamstvom, vložil pri banki najmanj 2 leti od (x) pogodbenega datuma za končno vračilo, določenega v ustreznem sporazumu, ali (y) pri predčasnem vračilu posojila, bodisi prostovoljnem ali obveznem, od datuma zapadlosti predčasnega vračila in
- (b) je to poroštvo omejeno na znesek, ki bi ga banka ali porok kot tretja oseba, odvisno od primera, lahko izterjal, če ne bi nastalo politično tveganje.
- 2.04 Porok kot tretja oseba lahko na podlagi poroštva tretje osebe predloži banki preventivni zahtevek v primerih iz točke (b) drugega odstavka 4. oddelka priloge 3, če v njej navedeni rok za izvršitev še ni potekel znotraj dveletnega prekluzivnega roka iz točke (ii) člena 2.03 te poroštvne pogodbe. Tak preventivni zahtevek banki ne daje pravice, da zahteva plačilo po tej poroštvni pogodbi, temveč je le sredstvo za odložitev prekluzivnega roka iz točke (ii) člena 2.03 te poroštvne pogodbe. Morebitni preostali del prekluzivnega roka začne ponovno teči po izteku roka za izvršitev, ki je določen v točki (b) drugega odstavka 4. oddelka priloge 3. Banka poroke obvesti o preventivnih zahtevkih poroka kot tretje osebe.
- 2.05 A. V skladu z B spodaj je ugotovitev banke o nastanku političnega tveganja dokončna in zavezujoča. Ugotovitev začne učinkovati 15 koledarskih dni po obvestilu porokom.
- B. Če večina porokov, glede na njihov sorazmerni delež, banki da navodilo, naj izpodbija trditev dolžnika z jamstvom glede nastanka političnega tveganja, banka tako navodilo upošteva v skladu s svojimi obveznostmi iz cotonoujskega sporazuma o upravljanju zaostalih plačil III. Vendar pa poroke in banko medsebojno zavezuje vsaka dokončna odločitev pristojnega sodišča ali razsodišča v sporu med banko in dolžnikom z jamstvom o nastanku političnega tveganja. Banka poroke redno obvešča o stanju takih postopkov.

- 2.06 The Bank shall inform the Guarantors of each occurrence of a Political Risk and of any disagreement between the Bank and a Guaranteed Debtor as to the occurrence of a Political Risk.
- 2.07 The Guarantee may also be called whenever a Guaranteed Debtor makes, or the Bank through the realisation of a Third-Party Guarantee receives, a payment which the Bank cannot, for any reason, use without restriction or over which it does not have unfettered control.

### ARTICLE 3

#### Terms of payments under the Guarantee

- 3.01 The Guarantors shall pay to the Bank the amounts demanded by the Bank in euro. The amounts demanded by the Bank shall take into account any funds which are capable of being applied by the Bank from the Loan Loss Cover Account in respect of unpaid Guaranteed Sums. The Loan Loss Cover Account shall be managed in accordance with the provisions of the Cotonou III Arrears Administration Agreement and the terms and conditions laid down by the Bank's governing bodies from time to time.
- 3.02 The Guarantors' payment obligations under this Guarantee shall be made in accordance with the provisions of the Cotonou III Arrears Administration Agreement, and in any case shall be made no later than 3 years after demand in writing is made by the Bank under the Guarantee.
- 3.03 The Bank shall not require any individual Guarantor to make any payment due, unless at the same time and in each Guarantor's Proportional Participation, it requires the other Guarantors to make payment pursuant to this Guarantee. If the Bank has determined that a Political Risk has occurred, it may make such a demand, and the Guarantors shall comply with the demand, even in a case where the Guarantors have instructed the Bank in the terms envisaged by Article 2.05 B.

### ARTICLE 4

#### Loan terms, Administration and Information

- 4.01 The Bank shall manage all Loans covered by this Guarantee in accordance with good banking practice and with the Bank's standard criteria and procedures, in particular, in accordance with its Credit Risk Policy Guidelines as modified from time to time, and subject to its usual controls. In recovering any Guaranteed Sum from any Guaranteed Debtor or from any security, the Bank shall act in a manner consistent with the care and diligence applied to recovery proceedings initiated for any sums to be recovered in relation to projects financed by the Bank without the benefit of this Guarantee.
- The terms and conditions applicable to the Loans covered by this Guarantee shall be defined in accordance with the principles and guidelines laid down by the Bank's governing bodies from time to time.
- 4.02 The Guarantors hereby authorise the Bank to grant to a Guaranteed Debtor one or more extensions of time and to generally amend the terms of the relevant agreement with any Guaranteed Debtor, including an amendment that has the effect of reducing or writing off an amount outstanding as part of a restructuring or composition with creditors, while remaining within the scope of the Cotonou Framework.
- 4.03 The Bank shall provide to the Guarantors twice a year by 31 January and 31 July respectively:

- 2.06 Banka poroke obvesti o vsakem nastanku političnega tveganja ter vsakem nesoglasju med banko in dolžnikom z jamstvom glede nastanka političnega tveganja.
- 2.07 Poroštvo je mogoče uveljavljati tudi takrat, ko dolžnik z jamstvom izvede plačilo ali ko banka na podlagi unovčenja poroštva tretje osebe prejme plačilo, s katerim iz katerega koli razloga ne more prosto razpolagati ali nad njim nima neomejenega nadzora.

### 3. ČLEN

#### Plačilni pogoji iz poroštvene pogodbe

- 3.01 Poroki plačajo zneske, ki jih terjata banka v evrih. V zneskih, ki jih terjata banka, so zajeta vsa sredstva, ki jih banka lahko črpa z računa za kritje izgub v zvezi z neplačanimi zneski z jamstvom. Račun za kritje izgub se vodi v skladu z določbami cotonoujskega sporazuma o upravljanju zaostalih plačil III ter s pogoji, ki jih občasno določijo organi upravljanja banke.
- 3.02 Porok izpolnjuje plačilne obveznosti iz te poroštvene pogodbe v skladu z določbami cotonoujskega sporazuma o upravljanju zaostalih plačil III, v vsakem primeru pa morajo biti obveznosti izpolnjene najpozneje 3 leta po tem, ko banka poroku na podlagi poroštvene pogodbe pošlje pisno zahtevo.
- 3.03 Banka ne terjata zapadlega zneska od posameznega poroka, če hkrati in skladno s sorazmerno udeležbo vsakega poroka ne zahteva plačila na podlagi te poroštvene pogodbe tudi od drugih porokov. Če je banka ugotovila, da je nastalo politično tveganje, lahko izda tak zahtevek, poroki pa ga morajo izpolniti, tudi če so banki dali navodilo v skladu s pogoji iz člena 2.05 B.

### 4. ČLEN

#### Posojilni pogoji, upravljanje in obveščanje

- 4.01 Banka v skladu z dobro bančno prakso ter običajnimi merili in postopki banke, zlasti ob upoštevanju smernic politike kreditnega tveganja, ki se občasno spremenijo, vodi vsa posojila, ki jih krije to poroštvo, in izvaja običajni nadzor. Pri izterjavi zneskov z jamstvom od dolžnikov z jamstvom ali iz naslova zavarovanj bo banka ravnala enako skrbno in gospodarno kot v postopkih za izterjavo zneskov v zvezi s projekti, ki jih banka financira brez tega poroštva.
- Pogoji, ki veljajo za posojila, ki jih krije to poroštvo, morajo biti določeni v skladu z načeli in smernicami, ki jih občasno določijo organi upravljanja banke.
- 4.02 Poroki s tem pooblaščajo banko, da dolžniku z jamstvom enkrat ali večkrat podaljša rok ter splošno spremeni pogoje sporazuma, podpisanega s katerim koli dolžnikom z jamstvom, vključno s spremembo, ki ima za posledico zmanjšanje ali odpis neporavnane zneska v okviru prestrukturiranja ali poravnave z upniki, če to ostane v cotonoujskem okviru.
- 4.03 Banka porokom dvakrat letno, do 31. januarja in do 31. julija, pošlje:

(i) an information sheet, in the form of Annex 4, containing information, effective as of 31 December and 30 June on the Loan Agreements covered by the present Guarantee; and

(ii) the prudential limits, in the form of Annex 5, as defined in accordance with the principles and guidelines laid down by the Bank's governing bodies from time to time.

4.04 The Bank shall inform the Guarantors of any fact or circumstance, which it judges not to be already generally known and which it considers likely to result in the making of a demand under this Guarantee. The Bank is not obliged to seek such information.

(i) preglednico v obliki iz priloge 4 s podatki na dan 31. december in 30. junij o posojilnih pogodbah, ki jih krije to poroštvo, in

(ii) previdnostne omejitve v obliki priloge 5, kakor so določene v skladu z načeli in smernicami, ki jih občasno določijo organi upravljanja banke.

4.04 Banka poroke obvesti o vseh dejstvih ali okoliščinah, za katere meni, da niso splošno znane in katerih posledica bi verjetno bili zahtevki, dani na podlagi tega poroštva. Banka takih informacij ni zavezana iskati.

#### ARTICLE 5 Subrogation

5.01 To the extent that a Guarantor makes any payment to the Bank pursuant to this Guarantee, it shall be subrogated to the rights, including security rights, of the Bank in respect of its claims against the Guaranteed Debtors. Such right of subrogation may not be invoked to the detriment of the Bank.

5.02 In every Third-Party Guarantee, the Bank shall exclude any right of contribution against the Guarantors by the Third-Party Guarantor and shall exclude any other right of recourse of the Third-Party Guarantor against the Guarantors. The Bank shall indemnify the Guarantors for any liability towards Third-Party Guarantors resulting from this Guarantee.

5.03 Where the Guarantors are subrogated to the rights of the Bank, the Bank shall, if so requested by the Guarantors, administer and manage the relevant claims under Article 5.01 in accordance with the terms and conditions of the Cotonou III Arrears Administration Agreement.

5.04 The Guarantors and the Bank agree to apply the Cotonou III Arrears Administration Agreement to all recovery actions initiated by the Bank in respect of Loan Agreements covered by this Guarantee.

5.05 As part of the subrogation upon the occurrence of a Non-Transfer of Currency, as defined in Annex 3, the following provision applies:

When a Guaranteed Sum falls due and where the Guaranteed Debtor, on terms acceptable to the Bank, makes a deposit, in the amount of the said Guaranteed Sum, or equivalent financial asset in favour of the Bank in local currency, in the currency of the Loan or in any other freely convertible currency but where such deposit or other asset is not transferable or convertible, the Guarantors hereby authorise the Bank to limit the Guarantors' claim in respect of the portion of the Guaranteed Sum corresponding to the amount of the deposit or other asset, to such deposit or other asset.

#### ARTICLE 6 Taxes and Expenses

6.01 Any fiscal charges and other expenses incurred in connection with the making, the performance or the enforcement of this Guarantee shall be borne by the Guarantors pro-rata to their Proportional Participations.

6.02 The Guarantors will indemnify the Bank for all taxes and expenses incurred by the Bank in seeking recovery of Guaranteed Sums, in accordance with the Cotonou III Arrears Administration Agreement.

#### 5. ČLEN Prenos pravic

5.01 V obsegu plačila, ki ga porok izvrši banki na podlagi poroštva, se nanj prenesejo tudi pravice banke, vključno s pravicami zavarovanja, ki jih ima banka do dolžnikov z jamstvom. Na pravico do prenosa se ni mogoče sklicevati v škodo banke.

5.02 Banka pri vsakem poroštvo tretje osebe izključi kakršno koli pravico porokov kot tretjih oseb do poplačila porokov, izključi pa tudi vse druge regresne pravice poroka kot tretje osebe do porokov. Banka porokom povrne škodo za kakršne koli obveznosti do porokov kot tretjih oseb, ki izhajajo iz te poroštvne pogodbe.

5.03 Če se na poroke prenesejo pravice banke, ta na podlagi zahteve porokov upravlja in vodi ustrezne terjatve iz člena 5.01 v skladu s pogoji cotonoujskega sporazuma o upravljanju zaostalih plačil III.

5.04 Banka in poroki so se sporazumeli, da uporabljajo cotonoujski sporazum o upravljanju zaostalih plačil III za vse postopke izterjave, ki jih začne banka v zvezi s posojilnimi pogodbami, ki jih krije to poroštvo.

5.05 Pri prenosu pravic, nastalih zaradi neprenosa valute, kakor je opredeljen v prilogi 3, se uporablja naslednja določba:

Ko zapade znesek z jamstvom in dolžnik z jamstvom pod pogoji, s katerimi se strinja banka, položi znesek v višini omenjenega zneska z jamstvom ali enakovredno finančno premoženje v korist banke v domači valuti, v valuti posojila ali v kateri koli drugi prosto zamenljivi valuti, pa tak depozit ali drugo premoženje ni prenosljivo ali zamenljivo, poroki s tem pooblastijo banko, da omeji terjatev porokov glede deleža zneska z jamstvom, ki ustreza višini depozita ali drugega premoženja, na tak depozit ali drugo premoženje.

#### 6. ČLEN Davki in stroški

6.01 Davčna bremena in drugi stroški, ki nastanejo v zvezi z dajanjem, izvajanjem ali uveljavitvijo tega poroštva, bremenijo poroke po deležih njihove sorazmerne udeležbe.

