
GRANT NUMBER C0966

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

(Second Additional Financing – Sint Maarten Emergency Recovery Project I)

between

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

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

and

NATIONAL RECOVERY PROGRAM BUREAU

**SINT MAARTEN: HURRICANE IRMA RECONSTRUCTION,
RECOVERY AND RESILIENCE**

GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“World Bank”), acting as administrator of the Sint Maarten: Hurricane Irma Reconstruction, Recovery and Resilience Trust Fund, and NATIONAL RECOVERY PROGRAM BUREAU (“Recipient”) for the purpose of providing additional financing for activities related to the Original Project.

RECOGNIZING, this Agreement, including its schedules and appendix: (a) is concluded with the Recipient at the request of the Prime Minister of Sint Maarten, made on behalf of Sint Maarten, as communicated in a letter of April 12, 2023, to the World Bank; and (b) is not an international treaty and will not be registered as a treaty under Article 102 of the United Nations Charter.

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 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 nineteen million five hundred thousand United States Dollars (USD 19,500,000) (“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 NRPB Legislation or any other relevant instrument of establishment or registration, or any relevant legislation, governmental order, regulation or agreement that establishes the Recipient and/or 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 showing 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 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.
- (c) The Recipient has provided to the World Bank the written confirmation from the Ministry of General Affairs (“MoGA”), addressed to the Recipient and the World Bank, evidencing MoGA’s assurance to enable the NRPB to fulfill the commitments under this Agreement; said assurance shall include: (i) ensuring the provision of the funds, facilities, services, and other resources required for the Project as promptly as needed; (ii) providing support to the Recipient in fulfilling the terms and conditions set forth in this Agreement and the Project Operations Manual; and (iii) ensuring the coordination and support of the relevant Government ministries and agencies.

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 Sint Maarten, acceptable to the World Bank, showing the following matters:

- (a) the Recipient has the legal capacity under the laws of Sint Maarten to receive the Grant proceeds and to carry out the Recipient’s Project implementation obligations set forth in this Agreement, all for the benefit of Sint Maarten; and
- (b) 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 Director.

- 6.02. For purposes of Section 7.01 of the Standard Conditions:

the Recipient's address is:

National Recovery Program Bureau
#57 Walter J.A. Nisbeth Road
Philipsburg
Sint Maarten.

- 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:
248423 (MCI) or 64145 (MCI)	1-202-477-6391.

AGREED as of the Signature Date.

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

By

Lilia Burunciuc

Authorized Representative

Name: Lilia Burunciuc

Title: Country Director

Date: 16-May-2023

NATIONAL RECOVERY PROGRAM BUREAU

By



Authorized Representative

Name: Claret Connor

Title: Director

Date: 02-Jun-2023

SCHEDULE 1

Project Description

The objective of the Project is to contribute to Sint Maarten's immediate emergency recovery needs and strengthen institutional capacity to manage resilient recovery and reconstruction.

The Project consists of the Original Project as amended below:

Part 1. Emergency measures for the recovery of disaster first responders and preparedness facilities.

- (a) *Critical disaster preparedness and response infrastructure repairs and improvements.*

Provision of support to improve the national emergency response and disaster preparedness system, including:

- (i) repairing and expansion of the fire and ambulance building;
- (ii) repairing of selected national police force office buildings infrastructure;
- (iii) repairing and provision of equipment to designated shelters; and
- (iv) reestablishment of the operational capacity of national meteorological services to support disaster risk management, through the provision of support in designing a resilient operations building and replacing damaged equipment.

- (b) *First responders' emergency equipment.*

Provision of:

- (i) vehicles (including fire trucks, ambulances, support vehicles, and evacuation bus) and related equipment, and repairs to damaged equipment, that are necessary to support emergency services (including fire and ambulance services) and improve response and operational readiness;
- (ii) communication equipment, including satellite phones, to improve the national emergency communications network (including public warning systems);

- (iii) priority vehicles to replace vehicles destroyed by hurricane or where critical need is identified, which may include such vehicles to: (A) the Ministry of Tourism, Economic Affairs, Traffic and Telecommunication (“TEATT”); (B) Ministry of Finance; (C) Ministry of Public Health, Social Development and Labor (“VSA”); (D) Ministry of Public Housing, Spatial Planning, Environment and Infrastructure (“VROMI”); (E) Ministry of Education, Culture Youth and Sport (“MECYS”); and (F) the MoGA; and
 - (iv) a Lidar terrain and bathymetric survey.
- (c) *Training on national disaster response plan.*
- Provision of training and workshops for government officials to promote greater understanding of the national disaster response plan and its implementation

Part 2. Restoration and Increasing Resilience of Water and Electricity Infrastructure.

