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U K A Z

O RAZGLASITVI ZAKONA O RATIFIKACIJI DVOSTRANSKEGA SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO KRALJEVINE ŠVEDSKE GLEDE PREVZEMA DOLOČENIH DOLGOV NEKDANJE SOCIALISTIČNE FEDERATIVNE REPUBLIKE JUGOSLAVIJE (BSEPDD)

Razgllašam Zakon o ratifikaciji Dvostranskega sporazuma med Vlado Republike Slovenije in Vlado Kraljevine Švedske glede prevzema določenih dolgov nekdanje Socialistične federativne republike Jugoslavije (BSEPDD), ki ga je sprejel Državni zbor Republike Slovenije na seji dne 19. februarja 1997.

Št. 001-22-2/97

Ljubljana, dne 27. februarja 1997

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N

O RATIFIKACIJI DVOSTRANSKEGA SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN VLADO KRALJEVINE ŠVEDSKE GLEDE PREVZEMA DOLOČENIH DOLGOV NEKDANJE SOCIALISTIČNE FEDERATIVNE REPUBLIKE JUGOSLAVIJE (BSEPDD)

1. člen

Ratificira se Dvostranski sporazum med Vlado Republike Slovenije in Vlado Kraljevine Švedske glede prevzema določenih dolgov nekdanje Socialistične federativne republike Jugoslavije, podpisan v Ljubljani 13. septembra 1996.

2. člen

Sporazum se v izvorniku v angleškem jeziku ter v prevodu v slovenskem jeziku glasi:

B I L A T E R A L A G R E E M E N T BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA AND THE GOVERNMENT OF THE KINGDOM OF SWEDEN CONCERNING CERTAIN DEBT OBLIGATIONS OF THE FORMER SOCIALIST FEDERATIVE REPUBLIC OF YUGOSLAVIA

With reference to the letters dated September 25, 1992, January 6, 1993 and July 5, 1993 from the Chairman of the Paris Club to the Minister of Finance of the Republic of Slovenia and the letters dated June 23, 1992, July 13, 1992, October 27, 1992, April 23, 1993 and July 27, 1993 from the Minister of Finance of the Republic of Slovenia to the Chairman of the Paris Club, concerning the assumption by the Government of the Republic of Slovenia of certain foreign debts of the former Socialist Federative Republic of Yugoslavia¹, the Government of the Republic of Slovenia and the Government of the Kingdom of Sweden have agreed as follows:

¹ With reference to the fact that the Socialist Federative Republic of Yugoslavia has ceased to exist. All states that have emerged on the territory of the former Socialist Federative Republic of Yugoslavia (including the Republic of Slovenia) are legal successors of the former Socialist Federative Republic of Yugoslavia.

D V O S T R A N S K I S P O R A Z U M MED VLADO REPUBLIKE SLOVENIJE IN VLADO KRALJEVINE ŠVEDSKE GLEDE PREVZEMA DOLOČENIH DOLGOV NEKDANJE SOCIALISTIČNE FEDERATIVNE REPUBLIKE JUGOSLAVIJE

Sklicujoč se na pisma predsednika Pariškega kluba ministru za finance Republike Slovenije z dne 25. septembra 1992, 6. januarja 1993 in 5. julija 1993 in na pisma ministra za finance Republike Slovenije predsedniku Pariškega kluba z dne 23. junija 1992, 13. julija 1992, 27. oktobra 1992, 23. aprila 1993 in 27. julija 1993 glede določenih tujih dolgov nekdanje Socialistične federativne republike Jugoslavije¹, ki jih prevzema Vlada Republike Slovenije, sta se Vlada Republike Slovenije in Vlada Kraljevine Švedske sporazumeli o naslednjem:

¹Sklicujoč se na dejstvo, da je Socialistična federativna republika Jugoslavija prenehala obstajati. Vse države, ki so se pojavile na območju nekdanje Socialistične federativne republike Jugoslavije (vključno z Republiko Slovenijo), so pravne naslednice nekdanje Socialistične federativne republike Jugoslavije.

Article 1

Scope of the Agreement

This agreement shall apply to certain debts, arising from bilateral Agreements dated February 1, 1985, February 6, 1986, March 17, 1987 and December 22, 1988 between the Federal Executive Council of the Assembly of the Socialist Federative Republic of Yugoslavia and the Government of the Kingdom of Sweden ("the Bilateral Agreements"), which the Government of the Republic of Slovenia shall assume as its own debt. The Bilateral Agreements are attached to and form an integral part of this Agreement.

The debts covered by this Agreement ("the Debts") have been specified in the appendices to a protocol ("the Protocol"), which has been signed simultaneously with this Agreement by Nova Ljubljanska banka and the Swedish Export Credits Guarantee Board ("EKN") and represent the only debt of the Government of the Republic of Slovenia and Slovenian entities arising from the Bilateral Agreements. The Protocol forms an integral part of this Agreement.

Article 2

Payment provisions

Payment of the debts, whether of principal or of consolidation interest, with the exception of the amounts referred to in Article 3 below, shall be effected by the Government of the Republic of Slovenia in accordance with the relevant payment provisions of the Bilateral Agreements.

Article 3

Deferred amounts

a) Amounts of principal and consolidation interest, which have fallen due and not yet paid as at the date of this Agreement ("the Arrears"), shall be deferred and repaid by the Government of the Republic of Slovenia in six equal instalments on the following dates:

June 30, 1996
September 30, 1996
March 31, 1997
September 30, 1997
March 31, 1998
September 30, 1998

b) Interest shall be paid on the outstanding balance of the total amount of the Arrears. The interest shall be calculated from the due dates on the exact number of days elapsed on the basis of a 360 day year.

The interest shall have six month interest periods and be paid semi-annually in arrears on March 31 and September 30 of each year. The first interest period shall, however, run from January 1, 1991 up to and including June 30, 1996 and the second interest period shall run from July 1, 1996 up to and including September 30, 1996. The following interest periods shall run from October 1 and April 1 of each year. As regards the first interest period, the applicable rates of interest shall be determined separately for each successive period of six months.

The applicable rates of interest shall correspond to the rates of interest as defined in the Bilateral Agreements.

c) In the event that an amount payable according to the provisions of this Article has not been received on the due date thereof, interest shall be paid on such amount from the

1. člen

Obseg sporazuma

Ta sporazum se uporablja za določene dolgove, ki izhajajo iz dvostranskih sporazumov z dne 1. februarja 1985, 6. februarja 1986, 17. marca 1987 in 22. decembra 1988 med Zveznim izvršnim svetom Skupščine Socialistične federativne republike Jugoslavije in Vlado Kraljevine Švedske ("dvostranski sporazumi"), ki jih Vlada Republike Slovenije prevzema kot svoj lasten dolg. Dvostranski sporazumi so priloženi in so sestavni del tega sporazuma.

Dolgovi, ki jih zajema ta sporazum (dolgovi), so razčlenjeni v prilogah k protokolu (protokol), ki sta ga sočasno s tem sporazumom podpisala Nova Ljubljanska banka in Švedski odbor za izvozne kreditne garancije in so edini dolg Vlade Republike Slovenije in slovenskih subjektov iz dvostranskih sporazumov. Protokol je sestavni del tega sporazuma.

2. člen

Določbe o plačilu

Vlada Republike Slovenije bo poravnavala dolgove, tako glavnico kot konsolidirane obresti, razen zneskov iz 3. člena spodaj, v skladu z ustreznimi določbami dvostranskih sporazumov glede načina plačila.

3. člen

Odložena plačila

a) Odloži se plačilo zneskov glavnice in konsolidiranih obresti (zaostala plačila), ki so zapadli in še niso bili plačani na dan tega sporazuma in jih bo Vlada Republike Slovenije poplačala v šestih enakih obrokih na naslednje datume:

30. junija 1996
30. septembra 1996
31. marca 1997
30. septembra 1997
31. marca 1998
30. septembra 1998

b) Za neplačani del zaostanka se plačajo obresti. Obresti se izračunajo od dneva zapadlosti za točno število zamujenih dni, upoštevajoč 360 dni dolgo leto.

Za obresti velja obrestno obdobje šest mesecev in se plačujejo polletno za nazaj, 31. marca in 30. septembra vsakega leta. Prvo obrestno obdobje traja od 1. januarja 1991 do vključno 30. junija 1996, drugo obrestno obdobje pa od 1. julija 1996 do vključno 30. septembra 1996. Naslednja obrestna obdobja se bodo začela 1. oktobra in 1. aprila vsakega leta. Glede na prvo obrestno obdobje se uporabljena obrestna mera posebej določi za vsako naslednje obdobje šestih mesecev.

Uporabljena obrestna mera je skladna z obrestno mero, določeno v dvostranskih sporazumih.

c) Če znesek, plačljiv v skladu z določbami tega člena, na dan zapadlosti ni bil plačan, se na ta znesek plačajo obresti od dneva zapadlosti do in vključno z dnevom dejanskega plači-

due date up to and including the day of actual payment at a rate which by one percentage unit exceeds the rates of interest as defined in Paragraph b) above.

Article 4

Implementation

Nova Ljubljanska banka and EKN are authorized, each within their own capacity, by their respective Government and under the full responsibility of that Government to implement this Agreement.

Article 5

Government liability

The Government of the Republic of Slovenia assumes full liability for the Debts and for the due fulfilment of all payments to be made under this Agreement.