6.02 Poroki banki povrnejo vse davke in stroške, ki jih je imela banka pri izterjavi zneskov z jamstvom, v skladu s cotonoujskim sporazumom o upravljanju zaostalih plačil III.



**ARTICLE 7****Law applicable**

- 7.01 This Guarantee shall be governed by and construed in accordance with the general principles common to the laws of the Member States.

**ARTICLE 8****Jurisdiction**

- 8.01 Any dispute between the parties to this Guarantee that is not promptly and amicably resolved shall be referred for decision to the Court of Justice of the European Union pursuant to Article 272 of the Treaty on the Functioning of the European Union.

**ARTICLE 9****Confidentiality**

- 9.01 Having regard to the fact that some of the information exchanged in the context of this Guarantee may be confidential and may even be in some instances commercially sensitive, both the Bank and the Guarantors undertake to abstain from divulging to a third-party, without the prior written consent of the other, any information communicated to either of them in the context of this Guarantee. This undertaking does not affect, however, the communication of information which is required by operation of law or by an order of a court of competent jurisdiction.

**ARTICLE 10****Notices and Communications**

- 10.01 Notices and other communications given hereunder to the Guarantors or to the Bank shall be sent by registered letter or other recognised means of communication addressed to the recipient at its address set out below:

For a Guarantor: Its address set out in Annex 1  
 For the Bank: 100, boulevard Konrad Adenauer  
 L-2950 Luxembourg

Any change to the addresses as listed above shall have effect only after such change has been notified in writing to the other parties.

The Recitals and the five Annexes form an integral part of this Guarantee.

**ARTICLE 11****Signature of Guarantee**

- 11.01 This Guarantee will be binding in respect of each Guarantor immediately upon its valid signature or, as applicable, its ratification of this Guarantee and shall have effect from 1 January 2014.
- 11.02 The authentic texts of this Guarantee shall be in English, French and German. Each Guarantor may sign in any one of the three authentic languages.
- 11.03 This Guarantee is signed in counterparts, each Guarantor signing two originals and delivering them to the Bank. The Bank shall deliver to each Guarantor one original counterpart signed by that Guarantor and the Bank. The Bank shall produce a conformed copy in the English language.

IN WITNESS WHEREOF each of the parties hereto has caused this Guarantee to be signed by its authorised signatory.

**7. ČLEN****Pravo, ki se uporablja**

- 7.01 Za to poroštveno pogodbo veljajo splošna načela, skupna pravu držav članic, in je sestavljena v skladu z njimi.

**8. ČLEN****Sodna pristojnost**

- 8.01 Spori med pogodbenicami te poroštvene pogodbe, ki niso brez odlašanja rešeni po mirni poti, se predložijo v odločanje Sodišču Evropske unije v skladu z 272. členom Pogodbe o delovanju Evropske unije.

**9. ČLEN****Zaupnost**

- 9.01 Ob upoštevanju, da so lahko nekatere informacije, izmenjane po tej poroštveni pogodbi, zaupne, v nekaterih primerih pa tudi poslovno občutljive, se banka in poroki zavezujejo, da tretji osebi brez predhodnega pisnega soglasja druge strani ne bodo razkrili nobenih informacij, ki jih je ena od strani dobila v okviru te poroštvene pogodbe. Ta obveznost se ne nanaša na informacije, ki jih je treba dati na podlagi zakona ali odredbe pristojnega sodišča.

**10. ČLEN****Obvestila in sporočila**

- 10.01 Obvestila in druga sporočila, dana po tej pogodbi porokom ali banki, se pošljejo s priporočenim pismom ali drugim priznanim komunikacijskim sredstvom na navedene naslove prejemnikov:

za poroka: naslov iz priloge 1,  
 za banko: 100, boulevard Konrad Adenauer  
 L-2950 Luxembourg.

Morebitne spremembe navedenih naslovov začnejo učinkovati šele, ko so o njih druge stranke pisno obveščene.

Uvodne navedbe in pet prilog so sestavni del te poroštvene pogodbe.

**11. ČLEN****Podpis poroštvene pogodbe**

- 11.01 Ta poroštvena pogodba postane zavezujoča za vsakega poroka takoj po njegovem veljavnem podpisu ali po potrebi po njeni ratifikaciji in učinkuje od 1. januarja 2014.
- 11.02 Verodostojna besedila te poroštvene pogodbe so v angleškem, francoskem in nemškem jeziku. Vsak porok jo lahko podpiše v katerem koli izmed treh verodostojnih jezikov.
- 11.03 Ta poroštvena pogodba je podpisana v dvojnikih, vsak porok podpiše dva originalna izvoda in ju posreduje banki. Banka vsakemu poroku pošlje en originalni izvod, ki ga podpišeta porok in banka. Banka priskrbi ustrezen izvod v angleškem jeziku.

V DOKAZ NAVEDENEGA so pooblašteni podpisniki pogodbenic podpisali to poroštveno pogodbo.

Signed on behalf of the Kingdom of Belgium

by: \_\_\_\_\_ date: \_\_\_\_\_  
Name of  
signatory: \_\_\_\_\_

Signed on behalf the Republic of Bulgaria

by: \_\_\_\_\_ date: \_\_\_\_\_  
Name of  
signatory: \_\_\_\_\_

Signed on behalf of the Czech Republic

by: \_\_\_\_\_ date: \_\_\_\_\_  
Name of  
signatory: \_\_\_\_\_

Signed on behalf of the Kingdom of Denmark

by: \_\_\_\_\_ date: \_\_\_\_\_  
Name of  
signatory: \_\_\_\_\_

Signed on behalf of the Republic of Poland

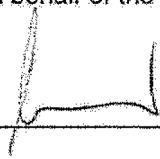
by: \_\_\_\_\_ date: \_\_\_\_\_  
Name of  
signatory: \_\_\_\_\_

Signed on behalf of the Portuguese Republic

by: \_\_\_\_\_ date: \_\_\_\_\_  
Name of  
signatory: \_\_\_\_\_

Signed on behalf of Romania

by: \_\_\_\_\_ date: \_\_\_\_\_  
Name of  
signatory: \_\_\_\_\_

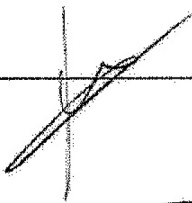
Signed on behalf of the Republic of Slovenia  
by:  \_\_\_\_\_ date: \_\_\_\_\_  
Name of signatory: MR. DUŠAN KRAVČIČ

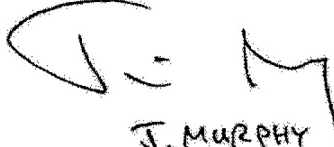
Signed on behalf of the Slovak Republic  
by: \_\_\_\_\_ date: \_\_\_\_\_  
Name of signatory: \_\_\_\_\_

Signed on behalf of the Republic of Finland  
by: \_\_\_\_\_ date: \_\_\_\_\_  
Name of signatory: \_\_\_\_\_

Signed on behalf of the Kingdom of Sweden  
by: \_\_\_\_\_ date: \_\_\_\_\_  
Name of signatory: \_\_\_\_\_

Signed on behalf of the United Kingdom of Great Britain and Northern Ireland  
by: \_\_\_\_\_ date: \_\_\_\_\_  
Name of signatory: \_\_\_\_\_

Signed on behalf of the European Investment Bank  
by:  \_\_\_\_\_ date: 29/04/2015  
Name of signatory: D. ZAMBO

  
J. MURPHY

**Annex 2**

Respective participation of Guarantors as of the date of this Guarantee

	EUR
<b>Capital of the Bank subscribed by the Member States as:</b>	<b>243,284,154,500</b>
Germany	39,195,022,000
France	39,195,022,000
Italy	39,195,022,000
United Kingdom	39,195,022,000
Spain	23,517,013,500
Belgium	10,864,587,500
Netherlands	10,864,587,500
Sweden	7,207,577,000
Denmark	5,501,052,500
Austria	5,393,232,000
Poland	5,017,144,500
Finland	3,098,617,500
Greece	2,946,995,500
Portugal	1,899,171,000
Czech Republic	1,851,369,500
Hungary	1,751,480,000
Ireland	1,375,262,000
Romania	1,270,021,000
Croatia	891,165,500
Slovakia	630,206,000
Slovenia	585,089,500
Bulgaria	427,869,500
Lithuania	367,127,000
Luxembourg	275,054,500
Cyprus	269,710,500
Latvia	224,048,000
Estonia	173,020,000
Malta	102,665,000

**Priloga 2**

Deleži porokov na dan te poroštvene pogodbe

	EUR
<b>Kapital banke, ki so ga vpisale države članice:</b>	<b>243.284.154.500</b>
Nemčija	39.195.022.000
Francija	39.195.022.000
Italija	39.195.022.000
Združeno kraljestvo	39.195.022.000
Španija	23.517.013.500
Belgija	10.864.587.500
Nizozemska	10.864.587.500
Švedska	7.207.577.000
Danska	5.501.052.500
Avstrija	5.393.232.000
Poljska	5.017.144.500
Finska	3.098.617.500
Grčija	2.946.995.500
Portugalska	1.899.171.000
Češka republika	1.851.369.500
Madžarska	1.751.480.000
Irska	1.375.262.000
Romunija	1.270.021.000
Hrvaška	891.165.500
Slovaška	630.206.000
Slovenija	585.089.500
Bolgarija	427.869.500
Litva	367.127.000
Luksemburg	275.054.500
Ciper	269.710.500
Latvija	224.048.000
Estonija	173.020.000
Malta	102.665.000

**Annex 3**  
**DEFINITION OF POLITICAL RISKS**

**NAMELY NON-TRANSFER OF CURRENCY, EXPROPRIATION, WAR OR CIVIL DISTURBANCE AND DENIAL OF JUSTICE UPON BREACH OF CONTRACT**

**1. NON-TRANSFER OF CURRENCY**

means:

any action by the Host Government which, directly or indirectly, prevents a Guaranteed Debtor from converting funds in local currency into the currency of the Loan Agreement or into a freely convertible currency or into another currency deemed acceptable by the Bank, or from transferring outside the Host Country the local currency concerned or the currency into which the local currency has been converted, for the purpose of (i) paying any Guaranteed Sum, (ii) receiving any Guaranteed Sum in the currency and in accordance with the terms and conditions agreed, or (iii) recovering any Guaranteed Sum which has been duly paid; and

any failure by the Host Government to take action with a view to effecting or allowing such conversion or such transfer by or on behalf of the Bank, or a Guaranteed Debtor;

with the proviso that:

(a) the Guaranteed Debtor is able freely and lawfully to avail itself within the Host Country of the local currency or other currency into which the local currency has been converted; and

(b) the Guaranteed Debtor concerned or, as the case may be, the Bank has without success for a period of 30 days endeavoured by all reasonable means to complete the necessary legal formalities to effect the transfer or conversion.

**2. EXPROPRIATION**

means:

any measure or series of measures taken, directed, authorised, ratified, or approved by the Host Government, which is an administrative action or a legislative action and constitutes expropriation within the meaning of this Section 2.

A measure constitutes an act of expropriation within the meaning of this Section 2 if the measure:

(a) prevents the Guaranteed Debtor from paying a Guaranteed Sum and results in a default that continues for a period of 90 days; or

(b) deprives for a period of 90 days a Third-Party Guarantor or the Bank of its rights as a creditor against collateral security or commercial guarantees of repayment in respect of scheduled payments that have fallen due for other reasons than as a consequence of one of the risks defined in this Annex; or

(c) deprives a Third-Party Guarantor or the Bank, for a 90-day period, of the use of funds deposited either in local currency or in foreign currency, with a financial institution in the Host Country, by him or for his account for the purposes of recovery under scheduled payments.

No measure on the part of the Host Government shall be deemed to constitute an expropriation if it constitutes a bona fide non-discriminatory measure of general application of a kind that governments normally take in the public interest for such purposes as ensuring public safety, raising tax revenue, protecting the environment or regulating economic activities, unless the measure is designed by the Host Government to have a confiscatory effect.

Breach by the Host Government of a contractual obligation owed to a Guaranteed Debtor shall not of itself constitute an expropriatory measure.

**Priloga 3**  
**OPREDELITEV POLITIČNIH TVEGANJ,**

**IN SICER NEPRENOS VALUTE, RAZLASTITEV, VOJNA ALI DRŽAVLJANSKI NEMIRI IN ODREKANJE SODNEGA VARSTVA OB KRŠITVI POGODBE**

**1. NEPRENOS VALUTE**

pomeni:

vsako dejanje vlade gostiteljice, ki dolžniku z jamstvom neposredno ali posredno prepreči zamenjavo sredstev v domači valuti v valuto iz posojilne pogodbe ali v prosto zamenljivo valuto ali v drugo za banko sprejemljivo valuto ali prenos ustrezne domače valute ali valute, v katero je bila zamenjana domača valuta, iz države gostiteljice zaradi (i) plačila zneska z jamstvom, (ii) prejema zneska z jamstvom v dogovorjeni valuti ter v skladu z dogovorjenimi pogoji ali (iii) izterjave ustrezno plačanega zneska z jamstvom, in

da vlada gostiteljica ni sprejela nobenih ukrepov, s katerimi bi izvedla ali dovolila, da tako zamenjavo ali prenos opravi banka ali dolžnik z jamstvom ali se opravi v njuno korist,

pod pogojem, da:

(a) lahko dolžnik z jamstvom v državi gostiteljici prosto in zakonito uporablja domačo valuto ali valuto, v katero je bila domača valuta zamenjana, in

(b) si je ta dolžnik z jamstvom ali banka, odvisno od primera, 30 dni neuspešno z vsemi razumnimi sredstvi prizadeval opraviti potrebne pravne formalnosti za prenos ali zamenjavo.

