



Crna Gora
Opština
Žabljak

Trg durmitorskih ratnika
84220 Žabljak
Crna Gora
predsjednikzabljak@gmail.com
+382 (0) 52/360-102

Služba predsjednika Opštine
Broj: 01-018/25- 960

Datum 03.04.2025.

AGENCIJA ZA SPREČAVANJE KORUPCIJE

Kralja Nikole 27/V
PODGORICA

Predmet: Dostavljanje dokumentacije o sponzorstvima i donacijama za 2024. godinu

Poštovani,

U prilogu akta dostavljamo Vam Izvještaj o primljenim sponzorstvima i donacijama Opštine Žabljak za 2024. godinu.

Takođe, u prilogu u elektronskoj formi i prateća dokumentacija.

Za sve eventualne nedoumice i pojašnjenja molimo da kontaktirate Službu predsjednika opštine na e-mail sluzbapredsjednikazb@gmail.com

S poštovanjem,



Predsjednik
Radoš Žugić

UGOVOR O IZRADI WEB SAJTA

Zaključen između:

1. **Opštine Žabljak**, koju zastupa predsjednik Opštine Radoš Žugić (u daljem tekstu Naručilac),
2. **Milice Šćepanović** iz Podgorice, Južna kapija grada, Zabjelo, sa JMBG 1906997235013 (u daljem tekstu: Izvršilac) i
3. **Hipotekarne banke AD Podgorica**, koju zastupa Esad Zaimović, predsjednik Upravnog odbora i Ana Golubović, članica Upravnog odbora banke (u daljem tekstu: Banka).

Član 1

Predmet ovog ugovora je definisanje međusobnih prava i obaveza u vezi izrade web sajta Opštine Žabljak.

Član 2

Izvršilac posla se obavezuje da izradi web sajt Opštine Žabljak, u svemu prema ponudi dostavljenoj elektronskom poštom dana 08.02.2024. godine. Rok za izradu sajta je 15.06.2024. godine.

Član 3

Cijena za izradu web sajta iznosi 3,200.00 € u neto iznosu. Izradu sajta finansiraće Hipotekarna banka AD Podgorica u iznosu od 3,000.00 € i Opština Žabljak u iznosu od 200.00 €. Troškove poreza i prireza snosi Opština Žabljak.

Član 4

Obavezuje se Banka da u roku od pet dana od dana zaključivanja ovog ugovora, isplati izvršiocu posla 30% iznosa iz člana 3 ugovora.

Obavezuju se Banka i Opština Žabljak da preostali iznos isplatite Izvršiocu u roku od pet dana od dana završetka posla.

Član 5

Obavezuje se Opština Žabljak da, nakon izrade i stavljanja u funkciju web sajta, mjesečno finansira održavanje web sajta u iznosu od 300.00 € na period od godinu dana, uz mogućnost produženja, a da od 15.06.2025. godine finansira hosting i domen u godišnjem iznosu od 200,00 eura.

Član 6

Iznose iz člana 4 i 5 ovog ugovora, Banka i Opština će uplaćivati na žiro račun Izvršioca broj 510000000115197046 Crnogorska komercijalna banka.

Član 7

Opština Žabljak se obavezuje da će Hipotekarnoj banci omogućiti prostor na web stranici za postavljanje banera, u svrhu elektronske naplate poreza na nepokretnosti, boravišne i drugih taksi.

Član 8

Na sva pitanja, koja nijesu regulisana ovim ugovorom, primjenjivaće se odredbe Zakona o obligacionim odnosima.

Član 9

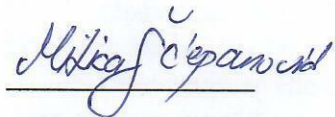
Sve nesporazume u vezi sa ovim ugovorom stranke će nastojati da riješe sporazumom. U slučaju izostanka sporazuma, sporove će rješavati nadležni sud.

Član 10

Ovaj ugovor je sačinjen u 4 istovjetna primjerka od kojih dva primjerka zadržava Opština Žabljak, a po jedan Izvršilac posla i Banka.

Broj: 01-018/24- **1285**
Žabljak, **24.04.2024.** godine

IZVRŠILAC POSLA
Milica Šćepanović



HIPOTEKARNA BANKA AD PODGORICA
Upravni odbor

Esad Zaimović i Ana Golubović



NARUČILAC
OPŠTINA ŽABLJAK
Predsjednik
Radoš Žugić





Crna Gora
Opština Tivat

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85320 Tivat, Crna Gora
tel: +382 32 661 301
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www.opstinativat.com

Црна Гора
Писарница: ОПШТИНА ЖАБЉАК

Примљено	Датум	Радни број	Прилог	Вриједност
01	018/24	916	-	-

Broj: 01-063/24-129/2

26.03.2024.god.

ZAPISNIK O PRIMOPREDAJI VOZILA

Sačinjen dana 26.03.2024.godine u prisustvu službenih lica:

Za opštinu Tivat: Krsto Pejović, sekretar Sekretarijata za inspekcijski i komunalni nadzor

Za Opštinu Žabljak: Radoš Žugić, predsjednik opštine Žabljak

Putničko motorno vozilo marke Dacia ,tip/model Sandero 1.2 16V, proizvedeno 2016.godine, sa brojem šasije UU15SDE3355155881, zapremine motora 1149/54, benzinac, reg.oznaka TV CG 014 registrovano do 16.05.2024.god. donirano je Opštini Žabljak Ugovorom koji je u potpisu ovjeren kod notara u Tivtu dana 26.03.2024.god. pod br.OV-1128/2024 a koji je zaključen na osnovu Odluke SO Tivat br.03-040/24-41 od 29.02.2024.god. pa se predmetno opisano vozilo , saobraćajna dozvola i ključevi predaju u posjed primaocu donacije.

Predstavnici donatora i primaoca donacije svojim potpisom potvrđuju da je primopredaja izvršena.

Primopredajni zapisnik je sačinjen u 4 (četiri) istovjetna primjerka od kojih se jedan uručuje primaocu donacije , jedan zadržava Sekretarijat za inspekcijski i komunalni nadzor za spise predmeta broj 05-714/24-154 ,jedan je za spise predmeta Direkcije za imovinsko-pravne poslove broj 06-427/24-34 a jedan primjerak je arhivski.

Za Opštinu Tivat:

Krsto Pejović



Za Opštinu Žabljak

Predsjednik
Radoš Žugić





MEDNARODNO RAZVOJNO
SODELOVANJE SLOVENIJE
SLOVENIA'S DEVELOPMENT
COOPERATION



Црна Гора
ОПШТИНА ЖАБЉАК
Трг дурмиторских ратника бр. 1, Жабљак

Број: 01-018/23-1581

Датум: 06. 06. 2023.

GRANT AGREEMENT 2023/6

between

**Municipality of Žabljak
Montenegro**

as Recipient

and

**CMSR
Centre for International Cooperation and Development**

as Donor

2

GRANT AGREEMENT between:

Municipality of Žabljak with its registered head office at Trg durmitorskih ratnika 1, 84220 Žabljak, Montenegro (the "**Recipient**");

and

Centre for International Cooperation and Development (CMSR) – having its registered office at Kardeljeva ploščad 1, Ljubljana 1000, Slovenia (the "**Donor**");

(referred to jointly as the "**Parties**" and individually as a "**Party**")

WHEREAS:

- (A) The Donor is an independent non-profit research and advisory organisation in the field of international economic relations established by the Republic of Slovenia and SID Bank;
- (B) The Donor is implementing a part of bilateral official development assistance of the Republic of Slovenia in accordance with the International Development Cooperation and Humanitarian Assistance of the Republic of Slovenia Act, which is financed from the budget of the Republic of Slovenia;
- (C) The Recipient is a public sector entity;
- (D) The Recipient has presented to the Donor the investment documentation attached to this agreement (the "**Project Documentation**") with a proposal for Official Development Assistance of the Republic of Slovenia in a form of a grant to enable the implementation of the Project: "**Construction of a Landfill for Construction Waste and additional Tubs for Communal Waste**" (the "**Project**");
- (E) For the purpose of assisting the Recipient in the implementation of the Project in the **total net value estimated at 986.058 euro ("Estimated Project Value")**, the Donor agrees to provide the Recipient with a **donation in the form of a grant (the "Grant") in the amount of up to 50 % of the actual net value of the Project and in any way not more than 493.029 euro** on the terms and conditions as set out in this Agreement;
- (F) The Recipient has secured financial resources for the Project implementation in the **amount of 493.029 euro from the Municipality of Žabljak**. The Recipient will perform all needed preparatory works and supporting activities for the project implementation;
- (G) If the Project includes infrastructure works which require successful conclusion of permitting processes under the jurisdiction of Recipient's country prior to actual start of construction works as envisaged by the Project the Recipient undertakes and warrants to actively aid the permitting processes and support conclusion of the Project as well as submit proof of successfully completed permitting processes to the Donor.

