

**OFFICIAL
DOCUMENTS**

LOAN NUMBER 8524-PL

Loan Agreement

(Odra Vistula Flood Management Project)

between

REPUBLIC OF POLAND

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

Dated *September 10, 2015*

LOAN AGREEMENT

Agreement dated September 10, 2015, between REPUBLIC OF POLAND ("Borrower") and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank").

WHEREAS the Borrower intends to contract from the Council of Europe Development Bank (Co-financier CEB) a loan in an amount equal to three hundred million Euro (€300,000,000) (the CEB Cofinancing) to assist in financing part of the Project on the terms and conditions set forth, respectively, in an agreement to be entered into between the Borrower and the CEB (the CEB Cofinancing Agreement).

NOW THEREFORE the Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this 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 General Conditions or in the Appendix to this Agreement.

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of four hundred and sixty million Euros (€460,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.08 of this Agreement ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount. The Borrower shall pay the Front-end Fee not later than sixty days after the Effective Date.
- 2.04. The Commitment Charge payable by the Borrower shall be equal to one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest payable by the Borrower for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Variable Spread; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the

interest payable by the Borrower shall instead be calculated as provided in Section 3.02(e) of the General Conditions.

- 2.06. The Payment Dates are May 15 and November 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with the provisions of Schedule 3 to this Agreement.
- 2.08. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management:
- (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency;
 - (ii) a change of the interest rate basis applicable to: (A) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate to a Fixed Rate, or vice versa; or (B) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread, or vice versa; or (C) all of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread; and
 - (iii) the setting of limits on the Variable Rate or the Reference Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate or the Reference Rate.
- (b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a "Conversion", as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the Project through the Ministry of Administration and Digitization ("MAD") in accordance with the provisions of Article V of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower, through MAD, shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV - REMEDIES

- 4.01. The Co-financing Deadline for the effectiveness of the Co-financing CEB Agreement is December 31, 2016.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely, that the Borrower, through PSC, has approved the Project Operations Manual in a manner acceptable to the Bank.
- 5.02. The Effectiveness Deadline is the date one hundred eighty (180) days after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Borrower's Representative is its Minister of Finance.
- 6.02. The Borrower's Address is:

Ministry of Finance
ul. Świętokrzyska 12
00-916 Warszawa
Republic of Poland

Facsimile: +48226943070

- 6.03. The Bank's Address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	248423(MCI) or 64145(MCI)	1-202-477-6391

AGREED at Warsaw, Republic of Poland, as of the day and year first above written.

REPUBLIC OF POLAND

By Mateusz Szorurek
Authorized Representative

Name: Mateusz Szorurek

Title: Minister of Finance

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By Marina Wes
Authorized Representative

Name: Marina Wes

Title: Country Manager, Poland

SCHEDULE 1

Project Description

The objectives of the Project are to: (a) increase access to flood protection for people living in selected areas of the Odra River and the Upper Vistula River basins; and (b) strengthen the institutional capacity of the Borrower to mitigate the impact of floods more effectively.

The Project will consist of the following parts:

Part 1: Flood Protection of the Middle and Lower Odra

Provision of support to the cities of Szczecin and Słubice, the town of Gryfino, as well as other selected smaller towns along the Odra River to enhance protection against summer and winter floods, including through:

- (a) Constructing and reconstructing dikes and other Odra River bank protective works (such as revetments and parapets).
- (b) Dredging of the Odra River, canals and the harbor of Szczecin.
- (c) Carrying out river training related works for the recalibration and (re)construction of groynes and lateral submerged dams in the Odra River.
- (d) Restoring bends.
- (e) Raising five bridges to facilitate safe passage of icebreakers and expand navigation and mooring facilities.
- (f) Revitalizing the Miedzyodrze wetland, located upstream of the harbor of Szczecin, to help accommodate water surges and restore some of the ecological and touristic functions of the natural habitat.

Part 2: Flood Protection of the Nysa Kłodzka Valley

Provision of support to help protect the town of Kłodzka and other selected small valley towns in the Nysa Kłodzka Valley, such as the city of Bardo, including:

- (a) Constructing four mid-sized dry polders (“active protection”) to increase the buffer capacity in the Nysa Kłodzka Valley.
- (b) Rehabilitating dikes and (re)constructing river alignments, embankments, bridges and other structures (“passive protection”) to allow the temporary retention and safe passage of flood waves accompanied by large amounts of debris.

