LOAN NUMBER 9310-PL

Loan Agreement

(Clean Air Through Greening Residential Heating Program)

between

REPUBLIC OF POLAND

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between the REPUBLIC OF POLAND ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). 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) apply to and form 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 the amount of two hundred and fifty million Euro (€250,000,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing the program described in Schedule 1 to this Agreement ("Program").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement. All withdrawals from the Loan Account shall be deposited by the Bank into an account specified by the Borrower and acceptable to the Bank.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread; or such rate as may apply following a Conversion; subject to 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 Schedule 3 to this Agreement.

ARTICLE III — PROGRAM

3.01. The Borrower declares its commitment to the objectives of the Program. To this end, the Borrower shall carry out the Program through the Ministry of Finance ("MoF") with regard to the tax incentives part of the Program and the Ministry of Climate and Environment ("MoCE"), via the National Fund for Environmental Protection and Water Management ("NFOŚiGW"), with regard to subsidies part of the Program (the "Respective Parts of the Program") in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Borrower's Representative is its minister in charge of budget.
- 5.02. For purposes of Section 10.01 of the General Conditions:
 - (a) the Borrower's address is:

Ministry of Finance 12 Świętokrzyska Street 00-916 Warsaw Republic of Poland; and

(b) the Borrower's Electronic Address is:

E-mail:

sekretariat.wm@mf.gov.pl

- 5.03. For purposes of Section 10.01 of the General Conditions:
 - (a) the Bank's address is:

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

the Bank's Electronic Address is:

(b)

E-mail:		
mwes@worldbank	.org	
Facsimile:		
1-202-477-6391		
AGREED as of the Signature Date.		
	REP	UBLIC OF POLAND
	Ву	Andrzej Domański
		Authorized Representative
		Name: Andrzej Domański
		Title: Minister of Finance
		Date:
		ERNATIONAL BANK FOR ONSTRUCTION AND DEVELOPMENT
	Ву	Authorized Representative
		Authorized Representative

Name: Marcus Bernhard Heinz

Title: Resident Representative

Date: _____

SCHEDULE 1

Program Description

The objectives of the Program are to reduce energy use and air pollution emissions from heating sources in Single Family Buildings.

The Program consists of the following activities:

Provision of support to upgrade single-family residential buildings, through subsidies, for replacing solid fuel heating systems with cleaner, efficient, non-coal heating systems and/or undertaking thermal renovations in accordance with the Clean Air Priority Program eligibility criteria ("subsidies"), and through tax relief to eligible homeowners ("tax incentives").

SCHEDULE 2

Program Execution

Section I. Implementation Arrangements

A. Program Institutions

- 1. The Borrower, through MoF and MoCE, via NFOŚiGW, for their Respective Parts of the Program shall unless otherwise agreed with the Bank, be responsible for the overall implementation, monitoring and evaluation of the Program, the consolidation of the Program's reports, the preparation of financial statements, and the submission of the verification reports to the Bank as per the terms set out in Section III.B.1(b)(ii) of this Schedule.
- 2. The Borrower shall establish, not later than three (3) months after the Effective Date, and thereafter maintain throughout Program implementation, a high level Coordination Committee ("Coordination Committee"), comprised *inter alia* of representatives of the MoF, MoCE, Ministry of Family, Labour and Social Policy ("MoFLSP"), Ministry of Development, and Technology ("MoDT"), NFOŚiGW, and other relevant bodies, to be chaired by the Plenipotentiary of the Prime Minister for the Clean Air Program, and which will, unless otherwise agreed with the Bank, be responsible for strategic oversight and guidance under the Program, coordination of relevant air quality and energy efficiency programming, review of policy and regulatory gaps, monitoring of indicators, and coordination of resources, and review of Program reports, all under terms and conditions acceptable to the Bank.
- 3. The Borrower through MoF and MoCE, via NFOŚiGW, shall maintain, throughout the implementation of their Respective Parts of the Program, the functions, staffing and resources appropriate to fulfill their respective functions under the Program (including technical, social and environmental safeguards, monitoring and fiduciary functions) as well as provide inputs for the Program reports referred to in Section III of this Schedule, not later than sixty (60) days after the end of each calendar semester.

