



**MEMORANDUM OF
UNDERSTANDING**

FOR

**the Construction of Obrenovac-
New Belgrade Heating Pipeline
Project in Republic of Serbia**

This MEMORANDUM OF UNDERSTANDING (MOU) is made on the 7 June, 2017 in Belgrade, Serbia by and between:

Ministry of Mining and Energy of the Republic of Serbia, represented by Aleksandar Antić, Minister (hereinafter referred to as "MME"),

And

City of Belgrade of the Republic of Serbia, represented by Siniša Mali, Mayor (hereinafter referred to as "City of Belgrade"),

and

Public Enterprise "Electric Power Industry of Serbia", Belgrade, Republic of Serbia, a company incorporated and existing under the laws of the Republic of Serbia, with its principal office at No. 22 Carice Milice Street, 11000 Belgrade, Republic of Serbia, registered at the Serbian Business Registers Agency, Company no. 20053658, represented by Milorad Grčić in the capacity of the Acting Director (hereinafter referred to as "EPS").

and

Public Enterprise "Beogradske elektrane", Republic of Serbia, a company incorporated and existing under the laws of the Republic of Serbia, with its principal office at No. 11 Savski nasip street, 11070 Novi Beograd, Republic of

**MEMORANDUM O
RAZUMEVANJU**

ZA

**projekat izgradnje toplovoda
Obrenovac – Novi Beograd u
Republici Srbiji**

Ovaj MEMORANDUM O RAZUMEVANJU (u daljem tekstu „MOR“) je zaključen dana 07. јуна 2017 u Beogradu, Srbija, između:

Ministarstva rudarstva i energetike Republike Srbije, koga predstavlja Aleksandar Antić, ministar (u daljem tekstu „MRE“),

i

Grada Beograda iz Republike Srbije, koga predstavlja Sinisa Mali, gradonačelnik (u daljem tekstu „Grad Beograd“),

i

Javnog preduzeća „Elektroprivreda Srbije“, Beograd iz Republike Srbije, , koje je organizovano i posluje u skladu sa zakonima Republike Srbije, sa registrovanim sedištem u Ulici Carice Milice 2, 11000 Beograd, Republika Srbija, upisano u Agenciji za privredne registre Republike Srbije, matični broj 20053658, koje zastupa Milorad Grčić u svojstvu v.d. direktora (u daljem tekstu „EPS“)

i

Javnog komunalnog preduzeća „Beogradske elektrane“ iz Republike Srbije, koje je organizovano i posluje u skladu sa zakonima Republike Srbije, sa registrovanim sedištem u Ulici Savski nasip 11, 11070 Novi Beograd, Republika Srbija,

Serbia, registered at the Serbian Business Registers Agency, Company no. 07020210, represented by Goran Aleksić, Director (hereinafter referred to as "BE").

and

Power Construction Corporation of China, a company incorporated and existing under the laws of the People's Republic of China with its principal office at No. 1, Sanlihe Avenue, Haidian District, Beijing, 100048, People's Republic of China (hereinafter referred to as the "Powerchina").

MME, City of Belgrade, EPS, BE and Powerchina shall hereinafter be referred to together as "Parties".

Whereas MME, City of Belgrade, EPS and BE intend to develop the Construction of Obrenovac-New Belgrade Heating Pipeline Project (hereinafter referred to as "the Project") in the Republic of Serbia;

Whereas Powerchina is a reputed international company with rich successful experiences in design, construction, consultation, and project financing in the power and infrastructure sector around the world.

Whereas, Powerchina has a good relation and keeps enjoying a strong support from Chinese government and banks in overseas market.

The parties have agreed to all that follows:

1. All Parties express their interest in cooperation on the Project by signing this MOU.
2. MME, City of Belgrade, EPS and BE will provide all available and existing information, datum and studies of the Project to Powerchina, as early as possible, for Powerchina's study and

upisano u Agenciji za privredne registre Republike Srbije, matični broj 07020210, koga predstavlja Goran Aleksić, direktor (u daljem tekstu „BE“)

i

Power Construction Corporation of China, privrednog društva koje je osnovano i posluje po zakonima Narodne Republike Kine, sa sedištem u Sanlihe Avenue br. 1, Haidian okrug, Peking, 100048, Narodna Republika Kina (u daljem tekstu se naziva „Powerchina“).

MRE, Grad Beograd, EPS, BE i Powerchina, u daljem tekstu zajednički „Strane“

S obzirom na to da MRE, Grad Beograd, EPS i BE nameravaju da realizuju Projekat izgradnje toplovoda Obrenovac-Novu Beograd (u daljem tekstu „Projekat“) u Republici Srbiji,

S obzirom na to da je Powerchina ugledna međunarodna kompanija sa bogatim iskustvom na polju projektovanja, izgradnje, pružanja konsultantskih usluga i finansiranja projekata iz oblasti energetskog sektora i infrastrukture širom sveta.