Part 3: Flood Protection of the Upper Vistula

Provision of support to protect the Krakow agglomeration and Nowa Huta industrial area, the Sandomierz-Tarnobrzeg industrial and agricultural areas, and selected towns located along tributaries in the sub-basins of the San River and Raba River, including:

- (a) Reconstructing and extending dikes and embankments along the Upper Vistula to replace old and/or unreliable dikes.
- (b) Stabilizing and strengthening the Upper Vistula River bank with flood protection works including, inter alia, rip-rap and revetments.
- (c) Constructing dry polders and overflow areas along the Serafa River, and the Raba River to increase upstream water retention.
- (d) Provision of select river training works.
- (e) Adjusting existing weirs and barrages to enable the passage of larger flood waves.

Part 4: Institutional Strengthening and Enhanced Forecasting

Provision of support to strengthen the Borrower's institutional capacity in the following priority areas: preparation of investments, planning and prioritization, including:

- (a) Enhancing the emergency preparedness along the Borrower's main rivers and their tributaries in south and west Poland by improving forecasting and operational water management capacity.
- (b) Strengthening the procedures and capacity to prepare river basin management plans and investment prioritization plans that are compliant with the European Union Water Framework Directive and European Union Floods Directive.
- (c) Strengthening the Borrower's impact monitoring capacity and its capacity to apply methodologies of integrated water resources management to complex investments.
- (d) Enhancing the Borrower's strategic communication capacity regarding flood risks.

Part 5: Project Management and Studies

- (a) Provision of support to the Project Coordination Unit (PCU) and Project Implementation Units through the provision of technical assistance, analytical/technical/impact assessment studies, office equipment and Incremental Operating Costs to assist the Borrower in the implementation, monitoring and supervision of the Project (including Project audits).
- (b) Provision of support for the implementation of the EMP(s) and RAP(s) prepared in connection with the Project (including the support of provision of Resettlement Compensation).

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

The Borrower shall maintain the following institutional arrangements throughout the life of the Project:

1. The Project Steering Committee (PSC) shall be responsible for:
 - (a) providing overall guidance and oversight at the highest governmental level, reviewing the overall implementation of the Project and assisting the Borrower to resolve Project implementation and financing issues. The PSC shall be maintained, throughout the implementation of the Project, with composition and terms of reference acceptable to the Bank and shall be co-chaired by the Minister of Administration and Digitization and the Minister of Environment and administered with the support of the MAD.
 - (b) overall Project management and supervision, including prioritization and coordination of Project activities, approval of the Annual Work Programs (AWP), and fiduciary and safeguards monitoring, as set forth in more detail in the Project Operational Manual ("POM").
2. The MoE, through the National Water Management Authority ("KZGW"), and MAD respectively shall be responsible for the coordination and monitoring of Project activities at the technical level. Designated: (i) Regional Water Management Authorities ("RZGWs"); (ii) Institute of Meteorology and Water Management ("IMGW"); and (iii) Voivodship Board of Land Reclamation and Waters ("ZMiUWs") shall be responsible for implementation of specific Project activities in their respective areas of responsibility as set forth in the POM. To this effect, the Borrower, through RZGWs, IMGW and ZMiUWs shall establish, and thereafter operate and maintain throughout the implementation of the Project, Project Implementation Units (PIUs) responsible for the day-to-day local administration of the Project in their areas of responsibilities, all with composition and terms of reference acceptable to the Bank.
3. The Project Coordination Unit ("PCU") shall be responsible for the day-to-day coordination and overall administration of the Project, including preparation of AWP, consolidated reporting and the supervision, monitoring and evaluation of the implementation of the EMPs and RAPs. The PCU, including its local representatives, shall be maintained, throughout the implementation of the Project, with composition and terms of reference acceptable to the Bank.

B. Implementation Covenants

1. The Borrower shall: (a) carry out the Project in accordance with the POM, the respective Annual Work Programs, the Environmental Management Plan(s) and the Resettlement

Action Plan; and (b) shall not amend, suspend, abrogate, repeal or waive any provision of the POM, AWP, the EMP(s) or the RAP, without the prior approval of the Bank.