Article 6

Settlement of disputes

Both parties shall attempt to solve any dispute arising in connection with this Agreement and the Protocol through negotiations. In the event that the parties have not been able to solve a dispute through negotiations, the dispute shall, at the request of either party, be settled by three arbitrators. One of the arbitrators shall be appointed by the Government of the Republic of Slovenia, the second by the Government of the Kingdom of Sweden and the third shall be appointed by the two arbitrators.

Should the arbitrators fail to agree upon the third arbitrator, he or she shall be appointed by the President of the International Court of Justice. If the latter should be a national of either Slovenia or Sweden, this duty shall be carried out by the Vice President of the Court, or, if he or she is a national of Slovenia or Sweden, by the most senior judge of the Court not being a national of one of the two countries.

The decision of the arbitrators shall be final and binding upon the parties.

The parties may, however, agree to have the dispute settled by one arbitrator.

Article 7

Tenor of the Agreement

This Agreement shall enter into force upon the approval of the competent authorities of both parties. In the case of Slovenia this approval will be given upon its ratification by the National Assembly of Slovenia. In the case of Sweden this approval has been given by its signing. For this purpose, Slovenia shall notify Sweden in writing that the procedures required by its legislation for the entry into force of this Agreement have been complied with.

In witness whereof the undersigned, being duly authorized thereto, have signed this Agreement.

Done in Ljubljana this 13th day of September 1996 in duplicate in the English language, both copies being equally authentic.

For the Government of
the Republic of Slovenia
Mitja Gaspari, (s)

For the Government of
the Kingdom of Sweden
Erik Asbrink, (s)

la po obrestni meri, ki je za eno odstotno točko višja od obrestne mere, določene v odstavku b) zgoraj.

4. člen

Izvajanje

Novo Ljubljansko banko in EKN, vsako v okviru svojih pooblastil, sta njuni vladi s polno odgovornostjo pooblastili za izvajanje tega sporazuma.

5. člen

Odgovornost vlade

Vlada Republike Slovenije prevzame vso odgovornost za dolgove in za redno poravnavanje vseh plačil po tem sporazumu.

6. člen

Reševanje sporov

Pogodbenici poskušata s pogajanji reševati vse spore, ki bi nastali v zvezi s tem sporazumom in protokolom. Če pogodbenici spora ne moreta rešiti s pogajanji, spor na prošnjo katerekoli pogodbenice rešujejo trije arbitri. Enega od arbitrov imenuje Vlada Republike Slovenije, drugega Vlada Kraljevine Švedske in ta dva arbitra imenujeta tretjega.

Če se arbitra ne bi mogla sporazumeti o tretjem arbitru, ga ali jo imenuje predsednik Meddržavnega sodišča. Če je predsednik Meddržavnega sodišča državljan Slovenije ali Švedske, to dolžnost prevzame podpredsednik Sodišča ali, če je ta državljan Slovenije ali Švedske, po rangu najvišji sodnik Sodišča, ki ni državljan nobene od obeh držav.

Odločitev arbitrov je dokončna in obvezujoča za pogodbenici.

Pogodbenici pa se lahko sporazumeta, da spor rešuje en arbiter.

7. člen

Veljavnost sporazuma

Ta sporazum začne veljati, ko ga odobrita pristojna organa obeh pogodbenic. Za Slovenijo je sporazum odobren z ratifikacijo v Državnem zboru Slovenije. Za Švedsko je sporazum odobren s podpisom. V ta namen Slovenija pisno obvesti Švedsko, da so bili izvedeni postopki, ki so v skladu z njeno zakonodajo potrebni za uveljavitev tega sporazuma.

Da bi to potrdili, so spodaj podpisani, pravilno pooblašeni, podpisali ta sporazum.

Sestavljeno v Ljubljani dne 13. septembra 1996 v dvojniki v angleškem jeziku, oba izvoda sta enako verodostojna.

Za Vlado
Republike Slovenije
Mitja Gaspari l. r.

Za Vlado
Kraljevine Švedske
Erik Asbrink l. r.

3. člen

Zneski, skladno s sporazumom zapadli v plačilo do uveljavitve sporazuma, se bodo poravnali takoj po uveljavitvi sporazuma.

4. člen

Hkrati s tem zakonom se objavijo v izvorniku v angleškem jeziku ter v prevodu v slovenskem jeziku tudi

- Sporazum med Zveznim izvršnim svetom Skupščine Socialistične federativne republike Jugoslavije in Vlado Kraljevine Švedske o konsolidaciji jugoslovanskega dolga za 1984 z dne 1. februarja 1985,
- Sporazum med Zveznim izvršnim svetom Skupščine Socialistične federativne republike Jugoslavije in Vlado Kraljevine Švedske o konsolidaciji jugoslovanskega dolga za čas od 1. januarja 1985 do 15. maja 1986 z dne 6. februarja 1986,
- Sporazum med Zveznim izvršnim svetom Skupščine Socialistične federativne republike Jugoslavije in Vlado Kraljevine Švedske o konsolidaciji jugoslovanskega dolga za čas od 16. maja 1986 do 31. marca 1988 z dne 17. marca 1987,
- Sporazum med Zveznim izvršnim svetom Skupščine Socialistične federativne republike Jugoslavije in Vlado Kraljevine Švedske o konsolidaciji jugoslovanskega dolga za čas od 1. aprila 1988 do 30. junija 1989 z dne 22. decembra 1988, omenjeni v sporazumu.

5. člen

Za izvajanje sporazuma skrbi Ministrstvo za finance Republike Slovenije.

6. člen

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

Št. 450-07/96-17/1

Ljubljana, dne 19. februarja 1997

Predsednik
Državnega zbora
Republike Slovenije
Janez Podobnik, dr. med. l. r.

A G R E E M E N T
BETWEEN THE FEDERAL EXECUTIVE COUNCIL
OF THE ASSEMBLY OF THE SOCIALIST FEDERAL
REPUBLIC OF YUGOSLAVIA AND THE
GOVERNMENT OF THE KINGDOM OF SWEDEN
ON THE CONSOLIDATION OF THE DEBT OF
YUGOSLAVIA FOR 1984

With reference to the Agreed Minute signed in Paris on May 22, 1984 between representatives of the Government of the Socialist Federal Republic of Yugoslavia and representatives of the governments of certain creditor countries, including the Kingdom of Sweden, concerning the alleviation of certain Yugoslav external debt service obligations, the Government of the Kingdom of Sweden and the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "The Federal Executive Council") have agreed as follows:

Article 1

Scope of the Agreement

This agreement shall apply to outstanding principal amounts,

- (i) which are owed by Yugoslav entities under commercial contracts, concluded before December 2, 1982, guaranteed by the Swedish Export Credits Guarantee Board (EKN) and providing for a credit period of more than one year, and
- (ii) which have fallen or will fall due from January 1, 1984, up to December 31, 1984 (inclusive).

The debts thus covered by the Agreement ("the Debts") have been specified in the appendix to a protocol ("the Protocol") which was signed January 23, 1985, by EKN and Investiciona banka Titograd – Udružena banka, Titograd ("the Bank") and which forms an integral part of the Agreement.

It is understood that interest accrued up to the original due dates (inclusive) shall be paid on those dates.

S P O R A Z U M
MED ZVEZTIM IZVRŠNIM SVETOM SKUPŠČINE
SOCIALISTIČNE FEDERATIVNE REPUBLIKE
JUGOSLAVIJE IN VLADO KRALJEVINE ŠVEDSKE
O KONSOLIDACIJI JUGOSLOVANSKEGA DOLGA
ZA 1984

Glede na usklajeni zapisnik, ki so ga 22. maja 1984 v Parizu podpisali predstavniki Vlade Socialistične federativne republike Jugoslavije in predstavniki vlad nekaterih držav upnic, vključno s Kraljevino Švedsko, glede olajšave nekaterih obveznosti odplačila jugoslovanskega zunanjskega dolga, sta se Vlada Kraljevine Švedske in Zvezni izvršni svet Skupščine Socialistične federativne republike Jugoslavije (v nadaljevanju Zvezni izvršni svet) dogovorila o naslednjem:

1. člen

Obseg sporazuma

Ta sporazum se uporablja za neporavnane zneske glavnice,

- (i) ki jih dolgujejo jugoslovanski subjekti po komercialnih pogodbah, sklenjenih pred 2. decembrom 1982, za katere jamči Švedski odbor za izvozne kreditne garancije (EKN) in ki predvidevajo obdobje kreditiranja, daljše od enega leta, in
- (ii) ki so ali bodo zapadli od 1. januarja 1984 do vključno 31. decembra 1984.

Dolgovi, ki jih zajema Sporazum (dolgovi), so podrobno navedeni v dodatku k protokolu (Protokol), ki sta ga 23. januarja 1985 podpisala EKN in Investiciona banka Titograd – Udružena banka, Titograd (Banka), in je sestavni del Sporazuma.

Razume se, da se obresti, ki so se natekle do (vključno) prvotnih dni zapadlosti, plačajo na te dni.

Article 2

Payment schedule

Payment of the Debts, shall be effected in six equal semi-annual instalments on the following dates:

December 31, 1988
June 30, 1989
December 31, 1989
June 30, 1990
December 31, 1990, and
June 30, 1991

Article 3

Interest

Interest shall be paid on the outstanding balance of the total amount of the Debts. The interest shall be calculated as from the original due dates on the exact number of days elapsed on the basis of a 360 day year. The interest shall be paid semi-annually in arrears on each December 31 and June 30, commencing on June 30, 1985.