NOW IT IS HEREBY AGREED as follows:

1. GRANT

- 1.1 Amount: Subject to the terms and conditions of this Agreement, the Donor hereby undertakes to make available to the Recipient a donation in form of a grant in the amount of up to 50 % of the actual net value of the Project and in any way not more than 493.029 euro; final net value of the project is ascertained based on the invoices issued by the Contractor for goods and services provided, which are confirmed and paid by the Recipient; in case that certificate(s) of payment are not yet available, such partial amount is taken into account by formal Recipient's statement(s) on the existence of liability to the Contractor for the goods and services provided.
- 1.2 Purpose: The Grant shall be used solely for the purpose of implementation of the Project as defined in the Project Documentation and this Agreement.
- 1.3 Disbursement: The disbursements of the Grant will be effected partially as per 1.4. of this Agreement following the presentation of disbursement request, submitted invoice(s) by the Contractor under the Contract, which shall be confirmed by the Recipient, certificates of payment by the Recipient of the entire amount of the submitted invoice(s) to the Contractor. The invoices shall be confirmed by the Recipient as a proof of services / works performed and / or equipment supplied in relation to the Project in accordance with the Contract and the Project documentation, i.e. demonstrating that the Project has been or is being implemented in accordance with the Contract and the Project documentation. Donation funds disbursement requests are submitted together with the semi-annual report after the expiry of each 6 months' period starting from the date of signing of the Grant Agreement. If the circumstances of the implementation of the project demand it, the donation funds disbursement requests can be submitted separately, but shall include the complete set of documents.
- 1.4 Financial transfer: Payments in respect of the Grant will be made by partial financial transfers (instalments) from the Donor to the Recipient, in the amount of 50 % of the net value of the confirmed and paid invoice of the Contractor by the Recipient. The payment of partial financial transfer of the Donor in the amount of the 50 % of the net value of the confirmed and paid invoice of the Contractor will be made within thirty (30) days from the presentation and the delivery of the confirmed and paid invoice by the Recipient, unless the Donor asks, within that period, for the presentation of additional documentation as a proof demonstrating that the Project has been or is being implemented in accordance with the Contract and the Tender documentation. In such a case the payment of partial financial transfer of the Donor is made within thirty (30) days from the presentation and the delivery of adequate documentation by the Recipient. The sum of the partial financial transfers (instalments) from the Donor to the Recipient shall in no case exceed the Grant amount (i.e. up to 50 % of the actual net value of the Project and in any way not more than 493.029 euro).
- 1.5 Transfer and assignment: The Recipient irrevocably authorizes the Donor to effect the payments of Grant (partial financial transfers (instalments)) directly to the Contractor's bank account(s) for the payment of the amounts to the Contractor in connection with the Project and the Donor shall, promptly upon making any payment to the Contractor, notify the Recipient thereon and provide it with the appropriate evidence of such payment. However, Donor's payments (partial financial transfers (instalments)) to the Contractor will only be made following payments of recipient's share per each Contractor's invoice.
- 1.6 Taxes: The Parties agree that the Grant funds cannot be used to finance taxes and / or duties associated with the Project. The Recipient takes responsibility to make all possible lawful efforts to assume any such present and / or future taxes and / or duties applicable to the Project.

- 1.7 Donor discretion: The Donor has the right to refuse the disbursement of the Grant or financial transfer in respect of the Grant or request the repayment of the financial transfer (Grant) in case of violation of terms and conditions of this Agreement or derogations from the Project Documentation, including the Contract or in case of other irregularities related to the performance of the Project and may, in such case, terminate this Agreement in writing without notice. The Donor may reduce the amount of the Grant, if there is a reduction of funds in the budget of the Republic of Slovenia for the purpose of the Project. The Recipient shall have no claims, nor shall it be entitled to demand payment of any damage due to the refusal, reduction of Grant or termination of this Agreement under this point.

2. REPRESENTATIONS

Each Party represents to the other so long as either party has or may have any obligation under this Agreement:

- (a) **Status**. It is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and, if relevant under such laws, in good standing;
- (b) **Powers**. It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement;
- (c) **No Violation or Conflict**. Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
- (d) **Consents**. All governmental and other consents that are required to have been obtained by it with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with;
- (e) **Maintain Authorisations**. It will use all reasonable efforts to maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to this Agreement and will use all reasonable efforts to obtain any that may become necessary in the future;
- (f) **Comply With Laws**. It will comply in all material respects with all applicable laws and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under this Agreement;
- (g) **Project Cost Efficiency**. It will use all reasonable efforts to maintain optimal Project execution within envisaged cost and time scopes;
- (h) **Public Interest**. It acknowledges public interest for the Project and will act accordingly; and
- (i) **Competent Contractors**. It will use all reasonable efforts to choose competent Contractors with proven track record and in good financial standing.

3. COVENANTS

- 3.1 The Recipient shall present to the Donor the following documentation:

- (a) Documentation related to the Contractor selection procedure (public procurement)
- (b) A copy of the Contract concluded between the Recipient and the Contractor within eight (8) days after its signing, which is a precondition for co-financing the Project and for the Grant of CMSR under this Agreement.
- (c) Semi-annual reports on the Project implementation by no later than 15 days after the expiry of each 6 months' period starting from the date of this agreement or more often on the request of the Donor, in order to fulfil the Donors' obligation of reporting for the purpose of co-financing the Project; the semi-annual report shall include:
 - description of actual outputs compared to planned outputs
 - efficiency of the Project
 - an explanation of major deviations from the plan
 - an assessment of threats and risks that may affect the success of the Project,
 - presentation of disbursements (received / used funds);

Semi-annual reports shall be prepared in line with the Guidelines for semi-annual and final reports and donation funds disbursement requests (in attachment), submitted via email address/es, provided in the Grant Agreement, using the forms (in attachment).

- (d) Donation funds disbursement request together with the semi-annual report on the Project implementation, which consists of the following set of documents:
 - disbursement request, completed and signed by the responsible person of the Grant Recipient
 - copy of the invoice(s), approved by the Recipient and/or the Supervisor as a proof of services/works performed and/or equipment supplied in relation to the Project in accordance with the Contract and the Project documentation, i.e. demonstrating that the Project has been or is being implemented in accordance with the Contract between the Recipient and Contractor and with Grant Agreement
 - certificates of payment by the Recipient of the entire amount of the submitted invoice(s) to the Contractor
 - invoice break-down
 - description of the goods/services covered by the invoice (which goods/services have been provided, to which indicator they contribute)

Donation funds disbursement request shall be prepared in line with the Guidelines for semi-annual and final reports and donation funds disbursement requests (in attachment), submitted via email address/es, provided in the Grant Agreement, using the forms (in attachment).

- (e) Final report on the Project implementation in fifteen (15) days after the conclusion of the Project; the Final report shall include, besides the requirements set for the semi-annual report, also;
 - assessment of the effectiveness of the programme – achieved outcomes
 - assessment of impact, i.e. effects positive or negative
 - assessment of sustainability of the project, i.e. an assessment of the extent to which the positive effects of the project will still continue after the external assistance has been concluded;

Final report on the Project implementation shall be prepared in line with the Guidelines for semi-annual and final reports and donation funds disbursement requests (in attachment), submitted via email address/es, provided in the Grant Agreement, using the forms (in attachment).

- (f) Any information or documentation regarding the Project, which the Donor may reasonably request from time to time.
- 3.2 Guidelines for semi-annual and final reports and donation funds disbursement requests and forms for submission of semi-annual and final reports as well as donation funds disbursement request are attachments to this Grant Agreement.
- 3.3 The Recipient shall enable the Donor representative to check the accounting records, supporting evidences and other documents of the Project implementation at any time and to carry out the on-site verification. The Recipient shall facilitate at least one annual visit of the Donor representative to the Project site.
- 3.4 The Donor has the right to claim the repayment of and the Recipient is obliged to return the Grant together with the interest on late payments in case the Grant was not used according to the manner agreed and under the conditions set by this Agreement.
- 3.5 The Recipient shall respect principles of good governance and shall duly maintain the implemented project for two years after the takeover. The Recipient is obliged to report annually about the status of the Project three years after its completion.

