REIMBURSABLE ADVISORY SERVICES AGREEMENT

Between the

STATE TREASURY REPRESENTED BY THE GENERAL DIRECTOR OF NATIONAL ROADS AND MOTORWAYS

and the

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated 26.11.2015
AGREEMENT FOR REIMBURSABLE ADVISORY SERVICES

AGREEMENT dated the 26th day of November, 2015, between the STATE TREASURY REPRESENTED BY THE GENERAL DIRECTOR OF NATIONAL ROADS AND MOTORWAYS (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 review the Client’s road safety management system on national roads in the context of the National Road Safety Program (NRSP).

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 officials of the Client. The Client will provide the Bank with the names and contact information for designated officials.

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 activities to be carried out and the timetable set out in the Schedule to this Agreement have been prepared in good faith based on 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 one hundred and forty thousand US Dollars (US$ 140,000) 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>$20,000</td>
<td>upon delivery by the Bank and approval by the Client of output 1 as set forth on the table in Section B of the Schedule to this Agreement</td>
</tr>
<tr>
<td>$120,000</td>
<td>upon delivery by the Bank and approval by the Client of deliverable 8 as set forth on the table in Section B of the Schedule to this Agreement</td>
</tr>
</tbody>
</table>

(b) All payments to the Bank hereunder shall be made in full when due, upon submission of an invoice by the Bank. Payment shall be made, in United States Dollars, 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 March 31, 2016 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 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 or
by 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:

General Directorate of National Roads and Motorways
ul. Wronia 53
00-874 Warsaw
Poland
Phone: +48-22-375 86 04
Fax: +48-22-375 87 63

For the Bank:

The World Bank
Warsaw Office
ul. Emilli Plater 53
00-113 Warszawa
Telefon: +48-22-520-80-00
Fax: +48-22-520-80-01

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 indicated below.

STATE TREASURY - GENERAL DIRECTOR OF NATIONAL ROADS AND MOTORWAYS

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: Authorized Representative

Date: 26.11.2015

By: Authorized Representative

Date: 26.11.2015
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 consist of the following activities:

1. Activities

Stage 1 – Inception

1. Assisting the Client through the carrying out of a general analysis and the preparation of general observations, to be verified and expanded by the Bank Personnel during Stage 2, on the Client’s road safety management, through:

   (a) the identification of key regulations related to infrastructure safety management by the Client;
   (b) the definition of the role and importance of road safety issues in the strategy and programs implemented by the Client and the definitions used by the Client for tasks classified as road safety improving tasks;
   (c) the assessment of key programs, business processes and procedures related to infrastructure safety management by the Client;
   (d) the assessment of the general division of responsibilities and competences of the key Client units involved in infrastructure safety management by the Client;
   (e) the identification of the general principles and key monitoring methods concerning measures and expenditures related to the Client’s road infrastructure safety; and
   (f) the review of cooperation arrangements in place between the Client and other key partners involved in road safety.

Stage 2 – Review

1. Conducting an in-depth analysis and verification of the observations prepared under Stage 1, through:

   (a) the collection and presentation of examples of key aspects of national roads infrastructure safety management in at least four selected countries (to be agreed with the Client during the initial stage of the RAS implementation);
   (b) the formulation of a selection of systemic and organizational conclusions based on the international experiences in infrastructure safety management that may be relevant for the solutions applied by the Client;
   (c) the identification and review of the Client’s perception of its role and importance of road safety issues in the strategy and programs implemented by the Client and
the definitions used by the Client in relation to tasks classified as improving road safety;
(d) the review and analysis of currently effective and planned regulations and formal requirements imposed to the Client in the area of road safety management by the EU, national and internal Client legal acts and regulations;
(e) the review and analysis of the current division of roles and responsibilities between key organizational units of the Client as concerns road safety, defining the overlapping or missing functions;
(f) the review and analysis of the current division of responsibilities between the Client’s headquarters and branches based on the visits in at least 4 Client branches;
(g) the review of reasonability and assumptions of the programs and other important activities dedicated to road safety implemented by the Client;
(h) the review of principles and practices related to the methods of monitoring and reporting the measures and expenditures on road infrastructure safety by the Client; and
(i) the review of cooperation arrangements in place between the Client and other key partners involved in road safety, including cooperation arrangements related to the implementation of the National Road Safety Program 2013-2020, and to activities promoting use of innovative solutions related to infrastructure safety and cooperation with research and academic communities in that area;

2. Elaborating recommendations concerning road safety management improvements by the Client, including:
(a) suggestions for improvements in the approach to road safety and road safety management by the Client, and in the cooperation between the key Client units involved and between the Client and key external partners in that area;
(b) general suggestions for changes in the legal framework governing road infrastructure safety in Poland and other formal aspects regulating road safety issues by the Client;
(c) proposal for improvements in the activities and operational practices related to national roads safety improvements by the Client and other aspects of road safety management by the Client.

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>Output</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Stage 1</strong></td>
<td></td>
</tr>
<tr>
<td>1. Draft Inception Report summarizing high level screening of the Client’s road safety management status</td>
<td>Four (4) weeks after the</td>
</tr>
</tbody>
</table>
2. Presentation and consultation meeting on output 1.

3. Final Inception Report: summarizing high level screening of the Client’s road safety management status as a result of the activities performed under stage 1

Stage 2

4. Initial Report on international practices in road infrastructure safety management

5. Presentation and consultation meeting on output 4.

6. Initial Report from review of road safety management by the Client (excluding international practices)

7. Presentation and consultation meeting on the Report on the international practices in road infrastructure safety management

8. Final Report from review of road safety management by the Client, including also the final summary of the international practices in road infrastructure safety management and conclusions for the Client
C. **Bank Personnel.**

The Bank shall be responsible for determining the appropriate composition of its Personnel needed to carry out the Reimbursable Advisory Services, including among others, experts in road safety institutional framework, planning, monitoring and implementation, and education.

D. **Counterparts and Facilities.**

The Client shall carry out the following activities in support of the Reimbursable Advisory Services:

(a) The Client shall coordinate meetings at the Client’s premises, enabling contacts with relevant Client units and other stakeholders necessary for the proper implementation of the Agreement and sending letters credentials / letters to the entities necessary for the proper implementation of the Agreement.

(c) The Client shall have 10 business days after submission of an output referred to in the Schedule to this Agreement by the Bank to provide comments to the Bank, after which time it is considered accepted. The Bank agrees to respond to any comments on such outputs received by the Recipient within 10 business days.

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 belong to the Client; *provided, however*, that the Bank shall have the global, non-exclusive, perpetual (for the duration of the copyright), 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.

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.

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. 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) the obligation of confidentiality under Sections 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.