

# **Z A K O N**

## **O POTVRĐIVANJU SPORAZUMA IZMEĐU VLADE REPUBLIKE SRBIJE I VLADE JAPANA U VEZI SA PROJEKTOM ZA IZGRADNJU POSTROJENJA ZA ODSUMPORAVANJE ZA TERMoeLEKTRANU „NIKOLA TESLA”**

### **Član 1.**

Potvrđuje se Sporazum između Vlade Republike Srbije i Vlade Japana u vezi sa Projektom za izgradnju postrojenja za odsumporavanje za termoelektranu „Nikola Tesla”, koji je postignut razmenom pisama u Obrenovcu, 24. novembra 2011. godine, u originalu na engleskom jeziku.

### **Član 2.**

Tekst Sporazuma u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

**EMBASSY OF JAPAN**  
**BELGRADE**

Belgrade, November 24, 2011

Excellency,

I have the honour to confirm the following understanding recently reached between the representatives of the Government of Japan and of the Government of the Republic of Serbia concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Republic of Serbia:

1. A loan in Japanese yen up to the amount of twenty-eight billion two hundred and fifty-two million yen (¥28,252,000,000) (hereinafter referred to as "the Loan") will be extended, in accordance with the relevant laws and regulations of Japan, to the Electric Power Industry of Serbia (hereinafter referred to as "the Borrower") by the Japan International Cooperation Agency (hereinafter referred to as "JICA") for the purpose of implementing the Flue Gas Desulphurization Construction Project for Thermal Power Plant Nikola Tesla (hereinafter referred to as "the Project").

2. (1) The Loan will be made available by a loan agreement to be concluded between the Borrower and JICA. The terms and conditions of the Loan as well as the procedures for its utilization will be governed by the said loan agreement, within the scope of the present understanding, which will contain, inter alia, the following principles:

(a) The repayment period will be ten (10) years after the grace period of five (5) years;

(b) The rate of interest will be nought point six per cent (0.6%) per annum;

(c) Notwithstanding sub-paragraph (b) above, where a part of the Loan is made available to cover payments to consultants of the Project, then the rate of interest of the said part will be nought point nought one per cent (0.01%) per annum; and

His Excellency Mr. Bozidar Djelic  
Deputy Prime Minister for European Integration  
of the Republic of Serbia

(d) The disbursement period will be ten (10) years after the date of coming into force of the said loan agreement.

(2) The loan agreement mentioned in sub-paragraph (1) above will be concluded after JICA is satisfied of the feasibility, including environmental consideration, of the Project.

(3) The disbursement period mentioned in sub-paragraph (1)(d) above may be extended with the consent of the authorities concerned of the two Governments.

3. The repayment of principal of the Loan extended to the Borrower, as well as the payment of interest and any other charges thereon, shall be guaranteed by the Government of the Republic of Serbia.

4. (1) The Loan will be made available to cover payments to be made by the Borrower to suppliers, contractors and/or consultants of eligible source countries under such contracts as may be entered into between them for purchases of products and/or services required for the implementation of the Project, provided that such purchases are made in such eligible source countries for products produced in and/or services supplied from those countries.

(2) The scope of eligible source countries mentioned in sub-paragraph (1) above shall be agreed upon between the authorities concerned of the two Governments.

(3) A part of the Loan may be used to cover eligible local currency requirements for the implementation of the Project.

5. The Government of the Republic of Serbia shall ensure that the products and/or services mentioned in sub-paragraph (1) of paragraph 4. are procured in accordance with the guidelines for procurement of JICA, which set forth, inter alia, the procedures of international competitive bidding to be followed except where such procedures are inapplicable or inappropriate.

6. With regard to the shipping and marine insurance of the products purchased under the Loan, the Government of the Republic of Serbia shall refrain from imposing any restrictions that may hinder fair and free competition among the shipping and marine insurance companies.

7. Japanese nationals whose services may be required in the Republic of Serbia in connection with the supply of the products and/or services mentioned in sub-paragraph (1) of paragraph 4. shall be accorded such facilities as may be necessary for their entry into the Republic of Serbia and stay therein for the performance of their work.