4. VISIBILITY AND OTHER OBLIGATIONS

- 4.1 The Recipient shall take all necessary steps to publicise the fact that the Republic of Slovenia has co-financed the Project. Such measures shall include the display of the "International development cooperation of the Republic of Slovenia" logo wherever appropriate.
- 4.2 In particular, the Recipient shall mention the Slovenian financial contribution in information given in its internal and annual reports, and in any dealings with the media. Any notice or publication by the Recipient concerning the Project, including those given at a conference or seminar, must specify that the Project has received Slovenian co-funding.
- 4.3 The Recipient agrees to follow the following principles of Project visibility:
 - (a) inform the Donor in due time of all public events concerning the Project and, in every case, at least seven (7) days before any such the event;
 - (b) refrain from any activity that could damage reputation of the Republic of Slovenia or the Donor;
 - (c) should Recipient at any time determine that the circumstances in respect of the Project significantly changed or that there's a delay to planned activities and/or deadline regarding the Project, the Recipient is obliged to notify the Donor by written notice immediately, but in any case, not later than in eight (8) days after such circumstances arise;
 - (d) immediately notify the Donor of any circumstances that could delay or impede the Project implementation;
 - (e) any published and / or electronic information regarding the Project must include a disclaimer that all such information represents an opinion of the author and are as such not an official statement of the Government of the Republic of Slovenia neither of the Donor;
 - (f) the Recipient shall carry out all declared Project activities in cooperation with the Donor and shall make the same public;
 - (g) continuously promote international development cooperation with the Republic of Slovenia in all written and electronic documents related to the Project (including ongoing publication of Project activities and results) on the Recipient's website and

social networks with an addition of a link to the relevant sub-pages on international development cooperation on the GOV.SI web portal; to all such documents the Recipient will further apply the logo of the international development cooperation of the Republic of Slovenia as the Donor;

- (h) with each report and at the end of the Project submit at least two photographs in a format suitable for publication on websites or other media, transferring all copyrights related to visual and written documents to the Donor and the Republic of Slovenia to such an extent that the Donor and/or the Republic of Slovenia may publish and / or distribute such photographs and/or other material free of charge and without limitations to use;
 - (i) the Recipient shall report the effects of the implemented Project after three (3) years since its completion to the Donor in writing; the report should include information on the Project's long-term effects (target group, ownership, knowledge transfer, etc).
 - (j) Recipient shall inform the Donor about the major milestones regarding the Project (including inauguration) six (6), three (3) and one (1) month ahead in order to allow the Donor to align eventual official visits of representatives of the Government of the Republic of Slovenia; the date of the Project inauguration shall be mutually agreed between the Parties at least one (1) month prior to the event; the Recipient shall submit the draft inauguration programme to the Donor at least two weeks prior to the event.
- 4.4 The Recipient agrees to maintain the necessary records and store the supporting evidences, which enables the audit of the use of Grant for five (5) years after the takeover of the Project and agrees to hand them to the Donor together with the reports.

5. COMMUNICATIONS

- 5.1 Language: All notices and other communications in connection with this Agreement, as well as any documents to be provided from one party to another (for example reports and disbursement requests), shall be in English language or, as regards any document the original of which is made in another language, accompanied by a working translation into English language. Attachments and explanations may be presented in local languages and translated in English upon request.
- 5.2 Notices and Communications: Except as otherwise provided herein, all communication, notices, declarations or invoices sent by one Party to the other shall be in writing and shall be delivered by letter (postal services, postage prepaid) or e-mail as provided at the end of this Agreement, as well as info@cmsr.si. Each Party may change its notice information by written notice to the other. Written notices, declarations and invoices shall be deemed received and effective:
- (a) if delivered by hand, on the Business Day delivered or on the first Business Day after the date of delivery if delivered on a day other than a Business Day;
 - (b) if sent by first class post, on the 2nd Business Day after the date of posting, or if sent from one country to another, on the 5th Business Day after the day of posting; or
 - (c) if sent by e-mail and a valid transmission report confirming good receipt is generated, on the day of transmission.

Termination notice may only be sent via (a) or (b) hereinabove.

6. GENERAL PROVISIONS

- 6.1 The Recipient shall have sole responsibility for complying with any legal obligation incumbent on him. In particular, the Recipient confirms that all relevant legislation regarding the selection of the Contractor and the conclusion of the Contract thereof is respected. In a case that the Contract does not comply with the legislation applicable in the country of the Recipient and that the Donor has already made any financial transfers to the Contractor, the Recipient is obliged to refund all such already paid amounts of grant funds.
- 6.2 The Donor shall not, in any circumstances or on any grounds, be held liable for any damage incurred by any person in connection with this Agreement, the Project or otherwise. Consequently, the Donor will not entertain any request for indemnity or reimbursement accompanying any such claim.
- 6.3 Except in cases of Force Majeure, the Recipient shall make good any damage sustained by the Donor as a result of the execution or faulty execution of the Project.
- 6.4 Force Majeure:
- (a) Definition of Force Majeure: For purposes of this Agreement "Force Majeure" means an occurrence beyond the reasonable control of the Party claiming Force Majeure (the "Claiming Party") which it could not reasonably have avoided or overcome and which makes it impossible for the Claiming Party to perform its obligations under this Agreement.
 - (b) Release from Obligations: If a Party is fully or partly prevented due to Force Majeure from performing of its obligations under this agreement, no breach or default on the part of the Claiming Party shall be deemed to have occurred and it shall be released (and not merely suspended) from those obligations but only for the period of time and to the extent that such Force Majeure prevents its performance.
 - (c) Notification and Mitigation of Force Majeure: The Claiming Party shall as soon as practicable after learning of the Force Majeure notify the other Party of the commencement of the Force Majeure and of the nature its performance obligations are affected thereby and, to the extent then available, provide to it a bona fide non-binding estimate of the extent and expected duration of its inability to perform. The Claiming Party shall use all commercially reasonable efforts to mitigate and overcome the effects of the Force Majeure and shall, during the continuation of the Force Majeure, provide the other Party with reasonable bona fide updates, when and if available, of the extent and expected duration of its inability to perform its obligations under this agreement.
 - (d) Effects of Force Majeure on Other Party: In the event, and to the extent, that the Claiming Party's obligations are released by Force Majeure, the Other Party's corresponding obligations shall also be released.
 - (e) Long Term Force Majeure Limit: Where in respect of this Agreement the obligations of the Claiming Party have been adversely affected by Force Majeure on each Day for a consecutive period of sixty (60) Days, then the Party which is not the Claiming Party shall have the right to terminate this Agreement forthwith by written notice to the Claiming Party. Such termination shall be without prejudice to the accrued rights and obligations of the Parties under this Agreement but neither Party shall have any liability whatsoever to the other in respect of the unperformed rights or obligations under this Agreement after the date of termination.
- 6.5 The Recipient shall bear sole liability vis-à-vis third parties, including damage of any kind sustained by them while the Project is being carried out.

- 6.6 The Recipient undertakes to take all the necessary measures to prevent any risk of conflicts of interests which could affect the impartial and objective performance of this Agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest. Any situation constituting or likely to lead to a conflict of interests during the performance of this Agreement must be brought to the attention of the Donor, in writing, without delay. The Recipient shall undertake to take whatever steps are necessary to rectify this situation at once. The Donor reserves the right to check that the measures taken are appropriate and may demand that the Recipient takes additional measures, if necessary, within a reasonable time.
- 6.7 The Parties undertake to preserve the confidentiality of any document, information or other material directly related to the subject of this agreement that is justifiably classified as confidential, should disclosure damage the other party. The parties shall remain bound by this obligation indefinite time.
- 6.8 Unless the Donor requests otherwise, any communication or publication by the Recipient about the Project, including but not limited to at a conference or seminar, shall indicate that the Project has received funding from the Republic of Slovenia with the Donor acting as the international development co-operation agent of the Republic of Slovenia.
- Any communication or publication by the Recipient, in any form and medium, shall indicate that sole responsibility lies with the author of such communication or publication and that the Donor is not responsible for any use that may be made of the information contained therein.
- 6.9 The Donor may terminate this agreement in writing without notice, without any indemnity on its part, in the following circumstances:
- (a) in the event of a change of the Recipient's legal, financial, technical, organisational situation or condition which could significantly affect its capability to fulfil its obligations under this agreement or to call into question the decision to award the Grant in the first place;
 - (b) if the Recipient fails to fulfil a substantial obligation incumbent on him under the terms of this Agreement;
 - (c) in the event of Force Majeure or other circumstances preventing the successful implementation of the Project;
 - (d) if the Recipient is found guilty of an offence involving his professional conduct by a final judgment or if he is guilty of grave professional misconduct proven by any justified means;
 - (e) if the Recipient submits incorrect, incomplete, misleading or false information about the circumstances and facts relevant for the grant of funds, or of the circumstances and facts of the use of funds or submits incorrect, incomplete, misleading or false reports / invoices / other documentation or reports / invoices / other documentation inconsistent with the actual state of the Project to obtain the Grant;
 - (f) if the Recipient and / or the Contractor has intentionally or by negligence committed a substantial irregularity in performing this Agreement or in the event of fraud, corruption or any other illegal activity on the part of the Recipient to the detriment of the Donor. A substantial irregularity consists of any infringement of a provision of an agreement or regulation resulting from an act or an omission on the part of the Recipient and / or the Contractor which causes or might cause a loss to the Donor; or
 - (g) if the Donor is required to reimburse the amounts received from the Republic of Slovenia to finance the Project.