2. The Borrower, through the PCU, shall:

- (a) not later than November 15 of each year during the implementation of the Project, starting November 15, 2015, prepare in accordance with the format included in the POM and submit to the Bank for review and approval an AWP for the following calendar year, including indicative amounts needed to implement the Project activities under the respective AWP and adequate operation and maintenance allocations for the works carried out under the Project, and recommended measures, if any, to be adopted in said calendar year;
- (b) each year during the implementation of the Project, starting March 31, 2016, as part of the progress report referred to in Section II.A.1 of this Schedule, submit to the Bank, a report, acceptable to the Bank, on the performance of the AWP for the preceding calendar year based on the indicators and monitoring arrangements for said calendar year, set forth in the POM; and thereafter jointly undertake with the Bank a review of the Project activities based on said report, and include any recommended measures by the Bank in the AWP for the following calendar year.

3. Without limitations to the provisions of Section 5.03 of the General Conditions, the Borrower shall each year during the implementation of the Project include in its overall budget the funds to finance the carrying out of the pertinent Annual Work Program for the respective calendar year.

C. Anti-Corruption

The Borrower shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Safeguards

1. Environmental and Social Management Framework (ESMF) and Environmental Management Plan (EMP)

- (a) The Borrower, through PCU, shall: (i) carry out the Project in accordance with the ESMF; (ii) prior to carrying out any Project activity under Parts 1, 2 and 3 of the Project, carry out the pertinent environmental/social assessment and thereafter prepare and implement the pertinent EMP in line with the ESMF and in a manner acceptable to the Bank; (iii) adequately monitor and evaluate the carrying out of the measures provided in the respective EMPs; (iv) ensure that the EMP measures are included in construction contracts for works related to said Project activity; and (v) maintain the Bank suitably informed of the progress in the implementation of the respective EMPs.
- (b) The Borrower shall not amend or abrogate any of the provisions of the ESMF or the respective EMPs without the prior approval of the Bank.

- (c) The Borrower shall: (i) ensure that the terms of reference for any consultancy in respect of any Project activity shall be satisfactory to the Bank following its review thereof, and to that end, such terms of reference shall duly incorporate the requirements of the Bank Safeguards Policies then in force, as applied to the advice conveyed through such technical assistance and be publicly disclosed and consulted upon in accordance with the Bank Safeguards Policies; and (ii) ensure that any capacity building activities under the Project are consistent with, and pay due regard to, Bank Safeguards Policies.

2. Resettlement Policy Framework (RPF) and Resettlement Action Plans (RAP)

- (a) If, as a result of the definition of the zone impact in respect of any given Project activity and/or the carrying out of the pertinent environmental/social assessment (as mentioned in Section I.D.1 of this Schedule), it is determined by the Bank that Resettlement will be involved in respect of any given Project activity, and prior to the carrying out of any works under the corresponding activity, the Borrower, through the PCU, shall: (i) prepare and/or cause to be prepared and furnish to the Bank, a Resettlement Action Plan acceptable to the Bank for each said such Project activity (which plan shall be consistent with the provisions of the Resettlement Policy Framework, and include the Borrower's commitment to provide the necessary funds and other resources to carry out said Resettlement Plan); and (ii) immediately thereafter implement and/or cause to be implemented each Resettlement Action Plan in accordance with its terms and in a manner acceptable to the Bank.
- (b) The Borrower shall not amend or abrogate any of the provisions of the ESMF or the respective EMPs without the prior approval of the Bank.

3. Polder under Parts 2 and 3 of the Project

For the purposes of carrying out the polder works under Parts 2 and 3 of the Project, the Borrower shall:

- (a) maintain an independent panel of experts in number, with qualifications, and under terms of reference, all satisfactory to the Bank to: (i) advise the Borrower on matters relative to the safety of the polder and other critical aspects of the polder and such infrastructure works, including its appurtenant structures, the catchment area, the area surrounding the reservoir, and the downstream areas; and (ii) review such matters as investigations, technical design, construction procedures, cracking potential (design provisions, construction measures and surveillance recommendations), the start of its operations and the polder's associated works such as the river diversion during construction, fish ladders and large hydraulic infrastructure works.
- (b) convene panel meetings periodically during Project implementation and retain the Panel through the start-up of the operation of the polder.