8. The Government of the Republic of Serbia shall exempt:

(a) JICA from all fiscal levies and taxes imposed in the Republic of Serbia on and/or in connection with the Loan as well as interest accruing therefrom;

(b) Japanese companies operating as suppliers, contractors and/or consultants from all fiscal levies and taxes imposed in the Republic of Serbia with respect to the income accruing from the supply of products and/or services to be provided under the Loan;

(c) Japanese companies operating as suppliers, contractors and/or consultants from all duties and related fiscal charges imposed in the Republic of Serbia with respect to the import and re-export of their own materials and equipment needed for the implementation of the Project; and

- (d) Japanese employees engaged in the implementation of the Project from all fiscal levies and taxes imposed in the Republic of Serbia on their personal income derived from Japanese companies operating as suppliers, contractors and/or consultants for the implementation of the Project.
9. The Government of the Republic of Serbia shall take necessary measures to:
- (a) ensure that the Loan be used properly and exclusively for the Project;
  - (b) ensure and maintain the safety of persons engaged in the implementation of the Project and of the general public of the Republic of Serbia in constructing the facilities under the Loan and in using such facilities; and
  - (c) ensure that the facilities constructed under the Loan be maintained and used properly and effectively for the purpose prescribed in the present understanding.
10. The Government of the Republic of Serbia shall, upon request, furnish the Government of Japan and JICA with:
- (a) information and data concerning the progress of the implementation of the Project; and
  - (b) any other information related to the Project.
11. The two Governments shall consult with each other with respect to any matter that may arise from or in connection with the present understanding.

I have further the honour to propose that this Note and Your Excellency's Note in reply confirming on behalf of the Government of the Republic of Serbia the foregoing understanding shall constitute an agreement between the two Governments, which shall become effective on the date of receipt by the Government of Japan of the written notification from the Government of the Republic of Serbia of the completion of necessary domestic procedures for the entry into force of such agreement.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

Toshio Tsunozaki  
Ambassador Extraordinary and Plenipotentiary  
of Japan to the Republic of Serbia

Belgrade, November 24, 2011

Deputy Prime Minister for European Integration  
of the Republic of Serbia  
Mr. Božidar Đelić

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

„Excellency,

I have the honour to confirm the following understanding recently reached between the representatives of the Government of Japan and of the Government of the Republic of Serbia concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Republic of Serbia:

1. A loan in Japanese yen up to the amount of twenty-eight billion two hundred and fifty-two million yen (¥28,252,000,000) (hereinafter referred to as "the Loan") will be extended, in accordance with the relevant laws and regulations of Japan, to the Electric Power Industry of Serbia(hereinafter referred to as "the Borrower") by the Japan International Cooperation Agency (hereinafter referred to as "JICA") for the purpose of implementing the Flue Gas Desulphurization Construction Project for Thermal Power Plant Nikola Tesla (hereinafter referred to as "the Project").

2. (1) The Loan will be made available by a loan agreement to be concluded between the Borrower and JICA. The terms and conditions of the Loan as well as the procedures for its utilization will be governed by the said loan agreement, within the scope of the present understanding, which will contain, inter alia, the following principles:

(a) The repayment period will be ten (10) years after the grace period of five (5) years;

(b) The rate of interest will be nought point six per cent (0.6%) per annum;

(c) Notwithstanding sub-paragraph (b) above, where a part of the Loan is made available to cover payments to consultants of the Project, then the rate of interest of the said part will be nought point nought one per cent (0.01%) per annum; and

(d) The disbursement period will be ten (10) years after the date of coming into force of the said loan agreement.

His Excellency Mr. Toshio Tsunozaki  
Ambassador Extraordinary and Plenipotentiary  
of Japan to the Republic of Serbia

(2) The loan agreement mentioned in sub-paragraph (1) above will be concluded after JICA is satisfied of the feasibility, including environmental consideration, of the Project.

(3) The disbursement period mentioned in sub-paragraph (1)(d) above may be extended with the consent of the authorities concerned of the two Governments.

3. The repayment of principal of the Loan extended to the Borrower, as well as the payment of interest and any other charges thereon, shall be guaranteed by the Government of the Republic of Serbia.

4. (1) The Loan will be made available to cover payments to be made by the Borrower to suppliers, contractors and/or consultants of eligible source countries under such contracts as may be entered into between them for purchases of products and/or services required for the implementation of the Project, provided that such purchases are made in such eligible source countries for products produced in and/or services supplied from those countries.

(2) The scope of eligible source countries mentioned in sub-paragraph (1) above shall be agreed upon between the authorities concerned of the two Governments.

(3) A part of the Loan may be used to cover eligible local currency requirements for the implementation of the Project.

5. The Government of the Republic of Serbia shall ensure that the products and/or services mentioned in sub-paragraph (1) of paragraph 4. are procured in accordance with the guidelines for procurement of JICA, which set forth, inter alia, the procedures of international competitive bidding to be followed except where such procedures are inapplicable or inappropriate.

