
GRANT NUMBER TF0B3788

**Sint Maarten: Hurricane Irma
Reconstruction, Recovery and
Resilience Additional Financing
Grant Agreement**

(Additional Financing Sint Maarten Hospital Resiliency and Preparedness Project)

between

SINT MAARTEN MEDICAL CENTER FOUNDATION

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

**acting as administrator of Sint Maarten: Hurricane Irma Reconstruction, Recovery
and Resilience Trust Fund**

GRANT NUMBER TF0B3788

**SINT MAARTEN: HURRICANE IRMA RECONSTRUCTION, RECOVERY AND
RESILIENCE GRANT AGREEMENT TRUST FUND**

AGREEMENT dated as of the Signature Date between SINT MAARTEN MEDICAL CENTER FOUNDATION (“SMMC” or “Recipient”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“World Bank” or “Bank”), acting as administrator of the Sint Maarten: Hurricane Irma Reconstruction, Recovery and Resilience Trust Fund.

WHEREAS, the Government of the Netherlands (“Donor”) and the World Bank entered into an administration agreement in support of a trust fund for the *Sint Maarten Hurricane Irma Reconstruction, Recovery and Resilience Program* (“Trust Fund”);

WHEREAS, in a letter dated June 6, 2018, the Prime Minister of Sint Maarten communicated to the World Bank its proposal for the World Bank to enter into a grant agreement with SMMC, as the recipient of a grant financed by the Trust Fund, in support of the Sint Maarten Hospital Resiliency and Preparedness Project, as said project is described in Schedule 1 of this Agreement (“Project”); and

WHEREAS, on June 19, 2018, the Government of Sint Maarten, represented by its Minister of the Ministry of Public Health, Social Development and Labor (“VSA”), and the SMMC, represented by its Director, concluded a bilateral agreement, titled *Agreement Trust Fund Sint Maarten General Hospital*, that: (a) recognizes the Government of Sint Maarten’s authorization of SMMC to sign a grant agreement for a new hospital building following the approval of the Council of Ministers of Sint Maarten; (b) specifies the supervisory role of the Government of Sint Maarten, through its Minister of VSA, in the development of the new hospital building and specifically the Project; (c) provides authority to the Secretary General of VSA to appoint a member of the Supervisory Board; and (d) recognizes that the SMMC will use the grant only (i) for the development of the new hospital, (ii) to provide works necessary for the current hospital to provide essential services during the transition phase towards opening the new hospital, and (iii) the management of the Project.

WHEREAS, in an official communication dated March 19, 2020, the Government of Sint Maarten, through SMMC requested to the Bank, additional financing for the Project.

NOW THEREFORE, the Recipient and the Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

- 1.01. The Standard 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 Standard Conditions or in the Appendix to this Agreement.

Article II
The Project

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions and, Schedule 2 to this Agreement.

Article III
The Grant

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed three million six hundred ten thousand United States Dollars (US\$3,610,000) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the Donor to the trust fund. In accordance with Section 3.02 of the Standard Conditions, 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.

Article IV
Additional Remedies

- 4.01. The Additional Event of Suspension referred to in Section 4.02(k) of the Standard Conditions consists of the following:

- (a) The articles of incorporation of the Recipient, or any other relevant instrument of establishment or registration, or any relevant legislation, governmental order, regulation or agreement, that (i) establishes the Recipient, (ii) enables it to function as a hospital, and/or (iii) impacts its ability to carry out any of its obligations under this Agreement, is introduced, amended, suspended, abrogated, repealed or waived so as, in the opinion of the World Bank, to affect materially and adversely the Recipient's ability to perform any of its obligations under the Project.
- (b) The World Bank has determined after the Effective Date referred to in Section 5.03 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred that would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