- (h) if the Recipient has not secured sufficient financial resources for the project implementation;
- (i) if the Recipient does not acquire all permits necessary for Project implementation within six (6) months after signing of this agreement or the Recipient is late with the implementation of the Project regarding the Project documentation for more than six (6) months; the Parties agree that it is also considered that this condition is met if the Recipient fails to provide information to the Donor as defined with this Agreement or fails to respond to the second written notice from Donor;
- (j) if the Contract between the Recipient and the Contractor terminates for whatever reason,
- (k) if the basis, conditions and/or purpose on which this Agreement was concluded are no longer met;
- (l) if the Recipient informs the Donor that the project is no longer needed; the Parties agree that it is also considered that this condition is met if the Recipient fails to provide information to the Donor as defined with this Agreement or fails to respond to the second written notice from Donor;
- (m) if the representations given herein are no longer true;
- (n) if the Grant was partly or entirely used to finance taxes and/or duties in the country of Recipient or contrary to the purpose for which they were granted;
- (o) if the bodies of the European Union request a refund because the financing of the project is not in accordance with European Union rules.

In case of termination under this point, the Recipient has to refund all already paid amounts of grant funds together with the interest on late payments to the Donor within fifteen (15) days from the receipt of the termination notice.

- 6.10 Custodian of the contract for Municipality of Žabljak is Darko Šljivančanin , custodian of the contract for CMSR is Mojca Kopše.
- 6.11 Anti-corruption clause: Should any person in respect of this agreement promise, offer or give any undue advantage to an employee, representative or agent of a Party to this agreement on behalf or for the account of the other Party to this agreement for the purpose of:
 - obtaining business;
 - concluding business under more favourable terms and conditions;
 - omitting due supervision over the implementation of obligations under this agreement; or
 - any other act or omission which causes a Party damage or by which the representative or the agent of such Party, the other Party or its employee, representative, agent or intermediary are put in a position to obtain an undue advantage,

this agreement shall be deemed null and void.

- 6.12 Amendments: any amendments or additions to this Agreement shall be made only in writing signed by both Parties.
- 6.13 The Recipient expressly states that it is acknowledged with CMSR's Code of Conduct as published at CMSR's website (<https://www.cmsr.si/en/links/>) and that any non-compliance or breach of the Code may render this Agreement null and void.

- 6.14 The Recipient will use and maintain the Grant/Object in good shape and in line with instructions for use as received from the Contractor. The Recipient shall provide the Donor with yearly reports on the use and functionality of the Object for two (2) years since its official hand-over in the form acceptable to the Donor.

7. GOVERNING LAW AND JURISDICTION

- 7.1 Governing law: This Agreement shall be governed by and construed in accordance with the laws of the Republic of Slovenia.
- 7.2 Courts: The Recipient agrees for the benefit of the Donor that any controversy, dispute, or claim arising out of or relating to this Agreement or the breach, termination or invalidity hereof shall be finally settled by the courts in Ljubljana, Slovenia. The submission to the jurisdiction of the courts referred to in this Clause 7.2 shall not (and shall not be construed so as to) limit the right of the Donor to take proceedings against the Recipient in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.
- 7.3 Arbitration: Notwithstanding the Clause 7.2 above, the Donor may, in its own discretion, notify the Recipient that arbitration clause shall apply. After giving such notice, any controversy, dispute or claim arising out of or relating to this Agreement (including a dispute regarding the existence, validity, interpretation, breach or termination of this agreement or the consequences of its nullity) shall be referred to and finally settled by a panel of three arbitrators appointed in accordance with the Rules of Arbitration of the Permanent Court of Arbitration attached to the Chamber of Commerce and Industry of Slovenia. The place of any arbitration proceedings commenced pursuant to this Clause 7.3 shall be Ljubljana, Slovenia and the language in which such arbitration shall be conducted shall be Slovenian.

8. FINAL PROVISIONS

- 8.1 Language: This Agreement is drawn up in the English language.
- 8.2 This Agreement enters into force when signed by both Parties.
- 8.3 This contract is concluded for an indefinite period until the completion of the Project. However, the donor may withdraw from this contract prematurely for the reasons set out in point 6.9 of the contract.
- 8.4 This Agreement is executed in four (4) originals, two (2) for each Party.

 <p>The Recipient: Municipality of Žabljak</p> <p>Rado Žugić Mayor</p> <p><i>[Signature]</i></p> <p>Done in: _____ Date: _____</p> <p>Address for communications: Municipality of Žabljak, Trg durmitorskih ratnika 1, 84220 Žabljak, Montenegro</p>	<p>The Donor: CMSR</p> <p>Mr Dejan Prešiček Managing Director</p> <p><i>[Signature]</i></p> <p> CENTER ZA MEDNARODNO SODELOVANJE IN RAZVOJ CENTRE FOR INTERNATIONAL COOPERATION AND DEVELOPMENT</p> <p>Done in: _____ Date: _____</p> <p>Address for communications: Center za mednarodno sodelovanje in razvoj Kardeljeva ploščad 1, 1000 Ljubljana, Slovenia</p>
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<p>Attn: Darko Šljivančanin, the Vice Mayor of the Municipality of Žabljak</p> <p>E-mail: darkosljivancanin45@gmail.com</p>	<p>Attn: Mojca Kopše, Head of the Department of International Development Cooperation</p> <p>E-mail: mojca.kopse@cmsr.si, info@cmsr.si</p>
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Attachments:

- Project documentation
- Guidelines for semi-annual and final reports and donation funds disbursement requests
- Semi-annual report form
- Final report form
- Donation funds disbursement request form

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Attachment Project Documentation

 CMSR CENTER ZA MEDNARODNO SOUDELNOVANJE IN RAZVOJ Kancelarija: prihod 1, 1109 Ljubljana	
PREJETO: 24.11.2022	Stevilka: 95-MC/

CMSR
 CENTER ZA MEDNARODNO SOUDELNOVANJE IN RAZVOJ
 Kancelarija: prihod 1, 1109 Ljubljana

OPštINA ŽABJAK
 8100
 01-08/22-6443
 03.11.2022

PROJECT PROPOSAL

PROJECT TITLE (the project title must be short and concise)
Construction of a landfill for construction waste and additional tubs for communal waste

CONTENT DEFINITION (please specify only one content field according to the OECD classification – purpose code)
14050 Waste management (disposal)

PARTNER COUNTRY (specify country according to OECD classification – recipient)
ME Montenegro

PERIOD OF PROJECT IMPLEMENTATION (indicate the date in DD-MM-YYYY format)
from 01/02/2020 to 31/12/2023

CONDITIONS FOR CO-FINANCING PROJECTS OF INTERNATIONAL DEVELOPMENT COOPERATION:

- The recipient being a public entity
- Compliance of the project with the resolution, strategic documents and substantive starting points of international development cooperation of the Republic of Slovenia.
- Contributing to the eradication of poverty, the reduction of inequalities or the promotion of sustainable development in a partner country or region as fundamental objectives of international development cooperation.
- Compliance of the project with the demonstrated needs of the partner country.
- Compliance with the obligations under the contract for the co-financing of projects of international development cooperation concluded by the recipient with CMSR (if any contracts were concluded).
- That the project does not contribute to the increased use of fossil fuels.

DONATION RECIPIENT

TITLE Municipality of Žabljak
ADDRESS Trg dunjinskih ratnika 1, 86220 Žabljak
TELEPHONE +382 (0) 52 360 102
E-MAIL predsjednik@zabljak.me
TAX NO. ME
REGISTRATION NO. 02013535
TRANSACTION ACCOUNT NO. 510-101398-38 current account ME20510000000010139838 for:
own currency account - CKB bank
E-MAIL predsjednik@zabljak.me

PRESENTATION OF THE DONATION RECIPIENT

Specify the ownership of the donation recipient (public entity, state-owned or municipally-owned). If mixed ownership, please indicate the shares of the owners. Introduce the donation recipient (main activities, mission/vision). Please provide information demonstrating that the donation recipient is capable of carrying out the necessary procedures for the implementation of the project (staff available for the

* OECD Official Development Assistance classification, including the list of recipient countries, is available at: <http://oecd.org/development/official-development-assistance/>

project, organizational capacity, similar projects carried out, etc.). Please indicate whether the donor recipient has ever concluded a contract for the financing or co-financing of international development cooperation projects with the CMSR.

