

**UCHWAŁA Nr 280 / 5566 / 21**  
**ZARZĄDU WOJEWÓDZTWA PODKARPACKIEGO**  
**w RZESZOWIE**  
z dnia 25 maja 2021r.

**w sprawie wyrażenia zgody na zawarcie umowy z Międzynarodowym Bankiem Odbudowy i Rozwoju na realizację usług doradczych podlegających refundacji w ramach projektu pn. „Zintegrowany i uspołeczniiony model planowania przestrzennego poprzez opracowanie Strategii Przestrzennej Rzeszowskiego Obszaru Funkcjonalnego”.**

Na podstawie art. 41 ust. 1 i ust. 2 pkt. 4 ustawy z dnia 5 czerwca 1998 r. *o samorządzie województwa* (Dz. U. z 2020 r., poz. 1668 ze zm.), art. 3 pkt 2, art. 4 ust. 1 oraz art. 9 pkt 3 ustawy o zasadach prowadzenia polityki rozwoju z dnia 6 grudnia 2006 r. (Dz.U. z 2019 r. poz. 1295 z późn. zm.),

**Zarząd Województwa Podkarpackiego w Rzeszowie**  
**uchwala, co następuje:**

**§ 1**

Wyraża się zgodę na zawarcie przez Województwo Podkarpackie umowy z Międzynarodowym Bankiem Odbudowy i Rozwoju dotyczącej realizacji usług doradczych podlegających refundacji w ramach projektu pn. „Zintegrowany i uspołeczniiony model planowania przestrzennego poprzez opracowanie Strategii Przestrzennej Rzeszowskiego Obszaru Funkcjonalnego”.

**§ 2**

Projekt umowy / w oryginalnej pisowni w j. angielskim wraz z tłumaczeniem przysięgłym na j. polski stanowi załącznik do niniejszej uchwały.

**§ 3**

Do zawarcia umowy wskazuje się:

- Pana Władysława Ortyla - Marszałka Województwa Podkarpackiego,
- Panią Ewę Draus - Wicemarszałka Województwa Podkarpackiego.

**§ 4**

Wykonanie uchwały powierza się Marszałkowi Województwa Podkarpackiego.

**§ 5**

Uchwała wchodzi w życie z dniem podjęcia.

*Podpisał:*

*Piotr Pilch – Wicemarszałek Województwa Podkarpackiego*

Załącznik do Uchwały Nr 280/5566/21  
Zarządu Województwa Podkarpackiego  
w Rzeszowie  
z dnia 25 maja 2021r.

**PROJECT NUMBER P176171**

**REIMBURSABLE ADVISORY SERVICES AGREEMENT**

**Metropolitan Spatial Development Strategy  
for the Rzeszów Functional Urban Area, Poland**

**between the**

**PODKARPACKIE VOIVODESHIP  
OF THE REPUBLIC OF POLAND**

**and the**

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT**

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## AGREEMENT FOR REIMBURSABLE ADVISORY SERVICES

AGREEMENT dated as of the Signature Date between the PODKARPACKIE VOIVODESHIP (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 provide support to the Client to strengthen its capacity to: (i) prepare a Spatial Development Strategy ("SDS") for the Rzeszów Functional Urban Area ("RFUA"); and (ii) develop a best-practice model for stakeholder engagement and consultation.

NOW, therefore, the Parties agree as follows:

1. **Reimbursable Advisory Services.** The Bank shall provide to the Client the Reimbursable Advisory Services 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 shall work closely with the designated officials of the Client. The Client shall provide the Bank with the names and contact information for said designated officials.

