REIMBURSABLE ADVISORY SERVICES AGREEMENT

between

MINISTRY OF INFRASTRUCTURE AND DEVELOPMENT
OF THE REPUBLIC OF POLAND

and the

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated September 30, 2015
AGREEMENT FOR REIMBURSABLE ADVISORY SERVICES

AGREEMENT dated the 30 day of SEPTEMBER, 2015, between the Ministry of Infrastructure and Development of the Republic of Poland (the “Client”) and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the “Bank”) (jointly referred to as “the Parties”).

WHEREAS, the Client has requested the Bank to provide to the Client reimbursable advisory services (the “Reimbursable Advisory Services” or “RAS”) described in the Schedule to this Agreement to prepare and present a report with international good practices on construction permitting regulations to guide the Client’s reform efforts;

NOW, therefore, the Parties hereto agree as follows:

1. **Reimbursable Advisory Services.** The Bank shall provide to the Client the services (“Reimbursable Advisory Services” or “RAS”) described in the Schedule to this Agreement, on the terms and conditions set out in this Agreement, including the Annex hereto, which constitutes an integral part hereof.

2. **Client Contacts.** In carrying out the Reimbursable Advisory Services, the Bank will work closely with the designated officers of the Client. The Client will provide the Bank with the names and contact information for said designated officers.

3. **Timing.** While the Bank undertakes to mobilize all reasonable means available to it to carry out the Reimbursable Advisory Services in a timely manner, the work program and timetable set out in the Schedule to this Agreement have been prepared in good faith based in light of information currently available to the Bank, and are given on an indicative basis assuming that: (i) the Client and its personnel will carry out their respective duties in a satisfactory and timely manner; and (ii) the Client will at all times act in a timely manner in providing information, making decisions and providing necessary support as provided herein and as requested from time to time by the Bank.

4. **Payment**
   (a) The Client shall pay the Bank a fixed fee of five hundred thousand Polish Zloty (PLN 500,000) in accordance with the following schedule of payment:

<table>
<thead>
<tr>
<th>Amount of Installment</th>
<th>Event upon which Payment is Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLN 150,000</td>
<td>Upon the delivery of output 1 set forth in the table in Section B of the Schedule to this Agreement.</td>
</tr>
</tbody>
</table>
2. PLN 350,000
Upon the delivery and the Client’s approval of output 3
set forth in the table in Section B of the Schedule to this
Agreement.

(b) All payments to the Bank hereunder shall be made in full when due, within 21
days after submission of an invoice by the Bank. Payment shall be made, in Polish Zloty,
in immediately available funds, without any deductions whatsoever for taxes, duties,
charges or other withholdings, and notwithstanding any pending dispute between the
Parties, to such account as the Bank may from time to time designate in writing.

5. **Effectiveness.** This Agreement shall become effective as of the day and year first
above written, once it has been duly signed by both Parties.

6. **Expiration.** This Agreement shall expire on the day falling six months after the
date of this Agreement unless it shall earlier be renewed with the mutual agreement of the
Client and the Bank.

7. **Termination.** Either the Client or the Bank may terminate this Agreement prior to
its expiration upon ninety (90) days’ written notice to the other. Upon receipt of such
notice, the Parties shall take all appropriate steps to terminate in an orderly manner the
activities then ongoing under the Reimbursable Advisory Services and to settle promptly
all outstanding matters.

8. **Cooperation.**
(a) The Client shall at all times provide the Bank in a timely manner with any and
all the Client’s information that may affect the performance of the Reimbursable Advisory
Services, inform the Bank of any developments relating to the Reimbursable Advisory
Services, and do all things necessary to enable Bank Personnel to carry out the
Reimbursable Advisory Services hereunder.

(b) It is expressly agreed and understood that the Bank shall bear no responsibility
for delay in performance occasioned by the Client’s failure to provide its contribution as
set forth in Section D of the Schedule or otherwise cooperate as set forth in paragraph (a)
above.