The Municipality of Zabljak is the local self-government, which is an administrative center of the Durmitor area. It is constituted of 9 departments, and employs 52 people. It has stable and regular funding, without debts. The municipality of Zabljak is located in the northwest of Montenegro, in the heart of the Durmitor area, on the foothills of the mountain Durmitor. It has a surface area of 445 km², which is 3.22% of Montenegro. It has about 3,600 inhabitants. Zabljak, the "geographical roof" of Montenegro, with its location at 1456m above sea level, represents the highest urban settlement in southeastern Europe. Since 1991, Montenegro is an ecological state, and Zabljak was chosen as its capital. The most attractive sites in this area are National Park Durmitor, and the river Tara, which are inscribed in UNESCO's World Heritage List. Apart from tourism, agriculture and livestock breeding are main economic branches.

According to Article 13 of the Statute of the Municipality of Zabljak, the local administration carries out the following activities:

- 1) determines and provides performance and development of communal activities, maintenance of communal infrastructure and communal order;
- 2) determines and ensures the performance of construction, reconstruction, maintenance and protection of municipal roads;
- 3) determines and provides transportation of passengers in urban and suburban regular services and auto-taxi transportation;
- 4) regulates traffic in its area, in accordance with the law governing road traffic safety;
- 5) regulates construction land;
- 6) regulates and provides conditions for the development of entrepreneurship;
- 7) takes care of local goods of general interest;
- 8) provides the conditions and takes care of environmental protection and some of its parts (air quality, noise protection, waste management, etc.);
- 9) determines and provide conditions for management of water, water soil and water objects of local importance, takes care of their protection and use, issues water acts and keep prescribed records, determines erosive areas, anti-erosion measures and implements protection against erosion and torrents, organizes and provides for other tasks in the field of water management, use and protection and water supply;
- 10) regulate relations in the field of housing and takes care of providing conditions for maintenance of residential buildings;
- 11) identifies, provides and creates conditions for the development of culture and the protection of cultural property;
- 12) determines, provides and creates conditions and takes care of the development of tourism, as well as the development of activities that promote tourism development;
- 13) creates conditions for the development and improvement of sports for children, youth and citizens, as well as for the development of inter-municipal sports cooperation;
- 14) creates conditions for the use of agricultural land and takes care of its protection;
- 15) participates in providing conditions and promotion of activities: health care, education, social and child protection, employment and other areas of interest to the local population, in accordance with the possibilities, and performs the rights and duties of the founders of institutions he establishes in these activities, in accordance with law;
- 16) in accordance with the possibilities, regulates and provides for solving the housing needs of persons in social need and persons with disabilities and assist the work of humanitarian and non-humanitarian organizations in these fields;
- 17) regulates and provides conditions for informing the local population;
- 18) regulates and provides conditions for the development of library and other activities of interest to the local population;
- 19) decides on rights in the field of veterans' disability protection and keep records on the beneficiaries of rights;
- 20) determines and provides conditions for the protection and rescue of the population, material and cultural assets and the environment in the municipality from natural disasters, technical and technological accidents and other disasters;

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21) organizes and implements measures to protect the population from infectious diseases;
22) creates conditions for development of agricultural production (fruit growing, vegetable growing, olive growing, etc.) and performs other tasks in this field;
23) provides conditions for consumer protection;
24) regulates the manner and conditions of keeping pets, the manner of treating abandoned and lost animals, provides conditions for their care and implement measures for controlling their breeding;
25) determines working hours in certain activities and determines the areas in which certain activities may be performed;
26) determines and provide conditions for holding public fairs of local importance;
27) regulates the manner of organizing public works of local importance;
28) prescribes violations for violations of municipal regulations.
According to the Strategy plan for the development, which is current until the adoption of the new one, the vision of the Municipality of Zabljak refers to the implementation of activities that will contribute to **BETTER STANDARD AND QUALITY OF LIFE OF THE POPULATION, IMPROVED INFRASTRUCTURE AND DEVELOPED LEADING ECONOMIC AREAS WITH SUSTAINABLE VALUORIZATION OF NATURAL RESOURCES AND ACTIVE SUPPORT OF MODERN LOCAL GOVERNMENT**.
As for the personnel who will implement the project, the Municipality of Zabljak has excellent personnel capacities:
The mayor and vice mayor are responsible for project implementation.
A person who has a license to conduct public procurement works in the municipality.
The Secretariat for spatial planning, environmental protection and communal housing affairs is in charge of tasks and projects related to waste management; the secretary as head of this secretariat, urban planning and construction officials, communal inspector and environmental protection officer.
The Secretariat for finance and economic development has 8 employees together with the secretary, who deal with financial planning and payments.
Also, in order to prepare applications and withdraw funds from foreign funds, the Project Team is functioning, which was formed by the decision of the Mayor of the Municipality in 2019, and which is coordinated by the manager of the municipality. This team underwent the necessary training and realized significant funds from donations and EU funds.
Municipality of Zabljak concluded a contract with the CMSR for the co-financing of the procurement of a multi-functional vehicle for cleaning sludge from treatment plants and sewers, and for procurement of waste cans (period of realization 2016-2017). In addition to the above, numerous donations were made in Zabljak by CMSR, but contracts were concluded with the Government of Montenegro, not directly with Municipality of Zabljak.

INFORMATION ABOUT THE RESPONSIBLE PERSON OF THE DONATION RECIPIENT

FIRST NAME AND LAST NAME Veselin Vukićević
FUNCTION IN THE ORGANISATION Mayor
TELEPHONE +382 (0) 52 360 102
E-MAIL predsjednik@zabljak.me

INFORMATION ABOUT THE PROJECT MANAGER

FIRST NAME AND LAST NAME Vasilje Jakšić
FUNCTION IN THE ORGANISATION (if the project manager is an external worker or a contractor, please indicate this)
The Vice mayor of the Municipality of Žabljak
TELEPHONE +382 (0) 69 434 924
E-MAIL sozabljak@cmr.me

PROJECT LOCATION

Please indicate the location where the project will be implemented. If this concerns construction works/infrastructure projects, please indicate the legal ownership of the land and the permits obtained for the implementation/construction. Attach copies of certificates and documents.

The project Construction of a landfill for construction waste and additional tubs for communal waste will be implemented on land owned by the state of Montenegro, and the necessary approval of the Government of Montenegro has been requested for the construction of the aforementioned. The location planned for the implementation of the project is part of the location of the already existing landfill in Žabljak. The existing landfill was rehabilitated through a project by CMRS and the Government of Montenegro. Due to the constant increase in tourist visits to Žabljak and the fact that the regional landfill that was planned by the state Waste Management Plan for the North was not realized, the need arose to build an additional tub for communal waste, and as the construction of facilities in Žabljak is at a high level, the lack of a landfill of construction waste is very pronounced. Competent services have defined the location for an additional tub and construction waste dump, urban planning technical conditions have been issued, and the complete necessary project documentation has been completed. As already mentioned, the location is state-owned, so the competent municipal service for property sent a request to the Government of Montenegro for approval. A response from the Government is expected.

PROBLEM DEFINITION – BASIS FOR THE PROJECT

Clearly articulate the problem on which the project is based. Briefly describe the situation in the partner country: the impact of the problem, who is affected, the geographical area of the problem, the consequences of not addressing the problem. If most of the activities will be carried out in the least developed areas of the country, please provide supporting documents and links to websites. Please attach documents in electronic form.

During 2016 and 2017, the Municipality of Žabljak, in cooperation with the Government of Montenegro and the CMRS of the Republic of Slovenia, opened a recycling center and a sanitized landfill. Both projects were implemented according to the most modern standards. Due to the large amount of communal waste, due to the increasing number of visitors to the city and the fact that the regional landfill that was planned by the State Waste Management Plan for the North was not realized, there was a need to build an additional tub for communal waste. The recycling center is not in operation because the current renter has not paid his obligations to the municipality and therefore the contract has not been extended. Due to increased investment and construction activities, there was a need to build a landfill for construction waste in Žabljak. In this way, the problem of disposal of construction waste would be solved, taking care of the environment.

Construction waste can be a source of useful materials if it is collected separately from municipal waste and processed into usable materials - recycling. To this end, the project provides for a zone for the reception and recovery of construction waste, including the landfill of residual construction waste. The area provides for the reception of construction waste, the part where the recovery of construction waste is carried out, part intended for the temporary storage of recycling, part intended for water treatment and landfill of residue construction waste after recycling. The waste recycling zone shall be carried out in the form of an asphalt plateau. The reception of the works shall be physically formed into a series of 5 receiving pens into which similar raw construction waste is delayed. The recycling part of the zone is the place where the crushing and sponning of construction waste is carried out, the classification of recycling and the temporary deposit into recycling pits. The recycling part consists of 5 pens into which recycling is delayed after the recycling process. From here, recycling is transported to users if necessary. The landfill of construction waste shall be carried out as a bowl with a bottom structure as prescribed for landfills of inert waste and with a system for the capture and drainage of drainage lines. The part intended to clean the water from the recyclable plateau is carried out as a gravel plateau in which the sand, deposition and light liquid cutter (oil, oilives...). Oops from the construction waste dump are cleaned together with the discharged water from the new municipal waste dump field.