**2. RAZLASTITEV**

pomeni:

vsak ukrep ali skupino ukrepov, ki jih je sprejela, usmerjala, dovolila, potrdila ali odobrila vlada gostiteljica in so upravni ali zakonski ukrep ter pomenijo razlastitev v smislu tega 2. oddelka.

Ukrep pomeni razlastitev v smislu tega 2. oddelka, če:

(a) preprečuje dolžniku z jamstvom plačati znesek z jamstvom, posledica česar je 90-dnevna zamuda pri plačilu, ali

(b) poroka kot tretjo osebo ali banko za 90 dni prikrajša za pravice upnika v zvezi z zavarovanjem s premoženjem ali komercialnim poroštvom za vračilo predvidenih plačil, ki so zapadla iz drugih razlogov in ne zaradi enega od tveganj, opredeljenih v tej prilogi, ali

(c) poroka kot tretjo osebo ali banko za 90 dni prikrajša za uporabo sredstev, ki jih položi sam ali sama ali so položena za njegov ali njen račun v domači ali tuji valuti pri finančni instituciji v državi gostiteljici zaradi izterjave predvidenih plačil.

Ukrepanje vlade gostiteljice pa ne pomeni razlastitve, če gre za splošno veljaven nediskriminacijski ukrep v dobri veri, ki ga vlade običajno sprejmejo v javnem interesu zaradi zagotavljanja javne varnosti, povečanja davčnih prihodkov, varovanja okolja ali urejanja gospodarskih dejavnosti s predpisi, razen če je ukrep vlade gostiteljice oblikovan tako, da učinkuje kot zaplemba.

Če vlada gostiteljica krši pogodbene obveznosti do dolžnika z jamstvom, to še ne pomeni razlastitvenega ukrepa.

**3. WAR OR CIVIL DISTURBANCE**

means:

any act of war (declared or otherwise), revolution, insurrection, civil war, riot or social strife, terrorism or sabotage having the direct and immediate effect of

(i) preventing a Guaranteed Debtor for a period of 90 days from paying a Guaranteed Sum; or

(ii) preventing a Third-Party Guarantor or the Bank for a period of 90 days from effecting recovery in respect of Guaranteed Sums which have been duly paid or from receiving a Guaranteed Sum in the due currency and in the manner contractually provided for.

In all cases, to constitute an act of war or civil disturbance, the act must have been undertaken with the primary intent of pursuing a political objective. Acts undertaken principally in order to support labour, employment, students' interests or other non-political objectives shall not be covered under this Section 3.

The time periods of 30 or 90 days referred to in Sections 1, 2 and 3 of this Annex shall not apply if the payment default, deprivation of entitlement or non-recovery results from the extension of an event, as defined in this Annex, the existence of which has been duly established during a prior payment default for which the time periods referred to above have already been applied.

**4. DENIAL OF JUSTICE UPON BREACH OF CONTRACT**

means:

the repudiation or breach by a Host Government of a Project Agreement (as defined below), where the repudiation or breach either:

(i) prevents, or materially contributes to preventing, the Guaranteed Debtor from performing its obligations towards the Bank; or

(ii) prevents the Bank or a Third-Party Guarantor from realising the full value of security taken over the revenues or other benefits derived from any security interest in the Project Agreement.

Cover shall be limited to cases where an arbitral tribunal renders a final, binding and enforceable award providing for damages in respect of the Relevant Party's claim for damages for breach or repudiation; provided that:

(a) the award is for a specified monetary amount, and is rendered for breach of a contractual obligation under, or for repudiation of, a Project Agreement by the Host Government;

(b) the Relevant Party has made reasonable efforts to exhaust all legal remedies to enforce the award against the Host Government for a period of 180 consecutive days from the date of the award. A precautionary demand upon the Bank can be made by a Third-Party Guarantor in cases where this period has not yet expired within the 2 years preclusion period set out in Article 2.03(ii) of this Guarantee. Such precautionary demand does not entitle the Bank to make a demand for payment under this Guarantee, but merely serves as a means to suspend the preclusion set out in article 2.03(ii) of this Guarantee. Any remaining part of the preclusion period shall start to run again upon expiration of the enforcement period. The Bank shall inform the Guarantors of any precautionary demands made by a Third-Party Guarantor;

(c) the Host Government's refusal to enforce the award is arbitrary and/or discriminatory.

For this purpose:

(a) An "arbitral tribunal" means any arbitral tribunal or panel, wherever it is established, which is independent from the Host Government, and which is entrusted under the terms of the Project Agreement to make a final, binding and enforceable award on a claim by a Relevant Party there under and whose award is capable of enforcement in the Host Country under the provisions of the New York Convention on the Recognition and Enforcement of Arbitral Awards;

**3. VOJNA ALI DRŽAVLJANSKI NEMIRI**

pomeni:

vojno (napovedano ali nenapovedano), revolucijo, vstajo, državljansko vojno, upor ali nemire, terorizem ali sabotažo, ki neposredno in nemudoma:

(i) dolžniku z jamstvom za 90 dni preprečijo plačilo zneska z jamstvom ali

(ii) poroku kot tretji osebi ali banki za 90 dni preprečijo izterjavo ustrezno plačanih zneskov z jamstvom ali prejem zneska z jamstvom v ustrezni valuti na način, predviden s pogodbo.

Za vse primere pa velja, da gre za vojno ali državljanske nemire le takrat, ko je bil njihov temeljni namen uveljavljanje političnih ciljev. Ta 3. oddelek ne zajema dejanj, do katerih je prišlo zaradi podpore delavcem, zaposlovanju, študentskim interesom ali drugim nepolitičnim ciljem.

Časovno obdobje 30 ali 90 dni iz 1., 2. in 3. oddelka te priloge se ne uporablja, če je razlog za neplačilo, prikrajšanje za pravice ali neizterjavo nadaljevanje v tej prilogi opredeljenega dogodka, katerega nastanek je bil pravilno ugotovljen pri prejšnjem neplačilu, kjer je že bilo uveljavljeno navedeno časovno obdobje.

**4. ODREKANJE SODNEGA VARSTVA OB KRŠITVI POGODBE**

pomeni:

da vlada gostiteljica ne prizna projektne pogodbe (kakor je opredeljena spodaj) ali jo krši, s tem da:

(i) dolžniku z jamstvom preprečuje izpolnjevanje obveznosti do banke ali k temu bistveno prispeva ali

(ii) banki ali poroku kot tretji osebi preprečuje unovčenje celotne vrednosti zavarovanja, ki se nanaša na prihodke ali druge prejemke iz zavarovanja po projektni pogodbi.

Kritje je omejeno na primere, ko razsodišče izda dokončno, zavezujočo in izvršljivo razsodbo glede odškodninskega zahtevka zadevne stranke za škodo, nastalo zaradi kršitve ali nepriznavanja projektne pogodbe, če:

(a) se razsodba nanaša na določen denarni znesek in je bila izdana, ker je vlada gostiteljica kršila pogodbene obveznosti iz projektne pogodbe ali projektne pogodbe ni priznala;

(b) si je zadevna stranka v 180 zaporednih dneh od datuma razsodbe v razumnem obsegu prizadevala, da bi izkoristila vsa pravna sredstva za izvršitev razsodbe zoper vlado gostiteljico. Porok kot tretja oseba lahko pri banki vložijo preventivni zahtevek v primerih, ko omenjeno obdobje znotraj dveletnega prekluzivnega roka iz točke (ii) člena 2.03 poroštvene pogodbe še ni poteklo. Tak preventivni zahtevek banki ne daje pravice, da zahteva plačilo po tej poroštveni pogodbi, temveč je le sredstvo za odložitev prekluzivnega roka iz točke (ii) člena 2.03 te poroštvene pogodbe. Morebitni preostali del prekluzivnega roka začne ponovno teči po izteku roka za izvršitev. Banka poroke obvesti o vseh preventivnih zahtevkih poroka kot tretje osebe;

(c) vlada gostiteljica samovoljno in/ali diskriminacijsko zavrne izvršitev razsodbe.

V ta namen:

(a) "razsodišče" pomeni vsako arbitražno sodišče ali senat ne glede na to, kje je ustanovljen, ki je neodvisen od vlade gostiteljice ter je v skladu s projektno pogodbo pooblaščen za sprejetje dokončne, zavezujoče in izvršljive razsodbe o zahtevku zadevne stranke na podlagi projektne pogodbe, in katerega razsodbo je v državi gostiteljici mogoče izvršiti v skladu z določbami Newyorške konvencije o priznanju in izvršitvi tujih arbitražnih odločb;

(b) An award is deemed to be **“binding”**, if it creates legal rights for the parties in relation to the subject matter of the dispute between them;

(c) An award is deemed to be **“enforceable”** unless the arbitral tribunal that renders the award, or any other competent body, suspends or denies the enforcement of the award;

(d) An award of an arbitral tribunal is deemed **“final”**, if the time for appeal or challenge to the award has expired without an admissible challenge or appeal having been made;

(e) **“Project”** means a project within the scope of the Cotonou Framework and described by a Project Credit Report;

(f) **“Project Agreement”** means an agreement, contract or binding commitment between a Relevant Party and a Host Government which is directly related to a Project and is, in the reasonable opinion of the Bank, critical to the financial or technical viability of the Project, and includes, by way of illustration, any of the following types of agreement or commitment, namely supply agreements, off-take agreements, subsidy agreements, user agreements, concessions, licences to exploit, or price setting mechanisms;

(g) **“Relevant Party”** means a Borrower or a parent company or a subsidiary of the Borrower situated in the same country than the Borrower.

The Relevant Party or the Third-Party Guarantor shall be obliged to take all reasonable efforts to exhaust available remedies to enforce the award against the Host Government or to use reasonable efforts to ensure that the Relevant Party or the Third-Party Guarantor which is able to exercise those remedies does so.

Each agreement with a Guaranteed Debtor shall reserve for the Bank the right to specify the measures that the Relevant Party or the Third-Party Guarantor shall take, or shall ensure be taken, to enforce an arbitral award on a claim for breach or repudiation of contract. The Bank is not obliged to require any party to take measures that are, in the judgement of the Bank, disproportionate to their likely benefit.

The Bank may agree to reimburse any Guaranteed Debtor for the reasonable cost of enforcement proceedings. The Guarantors shall reimburse the Bank for any cost it thereby incurs.

## 5. GENERAL EXCLUSION

None of the following acts or risks shall warrant the calling of the Guarantee:

– any act of the Host Country to which the Guaranteed Debtor or, in the case of Section 4 of this Annex, the Relevant Party, has freely consented or where the preponderant cause lies in the illegal and unreasonable conduct of the Guaranteed Debtor or the Relevant Party;

– any Political Risk, as defined above, clearly prevailing at the date on which the Bank signed the relevant Loan Agreement or security agreement and producing the effects referred to in this Annex at such date.

### 3. člen

Za izvajanje pogodbe skrbi ministrstvo, pristojno za finance.

### 4. člen

Ta uredba začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 00724-42/2015

Ljubljana, dne 23. septembra 2015

EVA 2015-1811-0180

(b) je razsodba **“zavezujoča”**, če v zvezi s predmetom spora med pogodbenicami vzpostavlja zakonite pravice;

(c) je razsodba **“izvršljiva”**, razen če razsodišče, ki je razsodbo izdalo, ali drug pristojni organ odloži izvršitev razsodbe ali ne dovoli njene izvršitve;

(d) je razsodba razsodišča **“dokončna”**, če je potekel rok za pritožbo ali izpodbijanje sodbe, ne da bi do dopustnega izpodbijanja ali pritožbe prišlo;

(e) **“projekt”** pomeni projekt po cotonoujskem okviru, ki je opisan v poročilu o kreditiranju projekta;

(f) je **“projektna pogodba”** sporazum, pogodba ali zavezujoči dogovor med zadevno stranko in vlado gostiteljico, ki se neposredno nanaša na projekt ter je v skladu z razumno oceno banke ključen za finančno in tehnično izvedljivost projekta ter na primer vključuje enega od naslednjih vrst sporazumov ali zavez, in sicer: pogodbe o dobavi, pogodbe o odjemu, pogodbe o subvencioniranju, pogodbe o uporabi, koncesije, licence za izkoriščanje ali mehanizme za določanje cen;

(g) **“zadevna stranka”** pomeni posojilojemalca ali matično podjetje ali podružnico posojilojemalca s sedežem v isti državi, kjer ga ima posojilojemalec.

Zadevna stranka ali porok kot tretja oseba je zavezan, da si bo v razumnem obsegu prizadeval izkoristiti vsa razpoložljiva pravna sredstva za izvršitev razsodbe zoper vlado gostiteljico ali v razumnem obsegu prizadeval zagotoviti, da zadevna stranka ali porok kot tretja oseba, ki lahko uporabi ta sredstva, to tudi stori.