B. Additional Program Implementation Arrangements

1. The Borrower, through MoF and MoCE, via NFOŚiGW, shall ensure their respective parts of the Program Action Plan are carried out, in accordance with the schedule set out in the said Program Action Plan in a manner satisfactory to the Bank.

Section II. <u>Excluded Activities</u>

The Borrower through MoF and MoCE, via NFOŚiGW, shall ensure that their Respective Parts of the Program exclude any activities which:

- **A.** In the opinion of the Bank, are likely to have significant adverse impacts that are challenging, diverse, or unprecedented on the environment and/or affected people; or
- **B.** Involve the procurement of: (1) works, estimated to cost ninety-five million Euro (€95,000,000) equivalent or more per contract; (2) goods and non-consulting services, estimated to cost sixty-two million Euro (€62,000,000) equivalent or more per contract; or (3) consulting services, estimated to cost twenty-five million Euro (€25,000,000) equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation

A. Program Reports

The Borrower shall furnish to the Bank each Program Report not later than sixty (60) days after the end of each calendar semester, covering the calendar semester.

B. Verification Agent and Verification Protocols

- 1. The Borrower, through MoCE, via NFOŚiGW, with regard to the subsidies Part of the Program shall:
 - (a) no later than three (3) months after the Effective Date, or such later date as agreed by the Bank, appoint and thereafter maintain, throughout the implementation of the Program, one or more credible verification agents, as needed, with qualifications and experience and under terms of reference acceptable to the Bank ("Verification Agent"), to verify the data and other evidence supporting the achievement of one or more "Disbursement Linked Results" or "DLRs" as set forth in the table of Section IV.A.2 of this Schedule; and
 - (b) (i) ensure that each Verification Agent carries out verification and processes in accordance with the Verification Protocol; and (ii) submits to the Bank the corresponding verification reports in a timely manner and in form and substance satisfactory to the Bank.

Section IV. <u>Withdrawal of Loan Proceeds</u>

A. General

- 1. Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to finance Program Expenditures (inclusive of Taxes), on the basis of the results ("Disbursement Linked Results" or "DLRs") achieved by the Borrower, as measured against specific indicators ("Disbursement Linked Indicators" or "DLIs"); all as set forth in the table in paragraph 2 of this Part A.
- 2. The following table specifies each category of withdrawal of the proceeds of the Loan (including the Disbursement Linked Indicators as applicable) ("Category"), the Disbursement Linked Results for each Category (as applicable), and the allocation of the amounts of the Loan to each Category:

Category (including Disbursement Linked Indicator as applicable)	Amount of the Loan Allocated (expressed in EURO)
DLI 1. Adoption of the Act of 28 October 2020 Amending the Act on Supporting Thermomodernization and Renovation and Certain Other Acts as published in the Borrower's Journal of Laws, item 2127, in respect solely to the amendments in the Act that specifically pertain to: (i) the establishment of the Central Registry of Emissions for Buildings (CEEB); (ii) the provision of financial resources to BGK to issue guarantees; and (iii) the transfer of the Stop Smog Program to MoCE	20,000,000
DLI 2. Adoption and operationalization at the national level of the Low-Income Program under CAPP	25,000,000
DLI 3. Publication and dissemination by NFOŚiGW of a consolidated CAPP progress report based on the Centralized CAPP Monitoring and Information System and submission of said report to the Coordination Committee	20,000,000
DLI 4. Mobilization of commercial financing under CAPP, with a one-stop shop provided by Eligible Financial Institutions for loans and subsidy payments	21,000,000
DLI 5. Increased awareness of CAPP based on an Expanded Program Outreach Campaign	20,000,000