### 3. **Payment**

(a) The Client shall pay the Bank a fixed fee of one million nine hundred thirty-six thousand two hundred and fifty-three Zlotys (PLN 1,936,253) in accordance with the following schedule of payment:

Amount of Installment	Event upon which Payment is Due
(i) PLN 650,000	Upon delivery and approval of Output 1 as described in the Schedule to this Agreement
(ii) PLN 706,253	Upon delivery and approval of Output 2 as described in the Schedule to this Agreement
(iii) PLN 580,000	Upon delivery and approval of Output 3 as described in the Schedule to this Agreement

(b) Each Output 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 fifteen (15) working days from its delivery. In case of a modification request submitted by the Client, the Bank will have fifteen (15) working days to present the modified version of the product. After this, the Client will have fifteen (15) working 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 twenty-one (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 within thirty (30) working days from the date of 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.

4. **Effectiveness.** This RAS Agreement shall become effective as of the Signature Date, once it has been duly signed by the Parties.

5. **Expiration.** This Agreement shall expire on the day falling twelve (12) months after the Signature Date unless it shall earlier be renewed with the written mutual agreement of the Parties.

6. **Addresses.** For purposes of the Section *Execution of this Agreement. Notices and Requests* of the Annex to this Agreement:

(a) the Client's address is:

Podkarpackie Voivodeship  
Al. Łukasza Cieplińskiego 4  
Rzeszów 35-010  
Poland  
NIP 813-33-15-014;

with a copy to the recipient of invoices:

Marshal's Office of Podkarpackie Voivodeship  
Al. Łukasza Cieplińskiego 4  
Rzeszów 35-010  
Attention: Mr. Pawel Wais  
Director of Regional Development Department;

(b) the Client's Electronic Address is:

E-mail: P.Wais@podkarpackie.pl

(c) the Bank's address is:

International Bank for Reconstruction and Development  
1818 H Street, NW  
Washington, DC 20433

United States of America; and

(d) the Bank's Electronic Address is:

E-mail: gwolszczak@worldbank.org

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Framework Agreement to be signed in their respective names.

**PODKARPACKIE VOIVODESHIP**

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT**

By: \_\_\_\_\_  
Authorized Representative

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE

### Description of the Reimbursable Advisory Services

A. **Reimbursable Advisory Services.** The RAS shall include the following activities and deliverables:

#### **Activities**

The Bank will provide support to the Client in its preparation of the RFUA SDS through the following activities:

#### **Part 1: Diagnosis of the RFUA's spatial development situation**

The Bank will support the Client by:

- (a) building its capacity to coordinate with the municipalities in the RFUA ("RFUA Municipalities") in gathering data and information relevant to the drafting of the RFUA SDS; including, *inter alia*:
  - (i) relevant socio-economic trends in the RFUA,
  - (ii) land development restrictions,
  - (iii) inter-compatibility of RFUA municipal and regional development plans, including conformity of such documents with relevant national-level strategies and plans,
  - (iv) overview of existing and proposed green infrastructure networks,
  - (v) potential for green growth and climate-resilience,
  - (vi) suitability of land plots for different types of development,
  - (vii) public facilities, provision of amenities, infrastructure service gaps, and transport infrastructure, and
  - (viii) identification of potential strategic development areas;
- (b) strengthening its capacity to analyze the collected data described in (a) above, preparing a methodology in conducting the spatial analysis, and providing guidance in the process including in addressing identified incompatibilities under (a)(iii) above;
- (c) providing advice in: (i) the mapping of stakeholders in the RFUA; (ii) outlining the participatory consultation process of SDS described in Part 2 below; (iii) proposing a methodology for conducting virtual or in-person interviews with municipal authorities and other stakeholders to identify their spatial development visions and investment plans; and (iv) proposing a framework for consolidating the results of the above analyses; and
- (d) providing recommendations on updating an existing Geographic Information System (GIS) database that is expected to support further analytical work and future development directions in the RFUA. The Bank will support the Client in complementing the GIS database with new datasets that are publicly accessible from relevant national and/or European databases.

