REIMBURSABLE ADVISORY SERVICES AGREEMENT

between

THE POLISH STATE TREASURY, ACTING THROUGH THE MINISTER OF ENTREPRENEURSHIP AND TECHNOLOGY OF THE REPUBLIC OF POLAND FOR THE MINISTRY OF ENTREPRENEURSHIP AND TECHNOLOGY OF THE REPUBLIC OF POLAND

and the

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
AGREEMENT FOR REIMBURSABLE ADVISORY SERVICES

AGREEMENT dated as of the Signature Date (as defined in Section 18 of the Annex to this Agreement), between the POLISH STATE TREASURY, ACTING THROUGH THE MINISTER OF ENTREPRENEURSHIP AND TECHNOLOGY OF THE REPUBLIC OF POLAND FOR THE MINISTRY OF ENTREPRENEURSHIP AND TECHNOLOGY OF THE REPUBLIC OF POLAND (the “Client”) and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the “Bank”) (jointly referred to as “the Parties” and each of them a “Party”).

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 assist the Government of Poland in improving the business environment, particularly, to promote an enabling climate for firms and investments;

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 Schedule and Annex hereto, which constitute an integral part hereof.

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

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 shall carry out their respective duties in a satisfactory and timely manner; and (ii) the Client shall 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 nine hundred fifty three thousand zlotys (PLN953,000) in accordance with the following schedule of payment:
<table>
<thead>
<tr>
<th>Amount in Polish zlotys</th>
<th>Event upon which Payment is Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st payment 238,250</td>
<td>Upon delivery and approval of the output 1 described in the Schedule to this Agreement</td>
</tr>
<tr>
<td>2nd payment 714,750</td>
<td>Upon delivery and full approval of the outputs 2 and 3, described in the Schedule to this Agreement</td>
</tr>
</tbody>
</table>

(b) Each product submitted by the Bank to the Client (presented in the table above) shall be accepted without objections by the Client unless the Client asks for modifications within 15 working days from its delivery. In case of a modification request submitted by the Client, the Bank will have 15 working days to present the modified version of the product. After this, the Client will have 15 days to accept the modified product or ask for additional modifications. Both acceptance of deliverable and submission of modification by the Client should be done in written form. All Outputs shall be submitted to the Client in English and translated into Polish. The Polish translation of the final approved outputs shall be submitted within a maximum of 21 calendar days following the English version as described in Section B Timetable of the Schedule to this Agreement.

(c) 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 zlotys 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 Signature Date, once it has been duly signed by both Parties.

6. **Expiration.** This Agreement shall expire on June 30, 2020 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 to this Agreement or otherwise cooperate as set forth in paragraph (a) above.

9. **Addresses.** For purposes of Section 17 of the Annex to this Agreement:

(a) the Client’s address is: Tomasz Chróstny, Director of Economic Analyses Department, Ministry of Entrepreneurship and Technology, Pl. Trzech Krzyży 3/5, 00-507 Warsaw, Poland and

(b) the Client’s Electronic Address is:

Fax: +482629144
E-mail: Tomasz.Chrostny@mpit.gov.pl
sekretariatDAG@mpit.gov.pl

(c) the Bank’s address is:

The World Bank, Country Office in Poland
Warsaw Financial Center, 53 Emilii Plater Street, 00-113 Warsaw, Poland
Tel: +48-22-520-80-00

; and

(d) the Bank’s Electronic Address is:

Fax: +48-22-520-80-01
E-mail: ihamel@ifc.org
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 Signature Date.

MINISTER OF ENTREPRENEURSHIP AND TECHNOLOGY OF THE REPUBLIC OF POLAND

By: JADWIGA EMILEWICZ
Name: Jadwiga Emilewicz
Title: 
Date: 20.08.2019

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: CARLOS PINERMA
Name: Carlos Pinerma
Title: 
Date: 22.08.2019
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:

Component 1 - Doing Business Reform Roadmap

The Bank will prepare a reform roadmap (Doing Business Reform Memorandum) covering the key Doing Business indicators, including providing a set of short and medium-to-long term policy and administrative reform recommendations to facilitate the improvement of business environment in Poland. The recommendations will be based on Poland’s results in the Doing Business 2019 report, global regulatory trends and practices, interviews with key public and private sector stakeholders in Poland as well as relevant analytical work.

The memorandum will draw on principles laid out by additional assessments and global regulatory trends and practices with emphasis placed on implementing key reforms to improve the investment climate in Poland. The memorandum will also identify reform actions to be addressed in line with international best practices.

