

Ms. Susanne Laszlo
UNICEF Nederland
slaszlo@unicef.nl,
cc: info@unicef.nl

April 05-Apr-2020

Re: PPG Grant No. TF0B2513
Grant for the Preparation of the Child Development and Protection
Project

Letter Agreement

Dear Ms. Laszlo,

In response to the request for financial assistance made by Stichting Nederlands Comite UNICEF (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development (“Bank”), acting as administrator of Sint Maarten Hurricane Irma Reconstruction, Recovery and Resilience Trust Fund (“TF”), proposes to extend to the Recipient a grant in an amount not to exceed five hundred twelve thousand United States Dollars (USD 512,000) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”).

This Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the Donor. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donor under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date this Agreement and returning one duly executed copy to the Bank. Upon receipt by the Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature

Very truly yours,


INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
(Acting as administrator Sint Maarten Hurricane Irma Reconstruction, Recovery and Resilience
Trust Fund)

By Tahseen Sayed

Tahseen Sayed Khan
Director
Caribbean
Latin America and the Caribbean Region

AGREED:

STICHTING NEDERLANDS COMITE UNICEF

By 
Authorized Representative
Name Susanne Laszlo
Title Executive Director
Date 06-Apr-2020

Enclosures:

- (1) "International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds" dated February 25, 2019.
- (2) Disbursement and Financial Information Letter of the same date as this Agreement, together with the "Disbursement Guidelines for Investment Project Financing", dated April 2020.

Article I
Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions (as defined in Section 1.02 below) constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Section, provided that for the purposes of this Agreement, the term “Project”, whenever used in the Standard Conditions, shall mean the activities referred to in Section 2.01 of this Annex (“Activities”). The following additional terms shall have the following meanings:

- (a) “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, 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, and as of July 1, 2016.
- (b) “Category” means a category set forth in the table in Section 3.01 of this Agreement.
- (c) “Environmental and Social Commitment Plan” or the acronym “ESCP” means the Recipient’s environmental and social commitment plan, acceptable to the Bank, dated March, 2020, which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Activities, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written agreement of the Bank, and such term includes any annexes or schedules to such plan.
- (d) “Environmental and Social Standards” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank at: www.worldbank.org.

- (e) “Main Project” means the Child Development and Protection Project, which the Project will be supporting the preparation of, as described in Section 2.01 of this Annex.
- (f) “Operating Costs” means reasonable incremental costs of Project implementation such as vehicle operation and maintenance, including fuel and insurance, reasonable bank charges, office rent, office supplies, utilities, documents production, travel costs for authorized Project related travel, including per diem, and accommodation, and other miscellaneous costs directly associated with the Project implementation, all based on periodic budgets acceptable to the Association, but excluding salaries of Sint Maarten’s civil servants and UNICEF regional office staff.
- (g) “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.
- (h) “Project” means the project described in Section 2.01 of this Annex and to be financed by the Grant.
- (i) “Standard Conditions” means the “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds”, dated February 25, 2019.
- (j) “Training” means the reasonable costs associated with training and workshop participation under the Activities, consisting of travel and subsistence costs for training participants, costs (other than consulting services) associated with securing the services of trainers and presenters, rental of training facilities, translation and interpretation services, preparation and reproduction of training materials.

Article II

Project Execution

2.01. ***Project Objectives and Description.*** The objective of the Grant is to support the preparation of the activities related to the Child Development and Protection Project (“Main Project”) aimed at strengthening (a) the resilience of students and staff to the emotional and physical impacts of natural disasters and (b) the child protection systems and services to improve preparation and response to natural disasters. The Project consists of the following activities to support (i) preparation and readiness of the Main Project; and (ii) initiation of key activities to allow for a rapid start of implementation of the Main Project:

- (a) Establishing a coordination and implementation team for the Main Project;
- (b) Preparing detailed description of activities, procurement plan, results framework, project implementation manual, stakeholder consultations and stakeholder engagement plan (SEP), grievance redress mechanism, ESCP and labor management plan for the Main Project;
- (c) Preparations of activities under the Main Project, including developing a data collection protocol for students’ psychosocial needs after an emergency, action plan on positive parenting methods, analysis of the needs of the Youth Parliament and Youth Council of Sint Maarten, review of education sector contingency plan and action plan for implementation, review of damage and needs assessment tools, review of school safety and emergency

- guidelines and technical assistance to inter-ministerial working group to develop an action plan to improve the child protection system;
- (d) Study on existing social service providers in the territory of Sint Maarten to map structures and resources available to support the child protection system in Sint Maarten; and
 - (e) Development of data collection mechanism on child rights, action plan and dissemination at the ministerial level to inform child protection policies.