## **Part 2: Identification of strategic development directions for RFUA's territorial development through a participatory process**

Based on the results of the spatial analyses in Part 1 above, the Bank will support the Client in:

- (a) its identification and preparation of a proposed longlist of potential strategic development areas in the RFUA and their development needs, recognizing problem areas that could be addressed through interjurisdictional planning;
- (b) its preparation of a proposed consultation plan for RFUA Municipalities and other relevant stakeholders to discuss the preliminary findings, and facilitating dialogues to inform/provide inputs to the draft RFUA SDS to be prepared by the Client;
- (c) its development of a proposed shortlist of strategic development areas including their prioritization and identification of potential core functions;
- (d) preparing the proposed methodology for in-depth analyses to further refine the shortlist developed under (c) above, conducting the analyses, estimating potential investment costs required to develop these areas, indicating opportunities for green growth; and
- (e) facilitating bilateral meetings and multi-stakeholder technical workshops on strategic spatial planning with RFUA Municipalities to: (i) build their capacity to conduct spatial analysis and prepare local planning documents; and (ii) discuss best practices, including selected tools and processes for public engagement.

## **Part 3: Designing a governance framework and monitoring mechanism for the implementation of the RFUA SDS**

The Bank will support the Client in:

- (a) its preparation of a proposed roadmap for the implementation of the RFUA SDS that will include: (i) a proposed governance model describing the roles of the relevant RFUA stakeholders in SDS preparation, implementation and monitoring; and (ii) a set of proposed indicators for monitoring its implementation;
- (b) preparing cost estimates of proposed follow-on activities to be carried out by the Client such as translating relevant findings and guidance from the RFUA SDS into municipal planning documents; and
- (c) identifying possible financing sources for implementing priorities identified under Part 2(c) above.

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.** The Bank shall endeavor to perform the RAS in accordance with the following tentative timetable:

Deliverable	Estimated Due Date
(1) Inception report (i) presenting the scope, methodology, and work plan of the RAS; (ii) a RFUA stakeholder analysis, and (iii) an outline of the proposed participatory process of preparing the Strategy.	One (1) month following the Signature Date
(2) Interim Report summarizing progress on Parts 1, 2, and 3 of the RAS from the Signature Date of this Agreement that will include: (i) results of analyses conducted under Part 1; (ii) a long list of proposed strategic development areas emerging from the analyses; and (iii) an outline of the governance system for the implementation of the Strategy.	Five (5) months following the Signature Date
(3) Final Report summarizing progress on Parts 1, 2, and 3 of the RAS from the time of approval of the Interim Report with proposed inputs to the draft RFUA SDS based on the analyses conducted and public consultation process.	Nine (9) months following the Signature Date

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

C. **Counterparts and Facilities.** The Client shall:

- (a) provide Bank Personnel with necessary organizational support in the Client's facilities for the Reimbursable Advisory Services;
- (b) organize and facilitate all stakeholder consultation processes, dissemination of materials, and participation in meetings, conferences and other discussions with interested parties;
- (c) provide facilities for conducting workshops as described in this Agreement. For all workshops and training activities to be conducted pursuant to this Agreement, the Client may provide reasonable expenditures necessary for successful completion of each workshop including, cost of photocopying, refreshments, snacks or other food for the attendees;
- (d) provide office space for the Bank Personnel to ensure maximum interaction with the counterpart and effectiveness of its capacity building activities;
- (e) facilitate contact between the Bank and the staff of the Client and other relevant stakeholders; and
- (f) provide to the Bank, in a timely manner, any necessary reports, data or access to databases related to the sectors covered by the RAS, and other information necessary to enable the Bank to carry out the RAS activities.



## ANNEX STANDARD TERMS AND CONDITIONS

1. **Performance Standard; Non-Exclusivity.** The Bank 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 Bank Personnel assigned to perform the Reimbursable Advisory Services. 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 Cooperation and Contributions.** (a) The Client shall at all times: (i) provide the Bank in a timely manner with any and all information that may affect the performance of the Reimbursable Advisory Services; (ii) inform the Bank of any developments relating to the Reimbursable Advisory Services; (iii) permit Bank Personnel to have access to site(s) and facilities, personnel and any documentation relevant to perform the RAS; and (iv) do all things necessary to enable Bank Personnel to carry out the Reimbursable Advisory Services, including adopting decisions, carrying out activities and providing facilities and other arrangements necessary to facilitate and support the provision of the RAS, as set out in the Schedule to this Agreement.  
  