Article V
Effectiveness; Termination

- 5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.
 - (a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary corporate and governmental action.
 - (b) If the World Bank so requests, the condition of the Recipient, as represented or warranted to the World Bank at the date of this Agreement, has undergone no material adverse change after such date.
- 5.02 As part of the evidence to be furnished pursuant to Section 5.01(a), the Recipient shall furnish to the World Bank an opinion satisfactory to the World Bank, of counsel acceptable to the World Bank, or if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing on behalf of the Recipient that this Agreement has been duly authorized by, and executed and delivered on behalf of, the Recipient and is legally binding upon the Recipient in accordance with its terms.
- 5.03 Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective,

the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

- 5.04 *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article VI
Recipient's Representative; Addresses

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Medical Director.
- 6.02. For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient's address is:

Sint Maarten Medical Center Foundation
Welgelegen Road 30
Cay Hill
Sint Maarten; and

(b) the Recipient's Electronic Address is:

Facsimile:
+1 721 543 0116

- 6.03. 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: | E-mail |
|--------------------------------|----------------|----------------------|
| 248423 (MCI) or 64145 (MCI) | 1-202-477-6391 | tsayed@worldbank.org |

AGREED as of the Signature Date.

SINT MAARTEN MEDICAL CENTER FOUNDATION

By



Authorized Representative

Name: Dr. Felix Holiday _____

Title: Medical Director SMMC _____

Date: 03-Sep-2020 _____

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
acting as administrator of the Sint Maarten Hurricane
Reconstruction, Recovery and Resilience Trust Fund**

By



Authorized Representative

Name: Tahseen Sayed _____

Title: Country Director _____

Date: 01-Sep-2020 _____

SCHEDULE 1

Project Description

The objective of the Project is to improve the preparedness and capacity of hospital services in Sint Maarten.

The Project consists of the following parts:

Part 1. Building and launching of the new hospital

Provision of support for the design update, construction, and launching of a new hospital facility, including: (a) updating the design of the new facility to withstand category 5 plus hurricane level winds; (b) construction of the new facility to the said redesigned requirements; (c) provision of medical and non-medical equipment and related training; and (d) provision of maintenance services.

Part 2. Transition and Contingency Plan for Sint Maarten Medical Center

- (a) Provision of: (i) civil works for the rehabilitation and reinforcement of the existing hospital facility roof; and (ii) other civil works and equipment needed for the critical rehabilitation and upgrades of the existing hospital facility during the period of transition to the new facility, including, *inter alia*, (A) provision of an electric generator and generator care complex, a fire detection system, a water control plan, new storage for medical supplies, an access control system, a medical gas distribution, an information, communication and technology system, and link to fiber optic cables; (B) expansion of the dialysis capacity, and the care complex; (C) adjustment of the general facilities; (D) construction and relocation of support services building and the medical surgical ward; and (E) upgrading of the operating theater complex.
- (b) Provision of technical assistance to support the updating and implementation of clinical guidelines and quality control mechanisms and internal technical audits.
- (c) Establishment of arrangements with strategic partners, acceptable to the World Bank, for the provision of training of human resources.
- (d) Provision of support to the Recipient in its accreditation process with the Joint Commission International.

Part 3. Project Management

Provision of equipment and Operating Costs needed for timely and efficient implementation of the Project, including the provision of experts in technical areas, and areas of procurement, financial management, disbursement, monitoring and evaluation, and environmental and social safeguards.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements.

1. Without limitation to the provisions of Article II of the Standard Conditions and except as the World Bank shall otherwise agree, the Recipient shall, as relevant, maintain throughout Project implementation, with composition, resources, terms of reference and functions acceptable to the World Bank, a Project management team to be responsible for:
 - (a) the management, coordination and implementation of the Project, including the Project's (i) technical, administrative, procurement, environmental and social safeguards, disbursement, and financial management, including financial and technical audits, (ii) community engagement and communications, and (iii) monitoring, reporting and evaluation responsibilities, as specified in the Project Operations Manual ("POM");
 - (b) the assurance of the proper application in the Project of the requirements, criteria, policies, procedures and organizational arrangements set forth in this Agreement, the POM, and Safeguard Instruments; and
 - (c) coordination with the relevant ministries and agencies of the Government of Sint Maarten, including, specifically, the Ministry of Public Health, Social Development and Labor ("VSA"), the Sint Maarten Health and Social Insurance Fund ("SZV"), the Interim Recovery Committee, and the National Recovery Program Bureau, in the preparation and implementation of the Project.
2. With respect to the Supervisory Board, and the Board of Directors, the Recipient shall ensure for each body: (a) the staffing of qualified representatives; (b) the appropriate participation by the appointed representatives; and (c) the body's efficient and effective functioning in accordance with the Recipient's articles of incorporation then in effect.