- (c) prepare and implement a detailed plan for: (i) construction supervision and quality assurance; (ii) implementation, operation and maintenance; and (iii) an emergency preparedness plan, all under terms and in a manner satisfactory to the Bank; and
- (d) after start-up of the operation of the polder, appoint independent qualified professionals who have not been involved with the investigation, design, construction, or operation of the polder, and with qualifications and on terms and conditions acceptable to the Bank, to carry out periodic safety inspections; the frequency of such inspections to be decided based on the recommendations of the panel of experts at the end of the construction period of the polder works.

4. Natural Habitats under the Project

The enhancement and other compensation measures for natural habitats located within the Project area shall be carried out in accordance with the provisions of the ESMF and respective EMP.

Section II. Project Monitoring Reporting and Evaluation

A. Project Reports

1. The Borrower, through PCU, shall monitor and evaluate the progress of the Project and prepare consolidated Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of indicators acceptable to the Bank. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Bank not later than forty-five (45) days after the end of the period covered by such report.
2. Without limitation to the provisions set forth in paragraph 1 above, the Borrower shall:
 - (a) at the request of the Bank, exchange views with the Bank with regard to the progress of the Project, the performance of its obligations under this Agreement, and promptly inform the Bank of any condition which interferes or threatens to interfere with the progress of the Project, the accomplishment of the objectives of the Project, or the performance of its obligations under this Agreement;
 - (b) no later than December 15, 2019 or such other date as may be agreed with the Bank carry out jointly with the Bank, a mid-term review (the Mid-Term Review) of the progress made in carrying out the Project and overall Project performance against Project performance indicators;
 - (c) at least four weeks prior to the Mid-Term Review, prepare and furnish to the Bank, a report describing the status of implementation of each component of the Project and a summary report of Project implementation generally; and
 - (d) not later than March 15, 2020 after the completion of the Mid-Term Review, prepare and furnish to the Bank, a report, acceptable to the Bank, which shall include, *inter alia*, the recommendations of the Mid-Term Review as agreed with

the Bank and a timetable, and thereafter implement said recommendations in accordance with said timetable and in a manner acceptable to the Bank.

B. Financial Management, Financial Reports and Audits

1. The Borrower, through MAD, shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Borrower, through the PCU, shall prepare and furnish to the Bank, as part of each Project Report, interim unaudited financial reports for the Project covering the pertinent calendar quarter, in form and substance satisfactory to the Bank.
3. The Borrower, through the PCU, shall have its Financial Statements audited in accordance with the provisions of Section 5.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Borrower. The audited Financial Statements for each such period shall be furnished to the Bank not later than six months after the end of such period.

Section III. Procurement

A. General

1. **Goods, Works and Non-consulting Services.** All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan:

- (a) National Competitive Bidding in accordance with and subject to the additional provisions in the Annex to this Schedule;
- (b) Shopping; and
- (c) Direct Contracting.

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan:
 - (a) Quality-based Selection;
 - (b) Selection under a Fixed Budget;
 - (c) Least Cost Selection;
 - (d) Selection based on Consultants' Qualifications;
 - (e) Single-source Selection of consulting firms;
 - (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and
 - (g) Single-source procedures for the Selection of Individual Consultants.

D. Review by the Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post Review by the Bank.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank shall specify by notice to the Borrower (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan (“Category”), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

Category	Amount of the Loan Allocated (expressed in Euro)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consultants’ services, (including Project audits), Resettlement Compensation, Training, and Incremental Operating Costs for the Project	460,000,000	Such percentage of Eligible Expenditures as the Bank may determine for each calendar year, starting in calendar year 2015, covered by the respective AWP in accordance with the provisions set forth in Section IV.B.2 of this Schedule.
TOTAL AMOUNT	460,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
- (a) from the Loan Account until the Bank has received payment in full of the Front-end Fee; and
 - (b) for payments made prior to the date of this Agreement.
2. Notwithstanding the foregoing provisions of the table under Part A of this Section, the sum of the Bank’s financing percentage of Eligible Expenditures under the Loan combined with the financing percentage provided by the Co-financier CEB and the Borrower equals 100% of each Eligible Expenditure.
3. The Closing Date is December 15, 2023.