Vsaka pogodba z dolžnikom z jamstvom daje banki pravico, da določi ukrepe, ki jih mora sprejeti zadevna stranka ali porok kot tretja oseba, ali da zagotovi sprejetje takih ukrepov, da se razsodba o zahtevku zaradi kršitve ali neprižnavanja pogodbe izvrši. Banka ne sme od nobene strani zahtevati sprejetja ukrepov, ki so po mnenju banke nesorazmerni z njihovimi pričakovanimi koristmi.

Banka lahko soglaša, da dolžniku z jamstvom povrne stroške v razumni višini, ki so nastali zaradi postopka izvršitve. Poroki banki povrnejo vse stroške, ki jih je pri tem imela.

## 5. SPLOŠNA IZKLJUČITEV

Poroštva ni mogoče uveljavljati v primeru navedenih dejanj ali tveganj:

– vsakega dejanja države gostiteljice, na katero je brez prisile pristal dolžnik z jamstvom ali zadevna stranka v primeru iz 4. oddelka te priloge, ali kadar je glavni vzrok nezakonito in nerazumno vedenje dolžnika z jamstvom ali zadevne stranke;

– vsakega političnega tveganja, kakor je opredeljeno zgoraj, ki je očitno obstajalo na dan, ko je banka podpisala posojilno pogodbo ali dogovor o zavarovanju, ter je na ta dan že imelo učinke, navedene v tej prilogi.

Mag. Dejan Židan l.r.  
podpredsednik

59. Uredba o ratifikaciji Sporazuma o upravljanju zaostalih plačil med Kraljevino Belgijo, Republiko Bolgarijo, Češko republiko, Kraljevino Dansko, Zvezno republiko Nemčijo, Republiko Estonijo, Irsko, Helensko republiko, Kraljevino Španijo, Francosko republiko, Republiko Hrvaško, Italijansko republiko, Republiko Ciper, Republiko Latvijo, Republiko Litvo, Velikim vojvodstvom Luksemburg, Madžarsko, Republiko Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Republiko Poljsko, Portugalsko republiko, Romunijo, Republiko Slovenijo, Slovaško republiko, Republiko Finsko, Kraljevino Švedsko, Združenim kraljestvom Velika Britanija in Severna Irska in Evropsko investicijsko banko, ki ureja postopke plačil in povračil iz poroštvene pogodbe, ki zadevajo posojila, ki jih Evropska investicijska banka da za investicijske projekte v afriških, karibskih in pacifiških državah ter v čezmorskih državah in ozemljih

Na podlagi šestega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08, 108/09, 80/10 – ZUTD in 31/15) izdaja Vlada Republike Slovenije

## UREDBO

**o ratifikaciji Sporazuma o upravljanju zaostalih plačil med Kraljevino Belgijo, Republiko Bolgarijo, Češko republiko, Kraljevino Dansko, Zvezno republiko Nemčijo, Republiko Estonijo, Irsko, Helensko republiko, Kraljevino Španijo, Francosko republiko, Republiko Hrvaško, Italijansko republiko, Republiko Ciper, Republiko Latvijo, Republiko Litvo, Velikim vojvodstvom Luksemburg, Madžarsko, Republiko Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Republiko Poljsko, Portugalsko republiko, Romunijo, Republiko Slovenijo, Slovaško republiko, Republiko Finsko, Kraljevino Švedsko, Združenim kraljestvom Velika Britanija in Severna Irska in Evropsko investicijsko banko, ki ureja postopke plačil in povračil iz poroštvene pogodbe, ki zadevajo posojila, ki jih Evropska investicijska banka da za investicijske projekte v afriških, karibskih in pacifiških državah ter v čezmorskih državah in ozemljih**

### 1. člen

Ratificira se Sporazum o upravljanju zaostalih plačil med Kraljevino Belgijo, Republiko Bolgarijo, Češko republiko, Kraljevino Dansko, Zvezno republiko Nemčijo, Republiko Estonijo, Irsko, Helensko republiko, Kraljevino Španijo, Francosko republiko, Republiko Hrvaško, Italijansko republiko, Republiko Ciper, Republiko Latvijo, Republiko Litvo, Velikim vojvodstvom Luksemburg, Madžarsko, Republiko Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Republiko Poljsko, Portugalsko republiko, Romunijo, Republiko Slovenijo, Slovaško republiko, Republiko Finsko, Kraljevino Švedsko, Združenim kraljestvom Velika Britanija in Severna Irska in Evropsko investicijsko banko, ki ureja postopke plačil in povračil iz poroštvene pogodbe, ki zadevajo posojila, ki jih Evropska investicijska banka da za investicijske projekte v afriških, karibskih in pacifiških državah ter v čezmorskih državah in ozemljih, sklenjen v Luxembourgju 29. julija 2015.

### 2. člen

Besedilo sporazuma se v angleškem jeziku in prevodu v slovenskem jeziku glasi\*:

\* Besedilo sporazuma v francoskem in nemškem jeziku ter priloga 1 – Seznam naslovov za namene 10. člena so na vpogled v Sektorju za mednarodno pravo Ministrstva za zunanje zadeve in Sektorju za mednarodne finančne odnose Ministrstva za finance.



**ARREARS  
ADMINISTRATION AGREEMENT**

between Kingdom of Belgium, Republic of Bulgaria, Czech Republic, Kingdom of Denmark, Federal Republic of Germany, Republic of Estonia, Ireland, Hellenic Republic, Kingdom of Spain, French Republic, Republic of Croatia, Italian Republic, Republic of Cyprus, Republic of Latvia, Republic of Lithuania, Grand Duchy of Luxembourg, Hungary, Republic of Malta, Kingdom of the Netherlands, Republic of Austria, Republic of Poland, Portuguese Republic, Romania, Republic of Slovenia, Slovak Republic, Republic of Finland, Kingdom of Sweden, United Kingdom of Great Britain and Northern Ireland and European Investment Bank

governing procedures for payments and reimbursements under the Guarantee Agreement concerning loans to be made by the European Investment Bank in favour of investment projects in the African, Caribbean and Pacific States and in the Overseas Countries and Territories

This Agreement is made between:

KINGDOM OF BELGIUM,  
REPUBLIC OF BULGARIA,  
CZECH REPUBLIC,  
KINGDOM OF DENMARK,  
FEDERAL REPUBLIC OF GERMANY,  
REPUBLIC OF ESTONIA,  
IRELAND,  
HELLENIC REPUBLIC,  
KINGDOM OF SPAIN,  
FRENCH REPUBLIC,  
REPUBLIC OF CROATIA,  
ITALIAN REPUBLIC,  
REPUBLIC OF CYPRUS,  
REPUBLIC OF LATVIA,  
REPUBLIC OF LITHUANIA,  
GRAND DUCHY OF LUXEMBOURG,  
HUNGARY,  
REPUBLIC OF MALTA,  
KINGDOM OF THE NETHERLANDS,  
REPUBLIC OF AUSTRIA,  
REPUBLIC OF POLAND,  
PORTUGUESE REPUBLIC,  
ROMANIA,  
REPUBLIC OF SLOVENIA,  
SLOVAK REPUBLIC,  
REPUBLIC OF FINLAND,  
KINGDOM OF SWEDEN,  
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

acting through the services and ministries indicated in the Annex to the present Agreement and represented by the signatories listed on the signature pages

(each a **“Guarantor”** and together the **“Guarantors”** or **“Member States”**)

and

EUROPEAN INVESTMENT BANK having its seat at 100, boulevard Konrad Adenauer, L-2950 Luxembourg Kirchberg, Grand Duchy of Luxembourg, represented by Mr. Werner Hoyer, President

(the **“Bank”**)

**SPORAZUM  
O UPRAVLJANJU ZAOSTALIH PLAČIL**

med Kraljevino Belgijo, Republiko Bolgarijo, Češko republiko, Kraljevino Dansko, Zvezno republiko Nemčijo, Republiko Estonijo, Irsko, Helensko republiko, Kraljevino Španijo, Francosko republiko, Republiko Hrvaško, Italijansko republiko, Republiko Ciper, Republiko Latvijo, Republiko Litvo, Velikim vojvodstvom Luksemburg, Madžarsko, Republiko Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Republiko Poljsko, Portugalsko republiko, Romunijo, Republiko Slovenijo, Slovaško republiko, Republiko Finsko, Kraljevino Švedsko, Združenim kraljestvom Velika Britanija in Severna Irska in Evropsko investicijsko banko,

ki ureja postopke plačil in povračil iz poroštvene pogodbe, ki zadevajo posojila, ki jih Evropska investicijska banka da za investicijske projekte v afriških, karibskih in pacifiških državah ter v čezmorskih državah in ozemljih.

Ta sporazum je sklenjen med:

KRALJEVINO BELGIJO,  
REPUBLIKO BOLGARIJO,  
ČEŠKO REPUBLIKO,  
KRALJEVINO DANSKO,  
ZVEZNO REPUBLIKO NEMČIJO,  
REPUBLIKO ESTONIJO,  
IRSKO,  
HELENSKO REPUBLIKO,  
KRALJEVINO ŠPANIJO,  
FRANCOSKO REPUBLIKO,  
REPUBLIKO HRVAŠKO,  
ITALIJANSKO REPUBLIKO,  
REPUBLIKO CIPER,  
REPUBLIKO LATVIJO,  
REPUBLIKO LITVO,  
VELIKIM VOJVODSTVOM LUKSEMBURG,  
MADŽARSKO,  
REPUBLIKO MALTO,  
KRALJEVINO NIZOZEMSKO,  
REPUBLIKO AVSTRIJO,  
REPUBLIKO POLJSKO,  
PORTUGALSKO REPUBLIKO,  
ROMUNIJO,  
REPUBLIKO SLOVENIJO,  
SLOVAŠKO REPUBLIKO,  
REPUBLIKO FINSKO,  
KRALJEVINO ŠVEDSKO,  
ZDRUŽENIM KRALJESTVOM VELIKA BRITANIJA IN SEVERNA IRSKA,

ki nastopajo prek služb in ministrstev, naštetih v prilogi k sporazumu, in jih zastopajo podpisniki, navedeni na podpisnih straneh

(posamezno **“porok”** in skupaj **“poroki”** ali **“države članice”**),

in

EVROPSKO INVESTICIJSKO BANKO s sedežem na 100, boulevard Konrad Adenauer, L-2950 Luxembourg Kirchberg, Veliko vojvodstvo Luksemburg, ki jo zastopa predsednik g. Werner Hoyer (**“banka”**),

**WHEREAS:**

1. The Guarantors are parties to the Guarantee Agreement concluded with the Bank on the date hereof (the “**Guarantee Agreement**” or “**Guarantee**”) in respect of the Loans made by the Bank from its own resources under the Internal Agreement signed at Luxembourg and Brussels on 24 and 26 June 2013 respectively relating to the financing of Community aid under the multi-annual financial framework for the period 2014 to 2020 in accordance with the Partnership Agreement signed in Cotonou (Benin) on 23 June 2000 between the European Community and its Member States and the African, Caribbean and Pacific States as first revised in Luxembourg on 25 June 2005 and as amended for the second time in Ouagadougou on 22 June 2010 and on the allocation of financial assistance for the Overseas Countries and Territories to which part four of the Treaty on the Functioning of the European Union applies under Council Decision 2001/822/EC of 27 November 2001 on the association of the Overseas Countries and Territories with the European Union (as amended or replaced from time to time).

2. The Guarantee provides for subrogation of the Guarantors to the rights and remedies of the Bank against the Guaranteed Debtors to the extent that the Guarantors make a payment under the Guarantee.

3. The Guarantors and the Bank intend by means of the present Agreement (referred to in the Guarantee as the “**Cotonou III Arrears Administration Agreement**”) to set out provisions and procedures for the recovery of claims in respect of Subrogated Sums.

4. The present Agreement further gives effect to the Guarantee which provides that where a Guarantor is subrogated to the rights and remedies of the Bank in relation to any Loan, the Bank and the Guarantor shall enter into an agreement for the Bank’s administration and management of the Loan.

The present Agreement does not preclude the Bank and the Guarantors from making specific agreements for the management of individual Loans.

**IT IS HEREBY AGREED AS FOLLOWS:****Article 1  
Definitions**

In this Agreement:

“**Agreement**” means this Arrears Administration Agreement.

“**Call Date**” means the date on which a call is made on the Guarantors under the Guarantee.

“**Call Date Exchange Rate**” in respect of any currency means the rate of exchange between euro and that currency, as published by the European Central Bank at 2 PM Frankfurt time five EIB Business Days prior to the Call Date.

“**Borrower**” has the meaning ascribed to it in the Guarantee.

“**Default Date**” means the due date for payment of a sum owed by a Guaranteed Debtor under a Loan Agreement, and in respect of which no discharge has been received.

“**Default Sum**” means a sum owed by a Guaranteed Debtor under a Loan Agreement, and in respect of which the due date for payment has passed.

“**EIB Business Day**” means a day on which the Bank is open for normal business in Luxembourg.

“**EIB Financing Operation**” has the meaning ascribed to it in the Guarantee.

“**Guarantee Agreement**” or “**Guarantee**” has the meaning ascribed to it in the first Recital.

“**Guaranteed Debtor**” has the meaning ascribed to it in the Guarantee.

“**Guarantee Payment**” means a payment by a Guarantor to the Bank of Guaranteed Sums under the Guarantee.