B. Project Operations Manual

1. By not later than thirty (30) days after the Effective Date, the Recipient shall have updated the POM, in substance and form, and in a manner acceptable to the World Bank.

2. The Recipient shall carry out the Project in accordance with the POM, which shall consist of different schedules setting forth rules, methods, guidelines, specific development plans, standard documents and procedures for the carrying out of the Project. The POM shall include, *inter alia*, provisions on the following:
 - (a) the detailed description of all Project activities supported under this Agreement, their sequencing and the prospective timetable and benchmarks in relation thereto;
 - (b) the parties responsible for carrying out the respective parts of the Project;
 - (c) the detailed qualification and selection criteria and processes, as relevant, for the respective parts of the Project;
 - (d) the safeguards arrangements, including the grievance redress mechanism, for the Project;
 - (e) the financial management arrangements for the Project;
 - (f) coordination arrangements between the relevant parties for the day-to-day execution of the Project; and
 - (g) Project monitoring, evaluation, reporting, and communications.
3. The POM may not be assigned, amended, abrogated or waived, or permitted to be assigned, amended, abrogated or waived, or any provision thereof, in a manner which, in the opinion of the World Bank, may materially and adversely affect the implementation of the Project; the POM may only be amended in consultation with, and after approval of, the World Bank. In case of any conflict between the terms of the POM and those of this Agreement, the terms of this Agreement shall prevail.

C. Annual Work Plan and Budget

The Recipient shall:

- (a) prepare and furnish to the World Bank not later than October 1st of each year during the implementation of the Project, a proposed Annual Work Plan and Budget containing: (i) all activities to be carried out under the Project during the following year; (ii) a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing; and (iii) any training activities that may

be required under the Project including (A) the type of training, (B) the purpose of the training, and (C) the cost of the training;

- (b) afford the World Bank a reasonable opportunity to exchange views with the Recipient on each such proposed Annual Work Plan and Budget, and shall thereafter ensure that the Project is implemented with due diligence during said following year, in accordance with such Annual Work Plan and Budget as shall have been approved by the World Bank; and
- (c) not make or allow to be made any change to the approved Annual Work Plan and Budget without the World Bank's prior written approval.

D. Safeguards.

1. The Recipient shall, following proper public consultations, update and publicly disclose an Environmental and Social Safeguards Due Diligence Checklist, to be applied by the Recipient for Part 2(a)(ii) of the Project, in form and substance satisfactory to the World Bank.
2. Following the Recipient's adoption and public disclosure of the updated Environmental and Social Safeguards Due Diligence Checklist and the updated ESMP (collectively, "Safeguard Instruments"), the Recipient shall incorporate and thereafter maintain Safeguard Instruments in the POM, all to the satisfaction of the World Bank.
3. Without limitation to the provisions of Section 2.01 of the Standard Conditions, the Recipient shall carry out the Project in accordance with the provisions of the Safeguard Instruments, and to this end, shall maintain throughout Project implementation, dedicated staff to ensure the Project's compliance with the Safeguard Instruments, all of which shall be acceptable to the World Bank.
4. Civil works under Part 1 and Part 2(a)(ii) of the Project shall begin only after the requisite Safeguard Instruments have been prepared, properly consulted on, adopted and publicly disclosed.
5. In carrying out the Project, the Recipient shall ensure that the activities involve no land acquisition or Involuntary Resettlement, and shall immediately inform the World Bank of any circumstances that have arisen or that may arise concerning: (a) the Recipient's legal possession of a proposed or selected site; or (b) the possibility of Involuntary Resettlement on a proposed or selected site, recognizing that no civil works related to the Project shall continue under such circumstances until arrangements to address such Involuntary Resettlement have been adopted and implemented by the Recipient, all to the satisfaction of the World Bank.