6. With regard to the shipping and marine insurance of the products purchased under the Loan, the Government of the Republic of Serbia shall refrain from imposing any restrictions that may hinder fair and free competition among the shipping and marine insurance companies.

7. Japanese nationals whose services may be required in the Republic of Serbia in connection with the supply of the products and/or services mentioned in sub-paragraph (1) of paragraph 4. shall be accorded such facilities as may be necessary for their entry into the Republic of Serbia and stay therein for the performance of their work.

8. The Government of the Republic of Serbia shall exempt:

(a) JICA from all fiscal levies and taxes imposed in the Republic of Serbia on and/or in connection with the Loan as well as interest accruing therefrom;

(b) Japanese companies operating as suppliers, contractors and/or consultants from all fiscal levies and taxes imposed in the Republic of Serbia with respect to the income accruing from the supply of products and/or services to be provided under the Loan;

(c) Japanese companies operating as suppliers, contractors and/or consultants from all duties and related fiscal charges imposed in the Republic of Serbia with respect to the import and re-export of their own materials and equipment needed for the implementation of the Project; and

(d) Japanese employees engaged in the implementation of the Project from all fiscal levies and taxes imposed in the Republic of Serbia on their personal

income derived from Japanese companies operating as suppliers, contractors and/or consultants for the implementation of the Project.

9. The Government of the Republic of Serbia shall take necessary measures to:
  - (a) ensure that the Loan be used properly and exclusively for the Project;
  - (b) ensure and maintain the safety of persons engaged in the implementation of the Project and of the general public of the Republic of Serbia in constructing the facilities under the Loan and in using such facilities; and
  - (c) ensure that the facilities constructed under the Loan be maintained and used properly and effectively for the purpose prescribed in the present understanding.
10. The Government of the Republic of Serbia shall, upon request, furnish the Government of Japan and JICA with:
  - (a) information and data concerning the progress of the implementation of the Project; and
  - (b) any other information related to the Project.
11. The two Governments shall consult with each other with respect to any matter that may arise from or in connection with the present understanding.

I have further the honour to propose that this Note and Your Excellency's Note in reply confirming on behalf of the Government of the Republic of Serbia the foregoing understanding shall constitute an agreement between the two Governments, which shall become effective on the date of receipt by the Government of Japan of the written notification from the Government of the Republic of Serbia of the completion of necessary domestic procedures for the entry into force of such agreement.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration."

I have further the honour to confirm on behalf of the Government of the Republic of Serbia the foregoing understanding and to agree that Your Excellency's Note and this Note in reply shall constitute an agreement between the two Governments, which shall become effective on the date of receipt by the Government of Japan of the written notification from the Government of the Republic of Serbia of the completion of necessary domestic procedures for the entry into force of such agreement.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

Božidar Đelić  
Deputy Prime Minister for European Integration  
of the Republic of Serbia

Beograd, 24. novembar 2011. godine

**AMBASADA JAPANA**

BEOGRAD

Ekselencijo,

Čast mi je da potvrdim da su predstavnici Vlade Japana i Vlade Republike Srbije, u vezi sa odobrenjem japanskog zajma u cilju unapređenja ekonomske stabilizacije i razvojnih napora Republike Srbije, postigli sledeći sporazum:

1. Zajam denominovan u japanskim jenima do iznosa od dvadesetosam milijardi dve stotine i pedeset dva miliona jena (¥ 28.252.000.000) (u daljem tekstu: Zajam), biće odobren, u skladu sa relevantnim zakonima i pravilima Japana, Javnom preduzeću „Elektroprivreda Srbije” (u daljem tekstu: Zajmoprimac) od strane Japanske agencije za međunarodnu saradnju (u daljem tekstu: JICA) u cilju implementacije Projekta za izgradnju postrojenja za odsumporavanje za termoelektranu „Nikola Tesla” (u daljem tekstu: Projekat).
2. (1) Zajam će biti odobren na osnovu ugovora o zajmu koji će se zaključiti između Zajmoprimca i JICA. Uslovi i procedure za korišćenje zajma biće regulisani navedenim ugovorom o zajmu, koji će, prema onome što je do sada dogovoreno, sadržati, pored ostalog, sledeće principe:
  - (a) Period otplate od deset (10) godina nakon grejs perioda od pet (5) godina;
  - (b) Kamatna stopa od nula zarez šest odsto (0,6%) godišnje;
  - (c) Dopunjujući navedeni stav (b), na deo zajma koji je namenjen plaćanju konsultantskih usluga u vezi sa Projektom, primeniće se kamatna stopa od nula zarez nula jedan odsto (0,01%) godišnje; i
  - (d) Period za povlačenje zajma je deset (10) godina nakon datuma stupanja na snagu navedenog ugovora o zajmu.

