ULCINJ Project Agreement

(Sustainable Tourism Development Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

MUNICIPALITY OF ULCINJ

Dated August 28, 2007
CREDIT NUMBER 4322-MOT

PROJECT AGREEMENT

Agreement dated August 28, 2007, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and MUNICIPALITY OF ULCINJ (“Project Implementing Entity” or “Ulcinj”) (“Ulcinj Project Agreement”) in connection with the Financing Agreement (“Financing Agreement”) of same date between the REPUBLIC OF MONTENEGRO (“Recipient”) and the Association. The Association and Ulcinj hereby agree as follows:

ARTICLE I - GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to the Financing Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Financing Agreement or the General Conditions.

ARTICLE II - PROJECT

2.01. Ulcinj declares its commitment to the objectives of the Project and the Program. To this end, Ulcinj shall carry out Parts 1(b) and 1(e) of the Project (“Respective Part”) in accordance with the provisions of Article IV of the General Conditions, and shall provide promptly as needed, the funds, facilities, services and other resources required for its Respective Part of the Project.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Association and Ulcinj shall otherwise agree, Ulcinj shall carry out its Respective Part of the Project in accordance with the provisions of the Schedule to this Agreement.

ARTICLE III - TERMINATION

3.01. For purposes of Section 8.05 (c) of the General Conditions, the date on which the provisions of this Agreement shall terminate is twenty years after the date of this Agreement.

ARTICLE IV - REPRESENTATIVE; ADDRESSES

4.01. Ulcinj’s Representative is the Mayor of the Municipality of Ulcinj.
4.02. The Association’s Address is:

International Development Association
1818 H Street, NW
Washington, DC 20433
United States of America

Cable: INDEVAS
Telex: 248423(MCI)
Facsimile: 1-202-477-6391

4.03. Ulcinj’s Address is:

Bulevard Gjergj Kastrioti Skenderben
81360 Opsti Ulcinj

Facsimile:
382 85 412 116
AGREED at Podgorica, Republic of Montenegro, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Jan-Peter Olters
Authorized Representative

MUNICIPALITY OF ULCINJ

By /s/ Gzim Hajdinaga
Authorized Representative
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

1. Ulcinj shall be responsible for implementation of Parts 1(b) and 1(e) of the Project, in accordance with the Financing Agreement and the Ulcinj Project Agreement. To that end, the Municipality of Ulcinj shall maintain adequate staff for implementation of the Project with terms of reference acceptable to the Association.

2. Ulcinj shall carry out the Project in accordance with the Environmental Management Plan referenced in Section V.B.1(c) of Schedule 2 to the Financing Agreement, the Resettlement Policy Framework, the Program, and the Memorandum of Understanding.

Section II. Project Monitoring, Reporting and Evaluation

1. Ulcinj shall monitor and evaluate the progress of its Respective Part of the Project and prepare Project Reports for its Respective Part of the Project in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators agreed with the Association. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Recipient not later than two weeks after the end of the period covered by such report for incorporation and forwarding by the Recipient to the Association of the overall Project Report.

2. Ulcinj shall provide to the Recipient not later than February 28, 2012, for incorporation in the report referred to in Section 4.08 (c) of the General Conditions all such information as the Recipient or the Association shall reasonably request for the purposes of such Section.