6. The Recipient shall ensure that: (a) any technical advice conveyed through technical assistance financed under this Agreement complies with the requirements of the relevant Safeguard Policies then in force; (b) all contractors carrying out the Project perform their work in accordance with the technical and environmental practices applicable to the Project, in accordance with the World Bank's Safeguard Policies, and as set forth in the Safeguard Instruments, and under terms of reference and with qualifications and experience necessary to satisfactorily carry out the design and construction of the Project, and all of which shall be acceptable to the World Bank; and (c) any contracts for civil works under the Project include Codes of Conduct, for local and international contractors, their staff, guest workers, and laborers, in form and substance acceptable to the World Bank.
7. The Recipient shall ensure that the Safeguard Instruments, and any provision thereof, shall not be amended, suspended, abrogated, terminated or waived or permitted to be amended, suspended, abrogated, terminated or waived, except with the prior written consent of the World Bank.
8. Not later than thirty (30) days following the Effective Date, the Recipient shall maintain and publicize throughout Project implementation, a Project feedback and grievance redress mechanism, in form and substance satisfactory to the World Bank, to hear and determine fairly and in good faith all feedback and complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by said feedback and grievance redress mechanism, in a manner satisfactory to the World Bank.
9. The Recipient shall:
 - (a) as soon as reasonably practicable, but no later than five (5) days after the occurrence of a Significant Event, inform the World Bank by any electronic means of the nature of the incident, accident, or circumstance and any effect or impact (whether on-site or off-site) resulting or likely to result there from;
 - (b) as soon as reasonably practicable, but no later than thirty (30) days after such Significant Event, provide the World Bank with a summary report that includes a description of such Significant Event, and the measures, if any, that the Recipient is taking or plans to take to address such Significant Event and to prevent any future similar event; and
 - (c) keep the World Bank informed of the on-going implementation of the said measures and plans.

Section II. Project Monitoring, Reporting and Evaluation

A. 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(s).

B. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days after the end of each calendar quarter, covering the calendar quarter.

Section III. Withdrawal of Grant Proceeds

A. General

- 1. 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, non-consulting services, consulting services, Training and | 2,970,000 | 100% |

| | | |
|--|-----------|------|
| Operating Costs under Parts 2 (a) (ii) and Part 3 of the Project | | |
| (2) Works under Part 2 (a) (ii) of the Project | 640,000 | 100% |
| TOTAL AMOUNT | 3,610,000 | |

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is July 31, 2024.

APPENDIX

Section I. Definitions

1. “ANG” means Netherlands Antillean Guilder, the lawful currency of Sint Maarten and Curaçao.
2. “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.
3. “Annual Work Plan and Budget” means the work plan and budget prepared annually by the Recipient and approved by the Association in accordance with Section I.C of Schedule 2 to this Agreement; “Annual Work Plans and Budgets” means more than one such Annual Work Plan and Budget.
4. “Board of Directors” means the board of directors of the Recipient that is responsible for the daily management and decision making relating to the operation of the Recipient, or its legal successor or successors thereto.
5. “Codes of Conduct” means the codes of conduct referred to in Section I.D.6 (c) of Schedule 2, detailing, *inter alia*, measures and standards of professional conduct for people working on the Project, including with regard to preventing sexual harassment and responding to matters of violence (including gender-based violence, and violence against minors), and included in the Environmental and Social Management Plan and shared with workers and the community.
6. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
10. “Donor” means the Government of the Netherlands.
11. “Environmental and Social Safeguards Due Diligence Checklist” means the safeguards instrument of the Recipient, to be applied in respect to all upgrades carried out under Part 2(a)(ii) of the Project, that verifies that all environmental and social impacts and risks have been addressed in a manner acceptable to the World Bank.
12. “Environmental and Social Management Plan” or “ESMP” means the plan adopted by the Recipient, in respect of activities to be carried out by the Recipient under the Project; such plan defines the detailed measures to manage potential environmental and social risks and mitigate, reduce and/or offset adverse environmental and social impacts associated with the implementation of said

activities under the Project, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms, as the same may be amended and supplemented from time to time.