Božidar Đelić  
Potpredsednik Vlade  
Za Evropske integracije



(2) Ugovor o zajmu naveden u gornjem stavu (1) biće zaključen nakon što JICA bude zadovoljna sa studijom izvodljivosti projekta, uključujući deo koji se odnosi na zaštitu životne sredine.

(3) Period povlačenja naveden u gornjem stavu (1) (d) može biti produžen uz saglasnost nadležnih organa dve Vlade.

3. Vlada Republike Srbije će biti garant za otplatu glavnice, plaćanje kamate i svih ostalih troškova po osnovu zajma koji je odobren Zajmoprimcu.

4. (1) Zajmoprimac može koristiti sredstva zajma za plaćanje dobavljača, ugovornih strana i/ili konsultanata iz kvalifikovanih zemalja, u vezi sa ugovorima koji se odnose na kupovinu proizvoda i/ili usluga potrebnih za implementaciju Projekta, pod uslovom da se te kupovine odnose na proizvode i/ili usluge koji su proizvedeni u tim zemljama.

(2) Spisak kvalifikovanih zemalja koje se pominju u navedenom stavu (1) biće preciziran u skladu sa dogovorom nadležnih institucija dve Vlade.

(3) Deo zajma može se koristiti za plaćanje u domaćoj valuti u vezi sa kvalifikovanim potrebama koje se odnose na implementaciju Projekta.

5. Vlada Republike Srbije će obezbediti da se nabavka proizvoda i/ili usluga navedenih u stavu (1) tačke 4. sprovede u skladu sa JICA pravilima o javnim nabavkama, koja preciziraju, pored ostalog, kompetitivne procedure za dostavljanje međunarodnih ponuda koje se primenjuju, izuzev u situacijama kada primena tih procedura nije moguća ili nije primerena.

6. U vezi sa transportom i osiguranjem transporta proizvoda kupljenih iz sredstava zajma, Vlada Republike Srbije će se uzdržati od nametanja restrikcija koje mogu ugroziti ravnopravno i slobodno nadmetanje kompanija koje se bave transportom i osiguranjem transporta.

7. Državljanima Japana čije usluge mogu biti potrebne u Republici Srbiji u vezi sa snabdevanjem proizvodima i/ili uslugama navedenim u stavu (1) tačke 4. biće obezbeđeni uslovi za ulazak u Republiku Srbiju i boravak u funkciji obavljanja navedenih usluga.

8. Vlada Republike Srbije će izuzeti:

(a) JICA od svih fiskalnih opterećenja i poreza u Republici Srbiji u vezi sa zajmom kao i kamatom po osnovu zajma;

(b) Japanske kompanije u svojstvu dobavljača, ugovornih strana i/ili konsultanata od svih fiskalnih opterećenja i poreza u Republici Srbiji u vezi sa prihodom od proizvoda i ili usluga isporučenih po osnovu Zajma;

(c) Japanske kompanije u svojstvu dobavljača, ugovornih strana i/ili konsultanata od svih carina i fiskalnih opterećenja u Republici Srbiji u vezi sa uvozom i reeksportom njihovog materijala i opreme koji su neophodni za implementaciju Projekta; i

(d) Japanske radnike angažovane na implementaciji projekta od svih fiskalnih opterećenja i poreza u Republici Srbiji u vezi sa njihovim ličnim prihodima koji potiču od japanskih kompanija koje posluju u svojstvu dobavljača, ugovornih strana i/ili konsultanata u vezi sa implementacijom Projekta.

9. Vlada Republike Srbije će preduzeti neophodne mere da:

(a) obezbedi da se sredstva zajma koriste namenski i isključivo u vezi sa Projektom;

- (b) obezbedi i održava bezbednost lica angažovanih na implementaciji Projekta kao i javnu bezbednost u Republici Srbiji prilikom izgradnje objekata finansiranih iz sredstava zajma, kao i prilikom korišćenja tih objekata;
  - (c) obezbedi da se objekti izgrađeni iz sredstava zajma održavaju i namenski koriste u svrhe propisane ovim sporazumom.
10. Vlada Republike Srbije će, na njihov zahtev, dostaviti Vladi Japana i JICA:
- (a) informacije i podatke u vezi sa napretkom implementacije Projekta; i
  - (b) sve ostale informacije u vezi sa Projektom.
11. Dve Vlade će se međusobno konsultovati u vezi svih stavova koji se direktno odnose na ili mogu nastati u vezi sa ovim sporazumom.