(b) It is expressly agreed and understood that the Bank shall bear no responsibility for any delay in performance or nonperformance occasioned by the Client's failure to comply with its obligations under paragraph (a) of this Section 3 and under the Schedule to this Agreement, as applicable.
4. **Timing.** The Bank undertakes to mobilize all reasonable means available to it to carry out the Reimbursable Advisory Services in a timely manner. The timetable set out in the Schedule to this Agreement has been prepared in good faith based on information available to the Bank at the time of its preparation, and is given on an indicative basis assuming that the Client and its personnel shall carry out their respective obligations as set forth in Section 3 (a) of this Annex and in the Schedule to this Agreement, as applicable, in a satisfactory and timely manner.
5. **Bank Operational Policies.** The Bank shall provide its advice in a manner consistent with its policies, including with respect to environmental and social aspects of RAS.
6. **Confidentiality.** The Parties agree that this Agreement and the deliverables 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. The Client hereby authorizes the Bank to publicly disclose this RAS Agreement and the deliverables 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 written consent. With respect to underlying information (other than the final deliverables) 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 written consent.

7. **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), fully sub-licensable and royalty-free right to use, copy, display, distribute, publish and create derivative works of all or part of these materials and incorporate the information therein in its research, papers, publications, web sites, and other media without the consent of the Client, subject to the limitations on disclosure of confidential information and any third party rights, as indicated in Section *Confidentiality* of this Annex.

8. **Representation of the Bank's Views and Use of the Bank's Name, Marks and Logo.** (a) The Parties agree that neither Party shall represent, or permit the representation of, the other Party's views without the prior written consent of such Party.

(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.

9. **Disclaimers and Liabilities.** (a) While the Bank shall exercise the same care and diligence in the performance of the RAS as it does in its other analytical and advisory activities, 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 advice provided as part of the RAS. If during the carrying out of the RAS the Client implements the advice provided by the Bank in a manner that is not consistent with such advice, the Bank may immediately terminate this Agreement.

(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 any of its subsidiaries and affiliates or any of their respective shareholders or any lender or investor or potential investor] 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 purpose of this Agreement is not 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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **Saving of Rights.** No course of dealing and no failure or delay by any Party 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.

15. **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 written consent of the other.

16. **Entire Agreement; Language.** (a) This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements 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.

17. **Termination.** (a) Either the Client or the Bank may terminate this Agreement prior to its expiration upon ninety (90) calendar 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.

(b) Notwithstanding termination or expiration of this Agreement, the provisions of this Agreement relating to: (i) the obligations under the Sections *Confidentiality*, *Intellectual Property* and *Privileges and Immunities* of this Annex; and (ii) 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 reimburse any reasonable costs related to the termination of the Agreement by the Client, shall continue in full force and effect.

18. **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 6 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 other documents, including any notice or request under this Agreement, not executed or transmitted by Electronic Means.

19. **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 five (5) years after the end of the Bank's fiscal year to which the record pertains.

20. **Definitions**

(a) "Bank Personnel" means any Bank staff (including staff holding consultant appointments).

(b) "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.

(c) "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.

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

(e) "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.

(f) "RFUA" means a functional urban area comprising Rzeszów as the regional capital, with a commuting zone composed of thirteen municipalities: Boguchwała, Chmielnik, Czarna, Czudec, Glogow Malopolski, Krasne, Lubenia, Lancut, Miasto Lancut, Miasto Rzeszow, Swilcza, Trzebownisko, Tyczyn.

(g) "RFUA SDS" or the "Strategy" means the Rzeszów Functional Urban Area Spatial Development Strategy to be prepared by the Recipient.

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