The separation of construction waste and demolition waste from mixed communal waste and its disposal at the landfill will greatly facilitate the work of the recycling center.

Due to the mentioned problems in the field of solid waste management, interventions and additional investments are needed in order to strengthen the capacity for communal waste disposal.

SPECIFIC OBJECTIVE OF THE PROJECT

Clearly define one specific objective of the project, justify it, define the descriptive and quantifiable indicators, and indicate any risks to achieving the objectives and ways to mitigate or address them. The specific objective of the project must be: specific, measurable, achievable, relevant and timed. Indicators are descriptive and numerically defined data that can be used to measure and prove the achievement of a specific goal. The initial (baseline) value before the project implementation and the expected final value after the implementation are determined. Indicators are measurable, provable and set in such a way that they reflect the achievement of the set specific goal. Sources of information for indicators are evidence by which the contractor proves the final value of the achieved goal.

"Improvement of solid waste management in Zabljak" is defined as the general goal of the project. While the Specific goal is "Strengthening the capacity for solid waste management, through the Construction of a landfill for construction waste and additional tubs for communal waste".

Indication and description of indicators for measuring the specific objective	Initial value	Final value	Sources of information for indicators
Amount of adequately deposited construction waste on an annual basis	0	300 t	Report of the Public company "Komunalno and vodovod" d.o.o. Zabljak
The amount of communal waste deposited in the additional tub on an annual basis	0	600 t	Report of the Public company "Komunalno and vodovod" d.o.o. Zabljak

Describe the risks in achieving the objective and ways to reduce or eliminate them.

Potential risks:

Failure to obtain Government approval for the location - possible solution: organizing a meeting with Government representatives in order to clarify the project and its needs in detail;
 Extending the deadline for the realization of the project due to the short construction season caused by bad weather conditions - shortening the procedure for the application of works in order to start the works as early as possible;
 Misunderstanding of households and businessmen stationed near the site for the construction of additional communal bathtubs and landfills for construction waste - possible solution: organizing meetings in order to present the project and its impact on the environment.

SUSTAINABLE DEVELOPMENT OBJECTIVES

Please list up to 3 (three) key sub-objectives of sustainable development that the project will help to achieve. Please indicate the Sustainable Development Goals, in line with the 2030 Agenda for Sustainable Development (<https://sdgs.un.org/2030agenda>), pursuing nature conservation and sustainable use of the area's natural assets, reducing energy consumption, increasing the use of renewable energy sources or reducing the use of fossil energy sources, reducing environmental pollution (including emissions) and waste. The first sub-objective is primary, and any two additional sub-objectives are secondary.

Goal 9. Build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation

Goal 6. Ensure availability and sustainable management of water and sanitation for all

Goal 15. Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land degradation and halt biodiversity loss

Sub-objectives:

9.1 Develop quality, reliable, sustainable and resilient infrastructure, including regional and transborder infrastructure, to support economic development and human well-being, with a focus on affordable and equitable access for all.

9.4 By 2030, upgrade infrastructure and retrofit industries to make them sustainable, with increased resource-use efficiency and greater adoption of clean and environmentally sound technologies and industrial processes, with all countries taking action in accordance with their respective capabilities.

6.a By 2030, expand international cooperation and capacity-building support to developing countries in water- and sanitation-related activities and programmes, including water harvesting, desalination, water efficiency, wastewater treatment, recycling and reuse technologies

15.4 By 2030, ensure the conservation of mountain ecosystems, including their biodiversity, in order to enhance their capacity to provide benefits that are essential for sustainable development.

COHERENCE OF THE SPECIFIC OBJECTIVE OF THE PROJECT WITH THE NEEDS OF THE PARTNER COUNTRY

Briefly explain how the specific objective of the project is in line with the needs of the partner country or local community. Please provide supporting documents and links to websites. Please attach documents in electronic form. The documents must clearly show how you have decided that the project is necessary for the local community or the country. In doing so, you should refer to national development strategies or other relevant strategic documents, laws and action plans, and other relevant documents from international institutions. Please indicate whether the content of the proposed project is complementary to that of other donors in the partner country, and whether there are similar projects by other donors.

Coherence of the project's specific objective with the needs of the partner country or local community:

The project is complementary to the Multi-year infrastructural development plan of the Municipality of Zabljak 2019-2022, on pages 20-21, the planned is next project: No 24. DEVELOPMENT OF THE CONSTRUCTION WASTE LANDFILL.

The draft of the Strategy plan for the development of the Municipality for the period 2022-2026 in the List of priority projects defines the following:

Priority 4: Waste and wastewater management

1. Remediation of illegal landfills, arrangement of garbage disposal sites and procurement of containers for selective garbage disposal

2. Permanent solution to the functioning of the Recycling yard

3. Construction of an additional tub for communal waste, a construction waste dump and a transfer station
 4. Construction of the II phase of the wastewater treatment plant
 5. Development of project documentation for the III phase of the Međed-Borje wastewater treatment plant
- On pages 30 and 31 of the Waste Management Strategy of Montenegro until 2030, is stated the following:
- 5.1. Goals to be achieved in the field of waste management
- The basic goals in the field of waste selection, reuse and recycling can be classified as follows:
 - Necessary reduction of the amount of communal waste that is generated and that needs to be disposed of in landfills;
 - Specific goals in the field of waste selection, reuse and recycling are:
 - Establishing a management system for construction waste and waste containing asbestos.

List of documents with links to websites:

Link for the multi-year infrastructure development plan of the Municipality of Zabljak 2019-2022
<http://zabljak.me/docs/1555885872-VI-C5%20ASEGOD%20C5%20ABN%20PLAN%20INFRASTRUKTURNOG%20RAZVOJA%20OP%20C5%20ART%20C5%20DABLIJAK%202019-2022.pdf>

Waste Management Strategy of Montenegro until 2030
<https://www.zerowastemontenegro.me/wp-content/uploads/2016/11/PREDLOGA-STRATEGUE-UPRAVLJANJA-OTPADOM-CRNE-GORE-DO-2030.pdf>

Complementary with other donors/similar projects of other donors:

The project is complementary to previously donated CMSR projects, which were implemented with the Government of Montenegro: Construction of a recycling yard and rehabilitation of the landfill in Zabljak.

TARGET GROUP

Identify the target group precisely, including numerically.

The target group is all residents of Zabljak (cca 3,000) and tourists visiting Zabljak (31,000 in 2021).

PROJECTED RESULTS

Specify the projected results (maximum 5 (six)), the deadlines for achieving them, the indicators for measuring the results and the sources of information for the indicators. Indicators are descriptive and quantified data that can be used to measure and demonstrate the achievement of results. The initial (starting) value before the project is implemented and the projected final value after implementation are determined. Indicators are measurable, demonstrable and set to reflect the achievement of the intended results. Sources of information for the indicators are the evidence used by the applicant to demonstrate the final value of the result achieved (e.g. attendance list, reports, photographs).

Result 1 (name of the result): Construction of a landfill for construction waste and additional tubs for communal waste

Deadline for achieving Result 1 (month and year): 31/12/2023

Indicator	Description of the indicator	Initial value	Final value	Sources of information
Amount of adequately deposited construction waste on an annual basis	There is currently no construction waste dump in Zabljak, and it is deposited either partially at the current municipal landfill or wild construction waste dumps are created. The construction of a construction waste dump will solve the location for adequate construction waste disposal. The amount of adequately deposited waste is an indicator for measuring results.	0	300 t	Report of the Public company „Komunalno and vodovod“ d.o.o. Zabljak
The amount of communal waste deposited in the additional tub on an annual basis	Due to the huge amount of waste at the landfill, there is no more space to dispose of it, and the construction of an additional communal tub is necessary in order not to create illegal landfills and jeopardize the project of a rehabilitated landfill. The amount of waste deposited in the additional tub is an indicator of the justification of its construction.	0	600 t	Report of the Public company „Komunalno and vodovod“ d.o.o. Zabljak

The applicant can define a maximum of six results and add tables if necessary.

ACTIVITIES AND PERIOD OF IMPLEMENTATION

Indicate the sequence of activities (up to a maximum of six (6) per result) that the applicant will carry out to achieve each result, and indicate the period of implementation of each activity. The activities of the project must also be summarised and broken down in a financial structure.