9. **Notices and Addresses.**
(a) All notices required or permitted to be given pursuant to this agreement shall
be in writing and shall be deemed to have been duly given or made when delivered by
hand, mail, or facsimile to the signatories to this Agreement at their addresses as set out
below or such other addresses as may be notified by either party from time to time. Notices
forwarded by registered mail shall be deemed to be delivered upon delivery. Notices made
by facsimile transmission shall also be confirmed by mail, with their effective date being
the date of initial transmission.
(b) The following addresses are specified for the purposes of this Agreement:

For the Client:

Ministry of Infrastructure and Development  
ul. Wspólna 2/4  
00-926 Warsaw  
Poland

Phone: +48 22 273 81 01  
Fax: +48 22 273 89 21

For the Bank:

The World Bank  
1818 H Street, NW  
Washington, DC 20433  
USA

Phone: (202) 477-1234  
Fax: (202) 477-6391

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as of the day and year first above written.

MINISTRY OF INFRASTRUCTURE  
AND DEVELOPMENT OF THE  
REPUBLIC OF POLAND

By:  
Authorized Representative

Name: ZASTĘPCA DYREKTORA  
Kierujący Departamentem Budownictwa

Title: ___

Ioanna Demediuk

INTERNATIONAL BANK FOR  
RECONSTRUCTION AND  
DEVELOPMENT

By:  
Authorized Representative

Name: MARINA WES

Title: COUNTRY MANAGER
SCHEDULE

Description of the Reimbursable Advisory Services

A. **Reimbursable Advisory Services.**

Except as the Client and the Bank may otherwise agree, the Reimbursable Advisory Services shall include the following activities and outputs:

(1) Activities:

Reviewing and providing recommendations to the Client on international best practices for:

(i) improving the quality of construction regulations, including the process for the update of technical standards;

(ii) ensuring the consistent application of regulations across subnational entities within the Client’s territory;

(iii) improving the efficiency within the building authorities’ organizational structure; and

(iv) improving the efficiency of the building approval processes.

(2) Outputs:

(i) A report, in Polish and English, identifying the best practices for the topics identified in Sections A(1)(i) through A(1)(iv) of this Schedule.

(ii) A knowledge exchange visit to the Republic of Austria and a knowledge exchange visit to the United Kingdom of Great Britain and Northern Ireland, to review their construction permitting systems.

It is expressly agreed and understood that the Bank shall not be responsible for financing the travel costs of the Client’s officials participating in the knowledge exchange visits.

Any change to the foregoing scope of work shall be set out in a writing signed by the Client and the Bank, setting out the additional work to be undertaken and the fees in respect thereof.

B. **Timetable.**

Except as the Client and the Bank may otherwise agree, the Bank shall endeavor to perform the Reimbursable Advisory Services in accordance with the following tentative timetable:
<table>
<thead>
<tr>
<th>No.</th>
<th>Output</th>
<th>Due date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>First knowledge exchange visit set forth in Section (A)(2)(ii) of this Schedule</td>
<td>October 2015</td>
</tr>
<tr>
<td>2</td>
<td>Second knowledge exchange visit set forth in Section (A)(2)(ii) of this Schedule</td>
<td>November 2015</td>
</tr>
<tr>
<td>3</td>
<td>Report, in Polish and English, with construction permitting international best practices set forth in Section (A)(2)(i) of this Schedule</td>
<td>December 10, 2015</td>
</tr>
</tbody>
</table>

C. **Bank Personnel.** The following is an indicative list of the persons likely to be involved in carrying out the Reimbursable Advisory Services:

Alejandro Espinosa-Wang, Private Sector Development Specialist
Ewa Joanna Korczyce, Country Economist
Thomas Mouliier, Senior Private Sector Development Specialist
Leszek Pawel Kasek, Senior Economist
Grzegorz Aleksander Wolszczak, Consultant

D. **Counterparts and Facilities.** The Client shall carry out the following activities in support of the Reimbursable Advisory Services:

(1) Financing the costs associated with the participation of the Client’s officials in the knowledge exchange visits set forth as outputs 1 and 2 in the table in Section B of this Schedule (including, *inter alia*, travel costs, accommodation, catering, and per diem).