S obzirom na to da je Powerchina u dobrim odnosima i ima snažnu podršku kineskih vlasti i banaka na međunarodnim tržištima.

Strane su se sporazumele u svemu kako sledi:

1. Potpisivanjem MOR Strane izražavaju zainteresovanost za saradnju na Projektu.
2. MRE, Grad Beograd, EPS i BE će što je pre moguće dostaviti sve dostupne i postojeće informacije, podatke i studije u vezi sa Projektom Powerchini kako bi se sa njima upoznala i izvršila njihovu ocenu. Pored toga, MRE, Grad

<p>assessment. Besides, MME, City of Belgrade, EPS and BE will take actions within their jurisdictions, in accordance with applicable regulations of the Republic of Serbia, for the purpose of implementation of the Project.</p> <p>3. After receiving the above-mentioned information, datum and studies, Powerchina will conduct necessary field investigations, for which EPS and BE shall provide relevant assistance for Powerchina's safe access to the Project Site.</p> <p>4. Based on analyses and field investigations as mentioned in Article 2 and 3 of MOU, Powerchina will prepare and submit to MME, City of Belgrade, EPS and BE a Proposal for construction and financing of the Project.</p> <p>5. Powerchina will endeavor to assist MME, City of Belgrade, EPS and BE to obtain the proper financing for the Project from Chinese financial institutions.</p> <p>6. Bearing in mind the activities stated in Items 4 and 5 of MOU, the Parties shall consider further steps in order to implement the Project.</p> <p>7. MME, City of Belgrade, EPS and BE shall, within the scope of their jurisdictions, assist Powerchina to go through all the necessary procedures in compliance with local laws and regulations of the Republic of Serbia during the Project implementation.</p> <p>8. Powerchina shall maximize the use of local resources for the project construction during the Project implementation Period.</p>	<p>Beograd, EPS i BE će preduzeti sve radnje u okviru svojih nadležnosti u skladu sa važećim propisima Republike Srbije, a u cilju realizacije Projekta.</p> <p>3. Nakon dobijanja navedenih informacija, podataka i studija, Powerchina će sprovesti neophodna terenska istraživanja, za potrebe kojih će EPS i BE pružiti neophodnu pomoć u smislu bezbednog pristupa lokaciji Projekta za Powerchinu.</p> <p>4. Na osnovu analiza i terenskih istraživanja iz tač. 2. i 3. MOR, Powerchina će pripremiti i MRE, Gradu Beogradu, EPS i BE dostaviti Predlog za izgradnju i finansiranje Projekta.</p> <p>5. Powerchina će nastojati da pomogne MRE, Gradu Beogradu, EPS i BE u obezbeđivanju potrebnih finansijskih sredstava za Projekat od kineskih finansijskih institucija.</p> <p>6. Imajući u vidu aktivnosti iz tač. 4. i 5. MOR, Strane će razmotriti dalje korake u cilju realizacije Projekta.</p> <p>7. MRE, Grad Beograd, EPS i BE će, u okviru svojih nadležnosti, pomoći Powerchini u sprovođenju svih potrebnih administrativnih postupaka, u skladu sa važećim propisima Republike Srbije, tokom realizacije Projekta.</p> <p>8. Powerchina će najvećim mogućim delom koristiti lokalne resurse za</p>
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<p>9. Each party shall bear costs and fees incurred from their own obligations during the MOU validity periods.</p> <p>10. This MOU will be effective as of the date of its signature by the Parties and shall remain valid and enforceable for a period of 12 months and shall automatically expire on the first anniversary of the signing date hereof unless extended for such further periods as the parties hereto may require and mutually agree by giving request to do so at least 30 (thirty) day before the expiration of the said term. Such extension shall be made in writing and signed by the Parties hereto.</p> <p>11. This MOU shall remain in force from the date of this MOU and shall terminate upon the first occurrence of the following events:</p> <p>(1) replacement of this MOU by the Contract; or</p> <p>(2) the expiry date of this MOU as provided in Article 10; or</p> <p>(3) mutual agreement on termination of this MOU by the Parties.</p> <p>12. All Parties agree to keep the contents of this Agreement strictly confidential from any third party or parties, except the relevant Governmental authorities and financing banks for the necessary promoting demands.</p> <p>The confidentiality obligations and undertakings set out in this MOU do not apply to information which is:</p> <p>(1) at the time of disclosure to the other Party, in the public domain or</p>	<p>potrebe izgradnje Projekta tokom perioda realizacije Projekta.</p> <p>9. Strane snose troškove i naknade koje proizilaze is obaveza svake pojedinačne strane tokom perioda važenja MOR.</p> <p>10. MOR stupa na snagu na dan potpisivanja Strana i važi i primenjuje se tokom perioda od 12 meseci, a automatski prestaje da važi nakon isteka godinu dana od dana potpisivanja, osim ukoliko bude produžen na zahtev i uzajamnim sporazumom Strana, pri čemu zahtev za produženje mora biti dostavljen najmanje 30 (trideset) dana pre isteka navedenog perioda važenja. Produženje mora biti sačinjeno u pisanoj formi i potpisano od Strana.</p> <p>11. MOR ostaje na snazi počevši od dana njegovog potpisivanja, a prestaje da važi kada se prvi put javi neka od sledećih okolnosti:</p> <p>(1) MOR je zamenjen ugovorom;</p> <p>(2) MOR prestane da važi na datum propisan u tački 10. MOR;</p> <p>(3) sporazumni raskid MOR sklopljen između Strana.</p> <p>12. Strane su saglasne da je sadržaj ovog Sporazuma poverljiv i da ga neće otkrivati trećim licima, osim na zahtev relevantnih državnih organa, kao i bankama finansijerima za neophodne potrebe.</p> <p>Obaveza poverljivosti preuzeta po MOR se ne primenjuje na informacije:</p>
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subsequently comes into the public domain other than by reason of a breach of this MOU; or