Result 1		
Activity 1:	Description of the activity	Implementation period
Solving property legal relations	The municipality of Zabljak sent a request for consent to the Government of Montenegro, considering that it is state land. If the Government gives its consent, then the property legal relations are resolved.	15.09.2022.
Activity 2	Description of the activity	Implementation period
Registration of works	If a consent of the Government is obtained, the application of the works is started in accordance with the legal regulations. Works are reported to the competent state body.	30.09.2022.
Activity 3	Description of the activity	Implementation period
Execution of works according to the concluded contract	After the tender procedure was carried out, the contractor was selected and the contract for the execution of the works was concluded. After achieving result 1, it is necessary to proceed with the execution of the works in accordance with the contract, which is an attachment to this application, and according to the contractor's offer.	180 days from the day of introduction to work
Activity 4	Description of the activity	Implementation period
Carrying out professional supervision over the execution of works	A contract on professional supervision has been concluded. It is necessary to carry out professional supervision in parallel with the execution of works. This activity ends with the preparation of a professional supervision report, which is a condition for putting the newly built facilities into operation.	During the implementation of the works

Define a maximum of six results and up to six activities for each result. Add rows as needed.

PROJECT SUMMARY

Briefly describe the content of the project, including essential information about the project, which will be of interest to the general public. Please indicate how the planned activities and results will contribute to achieving the specific objective and sub-objective on sustainable development, and to addressing the identified problem.

The municipality of Zabljak has prepared project documentation for the implementation of the Construction of a landfill for construction waste, transfer station and additional tubs for communal waste. In accordance with the Law on construction of buildings and space planning, a revision of the project documentation was made. An environmental impact assessment study has been prepared and the appeal period for the consent decision is in progress. As it is a project of great value, phased construction is planned. As the first phase, the construction of a construction waste dump and an additional tub for communal waste is planned. After the realization of the above, it is planned to proceed with the implementation of the II phase, ie the construction of the transshipment station. The Municipality of Zabljak, in accordance with the Law on Public Procurement, conducted the public procurement procedure and selected the contractor. The work was contracted for the amount of EUR 980,620.06 including VAT. Supervision services were contracted in the amount of 6,037.90 euros, including VAT. Property legal relations are being settled. Bearing in mind that it is state land, a request for consent was sent to the Government of Montenegro. If the Government submits the consent, and there are no appeals on the approval for the Elaboration, it remains to send the application for the works to the competent state body and the contractor can be introduced to the work. Bearing in mind the above, most of the preparatory activities have been completed, which indicates that the maturity of the project is at a high level.

PROJECT IMPACT ON GENDER EQUALITY

If the specific objective of the project is related to gender equality, please provide an assessment containing all the elements listed below. If the specific objective is not linked to gender equality, the assessment of the impact on gender equality can be simplified and cover only some of the elements listed. Mandatory elements of a gender-based assessment are: an assessment of the gender situation in the field addressed by the project and a definition of the expected effects of the project from a gender perspective. Information is required on women, men, girls and boys related to their division of labour, roles and responsibilities, access to different resources and their general position in society. In the gender equality assessment, identify the sub-objectives of sustainable development related to gender equality and identify the project's contribution to them.

The project has the same impact and provides the same opportunities to all citizens, people who own cottages in Zabljak and tourists, regardless of gender identity.

PROJECT IMPACT ON ENVIRONMENTAL PROTECTION

If the specific objective of the project is related to the protection of the environment, please provide an assessment containing all the elements listed below. If the specific objective is not related to environmental protection, the impact assessment may be simplified and cover only some of the elements listed. The elements of the environmental impact assessment are: an assessment of the state of the environment in the area covered by the project and the definition of the expected environmental effects of the project. The assessment of the situation includes relevant statistics at national or local level, a description of the legislative and institutional framework, and an assessment of the knowledge and capacity of the local community and stakeholders to address environmental challenges. In the environmental impact assessment, please state the sub-objectives of sustainable development related to environmental protection and define the project's contribution to them. For infrastructure projects, also provide a summary of the environmental impact assessment, which must be prepared in accordance with national legislation.

An environmental impact assessment report was prepared for the project of building a construction waste dump and additional tab for communal waste disposal. The Elaborate was prepared in accordance with the provisions of the Law on Environmental Impact Assessment of Montenegro, which assessed possible negative impacts during the realization and functioning of the planned facility, and defined environmental protection measures in accordance with them. Consequently, the project will be implemented in all respects according to the environmental protection measures established in the Elaboration of the impact assessment, with the implementation of the monitoring program of the project's impact on the environment. Attached to the application is the Elaborate environmental impact assessment and the Decision on Consent to the elaborate Secretariat for spatial planning, environmental protection and communal housing affairs. The report contains: General information, location description, project description, report on the existing apartment, environmental segments, description of considered alternatives, description of environmental segments, description of possible significant impacts, description of measures to prevent, reduce or eliminate harmful impacts, impact monitoring program on the environment, non-technical summary of information, data on possible difficulties, results of implemented procedures for the impact of the planned project on the environment, additional information and characteristics of the project, data sources and attachments.

COMPLIANCE WITH HUMAN RIGHTS - BASED APPROACH

Please indicate how the Human Rights Based Approach (HRBA) is included in the project. The project contributes to the realization of human rights; encourages accountability holders to guarantee the rights that are the subject of the project; addresses vulnerable groups; the target group is actively involved in the project (planning, implementation and monitoring); promotes awareness of the rights of the target group.

One of the key human rights is the right to the environment. Objects that regulate the issue of waste are objects that should contribute to the realization of the mentioned human right. Citizens could be actively involved through two public hearings on the Elaboration of environmental impact assessment (although the law defines holding one hearing).

TRANSFER OF NEW TECHNOLOGIES AND KNOWLEDGE

Please indicate whether the project involves the transfer of innovative solutions, new technology and new skills. Technology transfer must include training for its use. Does technology transfer increase economic growth?

The project will be implemented according to the urban planning and technical conditions, so that within the framework of the planned equipment, i.e. the materials that will be used in the construction process of the construction waste landfill and additional tabs for the disposal of communal waste, all phases have been worked out with the application of contemporary technical and technological solutions, for objects of this type and purpose.

DEFINITION OF THE RISKS AND SCENARIOS FOR RESPONDING TO THESE RISKS

Please indicate any internal and external risks to the realization of the project. Please indicate possible solutions to avoid or mitigate the consequences of the identified risks.

Potential risks:

Failure to obtain Government approval for the location - possible solution: organizing a meeting with Government representatives in order to clarify the project and its needs in detail;
Extending the deadline for the realization of the project due to the short construction season caused by bad weather conditions - shortening the procedure for the application of works in order to start the works as early as possible;

Misunderstanding of households and businessmen stationed near the site for the construction of additional communal bathtubs - possible solution: organizing meetings in order to present the project and its impact on the environment.

PROJECT IMPACT ON THE ERADICATION OF POVERTY

Please indicate how the project contributes to the eradication of poverty in all its forms and dimensions, to the reduction of inequalities, and to helping the most disadvantaged (implementation of the Leave no-one behind commitment). Describe how the project contributes to balanced sustainable development and its three dimensions - social, economic and environmental, list activities to ensure a basic standard of living, activities for access to decision-making processes, measures against water and environmental pollution. Describe how the project promotes economic growth and enhances the competitiveness of the economy. Does the project have multi-sectoral impacts? Describe the project's importance for accelerating the overall development of the area, the region. Does the project improve access to healthcare or education? Does the project contribute to improving living conditions for women, children or marginalized groups?

The standard of living of citizens is certainly affected by the improvement of public infrastructure. The improvement of public infrastructure and the introduction of new services will positively affect the quality of life of citizens. Rounding off the issue of solid municipal waste disposal, as well as construction waste disposal, will create conditions for new investments, environmental protection and tourism development on a sustainable basis. New investments, construction facilities, new capacities for accommodation of tourists, will be reflected in the better visitation of tourists, who will find the environment with organized communal infrastructure more attractive. For Zabljak, as a tourist destination, whose economy is based mainly on tourism and additionally on agriculture, better tourist attendance, a healthier and cleaner environment will certainly contribute to economic growth and increased competitiveness of the economy. Waste management will provide one of the basic living standards, the abolition of illegal landfills, and at the same time mean a measure against water and environmental pollution. The living conditions of the entire population will therefore be improved, and consequently also women, children and marginalized groups.

PROJECT SUSTAINABILITY AND LOCAL OWNERSHIP

Explain the expected sustainability after the end of the project and answer the following questions: Will the project continue to have a positive impact after the funding ends and whether the target group will feel these positive effects? What opportunities and risks are there for the sustainable efficiency of the project (economic/financial, institutional, technical, socio-cultural and environmental sustainability), and how likely are they to occur? For example, is the ownership, maintenance and management of the newly acquired infrastructure assured, and are there resources provided for this purpose? How will the knowledge acquired be used? Does the project include staff training? Will the project create new jobs? How will the applicant ensure local ownership? Does the project promote the development of good governance and institution building?