(2) The Client will have five (5) working days to review the report set forth as output 3 in the table in Section B of this Schedule, after which time the deliverable shall be considered accepted by the Client, unless the Client provides comments to the Bank. If comments are communicated by the Client, the Bank will have five (5) working days to submit a modified deliverable and/or provide comments and clarifications. The Client will then have five (5) additional working days to review the revised deliverable and accept the deliverable.

E. **Records.** The Bank shall keep appropriate records of the Reimbursable Advisory Services in accordance with its normal record-keeping practices and shall furnish to the Client such information regarding the Reimbursable Advisory Services as the Client shall reasonably request.
ANNEX
STANDARD TERMS AND CONDITIONS

1. **Performance Standard; Non-Exclusivity.** The Bank hereby shall carry out the Reimbursable Advisory Services with the same care and diligence as it uses in its other analytical and advisory activities. The engagement of the Bank as adviser to the Client hereunder is non-exclusive and shall not restrict the Client from engaging other advisers on the same or related issues.

2. **Bank Personnel.** The Bank shall, in its sole discretion, determine the composition of the staff (including staff holding consultant appointments) ("Bank Personnel") assigned to perform the Reimbursable Advisory Services. The Schedule to this Agreement contains an indicative list of Bank Personnel likely to be involved in carrying out the Reimbursable Advisory Services; provided, however, that the Bank retains at all times the right to assign such other person or persons in addition to, or substitution for, any of the persons appearing on that list as the Bank may deem necessary or appropriate in the performance of its duties hereunder. The Client may, if it has reasonable cause for dissatisfaction with the performance of any of the Bank Personnel, request the Bank to replace such person(s). For avoidance of doubt, it is agreed and understood that this Agreement does not create any employment or other contractual relationship between the Client and Bank Personnel.

3. **Client Contributions.** The Client shall carry out the activities and provide the facilities and other arrangements set out in the Schedule to this Agreement.

4. **Bank Operational Policies.** The Bank shall provide its advice in a manner consistent with its relevant environmental and social safeguards policies.

5. **Confidentiality.** The Parties agree that this Agreement and the outputs set out in the Schedule to this Agreement shall only be made available to the public after the Client has given its written consent to such disclosure. For this purpose, the Client hereby authorizes the Bank to publicly disclose this Agreement and the outputs set out in the Schedule to this Agreement in their final form. With respect to underlying information provided by the Client in support of the Reimbursable Advisory Services, the Client reserves the right to designate said information as confidential. The Bank may publicly disclose such information only after the Client has given its prior consent. With respect to underlying information (other than the final outputs) provided by the Bank in support of the Reimbursable Advisory Services, the Bank reserves the right to designate said information as confidential. The Client may publicly disclose such information only after the Bank has given its prior consent.

6. **Intellectual Property.** The intellectual property rights of the Parties in any of its pre-existing data or documents used by the Bank in connection with the Reimbursable Advisory Services shall remain with that Party. The intellectual property rights in new materials prepared by the Bank in connection with the Reimbursable Advisory Services shall remain with the Bank.
shall belong to the Client; provided, however, that the Bank shall have the global, non-exclusive, perpetual (for the duration of the copyright), fully sub-licensable and royalty-free right to use, copy, display, distribute, publish and create derivative works of all or part of these materials and incorporate the information therein in its research, papers, publications, web sites, and other media without the consent of the Client, subject to the limitations on disclosure of confidential information and any third party rights, as indicated in paragraph 5, Confidentiality, of this Annex 1.

7. Representation of the Bank's views and use of the Bank's name, marks and logo.

(a) The Client agrees that it shall not represent, or permit the representation of, the Bank's views without the prior written consent of the Bank.

(b) The Client further agrees that it shall not use, or permit the use of the Bank's name, marks or logos in any advertisements, promotional literature or information without the prior written consent of the Bank, and that if such consent is provided that it shall use the name, marks and logos strictly in accordance with the permission provided and with the insertion of the Bank's usual disclaimers.

(c) Both Parties shall include the appropriate attribution and disclaimers in new materials prepared in connection with the Reimbursable Advisory Services.

8. Disclaimers and Liabilities.

(a) While the Bank will make diligent efforts in its performance of the Reimbursable Advisory Services, the Bank makes no express or implied representation or warranty as to the extent of success that may be achieved in the implementation of any recommendation contained in any work product prepared by or with the assistance of the Bank or Bank Personnel.