The following are the Doing Business indicators to be covered by the memorandum:

a) Starting a Business: The reform memorandum will identify opportunities to ease business entry and operation with a focus primarily on small and medium domestic firms by reducing complexity and cost of regulatory processes and increasing transparency (e.g. by streamlining registration and licensing procedures). The memorandum will: 1) evaluate the efficiency of the National Court Register; 2) identify possible administrative improvements; 3) provide examples of online business registry platforms from global best performers in business start-up.

b) Dealing with Construction Permits: The reform memorandum will: 1) evaluate the overall building permits regime in Warsaw; 2) identify opportunities to improve the efficiency of the construction permitting process by streamlining procedures and bringing them in line with global good practices; 3) put forward recommendations for improving the system for building quality control - including the quality control of building sites before, during, and after construction; 3) identify opportunities to improve the liability and insurance regimes for building projects, and; 4) provide recommendations aiming to improve the professional qualifications
requirements of officials responsible for the verification of building plans and supervision of building sites.

c) **Getting electricity:** The reform memorandum will: 1) identify opportunities to improve the process for providing new electricity connections by streamlining procedures and reducing the time and cost for entrepreneurs; 2) provide recommendations on how to improve the reliability of supply and transparency of tariffs.

d) **Registering Property:** The reform memorandum will: 1) identify opportunities to improve the efficiencies of the property transfer process by streamlining procedures and bringing them in line with global good practices; 2) provide reform recommendations on how to improve the overall quality of land administration, including specific measures targeting the reliability of the land administration infrastructure, the transparency of information provided by the property registry and the Land and Mortgage Registry, the extent of geographic coverage of the property registry and the Office of Architecture and Spatial Planning, and the system for land dispute resolution.

e) **Getting Credit:** The reform memorandum will provide recommendations on how to strengthen the regulatory and institutional framework aimed at increasing access to credit through strong secured transactions and credit information sharing systems.

f) **Protecting Minority Investors:** The reform memorandum will evaluate Poland’s overall corporate governance framework with a focus on the extent of protection of shareholders against self-dealing, or the use of corporate assets by company insiders for personal gain. It will provide recommendations on how to improve: 1) the regulation of related-party transactions; 2) shareholder access to judicial redress; 3) the protection of minority shareholders against conflict of interest through related-party transactions; 4) shareholders’ rights in corporate governance.

g) **Paying Taxes:** The reform memorandum will: 1) examine the taxes and mandatory contributions that a medium-size company must pay in a given year, as well as the time it takes to meet these obligations; 2) evaluate the post-filing processes and specifically the process of going through an audit on the Corporate Income Tax (CIT) due to underpayment (notification of the unintentional CIT error; payment of interest and/or penalty fees; whether an unintentional error in a CIT return trigger an audit; the time and document preparation related to the audit), the process of obtaining the Value Added Tax refund related to a large capital purchase (the time and document preparation related to obtaining the refund and payment of
interest), and the process of going through an administrative Tax appeal (independence from the auditor; payment of interest and/or penalty fees).

h) **Enforcing Contracts:** The reform memorandum will evaluate the process for resolving a commercial dispute through a local first-instance court and the quality of the judicial processes. Specifically, the memorandum will: 1) evaluate whether Poland has adopted good practices that promote quality and efficiency in the court system, focusing on court automation, case management, and alternative dispute resolution; 2) provide reform recommendations to improve the process for commercial dispute resolution based on global best practices.

i) **Resolving Insolvency:** The reform memorandum will: 1) analyze the time, cost and outcome of insolvency proceedings involving domestic entities; 2) evaluate the strength of the legal framework applicable to judicial liquidation focusing on the legislation and practice of commencement and reorganization proceedings, the management of the debtors’ assets, and the extent of creditor participation in the insolvency proceedings; 3) provide reform recommendations for each of these areas in line with global best practice.

j) **Assessment of the legal framework:** The Bank will carry out an assessment of the legal framework applicable in all topics covered in paragraphs (a) to (i) above, including a review of the relevant laws and regulations in these sectors. The Bank will propose specific recommendations to the Client for its amendment of the legislation and regulations.

**Component 2 – Support with the Institutional Set up for Reform**

The Bank will provide support to the Government of Poland to organize reforms efforts across different government agencies, in order to strengthen public-private dialogue. To this end, the Bank will:

(i) Support the Government of Poland in its establishment of a strong institutional mechanism (based on global good practice) that will allow the effective design, implementation and monitoring of reforms based of existing models with a proven track record of successful reforms. The Bank will share the specifics of a range of such models, the pros and cons of each and will support the authorities in its selection of a proposed model; The Bank will deliver a presentation outlining options for the institutional set up for reform in Poland; and

(ii) Provide hands on consultations to the client to facilitate their use of key success factors needed for effective reform implementation.
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>Outputs</th>
<th>Preliminary Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Inception Report</td>
<td>October 2019</td>
</tr>
<tr>
<td>2. Presentation on a proposed Institutional Set up for Reform</td>
<td>December 2019</td>
</tr>
<tr>
<td>3. Doing Business Reform Proposed Roadmap</td>
<td>December 2019</td>
</tr>
</tbody>
</table>

The preliminary timetable may be updated in writing through an exchange of letters without the need to amend this Agreement.