- (a) *Restoration of Electricity Services.*
- Restoration of electricity services and improvement of said services’ performance in future disaster events through, *inter alia*, expansion of the trenching program to move remaining utility cables and water supply pipes underground.
- (b) *Increasing Resilience of the Water System.*
- Increasing of the water storage capacity to 1.7 days and strengthening of the Sint Maarten’s water system’s resilience to hurricane and other climate shocks through, *inter alia*, repairing, upgrading, and increasing the water storage capacity.
- (c) *Technical Assistance to GEBE.*
- Provision of technical assistance to improve GEBE’s performance and accountability to users through, *inter alia*: (i) provision of institutional support; (ii) provision of technical assistance on financial, operational; and commercial management; (iii) updating of GEBE’s business plan; and (iv) carrying out of feasibility studies and technical designs of key identified investments to be supported.

Part 3. Housing Repair and Public Buildings Repair and Reconstruction.

(a) *Home Repair Program.*

Provision of assistance to the Recipient, including Cash Compensation and Assistance, in support of making repairs to damaged houses of the most vulnerable households selected based on administrative, socio-economic, and economic criteria and procedures acceptable to the World Bank, and with improved technical standards.

(b) *Emergency Support to the Sint Maarten Housing Development Foundation (“SMHDF”).*

Provision of assistance to SMHDF, including Cash Compensation and Assistance, in support of:

- (i) repairing severely damaged housing stock used by low-income families; and
- (ii) providing technical assistance to support the design of a proposed housing complex.

(c) *Public Building Repairs.*

Provision of support to the Recipient to:

- (i) repair damaged Public Buildings, including schools (and school gyms), sports and community centers, and other public buildings; and
- support the cost of temporary relocation and education continuity during construction.

Part 4. Institutional Support for Reconstruction.

(a) *Support to the Interim Recovery Committee (“IRC”).*

Provision of technical capacity building and Operating Costs to the IRC for the management and implementation of projects financed by the Sint Maarten: Hurricane Irma Reconstruction, Recovery and Resilience Trust Fund, during the period of establishment of the NRPB, and for a transition period following the NRPB’s establishment.

(b) *Support to the Recipient.*

Provision of support to the Recipient for the management and implementation of projects financed by the Trust Fund, including the provision of staffing, and Operating Costs acceptable to the World Bank, all necessary for timely and efficient implementation of the projects under the Trust Fund, and for establishing a sustainable, long-term institutional framework.

(c) *Emergency Financial Protection Measures.*

Provision of financing for the Government's costs to participate in the CCRIF SPC ("Participation Fee") and other regional and international organizations focusing on disaster risk management and resilience building, as well as the Government's costs of Annual Premiums for catastrophe risk insurance with CCRIF.

(d) *Project Management.*

Provision of support to the Recipient in Project management, implementation, monitoring and evaluation, including technical assistance for technical assessments and studies, engineering design, and fiduciary and environmental and social safeguards support.

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 otherwise agrees, the Recipient shall, throughout Project implementation, maintain staffing with composition, resources, terms of reference qualifications, and functions acceptable to the World Bank, including, *inter alia*, a financial management specialist, a procurement specialist, an environmental and a social safeguards specialist.
2. The Recipient shall coordinate with the following ministries/agencies in preparation and implementation of the technical aspects of the respective activities:
 - (a) for Part 1 of the Project, MoGA, VSA, TEATT, MECYS, VROMI, the Ministry of Justice and the Ministry of Finance, for the relevant respective activities;
 - (b) for Part 3 (a) of the Project, VSA and VROMI;
 - (c) for Part 3 (b) of the Project, SMHDF; and
 - (d) for Part 3 (c) of the Project, VROMI and MECYS.
3. In carrying out Part 1 (b) (iii) of the Project, the Recipient shall coordinate with the Council of Ministers to identify the ministries and agencies to receive replacement priority vehicles based on the most urgent need, acceptable to the World Bank.
4. In carrying out Part 3 (a) of the Project, the Recipient shall coordinate with VSA to select beneficiaries in accordance with selection criteria and processes acceptable to the World Bank, and such criteria and processes shall be set forth in the POM once their acceptability have been confirmed by the World Bank.
5. In carrying out Part 4 (c) of the Project, the Recipient shall:
 - (a) make the proceeds of the Grant available to the CCRIF, pursuant to a participation agreement (“Participation Agreement”) and an insurance agreement (“Insurance Agreement”) executed by the Government and the CCRIF, under terms and conditions satisfactory to the World Bank; and

- (b) ensure through the Ministry of General Affairs that (i) the Government exercises its rights under the Participation Agreement and Insurance Agreement in such manner as to protect the interests of the Government, the Recipient, the World Bank and the Trust Fund and to accomplish the purposes of the Grant; and (ii) except as the World Bank shall otherwise agree, the NRPB shall ensure through the Ministry of General Affairs that the Government shall not assign, amend, abrogate or waive the Participation Agreement or the Insurance Agreement or any of their provisions.