DLI 6. Number of SFBs that have completed thermal renovations with Eligible Equipment and Materials under the CAPP	72,000,000
DLI 7. Number of inefficient and solid fuel boilers replaced with efficient, clean, non-coal heating systems with Eligible Equipment and Materials under the CAPP	72,000,000
TOTAL AMOUNT	250,000,000

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) on the basis of DLRs achieved prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed one hundred nineteen million seven hundred forty-two thousand six hundred and sixty-four Euro (€119,742,664) may be made on the basis of DLRs achieved prior to this date but on or after March 28, 2019; or
 - (b) for any DLR until and unless the Borrower has furnished evidence satisfactory to the Bank that said DLR has been achieved in accordance with Schedule 4 to this Agreement.
- 2. (a) Notwithstanding the provisions of Part B.1(b) of this Section, the Borrower may withdraw an amount not to exceed sixty-two million five hundred thousand Euro (€62,500,000) as an advance; provided, however, that if the DLR(s) in the opinion of the Bank, is/are not achieved (or only partially achieved) by the Closing Date, the Borrower shall refund such advance (or portion of such advance as determined by the Bank in accordance with the provisions of paragraph (3) of this Part B) to the Bank promptly upon notice thereof by the Bank.
 - (b) Except as otherwise agreed with the Borrower, the Bank shall cancel the amount so refunded.
 - (c) Any further withdrawals requested as an advance under any Category shall be permitted only on such terms and conditions as the Bank shall specify by notice to the Borrower.
- 3. Notwithstanding the provisions of Part B.1(b) of this Section, if any of the DLRs has not been achieved by the date by which the said DLR is/are set to be achieved, the Bank may, by notice to the Borrower:

- (a) for DLRs under Category (6) and/or (7), authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Loan then allocated to said Category which, in the opinion of the Bank, corresponds to the extent of achievement of said DLR, said lesser amount to be calculated in accordance with the respective formulae set out in Schedule 4 to this Agreement,
- (b) reallocate all or a portion of the proceeds of the Loan then allocated to said DLR to any other DLR; and/or
- (c) cancel all or a portion of the proceeds of the Loan then allocated to said DLR.
- 4. The Closing Date is March 31, 2027.

SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

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").

Level Principal Repayments

Principal Payment Date	Installment Share
On each May 15 and November 15	
Beginning November 15, 2026	
through May 15, 2036	4.76%
On November 15, 2036	4.8%

SCHEDULE 4

Disbursement Linked Indicators, Disbursement Linked Results and Allocated Amounts

Disburse ment Linked Indicator	Imple- menting Institu- tion	Results to be Achieved as Prior Results	Results to be Achieved in CY2022	Results to be Achieved in CY2023	Results to be Achieved in CY2024	Results to be Achieved in CY2025	Results to be Achieved in CY2026	Results to be Achieved in CY2027
DLI 1	MoCE	Adoption of the Act of 28 October 2020 amending the Act on Supporting Thermo-Modernizatio n and Renovation and Certain Other Acts as published in the Borrower's Journal of Laws, item 2127, that specifically pertain to: (i) the establishment of the Central Registry of Emissions for Buildings (CEEB); (ii) the provision of financial resources to BGK to issue guarantees; and (iii) the transfer of the "Stop Smog Program" to MoCE						

Allocated Amounts (expressed in EUR)		20,000,000				
DLI 2	MoCE NFOŚ iGW		2.1 NFOŚiGW has announced the first phase of the Low-Income Program on the CAPP website, and at least 100 applications by SFBs to the first phase of the Program have been submitted under the CAPP nationally	2.2 NFOŚiGW has announced the second phase of the Low- Income Program on the CAPP website, and thereafter at least 100 applications by SFBs have been submitted under the CAPP nationally		
Allocated Amounts (expressed in EUR)			5,000,000	20,000,000		
DLI 3	NFOŚ iGW			Publication and dissemination by the NFOŚiGW of a consolidated CAPP progress report based on the Centralized CAPP Monitoring and Information System and submission of		