C. **Bank Personnel.** The Bank will be responsible for determining the appropriate composition of teams needed to fulfill the Advisory Services drawing on the expertise of the World Bank Group staff with extensive experience and the highest level of professionalism in: global business regulatory reform.

The following is an indicative list of categories of Bank Personnel likely to be involved in carrying out the Reimbursable Advisory Services: senior economists, senior specialists, and lawyers.

D. **Counterparts and Facilities.** The Parties shall provide the following facilities in support of the Reimbursable Advisory Services:

(a) The Client shall provide the Bank Personnel with necessary organizational support in the Client’s facilities for the Reimbursable Advisory Services.

(b) The Bank will provide all written outputs in English.

(c) The Bank will provide the Polish translation of the final version of the written outputs within 21 calendar days of the submission by the Bank of the written outputs in English.

(d) The Bank will assist the Client with the dissemination process, consisting of participation in seminars and conferences and other discussions with interested parties. With regard to any seminars or conferences, the Bank will be responsible for the travel costs and payment for Bank Personnel only; the Client will provide the venue(s). The Bank will not reimburse the expenses of participants other than its personnel.
(d) In order to carry out the work in the efficient manner, both the Client and the Bank will appoint persons acting as project coordinators.

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. As such, the Bank shall maintain appropriate records for a period of seven years after the end of the Bank’s fiscal year to which the record pertains.
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.

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1 Insert this sentence only if the Client agrees to publicly disclosing the Agreement and/or the final outputs.
6. **Intellectual Property.** The intellectual property rights of each Party 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 Section 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 Services.

8. **Disclaimers and Liabilities**

(a) While the Bank shall 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.

(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 a project or otherwise.
9. **Enforceability.** The rights and obligations of the Bank and the Client under this Agreement shall be valid and enforceable in accordance with their terms notwithstanding the law of any state or political subdivision thereof to the contrary.

10. **Settlement of Disputes.** (a) The Parties hereto shall endeavor in good faith to resolve any differences or 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 Signature Date. In the event of a conflict between the UNCITRAL Arbitration Rules and the terms of this Agreement, the terms of this Agreement shall govern.

(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.** (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 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.

17. **Execution of this Agreement; Notices and Requests.** (a) This Agreement may be executed in several counterparts, each of which is an original, but all of which constitute the same agreement. If executed by Electronic Means, this Agreement is an original.

(b) Any notice or request required or permitted to be given pursuant to this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when delivered by hand, by mail, or Electronic Means, to the Party to which it is to be given or made at such Party’s address or Electronic Address, set out in Section 9 of this Agreement, or at such other address or Electronic Address as such Party shall have designated by notice to the Party giving such notice or making such request. Notices delivered by Electronic Means shall be deemed dispatched by the sender from its Electronic Address when it leaves the Electronic Communications System of the sender and shall be deemed received by the other Party at its Electronic Address when such notice or request becomes capable of being retrieved in machine readable format by the Electronic Communications System of the receiving Party.

(c) Electronic Documents shall have the same legal force and effect as information contained in this Agreement or a notice under this Agreement not executed or transmitted by Electronic Means.

18. **Definitions**

(a) “Electronic Address” means the designation of an address that uniquely identifies a person within a defined Electronic Communications System for purposes of authenticating the dispatch and receipt of Electronic Documents.

(b) “Electronic Communications System” means the collection of computers, servers, systems, equipment, network elements and other hardware and
software used for the purposes of generating, sending, receiving or storing or otherwise processing Electronic Documents], acceptable to the Bank and in accordance with any such additional instructions as the Bank may specify from time to time to the Client.

(c) "Electronic Document" means information contained in this Agreement or a notice under this Agreement that is transmitted by Electronic Means.

(d) "Electronic Means" means the generation, sending, receiving, storing or otherwise processing of an Electronic Document by electronic, magnetic, optical or similar means, including, but not limited to, electronic data interchange, electronic mail, telegram, telex or telecopy, acceptable to the Bank.

(e) "Signature Date" means the later of the two dates on which the Client and the Bank signed this Agreement.