Imam čast da predložim da ovo pismo, kao i pismo koje predstavlja odgovor Vaše Ekselencije u ime Vlade Republike Srbije kojim se potvrđuje ovaj dogovor, konstituišu sporazum između dve Vlade, koji će stupiti na snagu prijemom, od strane Vlade Japana, pismenog obaveštenja od strane Vlade Republike Srbije, o okončanju unutrašnjih procedura neophodnih radi njegovog stupanja na snagu.

Koristim priliku da Vašoj Ekselenciji ponovo izrazim svoje duboko poštovanje.

Tošio Cunozaki, s.r.  
izvanredni i opunomoćeni ambasador Japana  
u Republici Srbiji

Beograd, 24. novembar 2011. godine

Božidar Đelić  
Potpredsednik Vlade  
za Evropske integracije

Ekselencijo,

Čast mi je da potvrdim prijem Note Vaše Ekselencije datirane na današnji dan koja glasi:

„Ekselencijo,

Čast mi je da potvrdim da su predstavnici Vlade Japana i Vlade Republike Srbije, u vezi sa odobrenjem japanskog zajma u cilju unapređenja ekonomske stabilizacije i razvojnih napora Republike Srbije, postigli sledeći sporazum:

1. Zajam denominovan u japanskim jenima do iznosa od dvadesetosam milijardi dve stotine i pedeset dva miliona jena (¥ 28.252.000.000) (u daljem tekstu: Zajam), biće odobren, u skladu sa relevantnim zakonima i pravilima Japana, Javnom preduzeću „Elektroprivreda Srbije“ (u daljem tekstu: Zajmoprimac) od strane Japanske agencije za međunarodnu saradnju (u daljem tekstu: JICA) u cilju implementacije Projekta za izgradnju postrojenja za odsumporavanje za termoelektranu „Nikola Tesla“ (u daljem tekstu: Projekat).
2. (1) Zajam će biti odobren na osnovu ugovora o zajmu koji će se zaključiti između Zajmoprimca i JICA. Uslovi i procedure za korišćenje zajma biće regulisani navedenim ugovorom o zajmu, koji će, prema onome što je do sada dogovoreno, sadržati, pored ostalog, sledeće principe:
  - (a) Period otplate od deset (10) godina nakon grejs perioda od pet (5) godina;
  - (b) Kamatna stopa od nula zarez šest odsto (0,6%) godišnje;
  - (c) Dopunjujući navedeni stav (b), na deo zajma koji je namenjen plaćanju konsultantskih usluga u vezi sa Projektom, primeniće se kamatna stopa od nula zarez nula jedan odsto (0,01%) godišnje; i
  - (d) Period za povlačenje zajma je deset (10) godina nakon datuma stupanja na snagu navedenog ugovora o zajmu.

Njegova Ekselencija gospodin Tošio Cunozaki  
Izvanredni i opunomoćeni ambasador Japana  
u Republici Srbiji

(2) Ugovor o zajmu naveden u gornjem stavu (1) biće zaključen nakon što JICA bude zadovoljna sa studijom izvodljivosti projekta, uključujući deo koji se odnosi na zaštitu životne sredine.

(3) Period povlačenja naveden u gornjem stavu (1) (d) može biti produžen uz saglasnost nadležnih organa dve Vlade.

3. Vlada Republike Srbije će biti garant za otplatu glavnice, plaćanje kamate i svih ostalih troškova po osnovu zajma koji je odobren Zajmoprimcu.

4. (1) Zajmoprimac može koristiti sredstva zajma za plaćanje dobavljača, ugovornih strana i/ili konsultanata iz kvalifikovanih zemalja, u vezi sa ugovorima koji se odnose na kupovinu proizvoda i/ili usluga potrebnih za implementaciju Projekta, pod uslovom da se te kupovine odnose na proizvode i/ili usluge koji su proizvedeni u tim zemljama.

(2) Spisak kvalifikovanih zemalja koje se pominju u navedenom stavu (1) biće preciziran u skladu sa dogovorom nadležnih institucija dve Vlade.