13. “Environmental and Social Safeguards Audit” means an instrument to determine the nature and extent of environmental and social safeguard areas of concern and compliance at an existing facility and proposes and justifies appropriate measures to mitigate areas of concern, estimates the costs of the measures, and recommends a schedule for implementing them.
14. “Interim Recovery Committee” or “IRC” means the committee of the same name established under the Recipient’s Minister of General Affairs’ office, or any legal successor or successors thereto.
15. “Involuntary Resettlement” means: (a) the involuntary taking of land resulting in (i) relocation or loss of shelter, (ii) loss of assets or access to assets, and (iii) loss of income sources or means of livelihood, whether or not the affected persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of such person.
16. “Joint Commission International” means the standards-setting and accrediting body in health care in the United States, see <https://www.jointcommissioninternational.org>.
17. “Ministry of General Affairs” means the Recipient’s ministry of the same name or any legal successor or successors thereto.
18. “Ministry of Public Health, Social Development and Labor” or “VSA” means Volksgezondheid, Sociale Ontwikkeling en Arbeid, the Recipient’s ministry of the same name or any legal successor or successors thereto.
19. “National Recovery Program Bureau” or “NRPB” means the bureau of the same name to be established by law through the *Temporary National Ordinance on the National Recovery Program Bureau* as an independent administrative agency of the Recipient, for the purpose of managing the Trust Fund and implementing projects financed under the Trust Fund, or any legal successor or successors thereto.
20. “Operating Costs” means reasonable incremental expenses directly incurred on account of the implementation, management, and monitoring of the projects carried out under the Trust Fund, including project audits, office supplies,

publication of procurement notices, vehicle rental, office and equipment maintenance and repair, communication, translation and interpretation, travel and supervision costs, printing, publication fees, ownership of intellectual property rights, and other miscellaneous expenses directly associated with the Project and agreed between the World Bank and the Recipient.

23. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated March 21, 2020, and provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.
24. “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.
25. “Project Operations Manual” or “POM” means the Project Operations Manual referred to in Section I.B of Schedule 2 to this Agreement, as the said manual may be amended from time to time with the prior written approval of the World Bank, and such term includes any schedules to the POM.
26. “Safeguard Instruments” means collectively the Environmental and Social Safeguards Due Diligence Checklist and the ESMP, and any ancillary safeguards instruments required, as needed, pursuant to the ESMP.
27. “Signature Date” means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to “the date of the Grant Agreement” in the Standard Conditions.
28. “Significant Event” means: (a) any significant social, labor, health and safety, security or environmental incident, accident, or circumstance involving the Project, including, without limitation, explosions, spills, and any workplace accidents that result in death, serious or multiple injury, material pollution, or any violent labor unrest or dispute between the Recipient or security forces (assigned to protect the Project) and local communities, or any case of gender-based violence or violence against minors; or (b) any other event or circumstance having, or which could reasonably be expected to have, a material adverse effect on the implementation or operation of the Project in accordance with the Safeguard Instruments.
29. “Sint Maarten Health and Social Insurance Fund” or “SZV” means *Sociale en Ziektekosten Verzekeringen*, the social and health insurance implementing body, with an independent function, established pursuant to Sint Maarten’s *Landsverordening Uitvoeringsorgaan Sociale en Ziektekosten Verzekeringen (National Ordinance Implementing Body for Social and Health Insurance)*.

30. “Sint Maarten Medical Center Foundation” or “SMMC” means the legal entity of the same name incorporated as a foundation under Sint Maarten law by its articles of incorporation registered with the Sint Maarten Chamber of Commerce under Registration Number 18738, and established by a national decree of the Government of Sint Maarten as the sole hospital facility on Sint Maarten, or its legal successor or successors thereto.
31. “Supervisory Board” means the supervisory board of the Recipient that is responsible for the supervision of the Recipient’s Board of Directors, including the approval of certain decisions concerning the Recipient, including in respect to the Recipient’s budget and organization, as set forth in the Recipient’s articles of incorporation.
32. “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.