**ANNEX TO
SCHEDULE 2**

**Provisions for Procurement under Bank-Financed Contracts
Subject to National Competitive Bidding**

The procurement procedure to be followed for National Competitive Bidding shall be the Open Tender Procedure set forth in the Borrower's Public Procurement Law (Journal of Laws of 2013, item 907, 984, 1047, 1473, of 2014 item 423, 768, 811, 915, 1146 and 1232, of 2015 item 349, 478 and 605) dated January 29, 2004, as revised on October 19, 2014 ("the Law"), provided, however, that such procedure shall be subject to the provisions of Section I and Paragraphs 3.3 and 3.4 of the "Procurement Guidelines and the following additional provisions:

A. Eligibility

Eligibility to participate in a procurement process for and to be awarded a Bank-financed contract shall be as defined under Section I of the Procurement Guidelines.

B. Procedures

Invitations to bid shall be advertised in the Official Gazette of the Borrower or in at least one widely circulated national daily newspaper or in an electronic portal of free access allowing a minimum of thirty (30) days for the preparation and submission of bids.

C. Bidding Documents

Procuring entities shall use sample bidding documents acceptable to the Bank.

D. Bid Evaluation

Evaluation of bids shall be made in strict adherence to the evaluation criteria disclosed in the bidding documents. Evaluation criteria other than price shall be quantified in monetary terms. Merit points and bracketing shall not be used, and no minimum point or percentage value shall be assigned to the significance of price, in bid evaluation.

E. Contract Award

Contracts shall be awarded to the qualified bidder who submitted the "best offer" which has been determined: (i) to be substantially responsive to the bidding documents; and (ii) to offer the lowest-evaluated cost.

F. Price Adjustment

Civil works contracts of long duration (i.e. more than eighteen (18) months) shall contain an appropriate price adjustment clause acceptable to the Bank.

G. Fraud and Corruption

Each bidding document for the procurement of goods, works and non-consulting services financed out of the proceeds of the Loan, including the related contract, shall include provisions on matters pertaining to fraud and corruption as defined in paragraph 1.16(a) of the Procurement Guidelines. The Bank will sanction a firm or an individual, at any time, in accordance with prevailing Bank sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

H. Audit Rights

In accordance with paragraph 1.16(e) of the Bank's Procurement Guidelines, each bidding document for the procurement of goods, works and non-consulting services financed out of the proceeds of the Loan, including the related contract, shall provide that the bidders, suppliers, contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers shall permit the Bank, at its request, to inspect their accounts, records, and other documents relating to the bid submission and performance of the contract, and to have them audited by auditors appointed by the Bank. The deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may amount to an obstructive practice as defined in paragraph 1.16(a)(v) of the Procurement Guidelines.

SCHEDULE 3

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

Principal Payment Date	Installment Share (Expressed as a Percentage)
On each May 15 and November 15 Beginning November 15, 2025 through May 15, 2044	2.56%
On November 15, 2044	2.72%

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:
- (a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.
 - (b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (“Original Installment Share”) and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.
3. (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
- (b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-

paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.

4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.
5. If the Withdrawn Loan Balance is denominated in more than one Loan Currency, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.

APPENDIX

Section I. Definitions

1. “Affected Persons” means persons that have their: (i) standard of living adversely affected; or (ii) right, title or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; or (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently.
2. “Annual Work Program” or “AWP” means any of the Borrower’s annual work programs referred to in Section I.B.2 (a) of Schedule 2 to this Agreement.
3. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011.
4. “Bank Safeguards Policies” means the operational policies and procedures set forth in the World Bank Operations Manual under OP/BPs 4.01, 4.04, 4.09, 4.10, 4.11, 4.12, 4.36, 4.37, 7.50, and 7.60, as published under www.worldbank.org/opmanual.
5. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
6. “Co-financier CEB” means the Council of Europe Development Bank or “CEB”.
7. “Co-financing CEB” means, for purposes of paragraph 16 of the Appendix to the General Conditions, the amount referred to in the “whereas” clause in this Agreement to be provided by the Co-financier CEB to assist in financing the Project.
8. “Co-financing CEB Agreement” means the agreement referred to in the “whereas” clause in this Agreement providing for Co-financing by the CEB.
9. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
10. “Development Partners” means together and/or individually the Co-financier CEB, the World Bank and any other Co-financier that will contribute to the Project.
11. “Environmental Management Plan” or “EMP” means any of the plans, acceptable to the Bank, describing, *inter alia*, the environmental, mitigation, monitoring and institutional measures to be undertaken to avoid or minimize the environmental impact associated with the Project activities, as any such EMP, may be amended from time to time with the prior agreement of the Bank.
12. “Environmental Safeguard Management Framework” or “ESMF” means the Borrower’s framework, dated April 2015, acceptable to the Bank, describing the environmental, mitigation, monitoring and institutional measures to be undertaken under the Project to