The rate of interest for Swedish kronor shall be 13.5 per cent per annum.

The rate of interest for US dollars shall be 10 per cent per annum for the first interest period.

The rate of interest for US dollars for the succeeding interest periods shall be determined separately for each interest period and shall correspond to the rate which by 5/8 of one percentage unit p.a. exceeds the rate at which six months US dollar deposits for a similar amount are offered to Skandinaviska Enskilda Banken, Stockholm, Sweden, by prime banks in the London Interbank Market at or around 11.00 a.m. (London time) on a Stockholm banking day falling two banking days in London prior to the beginning of the interest period in question. In the event, however, that no deposits are being offered to Skandinaviska Enskilda Banken as aforesaid, then the debts shall bear interest at a rate which by 5/8 of one percentage unit p.a. exceeds the rate at which such deposits may otherwise be obtainable by first class banks in the international market.

Statements as to the interest rate applicable for each interest period shall be forwarded by EKN to the Bank successively.

In the event that an amount payable hereunder has not been received on the due date thereof, interest shall be paid on such amount from the due date up to and including the day of actual payment at a rate which by one percentage unit p.a. exceeds the applicable rate determined as aforesaid.

Article 4

Payment currency

The payments to be made under this Agreement, whether of principal or of interest, shall be effected in the currency/the currencies specified in the original contracts, as listed in the appendix to the Protocol.

Article 5

Payment procedure etc.

All payments covered by this Agreement shall be made without notice or demand and without deduction for any present or future taxes or withholdings of any nature imposed in the Socialist Federal Republic of Yugoslavia and shall be effected in the manner described in the Protocol.

If an amount paid under the Agreement is not sufficient to cover the total amount due, the amount paid shall be

2. člen

Načrt odplačil

Plačila dolgov se izvršijo v šestih enakih polletnih obrokih na naslednje datume:

31. decembra 1988
30. junija 1989
31. decembra 1989
30. junija 1990
31. decembra 1990 in
30. junija 1991

3. člen

Obresti

Obresti se plačajo na neporavnano stanje celotnega zneska dolgov. Obresti se izračunajo za točno število dni, ki so pretekli od prvotnih dni zapadlosti, na podlagi leta s 360 dnevi. Obresti se plačujejo polletno za nazaj vsakega 31. decembra in 30. junija, z začetkom 30. junija 1985.

Obrestna mera za švedske krone je 13,5 odstotka letno.

Obrestna mera za ameriške dolarje za prvo obrestno obdobje je 10 odstotkov letno.

Obrestna mera za ameriške dolarje za naslednja obrestna obdobja se določi za vsako obrestno obdobje posebej in ustreza letni stopnji, ki je za 5/8 odstotne točke letno višja od stopnje, po kateri prvorazredne banke ob 11. uri ali okrog 11. ure dopoldne (po londonskem času) na delovni dan bank v Stockholmu, ki je dva bančna delovna dneva v Londonu pred začetkom posameznega obrestnega obdobja, na medbančnem trgu za podoben znesek ponujajo Skandinaviska Enskilda Banken, Stockholm, Švedska šestmesečne vloge v ameriških dolarjih. Če Skandinaviska Enskilda Banken niso ponujene nobene vloge kot omenjeno, potem se dolgovi obrestujejo po stopnji, ki je za 5/8 odstotne enote letno višja od stopnje, po kateri prvorazredne banke sicer lahko dobijo take vloge na mednarodnem trgu.

EKN zaporedoma pošilja Banki izpiske o obrestih, ki se uporabljajo za vsako obrestno obdobje.

Če znesek, ki ga je treba plačati po tem sporazumu, ni prejet na dan njegove zapadlosti, se od dneva zapadlosti do vključno dneva dejanskega plačila na ta znesek plačujejo obresti po stopnji, ki je za eno odstotno točko višja od stopnje, ki se uporablja in je določena na omenjeni način.

4. člen

Valuta plačila

Plačila, ki jih je treba izvršiti po tem sporazumu, pa naj gre za glavnico ali obresti, se izvršijo v valuti/valutah, določenih v izvirnih pogodbah, kot so navedene v dodatku k Protokolu.

5. člen

Postopek plačila itd.

Vsa plačila, ki jih zajema ta sporazum, je treba izvršiti brez obvestila ali zahteve in brez odbitka kakršnih koli sedanjih ali prihodnjih davkov ali odbitkov, uvedenih v Socialistični federativni republiki Jugoslaviji, in se izvršijo na način, opisan v Protokolu.

Če znesek, plačan po tem sporazumu, ne zadošča za pokritje celotnega dolgovane zneska, se plačani znesek

allocated against the Debts in the chronological order of their maturity according to the Agreement and thereby in the first instance against interest accrued after the due date, in the second instance against interest accrued up to the due date (inclusive) and thereafter against principal.

Article 6

Government liability

The Federal Executive Council assumes full liability for the due fulfilment of all payments to be made under this Agreement as well as for the payment of interest accrued up to the original due dates as set out in Article 1, paragraph 3.

Article 7

Implementation

EKN and the Bank are authorized, each within their own capacity, by their respective Government and under the full responsibility of that Government, to implement this Agreement.

Article 8

Preservation of rights and obligations

This Agreement shall not affect the rights and obligations of individual creditors and debtors under their respective contracts except those concerning the payment of the Debts as agreed herein.

Article 9

General conditions

The Federal Executive Council will accord to the Government of Sweden a treatment not less favourable than that which may be accorded to any other creditor country signatory to the Agreed Minute for the consolidation of comparable debts.

Article 10

Settlement of disputes

The Federal Executive Council and the Government of Sweden shall endeavour to settle any disputes by negotiation or by such other means as the Governments may agree upon.

Article 11

Tenor of the Agreement

This Agreement will enter into force upon the approval of the competent authorities of both parties. In the case of Sweden this approval has been given by its signing. In the case of Yugoslavia this approval will be given upon its ratification in accordance with the laws in force in Yugoslavia.

However, this Agreement shall temporarily apply from the date of its signature, and shall terminate when all payments according to this Agreement have been made.

Done in Belgrade this first day of February 1985 in duplicate, both copies being equally authentic.

For the Federal Executive
Council of the Assembly of
the Socialist Federal
Republic of Yugoslavia
Nikola Jelić, (s)

Director of Department in
the Federal Secretariat
for Finance

For the Government of the
Kingdom of Sweden
Lennart Myrsten, (s)
Ambassador

razporedi na dolgove v kronološkem redu njihove zapadlosti v skladu s Sporazumom in torej v prvem primeru na obresti, nastale po dnevu zapadlosti, v drugem primeru na obresti, nastale do vključno dneva zapadlosti, in nato na glavnico.

6. člen

Odgovornost vlade

Zvezni izvršni svet prevzame polno odgovornost za pravočasno izpolnjevanje vseh plačil po tem sporazumu kot tudi za plačila obresti, natečenih do prvotnih dni zapadlosti, kot je navedeno v tretjem odstavku 1. člena.

7. člen

Izvajanje

EKN in Banko, vsako v okviru svojih pooblastil, sta njuni vladi s polno odgovornostjo pooblastili za izvajanje tega sporazuma.

8. člen

Ohranitev pravic in obveznosti

Ta sporazum ne vpliva na pravice in obveznosti posameznih upnikov in dolžnikov po njihovih pogodbah, razen na tiste, ki zadevajo plačilo dolgov, kot je dogovorjeno v tem sporazumu.

9. člen

Splošni pogoji

Zvezni izvršni svet Vlade Švedske ne bo obravnaval manj ugodno kot katero koli drugo državo upnico, podpisnico usklajenega zapisnika o konsolidaciji primerljivih dolgov.

10. člen

Reševanje sporov

Zvezni izvršni svet in Vlada Švedske si prizadevata, da vse spore rešita s pogajanjem ali na kateri koli drug način, za katerega se dogovorita vladi.

11. člen

Veljavnost sporazuma

Sporazum začne veljati, ko ga odobrijo pristojni organi pogodbenic. Za Švedsko je ta odobritev dana s podpisom. Za Jugoslavijo bo Sporazum odobren z njegovo ratifikacijo v skladu z zakoni, ki veljajo v Jugoslaviji.

Vendar pa se ta sporazum začasno uporablja od datuma njegovega podpisa in preneha veljati, ko so izvršena vsa plačila po tem sporazumu.

Sestavljeno v Beogradu 1. februarja 1985 v dveh izvodih, pri čemer sta oba enako verodostojna.

Za Zvezni izvršni svet
Skupščine Socialistične
federativne republike Jugoslavije
Nikola Jelić l. r.
Direktor oddelka v Zveznem
sekretariatu za finance

Za Vlado
Kraljevine Švedske
Lennart Myrsten l. r.
veleposlanik

A G R E E M E N T
BETWEEN THE FEDERAL EXECUTIVE COUNCIL
OF THE ASSEMBLY OF THE SOCIALIST FEDERAL
REPUBLIC OF YUGOSLAVIA AND THE
GOVERNMENT OF THE KINGDOM OF SWEDEN
ON THE CONSOLIDATION OF THE DEBT OF
YUGOSLAVIA FOR THE PERIOD JANUARY 1, 1985
THROUGH MAY 15, 1986

With reference to the Agreed Minute signed in Paris on May 24, 1985 between representatives of the Government of the Socialist Federal Republic of Yugoslavia and representatives of the governments of certain creditor countries, including the Kingdom of Sweden, concerning the alleviation of certain Yugoslav external debt service obligations, the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereinafter referred to as "The Federal Executive Council") and the Government of the Kingdom of Sweden have agreed as follows:

Article 1

Scope of the Agreement

This agreement shall apply to outstanding principal amounts,

(i) which are owed by Yugoslav entities under commercial contracts, concluded before December 2, 1982, guaranteed by the Swedish Export Credits Guarantee Board (EKN) and providing for a credit period of more than one year, and

(ii) which have fallen or will fall due from January 1, 1985, up to May 15, 1986 (inclusive).