**KI SE GLEDE NA TO,**

1. da so poroki pogodbenice poroštvene pogodbe, sklenjene z banko na dan tega sporazuma (“**poroštvena pogodba**” ali “**poroštvo**”), za posojila, ki jih je banka dala iz svojih lastnih sredstev na podlagi Notranjega sporazuma, podpisanega v Luxembourg in Bruslju 24. in 26. junija 2013, in se nanašajo na financiranje pomoči Skupnosti na podlagi večletnega finančnega okvira za obdobje od 2014 do 2020 v skladu s Sporazumom o partnerstvu, podpisanim 23. junija 2000 v Cotonouju (Benin) med Evropsko skupnostjo in njenimi državami članicami ter afriškimi, karibskimi in pacifiškimi državami, kakor je bil prvič spremenjen v Luxembourg 25. junija 2005 in drugič v Ouagadougou 22. junija 2010, ter o dodelitvi finančne pomoči čezmorskim državam in ozemljem, za katere velja četrti del Pogodbe o delovanju Evropske unije na podlagi Sklepa Sveta 2001/822/ES z dne 27. novembra 2001 o pridružitvi čezmorskih držav in ozemelj Evropski uniji (kot je občasno spremenjen ali nadomeščen);

2. da poroštvena pogodba predvideva prenos pravic in pravnih sredstev banke do dolžnikov z jamstvom na poroke, če ti plačajo znesek na podlagi poroštvene pogodbe;

3. da poroki in banka nameravajo s tem sporazumom (v poroštvni pogodbi imenovan “**cotonoujski sporazum o upravljanju zaostalih plačil III**”) sprejeti določbe in postopke za izterjavo zneskov prenesenih terjatev;

4. da ta sporazum omogoča tudi izvajanje poroštvene pogodbe, ki določa, da ob porokovem prevzemu pravic in pravnih sredstev banke v zvezi s katerim koli posojilom banka in porok skleneta pogodbo o bankinem upravljanju in vodenju posojila;

da ta sporazum ne preprečuje banki in porokom skleniti posebnih sporazumov o vodenju posameznih posojil,

**DOGOVORIJO:****1. člen  
Pomen izrazov**

V tem sporazumu:

“**sporazum**” pomeni ta sporazum o upravljanju zaostalih plačil;

“**dan poziva**” pomeni dan, ko so bili poroki pozvani na podlagi poroštvene pogodbe;

“**menjalni tečaj na dan poziva**” za katero koli valuto pomeni menjalni tečaj med evrom in to valuto, kakor ga je objavila Evropska centralna banka ob 2. uri popoldne po frankfurtskem času pet delovnih dni EIB pred dnevom poziva;

“**posojilojemalec**” ima enak pomen kot v poroštvni pogodbi;

“**dan neizpolnitve finančne obveznosti**” pomeni dan zapadlosti plačila zneska, ki ga dolžnik z jamstvom dolguje po posojilni pogodbi in še ni bil plačan;

“**zapadli neplačani znesek**” pomeni znesek, ki ga dolžnik z jamstvom dolguje po posojilni pogodbi, dan plačila pa je že potekel;

“**delovni dan EIB**” pomeni dan, ko banka običajno posluje v Luxembourg;

“**posel financiranja EIB**” ima enak pomen kot v poroštvni pogodbi;

“**poroštvena pogodba**” ali “**poroštvo**” ima enak pomen kot v prvi uvodni navedbi;

“**dolžnik z jamstvom**” ima enak pomen kot v poroštvni pogodbi;

“**plačilo na podlagi poroštvene pogodbe**” pomeni plačilo zneska z jamstvom, ki ga porok plača banki na podlagi poroštvene pogodbe;

“**Guaranteed Sum(s)**” has the meaning ascribed to it in the Guarantee.

“**Host Country**” has the meaning ascribed to it in the Guarantee.

“**Loan**” has the meaning ascribed to it in the Guarantee.

“**Loan Agreement**” has the meaning ascribed to it in the Guarantee.

“**Loan-loss Cover Account**” or “**LLCA**” means an account denominated in euro to be maintained by the Bank in the name of the Guarantors, which is intended to mitigate risks assumed by the Member States under the Guarantee and shall be managed in accordance with the terms and conditions laid down by the Bank’s governing bodies from time to time. The LLCA shall be funded from (i) the income resulting from the application of risk-pricing on EIB Financing Operations as approved by the Bank’s governing bodies in accordance with its internal rules from time to time (ii) Recovered Amounts and (iii) credit interest to be calculated at a daily interest rate, payable on a monthly basis, to be determined and notified by the Bank in accordance with the applicable principles from time to time laid down by the Bank’s governing bodies. The LLCA shall be debited with (i) Guarantee Payments, pursuant to this Agreement, and (ii) the Recovery Administration Fee, provided there are sufficient funds in the account.

“**Member State Call Account**” or “**MSCA**” means an account denominated in euro to be maintained by the Bank in the name of each Guarantor, which shall be managed in accordance with the terms and conditions laid down by the Bank’s governing bodies from time to time. The MSCAs shall be debited with (i) Guarantee Payments, pursuant to this Agreement, (ii) debit interest to be calculated at a daily interest rate, payable on a monthly basis, to be determined and notified by the Bank in accordance with the applicable principles from time to time laid down by the Bank’s governing bodies and (iii) the Recovery Administration Fee. The MSCAs shall be credited by the Guarantors with (i) amounts equivalent to expected Guarantee Payments under the Guarantee and (ii) amounts in respect of any negative balance and accrued debit interest, and credited by the Bank with (i) Recovered Amounts and (ii) credit interest to be calculated at a daily interest rate, payable on a monthly basis, to be determined and notified by the Bank in accordance with the applicable principles from time to time laid down by the Bank’s governing bodies.

“**Recovery Administration Fee**” or “**Fee**” means a fee as defined under Article 5 of this Agreement.

“**Recovered Amounts**” means the part of a Subrogated Sum actually recovered by and paid to the Bank.

“**Recovery Date Exchange Rate**” means the rate of exchange between euro and the currency of the amount recovered against a Default Sum, as published by the European Central Bank at 2 p.m. Frankfurt time five EIB Business Days after the date on which the relevant amount is recovered and is freely available to the Bank.

“**Third-Party Guarantee**” has the meaning ascribed to it in the Guarantee.

“**Third-Party Guarantor**” has the meaning ascribed to it in the Guarantee.

“**Subrogated Sum**” means a sum to which the Guarantors are entitled by virtue of a payment made by the Guarantors to the Bank under the Guarantee.

In this Agreement, unless the context otherwise requires:

(a) headings are for convenience only and do not affect the interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa; and

(c) a reference to an Article, a party or an Annex is a reference to that Article of, or that party or Annex to this Agreement.

“**znesek ali zneski z jamstvom**” ima enak pomen kot v poroštvni pogodbi;

“**država gostiteljica**” ima enak pomen kot v poroštvni pogodbi;

“**posojilo**” ima enak pomen kot v poroštvni pogodbi;

“**posojilna pogodba**” ima enak pomen kot v poroštvni pogodbi;

“**račun za kritje izgub pri posojilih**” ali “**RKIP**” pomeni račun, denominiran v evrih, ki ga vodi banka v imenu porokov, katerega namen je zmanjšati tveganja, ki jih države članice prevzamejo na podlagi poroštvne pogodbe, in se vodi v skladu s pogoji, ki jih občasno določijo organi upravljanja banke. Na RKIP se stekajo (i) prihodki iz pribitka na podlagi ocene kreditnega tveganja pri poslih financiranja EIB, ki jih občasno odobrijo organi upravljanja banke v skladu z notranjimi pravili, razen operacije zasebnega sektorja, (ii) izterjani zneski in (iii) obresti pozitivnega stanja, plačljive mesečno, izračunane po dnevni obrestni meri, ki jo določi in sporoči banka v skladu z veljavnimi načeli, ki jih občasno določijo organi upravljanja banke. RKIP se bremeni za (i) plačila na podlagi poroštvne pogodbe v skladu s tem sporazumom in (ii) provizijo za izterjavo, če je na računu dovolj sredstev;

“**odprti račun države članice**” ali “**ORDČ**” pomeni račun, denominiran v evrih, ki ga vodi banka v imenu posameznega poroka, in se vodi v skladu s pogoji, ki jih občasno določijo organi upravljanja banke. ORDČ se bremeni za (i) plačila na podlagi poroštvne pogodbe v skladu s tem sporazumom (ii) obresti negativnega stanja, plačljive mesečno, izračunane po dnevni obrestni meri, ki jo določi in sporoči banka v skladu z veljavnimi načeli, ki jih občasno določijo organi upravljanja banke, in (iii) provizijo za izterjavo. Poroki na ORDČ nakažejo (i) zneske v višini pričakovanih plačil na podlagi poroštvne pogodbe in (ii) zneske v zvezi z negativnim stanjem ter natečenimi obrestmi negativnega stanja, banka pa na njih nakaže (i) izterjane zneske in (ii) obresti pozitivnega stanja, plačljive mesečno, izračunane po dnevni obrestni meri, ki jo določi in sporoči banka v skladu z veljavnimi načeli, ki jih občasno določijo organi upravljanja banke;

“**provizija za izterjavo**” ali “**provizija**” pomeni provizijo, kakor je določena v 5. členu tega sporazuma;

“**izterjani zneski**” pomeni tisti del zneska prenesenih terjatev, ki ga je banka dejansko izterjala in je bil plačan;

“**menjalni tečaj na dan izterjave**” pomeni menjalni tečaj med evrom in valuto izterjanega zneska glede na zapadli neplačani znesek, kakor ga je objavila Evropska centralna banka ob 2. uri popoldne po frankfurtskem času pet delovnih dni EIB po dnevnu, ko je bil ta znesek izterjan in s katerim banka prosto razpolaga;

“**porošstvo tretje osebe**” ima enak pomen kot v poroštvni pogodbi;

“**porok kot tretja oseba**” ima enak pomen kot v poroštvni pogodbi;

“**znesek prenesene terjatve**” pomeni znesek, do katerega so upravičeni poroki zaradi plačila, ki so ga na podlagi poroštvne pogodbe nakazali banki.

Razen če sobesedilo ne zahteva drugače, v tem sporazumu:

(a) so naslovi namenjeni zgolj boljši preglednosti in ne vplivajo na razlago tega sporazuma;

(b) besede v ednini vključujejo množino in nasprotno;

(c) sklicevanje na neki člen, stranko ali prilogo pomeni sklicevanje na člen, stranko ali prilogo tega sporazuma.

**Article 2**  
**Scope of the Agreement**

- 2.01 This Agreement sets out provisions and procedures for the recovery of claims in respect of Subrogated Sums.
- 2.02 This Agreement shall apply to any Guarantee granted by the Guarantors to the Bank in respect of Guaranteed Sums provided that the Guarantors and the Bank expressly so agree in writing. Each party hereby declares to so agree, subject to any amendment to this Agreement as may be subsequently agreed by the parties.
- 2.03 Each Guarantor confirms its obligations as expressed in the Guarantee and appoints the Bank to administer Subrogated Sums for the purpose of effecting recovery in accordance with the terms and conditions of this Agreement.

**Article 3**  
**Terms of Payment**

- 3.01 When a Default Sum arises under a Loan Agreement and remains outstanding for a period of approximately five months, the Bank shall make a call under the Guarantee in respect thereof.
- 3.02 The Bank shall make a call in respect of a Guaranteed Sum in accordance with and pursuant to the terms of the Guarantee. The Guaranteed Sum demanded by the Bank under the Guarantee shall be expressed in euro and shall be calculated at the Call Date Exchange Rate. The time for payment by the Guarantors of a Guaranteed Sum shall be as specified in the Guarantee.
- 3.03 The Bank shall apply funds held in the LLCA in discharge of the Guaranteed Sum on the Call Date. To the extent that the funds in the LLCA are not sufficient to discharge the Guaranteed Sum in full, the Bank shall on the Call Date withdraw from each MSCA an amount in proportion to the Guarantors' respective participation as provided in the Guarantee. Debit interest will accrue and be payable on any resulting negative MSCA balance. Each Guarantor must pay to the Bank any resulting negative balance on its MSCA under that call within the time for payment by the Guarantors of a Guaranteed Sum, as specified in the Guarantee. Debit interest accrued on the MSCAs shall be payable by the Guarantors each year by 31<sup>st</sup> of December, at the latest.
- 3.04 The Bank shall generate an account statement in respect of each call under a Guarantee, informing the Guarantor of the amounts applied from the LLCA and the MSCAs in respect of the Guaranteed Sums and the resulting balance of the LLCA and MSCAs.
- 3.05 By 30<sup>th</sup> of April of each year, the Bank shall provide each Guarantor with a report setting out:  
(i) a non-exhaustive forecast of expected calls under the Guarantee for the current calendar year; and  
(ii) the recovery proceeding(s) initiated on behalf of and in the name of the Guarantor during the previous calendar year.  
Additionally, the Bank shall provide the Guarantors on a monthly basis with an electronic account statement in respect of the LLCA and the MSCA.