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			said report to		
			the		
			Coordination		
			Committee		
Allocated					
Amounts					
(expressed			20,000,000		
in EUR)					
	- 1				
DLI 4	NFOŚ	Mobilization			
	iGW	of			
		commercial			
		financing			
		under the			
		CAPP, with			
		the			
		establishment			
		of a financial			
		mechanism			
		with at least			
		3 Eligible			
		Financial			
		Institutions			
		for the			
		provision of			
		loans and			
		payment of			
		subsidies			
		granted by WFOŚiGWs			
		WFOŚiGWs			
		to eligible			
		SFB owners			
		and at least			
		PLN 50			
		million worth			
		of loans			
		committed			
		by the			
		Eligible			
		Financial			
		Institutions			
		to SFB			
		 owners.		 	
Allocated				 	
Amounts					
		21,000,000			
(expressed					
in EUR)					

DLI 5	MoCE NFOŚ iGW		Rolling 3- month average of number of applications per month received under CAPP in CY2022 is greater than 10,000	Rolling 3- month average of number of applications per month received under CAPP is greater than 12,000	Rolling 3- month average of number of applications per month s received under CAPP is greater than 16,000	Rolling 3- month average of number of application s per month received under CAPP is greater than 25,000	Rolling 3- month average of number of applications per month received under CAPP is greater than 30,000	
Allocated Amounts (expressed in EUR)			4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	
DLI 6	NFOŚ iGW	101,000 SFBs have completed thermal renovations under the CAPP	40,000 additional SFBs have completed thermal renovations under the CAPP	77,800 additional SFBs have completed thermal renovations under the CAPP	95,800 additional SFBs have completed thermal renovations under the CAPP	114,800 additional SFBs have completed thermal renovations under the CAPP	132,800 additional SFBs have completed thermal renovations under the CAPP	37,800 additional SFBs have completed thermal renovation s under the CAPP
Allocated Amounts (expre ssed in EUR)		12,120,000 (Disburseme nt formula: €120 per SFB)	4,800,000 (Disburseme nt formula: €120 per SFB)	9,336,000 (Disbursement formula: €120 per SFB)	11,496,000 (Disburseme nt formula: €120 per SFB)	13,776,000 (Disbursem ent formula: €120 per SFB)	15,936,000 (Disbursem ent formula: €120 per SFB)	4,536,000 (Disburse ment formula: €120 per SFB)
DLI 7	NFOŚ iGW	127,000 inefficient and solid fuel boilers replaced with efficient, clean, noncoal heating systems under the CAPP	51,000 additional inefficient and solid fuel boilers replaced with efficient, clean, non- coal heating systems under the CAPP	75,600 additional inefficient and solid fuel boilers replaced with efficient, clean, non- coal heating systems under the CAPP	94,600 additional Inefficient and solid fuel boilers replaced with efficient, clean, non- coal heating systems under the CAPP	additional inefficient and solid fuel boilers replaced with efficient, clean, noncoal heating systems under the CAPP	133,600 additional inefficient and solid fuel boilers replaced with efficient, clean, non- coal heating systems under the CAPP	33,600 additional inefficient and solid fuel boilers replaced with efficient, clean, non-coal heating systems under the CAPP

Allocated Amounts (expressed in EUR)		14,514,286 (Disburseme nt formula: €114.29 per SFB)	5,828,571 (Disburseme nt formula: €114.29 per SFB)	8,640,000 (Disbursement formula: €114.29 per SFB)	10,811,429 (Disburseme nt formula: €114.29 per SFB)	13,097,143 (Disbursem ent formula: €114.29 per SFB)	15, 268,571 (Disbursem ent formula: €114.29 per SFB)	3,840,000 (Disburse ment formula: €114.29 per SFB)
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^{*}These DLRs are not time-bound. The calendar years in which they are expected to be achieved as per this Schedule are strictly for indicative purposes. These DLRs can accordingly be met up and until the Closing Date.