(3) Deo zajma može se koristiti za plaćanje u domaćoj valuti u vezi sa kvalifikovanim potrebama koje se odnose na implementaciju Projekta.

5. Vlada Republike Srbije će obezbediti da se nabavka proizvoda i/ili usluga navedenih u stavu (1) tačke 4. sprovede u skladu sa JICA pravilima o javnim nabavkama, koja preciziraju, pored ostalog, kompetitivne procedure za dostavljanje međunarodnih ponuda koje se primenjuju, izuzev u situacijama kada primena tih procedura nije moguća ili nije primerena.

6. U vezi sa transportom i osiguranjem transporta proizvoda kupljenih iz sredstava zajma, Vlada Republike Srbije će se uzdržati od nametanja restrikcija koje mogu ugroziti ravnopravno i slobodno nadmetanje kompanija koje se bave transportom i osiguranjem transporta.

7. Državljanima Japana čije usluge mogu biti potrebne u Republici Srbiji u vezi sa snabdevanjem proizvodima i/ili uslugama navedenim u stavu (1) tačke 4. biće obezbeđeni uslovi za ulazak u Republiku Srbiju i boravak u funkciji obavljanja navedenih usluga.

8. Vlada Republike Srbije će izuzeti:

(a) JICA od svih fiskalnih opterećenja i poreza u Republici Srbiji u vezi sa zajmom kao i kamatom po osnovu zajma;

(b) Japanske kompanije u svojstvu dobavljača, ugovornih strana i/ili konsultanata od svih fiskalnih opterećenja i poreza u Republici Srbiji u vezi sa prihodom od proizvoda i ili usluga isporučenih po osnovu Zajma;

(c) Japanske kompanije u svojstvu dobavljača, ugovornih strana i/ili konsultanata od svih carina i fiskalnih opterećenja u Republici Srbiji u vezi sa uvozom i reeksportom njihovog materijala i opreme koji su neophodni za implementaciju Projekta; i

(d) Japanske radnike angažovane na implementaciji projekta od svih fiskalnih opterećenja i poreza u Republici Srbiji u vezi sa njihovim ličnim prihodima koji potiču od japanskih kompanija koje posluju u svojstvu dobavljača, ugovornih strana i/ili konsultanata u vezi sa implementacijom Projekta.

9. Vlada Republike Srbije će preduzeti neophodne mere da:

(a) obezbedi da se sredstva zajma koriste namenski i isključivo u vezi sa Projektom;

- (b) obezbedi i održava bezbednost lica angažovanih na implementaciji Projekta kao i javnu bezbednost u Republici Srbiji prilikom izgradnje objekata finansiranih iz sredstava zajma, kao i prilikom korišćenja tih objekata;
  - (c) obezbedi da se objekti izgrađeni iz sredstava zajma održavaju i namenski koriste u svrhe propisane ovim sporazumom.
10. Vlada Republike Srbije će, na njihov zahtev, dostaviti Vladi Japana i JICA:
- (a) informacije i podatke u vezi sa napretkom implementacije Projekta; i
  - (b) sve ostale informacije u vezi sa Projektom.
11. Dve Vlade će se međusobno konsultovati u vezi svih stavova koji se direktno odnose na ili mogu nastati u vezi sa ovim sporazumom.

Imam čast da predložim da ovo pismo, kao i pismo koje predstavlja odgovor Vaše Ekselencije u ime Vlade Republike Srbije kojim se potvrđuje ovaj dogovor, konstituišu sporazum između dve Vlade, koji će stupiti na snagu prijemom, od strane Vlade Japana, pismenog obaveštenja od strane Vlade Republike Srbije, o okončanju unutrašnjih procedura neophodnih radi njegovog stupanja na snagu.

Koristim priliku da Vašoj Ekselenciji ponovo izrazim svoje duboko poštovanje.

Imam čast da, u ime Vlade Republike Srbije, potvrdim ovaj dogovor, odnosno saglasnost da pismo Vaše Ekselencije i ovo pismo kao odgovor čine sporazum između dve Vlade, koji će stupiti na snagu prijemom, od strane Vlade Japana, pismenog obaveštenja od strane Vlade Republike Srbije, o okončanju unutrašnjih procedura neophodnih radi njegovog stupanja na snagu.

Koristim priliku da Vašoj Ekselenciji ponovo izrazim svoje duboko poštovanje.

Božidar Đelić, s.r.  
potpredsednik Vlade za evropske integracije

**Član 3.**

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije - Međunarodni ugovori”.