**2. člen**  
**Predmet sporazuma**

- 2.01 Sporazum vsebuje določbe in postopke za izterjavo zneskov prenesenih terjatev.
- 2.02 Sporazum velja za vsako poroštvo, ki so ga poroki dali banki v zvezi z zneski z jamstvom, če se poroki in banka tako izrecno pisno dogovorijo. Vsaka stranka s tem izjavi, da se s tem strinja, razen s spremembami tega sporazuma, ki bodo morda dogovorjene pozneje.
- 2.03 Vsak porok potrjuje svoje obveznosti iz poroštvene pogodbe in pooblašča banko, da upravlja zneske prenesenih terjatev z namenom izterjave v skladu s pogoji iz tega sporazuma.

**3. člen**  
**Plačilni pogoji**

- 3.01 Kadar zapadli neplačani znesek iz posojilne pogodbe ostane neporavnan približno pet mesecev, banka zanj uveljavlja poroštvo.
- 3.02 Banka za znesek z jamstvom uveljavlja poroštvo v skladu in pod pogoji iz poroštvene pogodbe. Znesek z jamstvom, ki ga na podlagi poroštva zahteva banka, je izražen v evrih in izračunan po menjalnem tečaju na dan poziva. Rok porokovega plačila zneska z jamstvom je določen v poroštveni pogodbi.
- 3.03 Banka bo na dan poziva za poravnavo zneska z jamstvom uporabila sredstva z RKIP. Če na RKIP ne bo dovolj sredstev za poravnavo celotnega zneska z jamstvom, bo banka na dan poziva z vsakega ORDČ črpala sorazmerni znesek deleža posameznega poroka, določenega v poroštveni pogodbi. Za vsako nastalo negativno stanje na ORDČ se obračunajo in plačajo obresti negativnega stanja. Vsak porok mora banki na ta poziv poravnati nastalo negativno stanje na svojem ORDČ v roku za plačilo zneskov z jamstvom, kot je določeno v poroštveni pogodbi. Poroki vsako leto plačajo obresti negativnega stanja, natečene na ORDČ, najpozneje do 31. decembra.
- 3.04 Banka za vsak poziv na podlagi poroštva pripravi izpisek stanja, s katerim poroka obvesti o zneskih, ki so bili črpani z RKIP in ORDČ za plačilo zneskov z jamstvom, ter o novem stanju na RKIP in ORDČ.
- 3.05 Banka vsako leto do 30. aprila vsakemu poroku pošlje poročilo, ki vsebuje:  
(i) okvirno napoved predvidenih pozivov na podlagi poroštva za tekoče koledarsko leto; in  
(ii) postopek(-ke) izterjave, ki ga (jih) je v imenu in za račun poroka začela banka v preteklem koledarskem letu.  
Poleg tega banka porokom mesečno pošilja elektronski izpisek o stanju na RKIP in ORDČ.

**Article 4****Procedure following Recoveries**

- 4.01 Where the Bank recovers any part of a Subrogated Sum for the account of the Guarantors, the Bank shall without undue delay repay into the LLCA an amount equivalent to the amounts applied from the LLCA in discharge of the Default Sum, less the amount of the Fee due under Article 5. Any amount remaining shall be distributed to the MSCAs in proportion to the Guarantors' respective participation as provided in the Guarantee, less the amount of the Fee due under Article 5. The Bank shall, if necessary, convert the recovered sum into euro and shall, for this purpose, apply the Recovery Date Exchange Rate.
- 4.02 In the cases described in Article 5.05 of the Guarantee and if requested to do so by the Guarantors, should the value of a deposit or equivalent financial asset have diminished at the time when such deposit or equivalent financial asset made available by the Guaranteed Debtor for loans in the host country, being a Subrogated Sum, becomes transferable or convertible, the Bank shall make use of any rights and remedies conferred on it under and pursuant to a framework agreement entered into between the Bank and the Host Government, in order to seek to recover an amount corresponding to the amount of the devaluation.
- 4.03 Subject to the instructions of a Guaranteed Debtor, the Bank may allocate any amount recovered in respect of a Default Sum owed by that Guaranteed Debtor in or towards the discharge of the same or any other Default Sum owed by the Guaranteed Debtor. For this purpose, the Bank may effect the conversions of currency that it may deem necessary.

**Article 5****Remuneration of the Bank**

- 5.01 By way of remuneration for the Bank's services to the Guarantors under this Agreement and, in particular, for any temporary exchange risk incurred, each Guarantor shall severally pay to the Bank its respective share of the Recovery Administration Fee.
- The Fee shall be calculated at the rate of 2% p.a. as may be revised and notified by the Bank in accordance with the applicable principles from time to time laid down by the Bank's governing bodies and shall be charged from day to day on the outstanding amount of each Guaranteed Sum less any recoveries obtained. It shall be payable for the period running from the due date of the Default Sum to the date on which the Bank recovers the last amount outstanding in respect thereof.
- The Fee shall be calculated on the basis of a month of 30 days and a year of 360 days.
- The Fee shall be payable in a single instalment on each date on which any portion of a Guaranteed Sum is recovered. The Fee shall be payable in euro and be calculated at the Recovery Date Exchange Rate.
- 5.02 Five years from the date of entry into force of this Agreement and thereafter at convenient periodic intervals, the Bank shall, if it deems it appropriate, propose a revision of the rate for calculation of the Fee mentioned in this Article 5. This revision shall take account of changes in the volume of work involved in the execution of this Agreement and other relevant factors. Such revision may be upward or downward. Any downward revision shall take immediate effect. Any upward revision shall take effect upon receipt by the Bank of the consents of 75% by weight of the Guarantors, calculated as provided for in Article 9. The Guarantors shall not unreasonably withhold or delay their consent.

**4. člen****Postopek po izterjavi**

- 4.01 Kadar banka izterja del zneska prenesene terjatve za poroke, brez nepotrebne odlašanja na RKIP vrne znesek, ki je enak vsoti zneskov, plačanih z RKIP za poplačilo zapadlega neplačanega zneska, od katere odšteje provizijo iz 5. člena. Morebitni preostali znesek porazdeli med ORDČ sorazmerno z dejanskimi deleži porokov, določenimi v poroštveni pogodbi, od katerega pa odšteje provizijo iz 5. člena. Banka po potrebi pretvori izterjani znesek v evre in za ta namen uporabi menjalni tečaj na dan izterjave.
- 4.02 Banka v primerih iz člena 5.05 poroštvene pogodbe in na zahtevo porokov uporabi vse pravice in pravna sredstva, ki jih ima na voljo v skladu z okvirnim sporazumom med banko in vlado gostiteljico, da izterja znesek v višini zmanjšane vrednosti, če se je vrednost depozita ali enakovrednega finančnega premoženja zmanjšala takrat, ko tak depozit ali enakovredno finančno premoženje, ki ga je dolжник z jamstvom dal na razpolago za posojila v državi gostiteljici kot znesek prenesene terjatve, postane prenosljivo ali zamenljivo.
- 4.03 Banka lahko po navodilih dolžnika z jamstvom porabi kateri koli izterjani znesek v zvezi z zapadlim neplačanim zneskom, ki ga dolguje dolжник z jamstvom, za poravnavo tega ali katerega koli drugega zapadlega neplačanega zneska, ki ga dolguje dolжник z jamstvom. Za ta namen lahko banka opravi pretvorbe valut, za katere meni, da so potrebne.

**5. člen****Nadomestilo banki**

- 5.01 Kot nadomestilo banki za njene storitve porokom na podlagi tega sporazuma in zlasti zaradi začasno nastalega tečajnega tveganja vsak porok banki plača svoj delež provizije za izterjavo.
- Provizija znaša 2% letno, banka pa jo lahko spremeni in sporoči v skladu z veljavnimi načeli, ki jih občasno določijo organi upravljanja banke, ter se dnevno obračunava na neporavnani znesek vsakega zneska z jamstvom, zmanjšan za že izterjane zneske. Provizija se plačuje za obdobje od dneva zapadlosti zapadlega neplačanega zneska do dne, ko banka izterja zadnji neporavnani znesek.
- Pri izračunu provizije se šteje, da ima mesec 30 dni in leto 360 dni.
- Provizija se plačuje v enem znesku na vsak tisti dan, ko je izterjan del zneska z jamstvom. Provizija se plačuje v evrih in se obračuna po menjalnem tečaju na dan izterjave.
- 5.02 Pet let po uveljavitvi tega sporazuma in nato v ustreznih časovnih presledkih banka, če meni, da je to primerno, predlaga spremembo odstotka provizije iz tega 5. člena. Sprememba upošteva spremenjeni obseg dela v zvezi z izvajanjem tega sporazuma in druge s tem povezane dejavnike. Sprememba lahko pomeni zvišanje ali znižanje provizije. Vsako znižanje provizije začne veljati takoj. Vsako zvišanje provizije pa začne veljati, ko banka prejme soglasje 75% ponderiranih glasov porokov, izračunanih v skladu z 9. členom. Poroki ne smejo neupravičeno odreči ali zavlačevati soglasja.

**Article 6****Release from Administration Duty**

- 6.01 The Bank shall be released from its duties of administration of a Subrogated Sum in the following circumstances:
- (a) where, by a decision, having the consent of Guarantors holding 75% or more by value of the Guarantors' aggregate entitlement to the Subrogated Sum, as determined pursuant to Article 9, the Guarantors authorise the Bank to suspend/abandon further action in relation thereto, other than to remit amounts recovered;
- (b) where the Bank renounces its duties in respect of a Subrogated Sum by communication to the Guarantors made at any time after the later of (i) the 12<sup>th</sup> anniversary of the due date for payment and (ii) the date falling nine months from the due date for the last scheduled repayment under the relevant Loan Agreement; or
- (c) where the Bank has amended the terms of an agreement with a Guaranteed Debtor pursuant to Article 4.02 of the Guarantee and such amendment has the effect of reducing or writing off a Guaranteed and/or Subrogated Sum, provided that in relation thereto the Bank has acted at all times in accordance with Article 4.01 of the Guarantee.
- 6.02 For the purposes of Article 6.01(a), the Bank shall suspend action towards the Guaranteed Debtor from the date on which the Bank is in receipt of sufficient consents to form the required majority or, as the case may be, the date on which the Bank gives to the Guarantors notice of renunciation, provided that suspension shall not prejudice the Bank's obligation to preserve the Guaranteed Debtor's liability for the Default Sum and shall not prejudice the Bank's obligation to maintain the accounts in connection with the Default Sum pursuant to this Agreement. The Bank shall promptly inform the Guarantors of the suspension. The suspension is irreversible.
- 6.03 If the Bank is released from its duty to endeavour to recover a Subrogated Sum, the Guarantors shall pay the residual Fee accrued up to the date of the release. However, if the Bank is released from its duty in connection with a Subrogated Sum by reason of a general programme of discharge, for example under the programme for heavily indebted poor countries (HIPC), the Recovery Administration Fee shall be payable at the rate of 1% p.a., as may be revised and notified by the Bank in accordance with the applicable principles from time to time laid down by the Bank's governing bodies, instead of the rate mentioned in Article 5. The residual Fee is payable and shall be debited from the LLCA and/or MSCAs two months from the date upon which the Bank's duty has ceased, as notified to the Guarantors by the Bank.

**Article 7****Taxes and Expenses**

- 7.01 The Guarantors shall indemnify the Bank for all taxes incurred by the Bank in the carrying out of its duties under this Agreement. The Bank shall account for any eventual reimbursement of taxes from other sources.

**6. člen****Odveza od dolžnosti upravljanja**

- 6.01 Banka je odvezana svoje dolžnosti upravljanja zneska prenesene terjatve v naslednjih okoliščinah:
- (a) kadar poroki, ki imajo 75% ali več skupne pravice porokov do zneska prenesene terjatve, kakor je določeno v 9. členu, pooblastijo banko, da odloži/opusti nadaljnje ukrepanje v zvezi s tem, razen nakazila izterjanih zneskov;
- (b) kadar banka s sporočilom porokom prekliče svoje dolžnosti, povezane z zneskom prenesene terjatve, kadar koli po (i) 12 letih od dneva zapadlosti plačila ali (ii) devetih mesecih po dnevu zapadlosti zadnjega predvidenega vračila iz posojilne pogodbe; ali
- (c) kadar je banka spremenila pogoje sporazuma z dolžnikom z jamstvom v skladu s členom 4.02 poroštvene pogodbe in ima taka sprememba za posledico zmanjšanje ali odpis zneska z jamstvom in/ali zneska prenesene terjatve, pod pogojem, da je banka pri tem ves čas delovala v skladu s členom 4.01 poroštvene pogodbe.
- 6.02 Za namene člena 6.01(a) banka preneha ukrepati proti dolžniku z jamstvom od dneva, ko prejme zadostno soglasje, ki predstavlja zahtevano večino ali, odvisno od primera, od dneva, ko poroke obvesti o prenehanju ukrepanja, pod pogojem, da tako prenehanje ne vpliva na dolžnosti banke, da se ohranijo obveznosti dolžnika z jamstvom v zvezi z zapadlim neplačanim zneskom ter ne vpliva na obveznost banke za vodenje računov v zvezi z zapadlim neplačanim zneskom po tem sporazumu. Banka o prenehanju ukrepanja takoj obvesti poroke. Prenehanje ukrepanja je nepreklicno.
- 6.03 Če je banka odvezana dolžnosti prizadevati si za izterjavo zapadlega neplačanega zneska, poroki plačajo preostalo provizijo, nastalo do dne odveze. Če pa je banka odvezana svoje dolžnosti v zvezi z zneskom prenesenih terjatev zaradi splošnega odpisa dolgov, na primer po programu za zelo zadolžene revne države (HIPC), se namesto po stopnji iz 5. člena plača provizija za izterjavo v višini 1% letno, banka pa jo lahko spremeni in sporoči v skladu z veljavnimi načeli, ki jih občasno določijo organi upravljanja banke. Preostala provizija se plača ali se bremeni RKIP in/ali ORDČ dva meseca po prenehanju dolžnosti banke, o čemer banka obvesti poroke.