(b) Without limitation to the immunities and privileges of the Bank under its Articles of Agreement and other applicable rules of law, the Bank shall not be liable to the Client or other third party for any loss, cost, damage or liability that the Client shall incur as a result of the Reimbursable Advisory Services, unless those resulting from the gross negligence or willful misconduct of the Bank or Bank Personnel. Notwithstanding anything herein, the Bank's liability, if any, to the Client hereunder shall not extend to any indirect, punitive or consequential damage, loss of profit or loss of opportunity, nor shall it exceed the amount of the professional fees received by the Bank for its account under this Agreement.

(c) The Parties acknowledge and agree that it is not the purpose of this Agreement to create a partnership, joint venture or similar arrangement whereby the Parties could be held jointly liable vis-a-vis third Parties or for any other purposes. Nothing herein shall constitute a commitment by the Bank to provide financing to the Client in respect of the Project or otherwise.
9. **Governing Law.** This Agreement is governed by, and shall be construed in accordance with, the laws of England.

10. **Settlement of Disputes.**
   (a) The parties hereto will endeavor in good faith to resolve any differences and disputes under, or in connection with, this Agreement by amicable settlement. Any dispute arising out of or in connection with this Agreement which is not settled by agreement of the Parties shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force on the date of this Agreement. In the event of a conflict between the UNCITRAL Arbitration Rules and the terms of this Agreement, the terms of this Agreement shall govern. The place of arbitration shall be Brussels, and the language of arbitration shall be English.

   (b) Neither the Client nor the Bank shall be entitled in any proceeding under paragraph (a) of this Section to assert any claim that any provision of these Standard Conditions or of the RAS Agreement is invalid or unenforceable because of any provision of the Bank’s Articles of Agreement.

11. **Privileges and Immunities; Tax Immunity.** The Client recognizes and shall take all reasonable steps to give effect to the status, immunities and privileges of the Bank and its Personnel set forth in the Bank’s Articles of Agreement and other applicable rules of law. The Parties acknowledge and agree that no provision of this Agreement, nor the submission to arbitration by the Bank, in any way constitutes or implies a waiver, renunciation, termination, or modification by the Bank of any privilege, immunity or exemption of the Bank granted in the Bank’s Articles of Agreement and other applicable rules of law. This includes, inter alia, the immunity of the Bank, its assets, income and its operations and transactions, from all taxation and customs duties.

12. **Amendments.** Any amendment or waiver of, or any consent given under, any provision of this Agreement shall be in writing and, in the case of an amendment, signed by the Parties.

13. **Saving of Rights.** No course of dealing and no failure or delay by any party hereto in exercising any power, remedy, discretion, authority or other right under this Agreement shall impair, or be construed to be a waiver of or an acquiescence in, that or any other power, remedy, discretion, authority or right under this Agreement, or in any manner preclude its additional or future exercise.

14. **Successors and Assignees; No Assignment without Consent.** This Agreement binds and benefits the respective successors and assignees of the Parties, provided that none of them may assign this Agreement in whole or in part without the prior consent of the other.
15. **Entire Agreement and Counterparts.**

(a) This Agreement, together with its Schedule, constitutes the entire agreement among the Parties hereto and supersedes any and all prior agreements, understandings and arrangements, oral or written, between the Parties with respect to the subject matter hereof.

(b) This Agreement may be executed in several counterparts, each of which is an original, but all of which constitute the same agreement.

(c) This Agreement has also been prepared in the Polish language at the request of the Client, however, only the English version of the Agreement shall be legally binding.

16. **Termination.** Notwithstanding termination or expiration of this Agreement, the provisions of this Agreement relating to (i) obligation of confidentiality under Section 5 of this Annex, (ii) the obligations spelled out in Sections 6 on Intellectual Property and 11 on Privileges and Immunities of this Annex; and (iii) the obligation of the Client to pay to the Bank remuneration for the Reimbursable Advisory Services performed prior to the date of termination or expiration of the Agreement, as well as reimbursement of any reasonable costs related to the termination of the Agreement by the Client, shall continue in full force and effect.