ensure that all environmental concerns are adequately taken into account in the carrying out of the Project activities, as said framework may be amended from time to time with the prior agreement of the Bank.

13. European Union Floods Directive means the Directive 2007/60/EC of the European Parliament and of the Council of 23 October 2007 on the assessment and management of flood risks (published in the Official Journal No *L 288*, 6.11.2007).
14. European Union Water Framework Directive means the Directive 2000/60/EC of the European Parliament and of the Council establishing a framework for the Community action in the field of water policy (published in the Official Journal No *L 327*, 22.12.2000).
15. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for Loans", dated March 12, 2012, with the modifications set forth in Section II of this Appendix.
16. "Incremental Operating Costs" means the incremental expenses incurred on account of Project implementation, management, and monitoring such as: for office space rental, utilities, and office supplies, bank charges, communications, building and equipment maintenance, advertising expenses, translation, travel and supervision (including supervision activities in connection with the Project, salaries of contractual and temporary staff, but excluding salaries, fees, and bonuses of members of the Borrower's civil service).
17. "Institute of Meteorology and Water Management" or "IMGW" means the Borrower's Institute of Meteorology and Water Management established under the supervision of MoE/KZGW (as hereinafter defined), pursuant to decree no. 338/72 issued by the Council of Ministers on 30 December 1972 as amended, or any legal successor thereto.
18. "Ministry of Administration and Digitization" or "MAD" means the Borrower's Ministry of Administration and Digitization, or any legal successor thereto.
19. "Ministry of Environment" or "MoE" means the Borrower's Ministry of Environment, or any legal successor thereto.
20. "National Water Management Authority" or "KZGW" means the Borrower's National Water Management Authority under the supervision of MoE, established pursuant to the Borrower's Act on Water Law dated July 18, 2001, as amended, or any legal successor thereto.
21. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).
22. "Procurement Plan" means the Borrower's procurement plan for the Project, referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
23. "Project Coordination Unit" or "PCU" means the unit within the MoE and established in Wrocław by KZGW (defined hereinafter).

24. "Project Implementation Units" means the units established within the respective RZGWs, IMGW and ZMiUWs (as defined hereinafter therefor) to carry out Project activities within the areas of responsibility.
25. "Project Operations Manual" or "POM" means the Borrower's manual, acceptable to the Bank, outlining, *inter alia*, responsibilities, procurement and contracting procedures, financial management procedures, procedures for preparation of annual Training plans for the implementation of the Project, and such term includes any schedules to the manual, as such manual may be amended from time to time with the agreement of the Bank.
26. "Project Steering Committee" or "PSC" means the committee established by the Borrower and referred to in Section I.A.1 of Schedule 2 to this Agreement.
27. "Regional Water Management Authority" or "RZGW" means the Borrower's Regional Water Management Authority under KZGW established pursuant to the Borrower's Act on Water Law dated of 18 July 2001, as amended the Act on Water Law, or any legal successor thereto.
28. "Resettlement" means the impact of: (a) an involuntary taking of land under the Project, which taking causes affected persons to have their: (i) standard of living adversely affected; or (ii) right, title or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; or (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently; or (b) the involuntary restriction of access to legally designated parks and protected areas under the Project, resulting in adverse impacts on the livelihood of such persons.
29. "Resettlement Action Plan" or "RAP" means the Borrower's resettlement action plan acceptable to the Bank, setting forth the measures necessary to ensure that the displaced persons under Part 1 through 3 of the of the Project are: (i) informed about their options and rights pertaining to resettlement; (ii) consulted on, offered choices among, and provided with technically and economically feasible resettlement alternatives; (iii) provided: (A) prompt and effective compensation at full replacement cost for losses of assets attributable directly to the Project; (B) assistance (such as moving allowances) during relocation; and (C) with residential housing, or housing sites, or, as required, agricultural sites for which a combination of productive potential, locational advantages, and other factors is at least equivalent to the advantages of the old site; (iv) offered support after displacement, for a transition period, based on a reasonable estimate of the time likely to be needed to restore their livelihood and standards of living; and (v) provided with development assistance in addition to the aforementioned compensation measures, such as land preparation, credit facilities, training, or job opportunities.
30. "Resettlement Compensation" means the expenditures incurred in financing the cost of providing compensation or resettlement assistance under the Project in accordance with the RPF and the pertinent RAP.