^{**}For the purposes of this Agreement, DLRs will be considered as "Prior Results" if they are achieved between March 28, 2019 and the Date of Signing.

APPENDIX

Definitions

- 1. "Act of 28 October 2020 Amending the Act on Supporting Thermo-modernization and Renovation and Certain Other Acts" means the Borrower's Act published in the Borrower's Journal of Laws, item 2127, entered into force on 1st January 2021.
- 2. "Anti-corruption Guidelines" means, for purposes of paragraph 6 of the Appendix to the General Conditions, the Bank's "Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing," dated February 1, 2012 and revised July 10, 2015.
- 3. "BGK" means the Bank Gospodarstwa Krajowego, the state bank of the Republic of Poland, whose tasks, scope of activity and organization are defined by the Borrower's Act on the Bank Gospodarstwa Krajowego dated March 14, 2003 (Journal of Laws of 2024, item 441) or its legal successor.
- 4. "Calendar Year" or "CY" means the date from January 1 to December 31.
- 5. "Category" means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
- 6. "Centralized CAPP Monitoring and Information System" means the Borrower's system to be adopted for the management information system (MIS) launched on the NFOŚiGW and WFOŚiGWs internal websites that brings together key information from applications and grant payment execution from WFOŚiGWs, including applications submitted and approved measures and technologies installed, results achieved at the regional, district and local levels, remaining SFBs (as defined hereinafter) to be served. The MIS would also allow for consolidated program progress and financial reporting to be done and used to produce annual progress reports that are shared with the Coordination Committee (as defined hereinafter) and to communicate with municipalities and voivodeships on the continued progress to be made.
- 7. "Clean Air Priority Program" or "CAPP" means the Borrower's Clean Air Priority Program adopted by the Borrower's NFOŚiGW Management Board Decision No. A/34/1/2018 on June 6, 2018, or its successor program thereof.
- 8. "Commercial Banks" means commercial banks established in the Borrower's territory pursuant to the Borrower's Act of August 29, 1997 Banking Law (Borrower's Journal of Laws of 2023, item 2488), and considered acceptable by the Bank for the purpose of DLI 4 under this Agreement.

- 9. "Cooperative Banks" means cooperative banks established in the Borrower's territory pursuant to the Borrower's Act of August 29, 1997 Banking Law (Borrower's Journal of Laws of 2023, item 2488) and considered acceptable by the Bank for the purpose of DLI 4 under this Agreement.
- 10. "Coordination Committee" means the committee referred to in Section I.A.2 of the Schedule 2 to this Agreement to be established by the Borrower, or its successor thereof.
- 11. "Disbursement Linked Indicator" or "DLI" means in respect of a given Category, the indicator related to said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
- "Disbursement Linked Result" or "DLR" means in respect of a given Category, the result under said Category as set forth in the table in Schedule 4 to this Agreement in the columns entitled "Results to be Achieved as Prior Results", "Results to be Achieved in CY22", or "Results to be Achieved in CY23", "Results to be Achieved in CY24", "Results to be Achieved in CY25", "Results to be Achieved in CY26", and "Results to be Achieved in CY27" as applicable. For avoidance of doubt, the years stated in the respective columns as temporal references for the achievement of any such DLRs are provided for indicative purposes only, and unless otherwise expressly or implicitly required by the wording of a given DLR, the DLRs can be achieved in advance or after such indicative period.
- "Eligible Equipment and Materials" means for the purposes of this Agreement equipment and materials defined as: (a) eligible in Annex 2 and Annex 2A of the CAPP, with the exception of coal boilers, or the list of equipment and materials included in the ZUM list (as defined hereinafter), with the exception of coal boilers for the subsidies Part of the Program; and (b) eligible tax relief pursuant to the Regulation of the Minister of Investment and Development dated December 21, 2018 (Borrower's Journal of Laws of 2018, item 2489) on determining the list of types of building materials, equipment and services related to the implementation of thermo-modernization projects, or its successor thereof, for the tax incentives Part of the Program.
- 14. "Eligible Financial Institutions" means the Commercial Banks and Cooperative Banks that have entered into agreements with the NFOŚiGW to participate to the CAPP as providers of financial resources to SFB, all under terms acceptable to the Bank.
- 15. "Excluded Activities" means the activities described in Section II of Schedule 2 to this Agreement.