(2) already lawfully in the other Party's possession on a non-confidential basis prior to its disclosure or which is known to the other Party before the date the information is disclosed.

The Parties acknowledge and agree that their confidentiality obligations and undertakings under this MOU shall be permanent commitments and in particular shall survive for a period of two (2) years after the termination of this MOU.

13. The Parties shall resolve any disputes or controversy arising from or in connection with this MOU through amicable consultation and negotiation between the Parties.

14. This agreement is made in five (5) copies, where each Party shall keep one original copy.

In the event of differences in interpretation of the text of MOU in Serbian and English language, the MOU text in Serbian shall prevail.

IN WITNESS WHEREOF, the undersigned, being the authorized representatives of the Parties hereto have caused this Agreement executed in duplicate English text as of the day and the year first written hereinabove.

(1) koje su u vreme obelodanjivanja drugoj strani, već bile javno poznate naknadno postanu javno poznate, ali ne putem kršenja odredbi MOR ili

(2) koje su već bile u zakonitom vlasništvu druge strane bez obaveze čuvanja poverljivosti pre obelodanjivanja ili koje su poznate drugoj strani pre dana objavljivanja informacija.

Strane konstatuju da je obaveza poverljivosti preuzeta po MOR trajna i da nastavlja da važi još dve (2) godine nakon prestanka važenja MOR.

13. Strane će rešavati sporove ili nesuglasice koje nastaju u vezi sa MOR mirnim putem i pregovorima između Strana.

14. MOR je sačinjen u pet (5) primeraka, po jedan primerak za svaku stranu, od kojih se svaki smatra originalom.

U slučaju razlika u tumačenju teksta MOR na srpskom i engleskom jeziku, merodavan će biti tekst MOR na srpskom jeziku.

U POTVRDU NAVEDENOG, dole potpisani, ovlašćeni predstavnici Strana u ovom dokumentu su potpisali ovaj Ugovor, i verziju na engleskom jeziku, na gore navedeni datum

For and on behalf of **Ministry of Mining and Energy**



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Aleksandar
Antić

Za i u ime **Ministarstva rudarstva i energetike**



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Aleksandar
Antić

For and on behalf of **City of Belgrade**



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Siniša
Mali

Za i u ime **Grada Beograda**



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Siniša
Mali

For and on behalf of **Public Enterprise „Electric Power Industry of Serbia“, Belgrade**



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Milorad
Grcić

Za i u ime **Javnog preduzeća „Elektroprivreda Srbije“, Beograd**



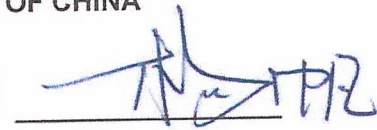
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Milorad
Grcić

For and on behalf of **Public Utility Enterprise**
„Beogradske elektrane“


Goran
Aleksić

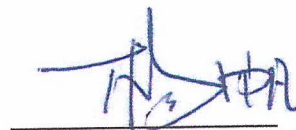
For and on behalf of
POWER CONSTRUCTION CORPORATION
OF CHINA


Mr. Yang Fan
Company Representative

Za i u ime **Javnog komunalnog**
preduzeca „Beogradske elektrane“


Goran
Aleksić

Za i u ime
POWER CONSTRUCTION
CORPORATION OF CHINA


G. Yang Fan
Predstavnik kompanije