B. Project Operations Manual.

1. The Recipient shall have adopted the POM, in substance and form, and a manner acceptable to the World Bank.
2. The Recipient shall carry out the Project according to the POM, which shall consist of different schedules setting forth rules, methods, guidelines, specific development plans, standard documents, and procedures for carrying out 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) the 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

1. The Recipient shall:

- (a) prepare and furnish to the World Bank not later than November 1 of each year during the implementation of the Project, a proposed Annual Work Plan and Budget (except for the Annual Work Plan and Budget for the Project for the first year of Project implementation, which shall be furnished no later than one month after the Effective Date) containing: (i) all activities to be carried out under the Project during the following year; including financing Government's costs of Annual Premiums for catastrophe risk insurance with CCRIF after year 2021, which shall be subject to the World Bank's prior approval; (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 (a) after proper public consultation, adopt and publicly disclose the updated Environmental and Social Management Framework ("ESMF") and updated Abbreviated Resettlement Action Plan(s) ("ARAP(s)") and (b) adopt any Hazard Risk Assessment(s), for the Project, all of which shall be in form and substance satisfactory to the World Bank.
- 2. Following the Recipient's adoption and public disclosure (as applicable according to section D.1 above) of the ESMF, any Environmental and Social Management Plan ("ESMP") required under the ESMF, ARAP(s), and Hazard Risk Assessment(s) (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 teams to ensure the Project's compliance with the Safeguard Instruments, all of which shall be acceptable to the World Bank.
4. Civil works under the Project shall begin: (a) only after the requisite Safeguard Instruments have been prepared, properly consulted on, adopted, and publicly disclosed; and (b) in the case of any Involuntary Resettlement, only after the respective Displaced Persons have been compensated in accordance with the relevant ARAP(s).
5. In carrying out Part 1 of 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 any civil works related to Part 1 of the Project that are carried out under such circumstances shall not be eligible for Grant financing under this Agreement.
6. In carrying out Part 3 of the Project, the Recipient shall take all necessary actions to minimize, to the extent possible, any Involuntary Resettlement and shall make all necessary payments of compensation in accordance with the relevant ARAP(s) prior to the commencement of any of the related civil works.
7. Prior to the selection of consultants for technical advisory services or contractors for civil works, the Recipient shall submit to the World Bank for no-objection the terms of reference for such services, which shall incorporate the requirements of relevant World Bank's Safeguard Policies then in force and the Safeguards Instruments.
8. The Recipient shall ensure that: (a) any technical advice conveyed through technical assistance financed under this Agreement complies with the requirement 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,

laborers, and government employees, in form and substance acceptable to the World Bank.

9. 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.
10. 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.
11. The Recipient shall:
 - (a) as soon as reasonably practicable, but not later than five (5) calendar 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 therefrom;
 - (b) as soon as reasonably practicable, but not 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. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank by one (1) month after the end of each calendar semester, covering the calendar semester.

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, Works, non-consulting services, consulting services, Training, and Operating Costs under the Parts 3 (c), 4 (b), and 4 (d) of the Project	19,500,000	100%
TOTAL AMOUNT	19,500,000	

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 date of this Agreement.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2025.

APPENDIX

Definitions

1. “Abbreviated Resettlement Action Plan(s)” or “ARAP(s)” means an abbreviated resettlement action plan or plans that: (a) is used when the Project affected persons are not physically displaced and less than 10 percent of their productive assets are lost, or when fewer than 200 persons are displaced; and (b) covers the minimum elements of (i) a census survey of displaced persons and valuation of assets, (ii) description of compensation and other resettlement assistance to be provided, (iii) consultations with displaced persons about acceptable alternatives, (iv) institutional responsibility for implementation and procedures for grievance redress, (v) arrangements for monitoring and implementation, and (vi) a timetable and budget, and as said plan may be amended from time to time with the prior approval of the World Bank.
2. “Annual Premium” means the annual premium to be paid by the Government for catastrophe risk insurance with CCRIF, as set forth in an Insurance Agreement.
3. “Annual Work Plan and Budget” means the work plan and budget prepared annually by the Recipient and approved by the World Bank in accordance with Section I.D of Schedule 2 to this Agreement; “Annual Work Plans and Budgets” means more than one such Annual Work Plan and Budget.
4. “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.
5. “Cash Compensation and Assistance” means cash compensation and/or other assistance (excluding land acquisition) extended under sub-Part 3 (a) and sub-Part 3 (b) of the Project to any Displaced Person for Project-related Involuntary Resettlement, in accordance with the terms, conditions and procedures set forth in the respective ARAP(s) and the POM.
6. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
7. “CCRIF SPC” or “CCRIF” means the insurance facility established pursuant to the Memorandum and Articles of Association, amended and restated by special resolution dated May 27, 2014, and registered in the Cayman Islands, and formerly known as the Caribbean Catastrophe Risk Insurance Facility.