The debts thus covered by the Agreement ("the Debts") have been specified in the appendix to a protocol ("the Protocol") which will be signed by EKN and Investiciona banka Titograd – Udružena banka, Titograd ("the Bank") and which forms an integral part of the Agreement.

It is understood that interest accrued up to the original due dates (inclusive) shall be paid on those dates.

Article 2

Payment schedule

90% of the principal will be repaid in ten equal and successive semi-annual instalments of the following dates:

March 1, 1990

September 1, 1990

March 1, 1991

September 1, 1991

March 1, 1992

September 1, 1992

March 1, 1993

September 1, 1993

March 1, 1994

September 1, 1994

Article 3

Interest

Interest shall be paid on the outstanding balance of the total amount of the Debts. The interest shall be calculated as from the original due dates on the exact number of days elapsed on the basis of a 360 day year and shall be paid on the last day of each interest period. The first interest shall end on September 1, 1986, the second on March 1, 1987, and the following on each succeeding September 1 and March 1.

S P O R A Z U M

MED ZVEZNM IZVRŠNIM SVETOM SKUPŠČINE
SOCIALISTIČNE FEDERATIVNE REPUBLIKE
JUGOSLAVIJE IN VLADO KRALJEVINE ŠVEDSKE
O KONSOLIDACIJI JUGOSLOVANSKEGA DOLGA
ZA OBDOBJE OD 1. JANUARJA 1985
DO 15. MAJA 1986

Glede na usklajeni zapisnik, ki so ga 24. maja 1985 v Parizu podpisali predstavniki Vlade Socialistične federativne republike Jugoslavije in predstavniki vlad nekaterih držav upnic, vključno s Kraljevino Švedsko, glede olajšave nekaterih obveznosti odplačila jugoslovanskega zunanjskega dolga, sta se Zvezni izvršni svet Skupščine Socialistične federativne republike Jugoslavije (v nadaljevanju Zvezni izvršni svet) in Vlada Kraljevine Švedske dogovorila o naslednjem:

1. člen

Obseg sporazuma

Ta sporazum se uporablja za neporavnane zneske glavnice,

(i) ki jih dolgujejo jugoslovanski subjekti po komercialnih pogodbah, sklenjenih pred 2. decembrom 1982, za katere jamči Švedski odbor za izvozne kreditne garancije (EKN) in ki predvidevajo obdobje kreditiranja, daljše od enega leta, in

(ii) ki so ali bodo zapadli od 1. januarja 1985 do vključno 15. maja 1986.

Dolgovi, ki jih zajema Sporazum (dolgovi), so podrobno navedeni v dodatku k protokolu (Protokol), ki ga bosta podpisala EKN in Investiciona banka Titograd - Udružena banka, Titograd (Banka) in je sestavni del Sporazuma.

Razume se, da se obresti, ki so se natekle do (vključno) prvotnih dni zapadlosti, plačajo na te dni.

2. člen

Načrt odplačil

90% glavnice bo odplačanih v desetih enakih in zaporednih polletnih obrokih na naslednje datume:

1. marca 1990

1. septembra 1990

1. marca 1991

1. septembra 1991

1. marca 1992

1. septembra 1992

1. marca 1993

1. septembra 1993

1. marca 1994

1. septembra 1994

3. člen

Obresti

Obresti se plačujejo na neporavnano stanje celotnega zneska dolgov. Obresti se izračunajo za točno število dni, ki so pretekli od prvotnih dni zapadlosti na podlagi leta s 360 dnevi in se plačajo zadnjega dne vsakega obrestnega obdobja. Prvo obrestno obdobje se konča 1. septembra 1986, drugo 1. marca 1987 in naslednja vsak naslednji 1. september in 1. marec.

The rate of interest shall be determined as follows:

Debts denominated in Swedish Kronor (SEK)

The rate of interest for the first interest period shall be 13.5 percent p.a.

The rate of interest for the succeeding interest periods shall be determined separately for each interest period and shall correspond to the rate which by 3/8 of one percentage unit exceeds the rate which constitutes the basis for the price at which Skandinaviska Enskilda Banken, Stockholm, Sweden, at or around 11 a.m. (London time) on a Stockholm banking day falling two banking days in London prior to the beginning of the interest period in question is prepared to acquire Swedish short term treasury notes (statsskuldvoxlar) with a remaining maturity of approximately six months. In the event, however, that no such quotation is obtainable, the Debts shall bear interest at a rate which by 3/8 of one percentage unit exceeds the yield for similar instruments in the Swedish money market.

Debts denominated in other currencies

The rate of interest for the first interest period shall be 9 per cent p.a. for US dollars and 7 per cent p.a. for Deutsche Mark.

The rate of interest for the succeeding interest periods shall be determined separately for each interest period and shall correspond to the rate which by 5/8 of one percentage unit exceeds the rate at which six months deposits in the relevant currency for a similar amount are offered to Skandinaviska Enskilda Banken: Stockholm, Sweden, by prime banks in the London Interbank Market at or around 11.00 a.m. (London time) on a Stockholm banking day falling two banking days in London prior to the beginning of the interest period in question. In the event, however, that no deposits are being offered to Skandinaviska Enskilda Banken as aforesaid, then the Debts shall bear interest at a rate which by 5/8 of one percentage unit exceeds the rate at which such deposits may otherwise be obtainable by first class banks in the international market.

Statements as to the interest rate applicable for each interest period shall be forwarded by EKN to the Bank successively.

In the event that an amount payable hereunder has not been received on the due date thereof, interest shall be paid on such amount from the due date up to and including the day of actual payment at a rate which by one percentage unit exceeds the applicable rate determined as aforesaid.

Article 4

Payment currency

The payments to be made under this Agreement, whether of principal or of interest, shall be effected in the currencies specified in the original contracts, as listed in the appendix to the Protocol.

Article 5

Payment procedure etc.

All payments covered by this Agreement shall be made without notice or demand and without deduction for any present or future taxes or withholdings of any nature imposed in the Socialist Federal Republic of Yugoslavia and shall be effected in the manner described in the Protocol.

If an amount paid under the Agreement is not sufficient to cover the total amount due, the amount paid shall be allocated against the Debts in the chronological order of their maturity according to the Agreement and thereby in the first

Obrestna mera se določi na naslednji način:

Dolgovi, izraženi v švedskih kronah (SEK)

Obrestna mera za prvo obrestno obdobje je 13,5 odstotka letno.

Obrestna mera za naslednja obrestna obdobja se določi za vsako obrestno obdobje posebej in ustreza letni stopnji, ki je za 3/8 odstotne točke večja od stopnje, ki je podlaga za ceno, po kateri je Skandinaviska Enskilda Banken, Stockholm, Švedska ob ali okrog 11. ure dopoldne (po londonskem času) na delovni dan bank v Stockholmu, ki je dva bančna delovna dneva v Londonu pred začetkom posameznega obrestnega obdobja, pripravljena pridobiti švedske kratkoročne zakladne zapise (statsskuldvoxlar) s preostalo zapadlostjo približno šest mesecev. Vendar pa se, če take kotacije ni na voljo, dolgovi obrestujejo po stopnji, ki je za 3/8 odstotne enote višja od donosa podobnih instrumentov na švedskem denarnem trgu.

Dolgovi, izraženi v drugih valutah

Obrestna mera za prvo obrestno obdobje je za ameriške dolarje 9 odstotkov letno in za nemško marko 7 odstotkov letno.

Obrestna mera za naslednja obrestna obdobja se določi za vsako obrestno obdobje posebej in ustreza stopnji, ki je za 5/8 odstotne točke višja od stopnje, po kateri ob ali okrog 11. ure dopoldne (po londonskem času) na bančni delovni dan v Stockholmu, ki je dva bančna delovna dneva v Londonu pred začetkom posameznega obrestnega obdobja, prvorazredne banke na londonskem medbančnem trgu ponujajo Skandinaviska Enskilda Banken, Stockholm, Švedska šestmesečne vloge v ustrezni valuti za podoben znesek. Vendar pa se, če se Skandinaviska Enskilda Banken ne ponujajo vloge, kot omenjeno, dolgovi obrestujejo po stopnji, ki je za 5/8 odstotne točke višja od stopnje, po kateri bi prvorazredne banke sicer lahko dobile take vloge na mednarodnem trgu.

EKN zaporedoma pošilja Banki izpiske o obrestih, ki se uporabljajo za vsako obrestno obdobje.

Če znesek, ki ga je treba plačati po tem sporazumu, ni prejet na dan svoje zapadlosti, se od dneva zapadlosti do vključno dneva dejanskega plačila na ta znesek plačujejo obresti po stopnji, ki je za eno odstotno točko višja od stopnje, ki se uporablja in je določena na prej omenjeni način.