- 16. "Expanded Program Outreach Campaign" means the launch of an expanded national-level public campaign on CAPP, with range of media tools, to facilitate application preparation and implementation for all program participants and including developing an awareness baseline, testing of messages, and impact monitoring with outcome indicators.
- 17. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for IBRD Financing, Program-for-Results Financing", dated December 14, 2018 (revised on August 1, 2020, April 1, 2021 and January 1, 2022).
- 18. "Low-Income Program" means the program of the Borrower to be adopted with eligibility criteria set to levels that include lower income single family buildings owners, under the CAPP, and with subsidy levels, mechanisms for eligibility verification, extended implementation support and monitoring acceptable to the Bank.
- 19. "Ministry of Climate and Environment" or "MoCE" means the Borrower's ministry in charge of climate and environment, or its successor thereof.
- 20. "Ministry of Development and Technology" or "MoDT" means the Borrower's ministry in charge of the economy, construction and housing or its successor thereof.
- 21. "Ministry of Family, Labour and Social Policy" or "MoFLSP" means the Borrower's ministry in charge of family, labour and social security, or its successor thereof.
- 22. "Ministry of Finance" or "MoF" means the Borrower's ministry in charge of finance or its successor thereof.
- 23. "National Fund for Environmental Protection and Water Management" or "NFOŚiGW" means the entity that is subordinated to the MoCE pursuant to the Borrower's Act of 27 April 2001 Environmental Protection Law (Borrower's Journal of Laws of 2024, item 54) or legal successor thereof.
- 24. "Program Action Plan" means the Borrower's plan dated November 4, 2021 and referred to in Section I.B of Schedule 2 to this Agreement, as may be amended from time to time with the agreement of the Bank.
- 25. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions.

- 26. "Single Family Building" or "SFB" means single family building as defined in the Borrower's Act of 7 July 1994 Construction Law (Borrower's Journal of Laws of 2023, item 682, as amended).
- 27. "Stop Smog Program" means the Borrower's government's program, initiated by the Borrower's Act to support lower-income SFB owners, or its successor program thereof.
- 28. "Verification Agent" means the agent or agents referred to in Section III.B of Schedule 2 to this Agreement.
- 29. "Verification Protocol" means the Borrower's Verification Protocol, setting forth the detailed criteria for the achievement of DLRs and means by which the same will be verified under the Program, under terms satisfactory to the Bank, as such Verification Protocol may be amended from time to time with the prior written agreement of the Bank.
- 30. "Regional Funds for Environmental Protection and Water Management" or "WFOŚiGWs" means the regional public entities established pursuant to the Borrower's Act of 27 April 2001 Environmental Protection Law (Borrower's Journal of Laws of 2024, item 54), (or legal successor(s) thereof), and that have entered into an agreement with NFOŚiGW, under terms satisfactory to the Bank, for the purposes of supporting the implementation of this Agreement.
- 31. "ZUM list" means the list adopted by the NFOŚiGW Management Board Decision No. B/29/15/2020 of July 14, 2020 on changes to the Agreement with the Institute of Environmental Protection National Research Institute concerning the development of an installations and materials base, named "List of green installations and materials", and considered satisfactory to the Bank for the purposes of DLI 6 and DLI 7 under this Agreement, or its successor thereof.