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APPENDIX 7

DRAFT COOPERATION AND SUPPORT AGREEMENT

TITLE OF THE CONTRACT: CONTRACT ON ENERGY SERVICE FOR IMPLEMENTATION OF ENERGY EFFICIENCY IMPROVEMENT MEASURES AND SAVINGS IN OPERATING COSTS OF PUBLIC LIGHTING

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Draft Cooperation and Support Agreement

This Cooperation and Support Agreement (hereinafter referred to as: the **Agreement**) was concluded on (enter the date) in (enter the place) between the

Client: _____

Address: _____

Authorized Representative: _____

Official registration number: _____

Tax Identification Number: _____

(Sub) account (of the budget): _____

- Hereinafter referred to as: the **Client**

and

the Electric Power-supply Company/Branch:

Address: _____

Authorized Representative: _____

Official registration number: _____

Tax Identification Number : _____

Relevant account: _____

- Hereinafter referred to as: the **Electric Power-supply Company**

(Hereinafter the Client and the Electric Power-supply Company are jointly referred to as: the **Parties**, and individually: the **Party**)

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Preamble

WHEREAS the Client is preparing [*or: the Client plans to prepare; or the Client has prepared*] the tender documentation based on which it is conducting [*or: is planning to conduct; or: has conducted*] the public procurement procedure for the services of energy savings and corresponding reductions-savings in CO₂ emissions, with the aim to realize savings in operating expenses of the public facility owned by/used by the Client [*please specify basic data on the relevant public facility*] (hereinafter referred to as: the **Contracted Facility**) based on public-private partnership,

WHEREAS, based on the procedures and for the purposes specified above, the Client intends to select [*or: the Client has selected*] the contractor [*or: if the contractor has been selected, specify full business name of the company*], the company providing energy services, which shall undertake provision of the service aimed at energy savings in the Contracted Facility (hereinafter referred to as: the **Contractor**),

WHEREAS the Client is deemed to be a Public Partner, and that the Contractor is deemed to be a Private Partner in compliance with the law governing public-private partnerships and concessions in the Republic of Serbia,

WHEREAS the Contract on Efficient Use of Energy and Savings in Operating Costs of Public Lighting (hereinafter referred to as: the **ESCO Contract**) is awarded to the Contractor in the public procurement procedure in compliance with the rules governing public procurement procedures in the Republic of Serbia, specifically for the requirements of implementing the public-private partnership in compliance with the regulations governing public-private partnerships and concessions in the Republic of Serbia,

WHEREAS an ESCO contract is deemed to be a Public Contract in line with the prevailing law governing public-private partnerships and concessions in the Republic of Serbia, with the primary objective to realize energy savings by implementing Energy Saving Measures (ESMs) and related savings in operating costs of the Contracted Facility, as it shall be stipulated in the ESCO Contract,

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WHEREAS an ESCO project consists of the Preparatory Period, the Implementation Period, and the Guarantee Period; during the Preparatory Period, activities are conducted, such as time planning, obtaining of permits/licences, opinions, and technical requirements required by the Electric Power-supply Company and PUCs, elaboration of the technical documentation and technical review of the technical documentation for ESMS; during the Implementation Period, activities are conducted on the construction of facilities, extension, reconstruction, remodelling, and rehabilitation, as well as fitting/installation and Commissioning of installations, parts thereof and/or equipment and/or software; during the Guarantee Period, ESMS are maintained, and energy and cost savings are supervised, verified, and reports are made on them,

WHEREAS, for the requirements of and as a precondition for the conclusion of the ESCO Contract between the Client and the Contractor, the Client and the Electric Power-supply Company wish to confirm and establish their relationships related to the cooperation and support to be provided by the Electric Power-supply Company to the Client and to the Contractor related to an efficient implementation of the ESCO Contract in line with applicable laws in the Republic of Serbia,

Now therefore, the Client and the Electric Power-supply Company have agreed as follows:

Article 1

The subject matter hereof is cooperation and support between the Parties for the requirements of efficient implementation of the ESCO Contract and the project envisaged by it throughout the term of the ESCO Contract.

Particular stress in this Agreement, which is at the same time one of the reasons for conclusion of this Agreement, is on the specific character of the Public Lighting System in the territory [*enter the name of the relevant municipality*], which is implemented by the Electric Power-supply Company [*enter details on the relevant organizational unit of the Electric Power-supply Company, depending on the case*], which consists of:

- Distribution facilities for public lighting with installed equipment, i.e. units and elements for switching on/off and automatic control, connection of lines of the public lighting grid and units measuring electricity consumption,
- Public lighting grid, which consists of power supply lines for public lighting installations and public lighting panels in substations;
- Public lighting installations consisting of elements of connection point, i.e. elements for service connection to the grid, conductors for connection from the connection point to a luminaire and luminaires with accessories and lamps.

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(Hereinafter referred to as: the **Public Lighting System**).