4. člen

Valuta plačila

Plačila, ki jih je treba izvršiti po tem sporazumu, pa naj gre za glavnico ali obresti, se izvršijo v valutah, določenih v izvirnih pogodbah, kot so navedene v dodatku k Protokolu.

5. člen

Postopek plačila itd.

Vsa plačila, ki jih zajema ta sporazum, je treba izvršiti brez obvestila ali zahteve in brez odbitka kakršnih koli sedanjih ali prihodnjih davkov ali odbitkov, uvedenih v Socialistični federativni republiki Jugoslaviji in se izvršijo na način, opisan v Protokolu.

Če znesek, plačan po tem sporazumu, ne zadošča za pokritje celotnega dolgovanega zneska, se plačani znesek razporedi na dolgove v kronološkem redu njihove zapadlosti v skladu s Sporazumom in torej v prvem primeru na obresti,

instance against interest accrued after the due date, in the second instance against interest accrued up to the due date (inclusive) and thereafter against principal.

Article 6

Government liability

The Federal Executive Council assumes full liability for the due fulfilment of all payments to be made under this Agreement as well as for the payment of interest accrued up to the original due dates as set out in Article 1, last paragraph.

The Federal Executive Council will take the necessary steps in order to secure the payments of all Debt due and not paid and not covered by the Agreed Minute signed on May 24, 1985 in Paris.

Article 7

Implementation

EKN and the Bank are authorized, each within their own capacity, by their respective Government and under the full responsibility of that Government, to implement this Agreement.

Article 8

Preservation of rights and obligations

This Agreement shall not affect the rights and obligations of individual creditors and debtors under their respective contracts except those concerning the payment of the Debts as agreed herein.

Article 9

General conditions

The Federal Executive Council will accord to the Government of Sweden a treatment not less favourable than that which may be accorded to any other creditor country for the consolidation of debts of a comparable term.

Article 10

Settlement of disputes

The Federal Executive Council and the Government of Sweden shall endeavour to settle any disputes by negotiation or by such other means as the Governments may agree upon.

Article 11

Tenor of the Agreement

This Agreement will enter into force upon the approval of the competent authorities of both parties. In the case of Sweden this approval has been given by its signing. In the case of Yugoslavia this approval will be given upon its ratification in accordance with the laws in force in Yugoslavia.

However, this Agreement shall temporarily apply from the date of its signature, and shall terminate when all payments according to this Agreement have been made.

Done in Belgrade this 6th day of February 1986 in duplicate, both copies being equally authentic.

For the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia
Nikola Jelić, (s)
Director of Department in the Federal Secretariat of Finance

For the Government of the Kingdom of Sweden
Lennart Myrsten, (s)
Ambassador

natečene po dnevu zapadlosti, v drugem primeru na obresti, natečene do vključno dneva zapadlosti, in nato na glavnico.

6. člen

Odgovornost vlade

Zvezni izvršni svet prevzame polno odgovornost za pravočasno izpolnjevanje vseh plačil po tem sporazumu kot tudi za plačila obresti, natečenih do prvotnih dni zapadlosti, kot je navedeno v zadnjem odstavku 1. člena.

Zvezni izvršni svet bo ukrenil vse potrebno, da zagotovi plačilo celotnega zapadlega dolga, ki ni bil plačan in ni zajet v usklajenem zapisniku, podpisanem 24. maja 1985 v Parizu.

7. člen

Izvajanje

EKN in Banko, vsako v okviru svojih pooblastil, sta njuni vladi s polno odgovornostjo pooblastili za izvajanje tega sporazuma.

8. člen

Ohranitev pravic in obveznosti

Ta sporazum ne vpliva na pravice in obveznosti posameznih upnikov in dolžnikov po njihovih pogodbah, razen na tiste, ki zadevajo plačilo dolgov po tem sporazumu.

9. člen

Splošni pogoji

Zvezni izvršni svet za konsolidacijo dolgov s primerljivim rokom Vlade Švedske ne bo obravnaval manj ugodno kot katero koli drugo državo upnico.

10. člen

Reševanje sporov

Zvezni izvršni svet in Vlada Švedske si prizadevata, da vse spore rešita s pogajanjem ali na kateri koli drug način, za katerega se dogovorita vladi.

11. člen

Veljavnost sporazuma

Sporazum začne veljati, ko ga odobrijo pristojni organi pogodbenic. Za Švedsko je ta odobritev dana s podpisom. Za Jugoslavijo bo Sporazum odobren z njegovo ratifikacijo v skladu z zakoni, ki veljajo v Jugoslaviji.

Vendar pa se ta sporazum začasno uporablja od datuma njegovega podpisa in preneha veljati, ko so izvršena vsa plačila po tem sporazumu.

Sestavljeno v Beogradu 6. februarja 1986 v dveh izvodih v angleškem jeziku, pri čemer sta oba enako verodostojna.

Za Zvezni izvršni svet
Skupščine Socialistične
federativne republike Jugoslavije
Nikola Jelić l. r.
Direktor oddelka v Zveznem
sekretariatu za finance

Za Vlado
Kraljevine Švedske
Lennart Myrsten l. r.
veleposlanik

A G R E E M E N T
BETWEEN THE FEDERAL EXECUTIVE COUNCIL
OF THE ASSEMBLY OF THE SOCIALIST FEDERAL
REPUBLIC OF YUGOSLAVIA AND THE
GOVERNMENT OF THE KINGDOM OF SWEDEN
ON THE CONSOLIDATION OF THE DEBT OF
YUGOSLAVIA FOR THE PERIOD MAY 16, 1986
THROUGH MARCH 31, 1988

Subject to the provisions of the Agreed Minute on the Consolidation of the Debt of the Socialist Federal Republic of Yugoslavia signed in Paris on May 13, 1986 between representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereafter referred to as "The Federal Executive Council") and representatives of the governments of certain creditor countries, including the Kingdom of Sweden, the Government of the Kingdom of Sweden and the Federal Executive Council have agreed as follows:

Article 1

Scope of the Agreement

This Agreement shall apply to outstanding principal amounts,

- (i) which are owed by Yugoslav entities under commercial contracts, concluded before December 2, 1982, guaranteed by the Swedish Export Credits Guarantee Board ("EKN") and providing for a credit period of more than one year, and
- (ii) which have fallen or will fall due during the period May 16, 1986 through May 15, 1987 (inclusive) or
- (iii) which will fall due during the period May 16, 1987 through March 31, 1988 (inclusive).

The debts thus covered by the Agreement ("the Debts") have been specified in the appendices to a protocol ("the Protocol") which will be signed by EKN and Investiciona banka Titograd – Udružena banka, Titograd ("the Bank") concerning the implementation of the Agreement.

It is understood that interest accrued up to the original due dates (inclusive) as well as unconsolidated payments of principal shall be paid by the original borrowers to the original creditors on those dates.

Article 2

Payment schedule

85% of the Debts mentioned in Article 1 (ii) will be repaid in ten equal and successive semi-annual instalments of the following dates:

April 30, 1991
 October 31, 1991
 April 30, 1992
 October 31, 1992
 April 30, 1993
 October 31, 1993
 April 30, 1994
 October 31, 1994
 April 30, 1995
 October 31, 1995

Article 3

The percentage of Debts mentioned in Article 1 (iii) to be consolidated will be specified through an exchange of letters between the two parties, following an agreement on that percentage between representatives of Creditor Governments and the Socialist Federal Republic of Yugoslavia.

Repayment of these Debts will be made in 10 equal and successive semi-annual instalments on the following dates:

S P O R A Z U M

MED ZVEZNM IZVRŠNIM SVETOM SKUPŠČINE
SOCIALISTIČNE FEDERATIVNE REPUBLIKE
JUGOSLAVIJE IN VLADO KRALJEVINE ŠVEDSKE
O KONSOLIDACIJI JUGOSLOVANSKEGA DOLGA
ZA OBDOBJE OD 16. MAJA 1986
DO 31. MARCA 1988

Ob upoštevanju določb usklajenega zapisnika o konsolidaciji dolga Socialistične federativne republike Jugoslavije, ki so ga 13. maja 1986 v Parizu podpisali predstavniki Zveznega izvršnega sveta Skupščine socialistične federativne republike Jugoslavije (v nadaljevanju Zvezni izvršni svet) in predstavniki vlad nekaterih držav upnic, vključno s Kraljevino Švedsko, sta se Vlada Kraljevine Švedske in Zvezni izvršni svet dogovorila o naslednjem:

1. člen

Obseg sporazuma

Ta sporazum se uporablja za neporavnane zneske glavnice,

- (i) ki jih dolgujejo jugoslovanski subjekti po komercialnih pogodbah, sklenjenih pred 2. decembrom 1982, za katere jamči Švedski odbor za izvozne kreditne garancije (EKN), in ki predvidevajo obdobje kreditiranja, daljše od enega leta, in
- (ii) ki so ali bodo zapadli v obdobju od 16. maja 1986 do vključno 15. maja 1987 ali
- (iii) ki bodo zapadli v obdobju od 16. maja 1987 do vključno 31. marca 1988.

Dolgovi, ki jih zajema Sporazum (dolgovi), so podrobno navedeni v dodatkih k protokolu (Protokol), ki ga bosta podpisala EKN in Investiciona banka Titograd - Udružena banka, Titograd (Banka), v zvezi z izvajanjem Sporazuma.