31. “Resettlement Policy Framework” or “RPF” means the Borrower’s resettlement framework dated April 2015, setting forth, *inter alia*: (i) the Resettlement principles, the organizational arrangements, and the design criteria to be applied to the activities to be prepared during the implementation of Parts 1 through 3 of the Project; (ii) the estimates of the total population to be displaced and the overall resettlement costs; (iii) the assessment of the institutional capacity and procedures of each of the Borrower’s entities that will be responsible for financing of the aforementioned activities; (iv) the methods of valuing affected assets; (v) a description of the implementation process, linking Resettlement implementation to civil works; (vi) a description of grievance redress mechanisms and of the mechanisms for consultations with, and participation of, displaced persons in planning, implementation, and monitoring; and (vii) the arrangements for monitoring by the implementing agencies and, if and as required, by independent monitors.
32. “Training” means expenditures (other than those for consultants’ services) incurred for training and training-related activities under the Project, including seminars, workshops and study tours, travel and subsistence allowances for training participants, trainers’ fees, rental of training facilities, preparation and reproduction of training materials, and other activities incidental to the preparation and implementation of training activities, as approved by the Bank.
33. “Voivodship Board of Land Reclamation and Waters” or “ZMiUW” means the Borrower’s local government organizational unit under the supervision of the Borrower’s respective voivoid (marshall).

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. In the **Table of Contents**, the references to Sections, Section names and Section numbers are modified to reflect the modifications set forth in the paragraphs below.
2. Section 3.01. (*Front-end Fee*) is modified to read as follows:

“Section 3.01. *Front-end Fee; Commitment Charge*

 - (a) The Borrower shall pay the Bank a front-end fee on the Loan amount at the rate specified in the Loan Agreement (the “Front-end Fee”).
 - (b) The Borrower shall pay the Bank a commitment charge on the Unwithdrawn Loan Balance at the rate specified in the Loan Agreement (the “Commitment Charge”). The Commitment Charge shall accrue from a date sixty days after the date of the Loan Agreement to the respective dates on which amounts are withdrawn by the Borrower from the Loan Account or cancelled. The Commitment Charge shall be payable semi-annually in arrears on each Payment Date.”
3. In the Appendix, **Definitions**, all relevant references to Section numbers and paragraphs are modified, as necessary, to reflect the modification set forth in paragraph 2 above.

4. The Appendix is modified by inserting a new paragraph 19 with the following definition of “Commitment Charge”, and renumbering the subsequent paragraphs accordingly:

“19. “Commitment Charge” means the commitment charge specified in the Loan Agreement for the purpose of Section 3.01(b).”

5. In the renumbered paragraph 49 (originally paragraph 48) of the Appendix, the definition of “Front-end Fee” is modified by replacing the reference to Section 3.01 with Section 3.01 (a).

6. In the renumbered paragraph 68 (originally paragraph 67) of the Appendix, the definition of the term “Loan Payment” is modified to read as follows:

“68. “Loan Payment” means any amount payable by the Loan Parties to the Bank pursuant to the Legal Agreements or these General Conditions, including (but not limited to) any amount of the Withdrawn Loan Balance, interest, the Front-end Fee, the Commitment Charge, interest at the Default Interest Rate (if any), any prepayment premium, any transaction fee for a Conversion or early termination of a Conversion, the Variable Spread Fixing Charge (if any), any premium payable upon the establishment of an Interest Rate Cap or Interest Rate Collar, and any Unwinding Amount payable by the Borrower.”

7. In the renumbered paragraph 73 (originally paragraph 72) of the Appendix, the definition of “Payment Date” is modified by deleting the word “is” and inserting the words “and Commitment Charge are” after the word “interest”.