2.02. ***Project Execution Generally.*** The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the Anti-Corruption Guidelines; and (c) this Article II.

2.03. ***Institutional and Other Arrangements.*** Without limitation upon the provisions of Section 2.02 above:

The Recipient shall, throughout the implementation of the Project, maintain a Project team, with staff in adequate numbers with terms of reference, qualifications and experience satisfactory to the Bank to be responsible of all fiduciary aspects of Project implementation and coordination, including financial management and procurement. Without limitation to the previous sentence such team shall include an environmental and social (E&S) specialist to support the management of E&S risks and the preparation of the E&S instruments for Main Project.

2.04 ***Environmental and Social Standards.***

- (a) The Recipient shall ensure that the Activities are carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
- (b) Without limitation upon paragraph (a) above, the Recipient shall ensure that the Activities are implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Recipient shall ensure that:
 - (i) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and as further specified in the ESCP;
 - (ii) sufficient funds are available to cover the costs of implementing the ESCP;
 - (iii) policies, procedures and qualified staff are maintained to enable it to implement the ESCP, as further specified in the ESCP; and
 - (iv) the ESCP or any provision thereof, is not amended, revised or waived, except as the Bank shall otherwise agree in writing and the Recipient has, thereafter, disclosed the revised ESCP.

In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

- (c) The Recipient shall:
 - (i) take all measures necessary on its part to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the

status of compliance with the ESCP and the management tools and instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (A) the status of implementation of the ESCP; (B) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (C) corrective and preventive measures taken or required to be taken to address such conditions; and

- (ii) promptly notify the Bank of any incident or accident related to or having an impact on the Activities which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the instruments referenced therein and the Environmental and Social Standards.
- (d) The Recipient shall maintain and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Bank, to hear and determine fairly and in good faith all complaints raised in relation to the Activities, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Bank.

2.05 ***Documents; Records***

In addition, and without limitation to the obligations set forth in Section 2.05 of the Standard Conditions, the Recipient shall ensure that:

- (a) all records evidencing expenditures under the Project are retained for seven years and six months after the Closing Date, such records to include: (i) this Agreement, all addenda thereof, and any amendments thereto; (ii) the Recipient's financial and narrative progress reports submitted to the Bank; (iii) the Recipient's financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the Recipient's implementation documentation (including sub-agreements, procurement files, contracts, purchase orders); and (v) the corresponding supporting evidence referred to in Section 3.04 of the Standard Conditions; and
- (b) the representatives of the Bank are: (i) able to examine all records referred to above in paragraph (a); (ii) provided all such information concerning such records as they may from time to time reasonably request; and (iii) able to disclose such records and information to the Donor.

2.06. ***Project Monitoring, Reporting and Evaluation.*** The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days after each calendar semester, covering the calendar semester.

Article III Withdrawal of Grant Proceeds

3.01. ***Eligible Expenditures.*** The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, consulting services, non-consulting services, Operating Costs and Training under the Project	512,000	100%
TOTAL AMOUNT	512,000	

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of this Agreement.

3.03. **Withdrawal Period.** The Closing Date is September 30, 2020.

Article IV Recipient's Representative; Addresses

4.01. **Recipient's Representative.** The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its director.

4.02. **Recipient's Address.** For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient's Address is:

Stichting Nederlands Comité UNICEF

Bezuidenhoutseweg 74

2594 AW The Hague

The Netherlands

(b) the Recipient's Electronic Address is: info@unicef.nl, slaszlo@unicef.nl

4.03. **Bank's Address.** For purposes of Section 7.01 of the Standard 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

(b) the Bank's Electronic Address is:

Telex:

Facsimile:

248423 (MCI) or
64145 (MCI)

1-202-477-6391