Razume se, da obresti, ki so se natekle do (vključno) prvotnih dni zapadlosti, kot tudi nekonsolidirana plačila glavnice na te dni plačajo prvotni posojilojemalci prvotnim upnikom.

2. člen

Načrt odplačil

85% dolgov, omenjenih v točki (ii) 1. člena, bo odplačanih v desetih enakih in zaporednih polletnih obrokih na naslednje datume:

30. aprila 1991
 31. oktobra 1991
 30. aprila 1992
 31. oktobra 1992
 30. aprila 1993
 31. oktobra 1993
 30. aprila 1994
 31. oktobra 1994
 30. aprila 1995
 31. oktobra 1995

3. člen

Odstotek dolgov, omenjenih v točki (iii) 1. člena, ki jih je treba konsolidirati, bo podrobno določen z izmenjavo pism med pogodbenicama, potem ko bodo predstavniki vlad upnic in Socialistične federativne republike Jugoslavije dosegli sporazum o tem odstotku.

Ti dolgovi bodo odplačani v 10 enakih in zaporednih polletnih obrokih na naslednje datume:

March 31, 1992
 September 30, 1992
 March 31, 1993
 September 30, 1993
 March 31, 1994
 September 30, 1994
 March 31, 1995
 September 30, 1995
 March 31, 1996
 September 30, 1996

31. marca 1992
 30. septembra 1992
 31. marca 1993
 30. septembra 1993
 31. marca 1994
 30. septembra 1994
 31. marca 1995
 30. septembra 1995
 31. marca 1996
 30. septembra 1996

Article 4
Interest

Interest shall be paid on the outstanding balance of the total amount of the Debts. The interest shall be calculated as from the original due dates for the exact number of days elapsed on the basis of a 360 day year and shall be paid on the last day of each interest period. As regards Debts mentioned in Article 2, the first interest period shall end on April 30, 1987, the second on October 31, 1987, and the following on each succeeding April 30 and October 31. The first interest period, as regards Debts mentioned in Article 3, shall end on September 30, 1987, the second on March 31, 1988 and the following on each succeeding March 31 and September 30.

The rate of interest shall be determined as follows:

Debts denominated in Swedish Kronor (SEK)

The rate of interest for the first interest period shall be 10.5 percent per annum.

The rate of interest for the succeeding interest periods shall be determined separately for each interest period and shall correspond to the rate per annum which by 3/8 of one percentage unit exceeds the rate, which constitutes the basis for the price at which Skandinaviska Enskilda Banken, Stockholm, at or around 11 a.m. on a Stockholm banking day falling two banking days prior to the beginning of the interest period in question is prepared to acquire Swedish short term treasury notes (statsskuldvaxlar) with a remaining maturity of approximately six months. In the event, however, that no such quotation is obtainable, the Debts shall bear interest at a rate which by 3/8 of one percentage unit exceeds the yield for similar instruments in the Swedish money market.

Debts denominated in US Dollars (USD)

The rate of interest for the first interest period shall be 6.75 percent per annum for USD.

The rate of interest for the succeeding interest periods shall be determined separately for each interest period and shall correspond to the rate per annum which by 5/8 of one percentage unit exceeds the rate at which six months deposits in USD for an amount similar to the total amount of the Debt in USD are offered to Skandinaviska Enskilda Banken, Stockholm, Sweden, by prime banks in the London Interbank Market at or around 11.00 a.m. (London time) on a Stockholm banking day falling two banking days in London prior to the beginning of the interest period in question. In the event, however, that no deposits are being offered to Skandinaviska Enskilda Banken as aforesaid, then the Debts shall bear interest at a rate which by 5/8 of one percentage unit exceeds the rate at which such deposits may otherwise be obtainable by first class banks in the international market.

Statements as to the interest rate applicable for each interest period shall be forwarded by EKN to the Bank as soon as possible.

In the event that an amount payable hereunder has not been received on the due date thereof, interest shall be paid on such amount from the due date up to and including the day

4. člen
Obresti

Obresti se plačujejo na neporavnano stanje celotnega zneska dolgov. Obresti se izračunajo za točno število dni, ki so pretekli od prvotnih dni zapadlosti, na podlagi leta s 360 dnevi in se plačajo zadnjega dne vsakega obrestnega obdobja. Za dolgove, omenjene v 2. členu, se prvo obrestno obdobje konča 30. aprila 1987, drugo 31. oktobra 1987 in naslednja vsak naslednji 30. april in 31. oktober. Za dolgove, omenjene v 3. členu, se prvo obrestno obdobje konča 30. septembra 1987, drugo 31. marca 1988 in naslednja vsakega naslednjega 31. marca in 30. septembra.

Obrestna mera se določi na naslednji način:

Dolgovi, izraženi v švedskih kronah (SEK)

Obrestna mera za prvo obrestno obdobje je 10,5 odstotka letno.

Obrestna mera za naslednja obrestna obdobja se določi za vsako obrestno obdobje posebej in ustreza letni stopnji, ki je za 3/8 odstotne točke višja od stopnje, ki je podlaga za ceno, po kateri je Skandinaviska Enskilda Banken, Stockholm ob ali okrog 11. ure dopoldne na delovni dan bank v Stockholmu, ki je dva bančna delovna dneva pred začetkom posameznega obrestnega obdobja, pripravljena pridobiti švedske kratkoročne zakladne zapise (statsskuldvaxlar) s preostalo zapadlostjo približno šest mesecev. Vendar pa se, če take kotacije ni na voljo, dolgovi obrestujejo po stopnji, ki je za 3/8 odstotne točke višja od donosa podobnih instrumentov na švedskem denarnem trgu.

Dolgovi, izraženi v ameriških dolarjih (USD)

Za USD je obrestna mera za prvo obrestno obdobje 6,75 odstotka letno.

Obrestna mera za naslednja obrestna obdobja se določi za vsako obrestno obdobje posebej in ustreza letni stopnji, ki je za 5/8 odstotne točke višja od stopnje, po kateri ob ali okrog 11. ure dopoldne (po londonskem času) na dan, ki je dva bančna delovna dneva bank v Londonu pred začetkom posameznega obrestnega obdobja, prvorazredne banke na londonskem medbančnem trgu ponujajo Skandinaviska Enskilda Banken, Stockholm, Švedska šestmesečne vloge v USD za znesek, ki je podoben celotnemu znesku dolga v USD. Vendar pa, če se Skandinaviska Enskilda Banken ne ponujajo vloge, kot je omenjeno, potem se dolgovi obrestujejo po stopnji, ki je za 5/8 odstotne točke višja od stopnje, po kateri bi prvorazredne banke sicer lahko dobile take vloge na mednarodnem trgu.

EKN čim prej mogoče pošlje Banki izpiske o obrestih, ki se uporabljajo za vsako obrestno obdobje.

Če znesek, ki ga je treba plačati po tem sporazumu, ni prejet na dan njegove zapadlosti, se od dneva zapadlosti do vključno dneva dejanskega plačila na ta znesek plačajo obre-

of actual payment at a rate which by one percentage unit exceeds the applicable rate determined as aforesaid.

Article 5

Payment currency

The payments to be made under this Agreement, whether of principal or of interest, shall be effected in the currencies specified in the original contracts, as listed in the appendices to the Protocol.

Article 6

Payment procedure etc.

All payments covered by this Agreement shall be made without notice or demand and without deduction for any present or future taxes or withholdings of any nature and shall be effected in the manner described in the Protocol.

Article 7

Government liability

The Federal Executive Council assumes full liability for the due fulfilment of all payments to be made under this Agreement.

The Federal Executive Council will take the necessary steps in accordance with Yugoslav law in order to secure the payment of the non consolidated part of principal and the interest accrued up to the original due dates and not paid and guarantees the transfer of these amounts.

Article 8

Implementation

EKN and the Bank are authorized, each within their own capacity, by their respective Government and under the full responsibility of that Government, to implement this Agreement.

Article 9

Refinancing

EKN shall at any time, after notification to the Bank, be entitled to substitute this rescheduling agreement by a refinancing agreement on exactly the same terms.

Article 10

Preservation of rights and obligations

This Agreement shall not affect the rights and obligations of individual creditors and debtors under their respective contracts except those concerning the payment of the Debts as agreed herein.

Article 11

General conditions

The Federal Executive Council will accord to the Government of Sweden a treatment not less favourable than that which may be accorded to any other creditor country for the consolidation of debts of a comparable term.

Article 12

Settlement of disputes

The Federal Executive Council and the Government of Sweden shall endeavour to settle any disputes under this Agreement by negotiation or by such other means as the Governments may agree upon.

sti po stopnji, ki je za eno odstotno točko višja od stopnje, ki se uporablja, določene na omenjeni način.

5. člen

Valuta plačila

Plačila, ki jih je treba izvršiti po tem sporazumu, pa naj gre za glavnico ali obresti, se izvršijo v valutah, določenih v izvirnih pogodbah, kot so navedene v dodatkih k Protokolu.

6. člen

Postopek plačila itd.

Vsa plačila, ki jih zajema ta sporazum, je treba izvršiti brez obvestila ali zahteve in brez odbitka kakršnih koli sedanjih ali prihodnjih davkov ali odbitkov in se izvršijo na način, opisan v Protokolu.