The Public Lighting System to which this Agreement is related is connected to the following substations:

[enter the substations and their respective addresses]

The Electric Power-supply Company shall, in line with the scope of their powers and in compliance with the prevailing laws and regulations of the Republic of Serbia, fully and timely cooperate and provide support to the Client and to the Contractor for the requirements of and in the course of the entire term of the ESCO Contract, and such cooperation and support shall, *inter alia*, imply the following:

1. During the Preparatory Period, the Electric Power-supply Company and their authorized personnel shall without delay cooperate with the Client and the Contractor:
 - a. By submitting technical requirement for the designing of ESMs,
 - b. By the review of the design of electrical installations submitted by the Contractor,
 - c. By approving the design of electrical installations after amendments (if required by the Electric Power-supply Company);
2. During the Implementation period, the Electric Power-supply Company and their authorized personnel shall without delay cooperate with the Client and the Contractor by:
 - a. Appointing one skilled worker (electrical fitter) charged with the daily communication with the Electric Power-supply Company in compliance with the Instructions for Dispatching Management, for the requirements of handling of equipment in 10(20)/0.4 [kV] substations exclusively related to the Public Lighting System,
 - b. Enabling access to the Public Lighting System facilities to the Client and the Contractor without delay,
 - c. Providing constant supervision over the carrying out of works for sections where the electric power distribution grid is present,
 - d. Submitting work permits based on relevant requests of the Electric Power-supply Company,
 - e. Keeping the daily progress record on engagement of the workers of the Electric Power-supply Company.
3. During the Guarantee Period, the Electric Power-supply Company and their authorized personnel shall without delay cooperate with the Client and the Contractor by:
 - a. Carrying out regular and emergency maintenance of the Public Lighting System in 10(20)/0.4 [kV] substations, after the troubleshooting and provision of the required materials and spare parts by the Contractor,

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- b. Appointing one skilled worker (electrical fitter) charged with the daily communication with the Electric Power-supply Company in compliance with the Instructions for Dispatching Management, for the requirements of handling of equipment in 10(20)/0.4 [kV] substations exclusively related to the Public Lighting System,
- c. Enabling access to the Public Lighting System facilities to the Client and the Contractor without delay,
- d. Allowing the Contractor, without delay, during the Guarantee Period referred to in the ESCO Contract and as stipulated in the same (including the Appendices thereto), to implement energy saving measures in the Public Lighting System, which means to promptly honour any reasonable request of the Contractor and/or of the Client related to the carrying out of any duties by the Electric Power-supply Company on that ground,
- e. As required, providing constant supervision over the carrying out of works for sections where the electric power distribution grid is present,
- f. Submitting work permits based on relevant requests submitted to the Electric Power-supply Company,
- g. Keeping the daily progress record on engagement of the workers of the Electric Power-supply Company.

Article 2

For the requirements of and pursuant to Article 1 hereof, the term “without delay” or “promptly” shall mean response by the Electric Power-supply Company to any reasonable request of the Client or of the Contractor within the shortest possible time, and certainly within 1 (one) working day after the Electric Power-supply Company receives the request from the Client or the Contractor, either in writing or oral one.

Article 3

The Client shall:

1. Notify the Electric Power-supply Company about the selected Contractor and shall submit contact data on the responsible person of the Contractor as well as on the person who shall be in charge of communication with the Electric Power-supply Company on the part of the Contractor;

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2. Appoint the engineer who shall verify the daily progress record on engagement of the workers of the Electric Power-supply Company. Engagement of workers of the Electric Power-supply Company may not be for less than 6 hours per day (from 00:08 to 14:00 hours) except in case of force majeure when such a period may be either longer or shorter, at any rate in compliance with the law governing labour relations;
3. Submit to the Electric Power-supply Company the data on the site manager (name and surname, data on educational background and professional qualifications and the citizen identification number) and on the engineer, no later than within three days as of the conclusion hereof;
4. Meet the following requirements:
 - Obligate the Contractor to comply with the Law on Safety and Health at Work and the Law on Fire Protection of the Republic of Serbia,
 - Submit written certificates of the Electric Power-supply Company evidencing that the workers engaged in the work on the Public Lighting System:
 - a) Are trained for safe work on the jobs of putting up//maintenance of the Public Lighting System and that they possess the required evidence of that,
 - b) Have passed medical check-ups and possess reports issued by the occupational medicine service,
 - c) Have been issued out personal and, for certain jobs, also collective protective devices and equipment;
 - Submit the decision on appointment of the chartered engineer for on site work execution,
 - Take care that the chartered engineer for on site work execution and the personnel of the Contractor contact the responsible person in charge of safety and health at work in the Electric Power-supply Company and to sign the statement evidencing that they are familiarized with threats and protection measures on the jobs of maintenance of public lighting,
 - Notify the Electric Power-supply Company of any changes concerning engaged workers of the Contractor, including the submitting of the specified documentation and shall take care that new workers contact the responsible person in charge of safety and health at work in the Electric Power-supply Company;
5. Obligate the Contractor to regularly pay remuneration to the Electric Power-supply Company based on invoices issued by the Electric Power-supply Company no later than on the 15th day of the current month for the services provided in the pervious month, based on the ESCO Contract;
6. Obligate the Contractor to submit to the Electric Power-supply Company, for the parts of the Public Lighting System on which works are to be carried out, the approval for

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construction and other relevant permits/licences as required, as well as relevant technical documentation prepared on the basis of technical requirements submitted by the Electric Power-supply Company, particularly for the parts of the Public Lighting System where the electricity distribution grid is also present.

Article 4

This Agreement shall come into force when signed by both Parties and shall produce legal effect until the end of the validity period of the ESCO Contract.

Article 5

The law of the Republic of Serbia shall apply, as the governing law, to the rights and obligations of the Parties that are not regulated by this Agreement.

Any dispute that may occur between the Parties related to this Agreement shall be settled amicably. In case the Parties fail to reach an agreement thereon, the dispute shall be settled by the court of jurisdiction of the Republic of Serbia.

Article 6

This Agreement is made in 4 (four) identical counterparts, out of which 2 (two) each shall be retained by each Party.

**For the Client:
Company:**

(Name and surname, function,
stamp and signature of the relevant representative)

For the Electric Power-supply

(Name and surname, function,
stamp and signature of the relevant
representative)