The implementation of the project will result in the construction of a construction waste dump, which will also represent a new utility service. Also, as a result of the project, we got an additional tub for municipal waste. Bearing in mind the responsibilities when it comes to the management of communal infrastructure, the Municipality of Zabljak, by the decision of the Assembly of the Municipality of Zabljak, will hand over these facilities for management and maintenance to the company established by SO Zabljak, "Komunalno i vodovod" d.o.o. Zabljak. Target groups will certainly feel a positive impact due to more adequate waste management, which is caused by more adequate infrastructure. When it comes to financial sustainability, municipal garbage collection services are charged by the utility company. An improved infrastructure will also mean greater efficiency and, therefore, a reduction in the costs of the work process. There is a risk when it comes to the maintenance of facilities in terms of personnel capacity, however, the plan is that after the implementation of the project, the implementation of training for the employees

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of the utility company, with the aim of handling the new infrastructure as well as possible, would be significant support from CMSR experts in this segment as well. As for the need to hire new people, they would be minimal, not taking into account the current number of employees in "Komunalno i vodovod" d.o.o. Žabljak.

The project definitely promotes the development of good governance. After all the facilities related to waste and wastewater management, which were implemented by the Government of Montenegro and CMSR, as well as projects implemented through the municipal budget, and bearing in mind the advanced system of the sewage network, the implementation of these two projects shows that the Municipality of Žabljak, with the support of its partners, and taking into account the fact that it is the ecological capital of Montenegro, strives to constantly work on the improvement of waste and wastewater management in order to preserve the environment.

COMMUNICATION WITH THE PUBLIC

Specify how and when you will present the project to the general public and the media, and in what form (press conference, press/public statement, press release, social media posts, etc.); quantify the communication activities.

If the project is accepted, an event will be organized on the occasion of the signing of the CMSR support contract, to which media representatives will be invited. The municipality of Žabljak would organize a reception for CMSR representatives, during which the contract would be signed and support and the project itself would be promoted. Also, prepared announcements would be distributed to all portals. During the implementation of the project, the visibility of the project would be realized through the statements of the president and vice president, as well as through announcements on the website of the Municipality of Žabljak. The completion of the project would be marked by an event to which representatives of CMSR and the relevant Ministry of Montenegro, as well as the Embassy of Slovenia in Montenegro, would be invited. The event would be accompanied by representatives of the media, on which occasion the facility would be opened.

USE OF FOSSIL FUELS

Please clarify that the project objective does not directly or indirectly contribute to an increased use of fossil fuels or an increase in the carbon footprint.

Fossil fuels are used during the construction and operation of newly built buildings. If fossil fuels are deposited at the landfill, they are treated in accordance with the project and the Elabore.

Within the project, fossil fuels (oil and oils) are used exclusively for the transport of waste to recycling centre and recycling removal. The project envisaged does not increase the use of fossil fuels according to the swollen state, as the waste drive to the recycling centre will be similar to that before the project is carried out, and recycling will be carried out by vehicles that would otherwise be returning empty from the recycling centre. The project also foresees the elimination of landfill gases from the municipal landfill containing methane. This is done by incapsulation of the landfill, the extraction of landfill gas by the construction of three gas plants and the cleaning of landfill gas with biofilters. They're the only one that's built every time they leave. The emission of hydrocarbons from the landfill of municipal waste will not exceed the emission parameters provided for by the regulations.

PROJECT SUPPORT FROM THE RECIPIENT COUNTRY

Please provide the basic details of the relevant government ministry of the recipient country that has expressed support for the project, and attach a letter of support from the relevant government ministry indicating that the government of the recipient country supports the project and agrees to implement the project with a donation from the Republic of Slovenia.

The Ministry of Ecology, spatial planning and urbanism is a state institution responsible for waste management issues. Accordingly, the Municipality of Zabljak sent a request for a letter of support for the candidacy of the project in question. Bearing in mind the problem that state authorities have with functioning due to the recent cyber attack, we have not yet received that letter of support or a response to the request. The answer of the Ministry of Ecology, Spatial Planning and Urbanism, Municipality of Zabljak, will be submitted to CMSR immediately after receiving the answer.

PROJECT VALUE

Please state and break down the individual types of project costs according to the planned project activities per each result (e.g. project documentation, construction works, equipment, services, training, etc.).

Total value of the project **986,057.96 EUR**.

Note: The Municipality of Zabljak has already implemented part of the activities aimed at realizing this project, and has closed them financially, namely:

1. Issuance of UTU - EUR 0.00
 2. Development of project documentation 14,670.90 euros
 3. Revision of project documentation EUR 3,000.00
 4. Documentation - deciding on the need for an environmental impact assessment for the construction waste landfill, transfer station and additional tub for communal waste EUR 605.00
 5. Environmental impact assessment report for construction waste landfill, transfer station and additional tub for municipal waste EUR 5,324.00
 6. Implementation of the tender procedure, selection of contractors and contract of work
 7. Contracting expert supervision for works
- The appeal period for the approval of the environmental impact assessment is ongoing, which expires on September 5, 2022.
Works in the amount of EUR 980,020.06 including VAT were contracted.
Contracted supervision services in the amount of EUR 6,037.90 including VAT.

Result 1

Type of cost	Quantity	Amount (EUR)
Solving property/legal relations	1	0.00 eura
Registration of the works	1	0.00 eura
Execution of works according to the concluded contract	1	980,020.06 eura
Carrying out professional supervision over the execution of works	1	6,037.90 eura
Total project value		986,057.96 EUR

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PROJECT FUNDING

Indicate the funding sources

Funding source	Share (%)	Amount (EUR)
Own resources	50 %	493,026.98
Donation from the Republic of Slovenia	50 %	493,026.98
Credit/loan	/	
Other	/	
Total funding sources	100	986,053.96

Note: Adapted are the prices of all construction costs according to the tender documentation and the offer of the most favorable offer who was selected through the tender procedure. Therefore, those prices are the final prices of the works, and their overview is clearly given in the attached table. For reasons of comprehensiveness, the costs are not submitted through the table above, instead they are submitted as an attachment.

CERTIFICATES OF FUNDING PROVIDED FOR THE IMPLEMENTATION OF THE PROJECT

Please provide the basic details of the competent organization (government, municipality, public company, bank - in case of credit/loan) that will provide the funds for the implementation of the project, and attach the certificates of the funds provided.

The project will be financed from the budget of the Municipality of Zabljak. In the budget for 2022, 600,000.00 euros are planned for the realization of the project, however, due to the long procedures that precede the start of the works and the short construction seasons due to weather conditions, it is certain that the funds will not be spent in the planned amount, but expectations are that a small volume of works will be completed in 2022. In relation to the completed works, the budget for 2023 will be planned, in the remaining amount.

Date: 03/11/2022

Signature of the responsible person

Stamp

Mayor of Municipality of Zabljak

Vesela Vukobratović

UGOVOR O IZRADI PRIPREMNE DOKUMENTACIJE

Zaključen dana 26.01.2024. godine između:

1. **Opštine Žabljak**, Trg Durmitorskih ratnika br.1, PIB 02018535, koju zastupa predsjednik Opštine Radoš Žugić (u daljem tekstu: **NARUČILAC**)
2. **„Arhiline“ doo Nikšić**, Rudo Polje bb Nikšić, PIB 02986663, koga zastupa direktor Veselin Nikčević (u daljem tekstu: **Izvršilac**).

Član 1

Predmet ovog ugovora je izrada predmjera i predračuna za radove na adaptaciji saobraćajnice na Macanskoj Poljani i adaptaciji sportskih terena u Žabljaku.

Član 2

Posao iz člana 1 ovog ugovora, Izvršilac će realizovati kao donaciju prema Opštini Žabljak, saglasno obavještenju dostavljenom na e-mail adresu dana 25.01.2024. godine.

Član 3

Obavezuje se Izvršilac da posao iz člana 1 ovog ugovora obavi bez odlaganja, u svemu po pravilima koja važe za ovu vrstu posla.

Obavezuje se Izvršilac da pripremnu dokumentaciju iz člana 1 ovog ugovora dostavi Službi predsjednika, elektronskim putem na e-mail adresu predsjednikzabljak@gmail.com.

Član 4

Obavezuje se Naručilac posla da Izvršiocu pruži sve potrebne informacije i prilikom obilaska terena pruži precizne instrukcije u vezi planiranih radova.

Član 5

Na sva pitanja, koja nijesu regulisana ovim ugovorom, primjenjivaće se odredbe Zakona o obligacionim odnosima.

Član 6

Sve nesporazume u vezi sa ovim ugovorom stranke će nastojati da riješe sporazumom. U slučaju izostanka sporazuma, sporove će rješavati nadležni sud.

Član 7

Ovaj ugovor je sačinjen u 4 istovjetna primjerka od kojih po dva zadržava svaka od ugovornih strana.

Broj: 01-018/24- 155
Žabljak, 26.01.2024. godine

IZVRŠILAC POSLA
„ARHILINE“ DOO
Veselin Nikčević