7. člen

Odgovornost vlade

Zvezni izvršni svet prevzame polno odgovornost za pravočasno izvrševanje vseh plačil po tem sporazumu.

Zvezni izvršni svet bo v skladu z jugoslovanskim zakonom ukrenil vse potrebno, da zagotovi plačilo nekonsolidiranega dela glavnice in obresti, ki so se natekle do prvotnih datumov zapadlosti in niso bile plačane, in jamči za prenos teh zneskov.

8. člen

Izvajanje

EKN in Banko, vsako v okviru svojih pooblastil, stajnuji vladi s polno odgovornostjo pooblastili za izvajanje tega sporazuma.

9. člen

Refinanciranje

EKN ima pravico, da kadar koli po uradnem obvestilu Banki nadomesti ta sporazum o reprogramiranju s sporazumom o refinanciranju pod enakimi pogoji.

10. člen

Ohranitev pravic in obveznosti

Ta sporazum ne vpliva na pravice in obveznosti posameznih upnikov in dolžnikov po njihovih pogodbah, razen na tiste, ki zadevajo plačila dolgov, kot je dogovorjeno v tem sporazumu.

11. člen

Splošni pogoji

Zvezni izvršni svet za konsolidacijo dolgov s primerljivim rokom Vlade Švedske ne bo obravnaval manj ugodno kot katero koli drugo državo upnico.

12. člen

Reševanje sporov

Zvezni izvršni svet in Vlada Švedske si prizadevata, da vse spore, ki izhajajo iz tega sporazuma, rešita s pogajanjem ali na kateri koli drug način, za katerega se dogovorita vladi.

Article 13

Tenor of the Agreement

This Agreement enters into force upon the approval of the competent authorities of both parties. In the case of Sweden this approval has been given by its signing. In the case of Yugoslavia this approval will be given upon its ratification in accordance with the laws in force in Yugoslavia.

However, this Agreement shall temporarily apply from the date of its signature, and shall terminate when all payments according to this Agreement have been made.

Done in Belgrade this 17th day of March 1987 in two originals in the English language, both being equally authentic.

For the Federal Executive
Council of the Assembly of
the Socialist Federal
Republic of Yugoslavia
Boris Skapin, (s)
Assistant Federal
Secretary for Finance

For the Government of the
Kingdom of Sweden
Lennart Myrsten, (s)
Ambassador

13. člen

Veljavnost sporazuma

Sporazum začne veljati, ko ga odobrijo pristojni organi pogodbenic. Za Švedsko je ta odobritev dana s podpisom. Za Jugoslavijo bo Sporazum odobren z njegovo ratifikacijo v skladu z zakoni, ki veljajo v Jugoslaviji.

Vendar pa se ta sporazum začasno uporablja od datuma njegovega podpisa in preneha veljati, ko so izvršena vsa plačila po tem sporazumu.

Sestavljeno v Beogradu 17. marca 1987 v dveh izvirmih v angleškem jeziku, pri čemer sta oba enako verodostojna.

Za Zvezni izvršni svet
Skupščine Socialistične
federativne republike Jugoslavije
Boris Škapin l. r.
pomočnik zveznega sekretarja
za finance

Za Vlado
Kraljevine Švedske
Lennart Myrsten l. r.
veleposlanik

AGREEMENT

**BETWEEN THE FEDERAL EXECUTIVE COUNCIL
OF THE ASSEMBLY OF THE SOCIALIST FEDERAL
REPUBLIC OF YUGOSLAVIA AND THE
GOVERNMENT OF THE KINGDOM OF SWEDEN
ON THE CONSOLIDATION OF THE DEBT OF
YUGOSLAVIA FOR THE PERIOD APRIL 1, 1988,
THROUGH JUNE 30, 1989**

Subject to the provisions of the Agreed Minute on the Consolidation of the Debt of the Socialist Federal Republic of Yugoslavia signed in Paris on July 13, 1988, between representatives of the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereafter referred to as "The Federal Executive Council") and representatives of the governments of certain creditor countries, including the Kingdom of Sweden, the Government of the Kingdom of Sweden and the Federal Executive Council have agreed as follows:

Article 1

Scope of the Agreement

This Agreement shall apply to outstanding amounts of principal and interest

(i) which have fallen or will fall due during the period April 1, 1988, through June 30, 1989 (inclusive) which are owed by Yugoslav entities under commercial contracts, concluded before December 2, 1982, guaranteed by the Swedish Export Credits Guarantee Board ("EKN") and providing for a credit period of more than one year, and

(ii) which have fallen or will fall due during the period April 1, 1988 through June 30, 1987 (inclusive), resulting from the bilateral Consolidation Agreements of February 1, 1985, February 6, 1986 and March 17, 1987.

The debts thus covered by the Agreement ("the Debts") have been specified in the appendices to a protocol ("the Protocol") which will be signed by EKN and Investiciona banka Titograd – Udružena banka, Titograd ("the Bank") concerning the implementation of the Agreement.

SPORAZUM

**MED ZVEZNIŠIM IZVRŠNIM SVETOM SKUPŠČINE
SOCIALISTIČNE FEDERATIVNE REPUBLIKE
JUGOSLAVIJE IN VLADO KRALJEVINE ŠVEDSKE
O KONSOLIDACIJI JUGOSLOVANSKEGA DOLGA
ZA OBDOBJE OD 1. APRILA 1988
DO 30. JUNIJA 1989**

Ob upoštevanju določb usklajenega zapisnika o konsolidaciji dolga Socialistične federativne republike Jugoslavije, ki so ga 13. julija 1988 v Parizu podpisali predstavniki Zveznega izvršnega sveta Skupščine Socialistične federativne republike Jugoslavije (v nadaljevanju Zvezni izvršni svet) in predstavniki vlad nekaterih držav upnic, vključno s Kraljevino Švedsko, sta se Vlada Kraljevine Švedske in Zvezni izvršni svet dogovorila o naslednjem:

1. člen

Obseg sporazuma

Ta sporazum se uporablja za neporavnane zneske glavnice in obresti,

(i) ki so ali bodo zapadli v obdobju od 1. aprila 1988 do vključno 30. junija 1989 in jih dolgujejo jugoslovanski subjekti po komercialnih pogodbah, sklenjenih pred 2. decembrom 1982, za katere jamči Švedski odbor za izvozne kreditne garancije (EKN) in ki predvidevajo obdobje kreditiranja, daljše od enega leta, in

(ii) ki so ali bodo zapadli v obdobju od 1. aprila 1988 do vključno 30. junija 1989 in izhajajo iz dvostranskih sporazumov o konsolidaciji z dne 1. februarja 1985, 6. februarja 1986 in 17. marca 1987.

Dolgovi, ki jih zajema Sporazum (dolgovi), so podrobno navedeni v dodatkih k protokolu (Protokol), ki ga bosta podpisala EKN in Investiciona banka Titograd - Udružena banka, Titograd (Banka), v zvezi z izvajanjem Sporazuma.

Article 2

Payment schedule

100% of the Debts mentioned in Article 1 (i) and (ii) will be repaid in eight equal and successive semi-annual instalments on the following dates:

May 15, 1995
November 15, 1995
May 15, 1996
November 15, 1996
May 15, 1997
November 15, 1997
May 15, 1998
November 15, 1998

Article 3

Interest

Interest shall be paid on the outstanding balance of the total amount of the Debts. The interest shall be calculated as from due dates for the exact number of days elapsed on the basis of a 360 day year and shall be paid semiannually in arrears on May 15 and November 15 of each year. The first interest period shall end on November 15, 1988

The rate of interest shall be determined as follows:

Debts denominated in SEK

The rate of interest for the first interest period shall be 10.4 percent per annum.

The rate of interest for the succeeding interest periods shall be determined separately for each interest period and shall be 0.375 percentage units above the average Stockholm Interbank Offered Rate (STIBOR) for six months SEK denominated deposits in the Stockholm market at or around 11.00 a.m. (Stockholm time) two banking days in Stockholm prior to the beginning of the interest period in question as quoted on Reuter Monitor Money Rates Services.

Debts denominated in USD and DEM

The rate of interest for the first interest period shall be 9.0 percent per annum for Debts denominated in USD and 5.425 percent per annum for Debts denominated in DEM.

The rate of interest for the succeeding interest periods shall be determined separately for each interest period and shall be 0.5 percentage units above the London Interbank Offered Rate (LIBOR), for six months USD and DEM denominated deposits respectively. The LIBOR rates shall be the average of the rates quoted on Reuter Monitor Money Rates Services at or around 11:00 a.m. (London time) two banking days in London prior to the beginning of the interest period in question.

Statements as to the interest rate applicable for each interest period shall be forwarded by EKN to the Bank successively.

In the event that an amount payable hereunder has not been received on the due date thereof, interest shall be paid on such amount from the due date up to and including the day of actual payment at a rate which by one percentage unit exceeds the applicable rate determined as aforesaid.

Article 4

Payment currency

The payments to be made under this Agreement, whether of principal or of interest, shall be effected in the currencies specified in the original contracts, as listed in the appendices to the Protocol.