**7. člen****Davki in stroški**

- 7.01 Poroki banki povrnejo vse davke, ki bremenijo banko pri izvajanju njenih dolžnosti po tem sporazumu. Banka izkaže morebitna vračila davkov iz drugih virov.

7.02 In addition to any fee which may be payable under Article 5, the Guarantors shall, in proportion to their respective shares in Guaranteed Sums, and up to the aggregate limit of 2% of the Default Sum laid down by Article 1.01 of the Guarantee, indemnify the Bank for all external expenses reasonably incurred by the Bank. The said limit shall not apply where the Bank gives to the Guarantors prior written notice that it will incur expenses which may exceed the limit but which it believes will increase the net sum recovered. This indemnity shall be limited to expenses for obtaining from third parties advice and services that the staff of the Bank could not reasonably provide. The Bank may deduct such expenses from any amount recovered against any Subrogated Sum. It shall render accounts to the Guarantors. The Guarantors' obligations are conditional upon the Bank having first endeavoured and failed during a period of 90 days to obtain reimbursement of the expenses from the Guaranteed Debtor. The Bank shall continue to seek reimbursement from the Guaranteed Debtor, notwithstanding payment by the Guarantors.

**Article 8**  
**Law and Jurisdiction**

8.01 This Agreement shall be governed by and construed in accordance with the general principles common to the laws of the Member States. Any dispute between the parties to this Agreement that is not promptly and amicably resolved shall be referred for decision to the Court of Justice of the European Union pursuant to Article 272 of the Treaty on the Functioning of the European Union.

**Article 9**  
**Amendments**

9.01 Any amendment to this Agreement shall be concluded with the consent of the Bank and by favourable decision of 75% by weight of the Guarantors, as calculated by reference to the contribution of each Guarantor to the capital of the Bank. Each Guarantor individually agrees to be bound by any amendment so decided.

**Article 10**  
**Notices and Communications**

10.01 Notices and other communications given hereunder to the Guarantors or to the Bank shall be sent by registered letter or other recognised means of communication addressed to the recipient at its address set out below:

For a Guarantor: Its address set out in the Annex  
For the Bank: 100, boulevard Konrad Adenauer  
L-2950 Luxembourg

Any change to the addresses as listed above shall have effect only after such change has been notified in writing to the other parties.

The Recitals and the Annex form an integral part of this Agreement.

**Article 11**  
**Signature of Agreement**

11.01 This Agreement will be binding in respect of each Guarantor immediately upon its valid signature or, as applicable, its ratification of the Agreement and shall have effect from 1 January 2014.

7.02 Poleg morebitne provizije, ki se lahko plača v skladu s 5. členom, poroki sorazmerno s svojimi deleži v zneskih z jamstvom in do zgornje meje 2% zapadlega neplačanega zneska, določene v členu 1.01 poroštvne pogodbe, banki povrnejo vse njene upravičene zunanje stroške. Ta zgornja meja pa ne velja, kadar banka vnaprej pisno obvesti poroke, da utegnejo njeni stroški preseči zgornjo mejo, vendar pa se bo po njenem mnenju zvišal tudi izterjani neto znesek. Povračilo stroškov je omejeno na stroške svetovanja in storitev tretjih oseb, ki jih osebje banke ne more ustrezno zagotoviti. Banka lahko take stroške odšteje od katerega koli izterjanega zneska prenesene terjatve. Banka porokom predloži izkaze. Obveznost porokov nastane šele potem, ko si je banka 90 dni neuspešno prizadevala izterjati povračilo stroškov od dolžnika z jamstvom. Ne glede na plačilo porokov si banka še naprej prizadeva za vračilo stroškov od dolžnika z jamstvom.

**8. člen**  
**Pravo, ki se uporablja, in sodna pristojnost**

8.01 Za ta sporazum veljajo splošna načela, skupna pravu držav članic, in je sestavljen v skladu z njimi. Spori med pogodbenicami tega sporazuma, ki niso brez odlašanja rešeni po mirni poti, se predložijo v odločanje Sodišču Evropske unije v skladu z 272. členom Pogodbe o delovanju Evropske unije.

**9. člen**  
**Spremembe**

9.01 Spremembe tega sporazuma se sklenejo s soglasjem banke in pritrdilno odločitvijo 75% ponderiranih glasov porokov, izračunanih glede na prispevek posameznega poroka h kapitalu banke. Vsak porok posamično soglaša, da so tako sprejete spremembe zanj zavezujoče.

**10. člen**  
**Obvestila in sporočila**

10.01 Obvestila in druga sporočila, dana po tem sporazumu porokom ali banki, se pošljejo s priporočenim pismom ali drugim prizanim komunikacijskim sredstvom na navedene naslove prejemnikov:

za poroka: naslov iz priloge,  
za banko: 100, boulevard Konrad Adenauer  
L-2950 Luxembourg

Morebitne spremembe navedenih naslovov začnejo učinkovati šele, ko so bile o njih druge stranke pisno obveščene.

Uvodne navedbe in priloga so sestavni del tega sporazuma.

**11. člen**  
**Podpis sporazuma**

11.01 Ta sporazum postane zavezujoč za vsakega poroka takoj po njegovem veljavnem podpisu ali po potrebi po njegovi ratifikaciji in učinkuje od 1. januarja 2014.

11.02 The authentic texts of this Agreement shall be in English, French and German. Each Guarantor may sign in any one of the three authentic languages.

11.02 Verodostojna besedila tega sporazuma so v angleškem, francoskem in nemškem jeziku. Vsak porok ga lahko podpiše v katerem koli izmed treh verodostojnih jezikov.

11.03 This Agreement is signed in counterparts, each Guarantor signing two originals and delivering them to the Bank. The Bank shall deliver to each Guarantor one original counterpart signed by that Guarantor and the Bank. The Bank shall produce a conformed copy in the English language.

11.03 Ta sporazum je podpisan v dvojnikih, vsak porok podpiše dva originalna izvoda in ju posreduje banki. Banka vsakemu poroku pošlje en originalni izvod, ki ga podpišeta porok in banka. Banka priskrbi ustrezen izvod v angleškem jeziku.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its authorised signatory.

V DOKAZ NAVEDENEGA so pooblašteni podpisniki pogodbenic podpisali ta sporazum.

Signed on behalf of the Kingdom of Belgium

by: \_\_\_\_\_ date: \_\_\_\_\_  
Name of signatory: \_\_\_\_\_

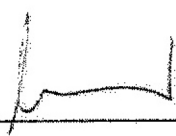
Signed on behalf of the Portuguese Republic

by: \_\_\_\_\_ date: \_\_\_\_\_  
Name of signatory: \_\_\_\_\_

Signed on behalf of Romania

by: \_\_\_\_\_ date: \_\_\_\_\_  
Name of signatory: \_\_\_\_\_

Signed on behalf of the Republic of Slovenia

by:  \_\_\_\_\_ date: \_\_\_\_\_  
Name of signatory: MR DUŠAN MRAZOR

Signed on behalf of the Slovak Republic

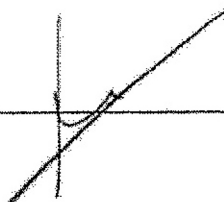
by: \_\_\_\_\_ date: \_\_\_\_\_  
Name of signatory: \_\_\_\_\_

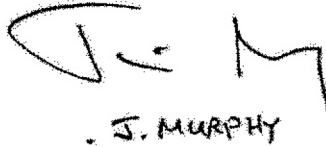


Signed on behalf of the Republic of Finland  
by: \_\_\_\_\_ date: \_\_\_\_\_  
Name of signatory: \_\_\_\_\_

Signed on behalf of the Kingdom of Sweden  
by: \_\_\_\_\_ date: \_\_\_\_\_  
Name of signatory: \_\_\_\_\_

Signed on behalf of the United Kingdom of Great Britain and Northern Ireland  
by: \_\_\_\_\_ date: \_\_\_\_\_  
Name of signatory: \_\_\_\_\_

Signed on behalf of the European Investment Bank  
by:  \_\_\_\_\_ date: 29/07/2015  
Name of signatory: DZAMBOV

  
J. MURPHY

3. člen

Za izvajanje sporazuma skrbi ministrstvo, pristojno za finance.

4. člen

Ta uredba začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 00724-41/2015

Ljubljana, dne 23. septembra 2015

EVA 2015-1811-0181

**Mag. Dejan Židan** l.r.  
podpredsednik

**60. Uredba o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Socialistične republike Vietnam o gospodarskem sodelovanju**

Na podlagi šestega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08, 108/09, 80/10 – ZUTD in 31/15) izdaja Vlada Republike Slovenije

**U R E D B O****o ratifikaciji Sporazuma med Vlado Republike Slovenije in Vlado Socialistične republike Vietnam o gospodarskem sodelovanju****1. člen**

Ratificira se Sporazum med Vlado Republike Slovenije in Vlado Socialistične republike Vietnam o gospodarskem sodelovanju, podpisan v Ljubljani 16. junija 2015.

**2. člen**

Besedilo sporazuma se v angleškem izvorniku in slovenskem prevodu glasi:

**A G R E E M E N T****BETWEEN THE GOVERNMENT OF THE  
REPUBLIC OF SLOVENIA AND THE  
GOVERNMENT OF THE SOCIALIST REPUBLIC  
OF VIET NAM ON ECONOMIC COOPERATION**

The Government of the Republic of Slovenia and the Government of the Socialist Republic of Viet Nam (hereinafter referred to individually as »Party« and collectively as »Parties«),

Confirming friendly relations between their states and their inhabitants,

Desiring to promote the development of economic cooperation in the fields of mutual interest on the basis of equality, mutual benefit and reciprocity,

Considering the mutual benefit arising from increased trade and the desire to further strengthen these relations, especially through the promotion of bilateral trade, economic ties and closer cooperation, and

Considering the obligations of their respective states under international agreements,

Have agreed as follows:

**Article 1**

The Parties, within the framework of their laws and regulations and considering their international obligations and agreements, shall make their best efforts to develop and strengthen economic cooperation on the widest possible scale and in all fields deemed to be in their mutual interest and to their benefit.

**Article 2**

The Parties shall strive to create favourable conditions to strengthen economic cooperation, especially by:

- facilitating and supporting exchange and contacts between their economic operators;
- creating favourable investment conditions;
- facilitating the exchange of business and economic information;
- assisting each other with the organisation of fairs, exhibitions, symposiums and similar;
- facilitating the exchange of information on laws and regulations governing the economic activities in both countries;
- expanding their cooperation in the field of small and medium sized enterprises, investment, etc.;
- promoting trade in goods and services, and long-term cooperation in the fields of industry, agriculture, infrastructure, construction, information and communications, transport, environment protection, banking, finance and tourism.

**S P O R A Z U M****MED VLADO REPUBLIKE SLOVENIJE IN VLADO  
SOCIALISTIČNE REPUBLIKE VIETNAM  
O GOSPODARSKEM SODELOVANJU**

Vlada Republike Slovenije in Vlada Socialistične republike Vietnam (v nadaljnjem besedilu posamično: pogodbenica, in skupno: pogodbenici) sta se

ob potrditvi prijateljskih odnosov med državama in njunimi prebivalci,

z željo, da bi spodbujali razvoj gospodarskega sodelovanja na področjih skupnega interesa na podlagi enakosti, obojestranske koristi in vzajemnosti,

ob upoštevanju skupnih koristi, ki izhajajo iz povečanega trgovanja, in želje po nadaljnji krepitvi teh odnosov, zlasti s spodbujanjem dvostranske trgovine, gospodarskega povezoovanja in tesnejšega sodelovanja, in

ob upoštevanju obveznosti svojih držav po mednarodnih sporazumih

dogovorili:

**1. člen**

Pogodbenici si v okviru svojih zakonov in predpisov ter ob upoštevanju svojih mednarodnih obveznosti in sporazumov po najboljših močeh prizadevata za razvoj in krepitev gospodarskega sodelovanja v najširšem možnem obsegu in na vseh področjih, za katera menita, da so v skupnem interesu in obojestransko korist.

**2. člen**

Pogodbenici si prizadevata ustvarjati ugodne pogoje za krepitev gospodarskega sodelovanja, zlasti tako da:

- omogočata in spodbujata izmenjave in stike med svojimi gospodarskimi subjekti;
- ustvarjata ugodne pogoje za naložbe;
- omogočata izmenjave poslovnih in gospodarskih informacij;
- sodelujeta pri organizaciji sejmov, razstav, simpozijev in podobnih dogodkov;
- omogočata izmenjavo informacij o zakonih in predpisih, ki urejajo gospodarske dejavnosti v obeh državah;
- krepiata sodelovanje na področju malih in srednje velikih podjetij, naložb itd.;
- spodbujata trgovino z blagom in storitvami ter dolgoročno sodelovanje v industriji, kmetijstvu, infrastrukturi, gradbeništvu, informacijskih in komunikacijskih tehnologijah, prometu, varstvu okolja, bančništvu, financah in turizmu.