2. člen

Načrt odplačil

100% dolgov, omenjenih v točkah (i) in (ii) 1. člena, bo odplačanih v osmih enakih in zaporednih polletnih obrokih na naslednje datume:

15. maja 1995
15. novembra 1995
15. maja 1996
15. novembra 1996
15. maja 1997
15. novembra 1997
15. maja 1998
15. novembra 1998

3. člen

Obresti

Obresti se plačujejo na neporavnano stanje celotnega zneska dolgov. Obresti se izračunajo za točno število dni, ki so pretekli od prvotnih dni zapadlosti na podlagi leta s 360 dnevi in se plačujejo polletno za nazaj 15. maja in 15. novembra vsakega leta. Prvo obrestno obdobje se konča 15. novembra 1988.

Obrestna mera se določi na naslednji način:

Dolgovi, izraženi v SEK

Obrestna mera za prvo obrestno obdobje je 10,4 odstotka letno.

Obrestna mera za naslednja obrestna obdobja se določi za vsako obrestno obdobje posebej in je 0,375 odstotnih točk nad povprečno stockholmsko medbančno ponujeno stopnjo (STIBOR) za šestmesečne vloge, izražene v SEK, na stockholmskem trgu ob ali okrog 11. uri dopoldne (po stockholmskem času) dva bančna delovna dneva v Stockholmu pred začetkom posameznega obrestnega obdobja, kot jo navajajo Službe Reuterja za spremljanje obrestnih mer (Reuter Monitor Money Rates Services).

Dolgovi, izraženi v USD in DEM

Za dolgove, izražene v USD, je obrestna mera za prvo obrestno obdobje 9 odstotkov letno in za dolgove, izražene v DEM, 5,425 odstotka letno.

Obrestna mera za naslednja obrestna obdobja se določi za vsako obrestno obdobje posebej in je za 0,5 odstotne točke nad londonsko medbančno ponujeno stopnjo (LIBOR) za šestmesečne vloge, izražene v USD oziroma DEM. Stopnje LIBOR so povprečne stopnje, ki jih ob ali okrog 11. ure dopoldne (po londonskem času) dva bančna delovna dneva v Londonu pred začetkom posameznega obrestnega obdobja navajajo Službe Reuterja za spremljanje obrestnih mer.

EKN zaporedoma pošilja Banki izpiske o obrestni meri, ki se uporablja za vsako obrestno obdobje.

Če znesek, ki ga je treba plačati po tem sporazumu, ni prejet na dan njegove zapadlosti, se od dneva zapadlosti do vključno dneva dejanskega plačila na ta znesek plačujejo obresti po stopnji, ki je za eno odstotno točko višja od stopnje, ki se uporablja, določene na prej omenjeni način.

4. člen

Valuta plačila

Plačila, ki jih je treba izvršiti po tem sporazumu, pa naj gre za glavnico ali obresti, se izvršijo v valutah, določenih v prvotnih pogodbah, kot so navedene v dodatkih k Protokolu.

Article 5

Payment procedure etc.

All payments covered by this Agreement shall be made without notice or demand and without deduction for any present or future taxes or withholdings of any nature and shall be effected in the manner described in the Protocol.

Article 6

Assignment

EKN shall, after notification to, and with the full consent of the Federal Executive Council, be entitled to assign the any time the whole or any part of its rights under this Agreement. In the event of such assignment the Federal Executive Council and EKN shall agree to a mutually acceptable procedure.

Article 7

Government liability

The Federal Executive Council assumes full liability for the due fulfilment of all payments to be made under this Agreement.

Article 8

Implementation

EKN and the Bank are authorized, each within their own capacity, by their respective Government and under the full responsibility of that Government, to implement this Agreement.

Article 9

Refinancing

EKN shall at any time, after notification to the Bank, be entitled to substitute this Consolidation Agreement by a refinancing agreement on exactly the same terms as to principal and interest payment obligations as well as to all other items covered by this Agreement.

Article 10

Preservation of rights and obligations

This Agreement shall not affect the rights and obligations of individual creditors and debtors under their respective contracts except those concerning the payment of the Debts as agreed herein.

Article 11

General conditions

The Federal Executive Council will accord to the Government of Kingdom of Sweden a treatment not less favourable than that which may be accorded to any other creditor country for the consolidation of debts of a comparable term.

Subject to part IV, paragraph 5 of the Agreed Minute on the Consolidation of the Debt of the Socialist Federal Republic of Yugoslavia signed in Paris on July 13, 1988, the Government of the Kingdom of Sweden agrees to consider positively rescheduling of the debt service payments in principal and interest under contracts mentioned in Article 1 (i) and (ii) hereof and falling due from July 1, 1989 to June 30, 1990 and from July 1, 1990 to June 30, 1991.

Article 12

Settlement of disputes

The Federal Executive Council and the Government of Kingdom of Sweden shall endeavour to settle any disputes under this Agreement by negotiation or by such other means as the Governments agree upon.

5. člen

Postopek plačila itd.

Vsa plačila, ki jih zajema ta sporazum, je treba izvršiti brez obvestila ali zahteve in brez odbitka kakršnih koli sedanjih ali prihodnjih davkov ali odbitkov in se izvršijo na način, opisan v Protokolu.

6. člen

Prenos

EKN je po uradnem obvestilu Zveznemu izvršnemu svetu in z njegovo polno privolitvijo upravičen, da kadar koli prenese vse ali kateri koli del svojih pravic po tem sporazumu. Ob takem prenosu se Zvezni izvršni svet in EKN dogovorita o obojestransko sprejemljivem postopku.

7. člen

Odgovornost vlade

Zvezni izvršni svet prevzame polno odgovornost za pravočasno izpolnjevanje vseh plačil po tem sporazumu.

8. člen

Izvajanje

EKN in Banko, vsako v okviru svojih pooblastil, stajni vladi s polno odgovornostjo pooblastili za izvajanje tega sporazuma.

9. člen

Refinanciranje

EKN je upravičen, da po uradnem obvestilu Banki kadar koli nadomesti ta sporazum o konsolidaciji s sporazumom o refinanciranju pod popolnoma enakimi pogoji glede obveznosti plačevanja glavnice in obresti, kot tudi glede vseh drugih postavk, ki jih zajema ta sporazum.

10. člen

Ohranitev pravic in obveznosti

Ta sporazum ne vpliva na pravice in obveznosti posameznih upnikov in dolžnikov po njihovih pogodbah, razen na tiste, ki zadevajo plačila dolgov, kot dogovorjeno v tem sporazumu.

11. člen

Splošni pogoji

Zvezni izvršni svet za konsolidacijo dolgov s primerljivim rokom Vlade Švedske ne bo obravnaval manj ugodno kot katero koli drugo državo upnico.

Ob upoštevanju 5. odstavka IV. dela usklajenega zapisa o konsolidaciji dolga Socialistične federativne republike Jugoslavije, podpisanega 13. julija 1988 v Parizu, Vlada Kraljevine Švedske soglaša, da ugodno prouči reprogramiranje plačil glavnice in obresti pri odplačilu dolga po pogodbah iz odstavkov točk (i) in (ii) I. člena tega sporazuma, ki zapadejo od 1. julija 1989 do 30. junija 1990 in od 1. julija 1990 do 30. junija 1991.

12. člen

Reševanje sporov

Zvezni izvršni svet in Vlada Kraljevine Švedske si prizadevata, da vse spore, ki izhajajo iz tega sporazuma, rešita s pogajanjem ali na kateri koli drug način, za katerega se dogovorita vladi.

Article 13

Effectiveness and Tenor of the Agreement

This Agreement enters into force upon the approval of the competent authorities of both parties. In the case of Sweden this approval has been given by its signing. In the case of Yugoslavia this approval will be given upon its ratification in accordance with the laws in force in Yugoslavia which will be given within 30 days of signature of the Agreement.

In accordance with Article 3, it is understood that the time period elapsed up to the entry into force of this Agreement will not adversely affect the payment obligations hereunder.

However, this Agreement shall temporarily apply from November 7, 1988, and shall terminate when all payments according to this Agreement have been made.

Done in Belgrade this 22nd day of December 1988 in two originals in the English language, both being equally authentic.

For the Federal Executive
Council of the Assembly of
the Socialist Federal
Republic of Yugoslavia
Boris Škapin, (s)

For the Government of the
Kingdom of Sweden
Jan af Sillen, (s)

13. člen

Veljavnost in trajanje sporazuma

Ta sporazum začne veljati, ko gaodobrijo pristojni organi pogodbenic. Za Švedsko je ta odobritev dana s podpisom. Za Jugoslavijo bo Sporazum odobren z njegovo ratifikacijo v skladu z zakoni, ki veljajo v Jugoslaviji, in to v 30 dneh od podpisa Sporazuma.

V skladu s 3. členom se razume, da obdobje, ki je preteklo do začetka veljavnosti tega Sporazuma, ne bo škodljivo vplivalo na plačilne obveznosti po tem sporazumu.

Vendar pa se ta sporazum začasno uporablja od 7. novembra 1988 in preneha veljati, ko so izvršena vsa plačila po tem sporazumu.

Sestavljeno v Beogradu 22. decembra 1988 v dveh izvornikih v angleškem jeziku, pri čemer sta oba enako verodostojna.

Za Zvezni izvršni svet
Skupščine Socialistične
federativne republike Jugoslavije
Boris Škapin l. r.

Za Vlado
Kraljevine Švedske
Jan af Sillen l. r.

VSEBINA

7. Zakon o ratifikaciji Dvostranskega sporazuma med Vlado Republike Slovenije in Vlado Kraljevine Švedske glede prevzema določenih dolgov nekdanje Socialistične federativne republike Jugoslavije (BSEPDD)

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