**Article 3**

To this end, the Parties hereby establish the Intergovernmental Slovenia-Vietnam Commission for Economic Cooperation (hereinafter referred to as »Intergovernmental Commission«) which shall deal with the fields covered by this Agreement and:

- identify fields to which cooperation between the Parties may be extended, propose measures and make recommendations for their implementation;
- prepare proposals for improving the cooperation between economic operators of the two countries;
- exchange information on the economic situation in the two countries, on regulations, economic programmes, and other information of mutual interest;
- identify problems which hinder bilateral trade and economic cooperation, and propose measures for resolving these problems;
- identify other forms in the framework of the Intergovernmental Commission (such as subcommissions, working groups etc.) to which the cooperation between the Parties may be extended, propose measures and make recommendations for their implementation.

**Article 4**

1. The Intergovernmental Commission shall be composed of the representatives of the Parties under the chair of the leader of one ministry and/or equivalent government agency of each Party and, where necessary, the representatives of other public and/or private sector institutions may also be invited to participate.

2. The Parties shall agree upon the Rules of Procedure of the Intergovernmental Commission at its first meeting.

**Article 5**

1. The Intergovernmental Commission shall meet once a year or when necessary at the request of either of the Parties.

2. The dates and meeting agendas of the Intergovernmental Commission shall be agreed by both Parties.

3. The host Party shall take minutes of the Intergovernmental Commission meeting, to be signed by the heads of both delegations at the end of the meeting.

**Article 6**

This Agreement shall apply without prejudice to the rights and obligations arising from the international agreements binding on the Parties, as well as from their membership of international organizations. This Agreement shall apply without prejudice to the obligations arising from the membership of the Republic of Slovenia in the European Union.

**Article 7**

This Agreement may be amended by mutual consent of the Parties and amendments shall be drawn up in separate Protocols forming an integral part of the Agreement.

**Article 8**

Any question and dispute arising in connection with the interpretation or application of the provisions of this Agreement shall be resolved through consultations in the framework of the Intergovernmental Commission.

**Article 9**

1. This Agreement shall enter into force on the thirtieth day following the date of receipt of the last notification by the Parties confirming that all internal legal procedures for the entry into force of the Agreement have been concluded.

2. This Agreement shall be concluded for a period of three years and shall be automatically extended for successive one-year periods unless either Party submits a written notification to the other of its intention to terminate the Agreement six months prior to its expiry.

**3. člen**

V ta namen pogodbenici ustanovita Medvladno slovensko-vietnamsko komisijo za gospodarsko sodelovanje (v nadaljnjem besedilu: medvladna komisija), ki obravnava področja iz tega sporazuma in:

- prepoznava področja, na katera lahko pogodbenici razširita sodelovanje, predlaga ukrepe in daje priporočila za njihovo izvajanje;
- oblikuje predloge za izboljšanje sodelovanja med gospodarskimi subjekti obeh držav;
- skrbi za izmenjavo informacij o gospodarskih razmerah v obeh državah, predpisih in gospodarskih programih ter drugih informacij v skupnem interesu;
- odkriva težave, ki ovirajo dvostransko trgovino in gospodarsko sodelovanje, ter predlaga ukrepe za njihovo reševanje;
- ugotavlja, na katere druge oblike v okviru medvladne komisije (kot so podkomisije, delovne skupine itd.) bi bilo mogoče razširiti sodelovanje med pogodbenicama, predlaga ukrepe in daje priporočila za njihovo izvajanje.

**4. člen**

1. Medvladno komisijo sestavljajo predstavniki pogodbenic, predsedujeta ji vodji ministrstva in/ali ustreznega vladnega organa vsake pogodbenice, po potrebi pa so lahko k sodelovanju povabljeni tudi predstavniki drugih ustanov javnega in/ali zasebnega sektorja.

2. Pogodbenici se na prvem sestanku medvladne komisije dogovorita o poslovniku.

**5. člen**

1. Medvladna komisija se sestane enkrat letno ali po potrebi na zahtevo ene od pogodbenic.

2. Pogodbenici se dogovorita o datumih in dnevni redih sestankov medvladne komisije.

3. Pogodbenica gostiteljica pripravi zapisnik sestanka medvladne komisije, ki ga ob zaključku sestanka podpišeta vodji delegacij.

**6. člen**

Sporazum ne vpliva na pravice in obveznosti, ki izhajajo iz mednarodnih sporazumov, zavezujočih za pogodbenici, ali iz članstva v mednarodnih organizacijah. Sporazum ne vpliva na obveznosti, ki izhajajo iz članstva Republike Slovenije v Evropski uniji.

**7. člen**

Sporazum se lahko spremeni s soglasjem pogodbenic in spremembe se pripravijo v obliki ločenih protokolov, ki so sestavni del sporazuma.

**8. člen**

Morebitni spori in vprašanja glede razlage ali izvajanja določb tega sporazuma se rešujejo s posvetovanji v medvladni komisiji.

**9. člen**

1. Sporazum začne veljati trideseti dan po datumu prejema zadnjega od uradnih obvestil, s katerima se pogodbenici obvestita, da so končani vsi notranjepravni postopki za začetek njegove veljavnosti.

2. Sporazum se sklene za obdobje treh let in se samodejno podaljšuje za nadaljnja enoletna obdobja, razen če ena od pogodbenic šest mesecev pred potekom njegove veljavnosti druge uradno ne obvesti, da ga namerava odpovedati.

Done at Ljubljana on the 16th day of June 2015, in two originals in the English language.

Sestavljeno v Ljubljani dne 16. junija 2015 v dveh izvornikih v angleškem jeziku.

FOR THE GOVERNMENT  
OF THE REPUBLIC  
OF SLOVENIA

FOR THE GOVERNMENT  
OF THE SOCIALIST  
REPUBLIC VIET NAM

ZA VLADO  
REPUBLIKE SLOVENIJE

ZA VLADO  
SOCIALISTIČNE REPUBLIKE  
VIETNAM

**Zdravko Počivalšek** (s)

**Vu Huy Hoang** (s)

**Zdravko Počivalšek** l.r.

**Vu Huy Hoang** l.r.

3. člen

Za izvajanje sporazuma skrbi ministrstvo, pristojno za zunanje zadeve.

4. člen

Ta uredba začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 00724-44/2015  
Ljubljana, dne 30. septembra 2015  
EVA 2015-1811-0184

**Vlada Republike Slovenije**

**Boris Koprivnikar** l.r.  
Podpredsednik

## Obvestilo o začetku oziroma prenehanju veljavnosti mednarodnih pogodb

### 61. Obvestilo o začetku veljavnosti Protokola med Vlado Republike Slovenije in Svetom ministrov Bosne in Hercegovine o sodelovanju na področju izobraževanja

Na podlagi drugega odstavka 77. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08, 108/09, 80/10 – ZUTD in 31/15 – ZZZ-1D) Ministrstvo za zunanje zadeve

s p o r o č a,

da je 26. maja 2015 začel veljati Protokol med Vlado Republike Slovenije in Svetom ministrov Bosne in Hercegovine o sodelovanju na področju izobraževanja, podpisan v Sarajevu 25. julija 2013 in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 6/14 (Uradni list Republike Slovenije, št. 37/14).

Ljubljana, dne 7. septembra 2015

Ministrstvo za zunanje zadeve  
Republike Slovenije

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### 62. Obvestilo o začetku veljavnosti Stabilizacijsko-pridružitvenega sporazuma med Evropskima skupnostma in njunimi državami članicami na eni strani ter Bosno in Hercegovino na drugi strani s Sklepno listino

Na podlagi drugega odstavka 77. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08, 108/09, 80/10 in 31/15 – ZUTD) Ministrstvo za zunanje zadeve

s p o r o č a,

da je dne 1. junija 2015 začel veljati Stabilizacijsko-pridružitveni sporazum med Evropskima skupnostma in njunimi državami članicami na eni strani ter Bosno in Hercegovino na drugi strani s Sklepno listino, podpisan v Luksemburgu 16. junija 2008 in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 1/09 (Uradni list Republike Slovenije, št. 7/09).

Ljubljana, dne 8. septembra 2015

Ministrstvo za zunanje zadeve  
Republike Slovenije

**63. Obvestilo o začetku veljavnosti Notranjega sporazuma med predstavniki vlad držav članic Evropske unije, ki so se sestali v okviru Sveta, o financiranju pomoči Evropske unije v okviru večletnega finančnega okvira za obdobje 2014–2020 v skladu s Sporazumom o partnerstvu AKP-EU in o dodelitvi finančne pomoči čezmorskim državam in ozemljem, za katere se uporablja četrti del Pogodbe o delovanju Evropske unije**

Na podlagi drugega odstavka 77. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08, 108/09, 80/10 in 31/15 – ZUTD) Ministrstvo za zunanje zadeve

s p o r o č a,

da je dne 1. marca 2015 začel veljati Notranji sporazum med predstavniki vlad držav članic Evropske unije, ki so se sestali v okviru Sveta, o financiranju pomoči Evropske unije v okviru večletnega finančnega okvira za obdobje 2014–2020 v skladu s Sporazumom o partnerstvu AKP-EU in o dodelitvi finančne pomoči čezmorskim državam in ozemljem, za katere se uporablja četrti del Pogodbe o delovanju Evropske unije, sestavljen v Luxembourgju in Bruslju 24. in 26. junija 2013 in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 17/13 (Uradni list Republike Slovenije, št. 105/13).

Ljubljana, dne 17. septembra 2015

Ministrstvo za zunanje zadeve  
Republike Slovenije

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**64. Obvestilo o začetku veljavnosti Sporazuma med Vlado Republike Slovenije in Vlado Republike Turčije o sodelovanju na področju informacijske in komunikacijske tehnologije**

Na podlagi drugega odstavka 77. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08, 108/09, 80/10 – ZUTD in 31/15 – ZZZ-1D) Ministrstvo za zunanje zadeve

s p o r o č a,

da je 29. januarja 2015 začel veljati Sporazum med Vlado Republike Slovenije in Vlado Republike Turčije o sodelovanju na področju informacijske in komunikacijske tehnologije, podpisan v Ankari 22. novembra 2007 in objavljen v Uradnem listu Republike Slovenije – Mednarodne pogodbe, št. 14/08 (Uradni list Republike Slovenije, št. 71/08).

Ljubljana, dne 21. septembra 2015

Ministrstvo za zunanje zadeve  
Republike Slovenije

## VSEBINA

58. Uredba o ratifikaciji Poroštvene pogodbe med Kraljevino Belgijo, Republiko Bolgarijo, Češko republiko, Kraljevino Dansko, Zvezno republiko Nemčijo, Republiko Estonijo, Irsko, Helensko republiko, Kraljevino Španijo, Francosko republiko, Republiko Hrvaško, Italijansko republiko, Republiko Ciper, Republiko Latvijo, Republiko Litvo, Velikim vojvodstvom Luksemburg, Madžarsko, Republiko Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Republiko Poljsko, Portugalsko republiko, Romunijo, Republiko Slovenijo, Slovaško republiko, Republiko Finsko, Kraljevino Švedsko, Združenim kraljestvom Velika Britanija in Severna Irsko in Evropsko investicijsko banko o posojilih, ki jih Evropska investicijska banka da za investicijske projekte v afriških, karibskih in pacifiških državah ter v čezmorskih državah in ozemljih 359
59. Uredba o ratifikaciji Sporazuma o upravljanju zaoostalnih plačil med Kraljevino Belgijo, Republiko Bolgarijo, Češko republiko, Kraljevino Dansko, Zvezno republiko Nemčijo, Republiko Estonijo, Irsko, Helensko republiko, Kraljevino Španijo, Francosko republiko, Republiko Hrvaško, Italijansko republiko, Republiko Ciper, Republiko Latvijo, Republiko Litvo, Velikim vojvodstvom Luksemburg, Madžarsko, Republiko Malto, Kraljevino Nizozemsko, Republiko Avstrijo, Republiko Poljsko, Portugalsko republiko, Romunijo, Republiko Slovenijo, Slovaško republiko, Republiko Finsko, Kraljevino Švedsko, Združenim kraljestvom Velika Britanija in Severna Irsko in Evropsko investicijsko banko, ki ureja postopke plačil in povračil iz poroštvene pogodbe, ki zadevajo posojila, ki jih Evropska investicijska banka da za investicijske projekte v afriških, karibskih in pacifiških državah ter v čezmorskih državah in ozemljih 374
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- Obvestilo o začetku oziroma prenehanju veljavnosti mednarodnih pogodb*
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63. Obvestilo o začetku veljavnosti Notranjega sporazuma med predstavniki vlad držav članic Evropske unije, ki so se sestali v okviru Sveta, o financiranju pomoči Evropske unije v okviru večletnega finančnega okvira za obdobje 2014–2020 v skladu s Sporazumom o partnerstvu AKP-EU in o dodelitvi finančne pomoči čezmorskim državam in ozemljem, za katere se uporablja četrti del Pogodbe o delovanju Evropske unije 389
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