8. “Codes of Conduct” means the codes of conduct referred to in Section I.E.8 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 Environment and Social Management Plan and shared with workers and community.
9. “Displaced Person” means a person who, on account of the execution of the Project, is or will be subject to Involuntary Resettlement.
10. “Donor” means the Government of the Netherlands.
11. “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.
12. “Environmental and Social Management Framework” or “ESMF” the environmental and social management framework prepared and disclosed by the Recipient on February 4, 2021, and disclosed on the World Bank’s website on February 5, 2021, acceptable to the World Bank, which sets forth policies and procedures for environmental and social screening of project activities and for conducting environmental assessments and specifying requirements for environmental mitigation measures to be included in ESMPs.
13. “Environmental and Social Management Plan” or “ESMP” means a site-specific environmental and social management plan pursuant to the provisions of Section I.E of Schedule 2 to this Agreement, 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 with the prior approval of the World Bank.
14. “GEBE” means the limited liability company “NV Gemeenschappelijk Elektriciteitsbedrijf Bovenwindse Eilanden”, the sole utility company producing and distributing electricity and distributing water in the territory of the Sint Maarten, of which the Government is the sole shareholder pursuant to the register of shareholders of the country of Sint Maarten.

15. “Government” means the government of Sint Maarten and the institutions that comprise it.
16. “Hazard Risk Assessment(s)” means an assessment or assessments used to identify, analyze, and control hazards associated with the presence of dangerous materials and conditions at a Project site.
17. “Inspection Department Economic Affairs” or “IDEZ” means Inspectie Department Economische Zaken, the economic inspection department under the Ministry of Tourism, Economic Affairs, Transport and Telecoms.
18. “Insurance Agreement” means the agreement referred to in Section I.A.6 of Schedule 2 to this Agreement, which serves as the basis upon which the NRPB shall make the proceeds of the Grant available to the CCRIF for the payment of the Government’s Annual Premiums under Part 4 (c) of the Project.
19. “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.
20. “Member Country” means the Kingdom of the Netherlands.
21. “Meteorological Department Sint Maarten” means the department of the same name under the Ministry of Tourism, Economic Affairs, Traffic and Telecommunication.
22. “Ministry of Education, Culture, Youth and Sports” or “MECYS” means Sint Maarten’s ministry of the same name or any legal successor or successors thereto.
23. “Ministry of Finance” means Sint Maarten’s ministry of the same name or any legal successor or successors thereto.
24. “Ministry of General Affairs” or “MoGA” means Sint Maarten’s ministry of the same name or any legal successor or successors thereto.
25. “Ministry of Justice” means Sint Maarten’s ministry of the same name or any legal successor or successors thereto.

26. “Ministry of Public Health, Social Development and Labor” or “VSA” means Volksgezondheid, Sociale Ontwikkeling en Arbeid, the Sint Maarten’s ministry of the same name or any legal successor or successors thereto.
27. “Ministry of Public Housing, Spatial Planning, Environment and Infrastructure” or “VROMI” means Volkshuisvesting Ruimtelijke Ordening, Milieu and Infrastructuur, the Sint Maarten’s ministry of the same name or any legal successor or successors thereto.
28. “Ministry of Tourism, Economic Affairs, Traffic and Telecommunication” or “TEATT” means the Sint Maarten’s ministry of the same name or any legal successor or successors thereto.
29. “NRPB Legislation” means the Temporary National Ordinance establishing the National Recovery Program Bureau under the laws of Sint Maarten as an independent administrative agency of Sint Maarten, for the purpose of managing the Trust Fund and implementing projects financed under the Trust Fund.
30. “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: staff compensation and social and pension benefits for staffing set forth in a staffing plan satisfactory to the World Bank; project audits; office supplies; office rental; publication of procurement notices; vehicle rental; office and equipment maintenance and repair; communication; translation and interpretation; travel and supervision costs; subscription to publications and databases; 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.
31. “Original Grant Agreement” means the grant agreement for the Emergency Recovery Project I between Sint Maarten and the World Bank, acting as administrator of Sint Maarten: Hurricane Irma Reconstruction, Recovery and Resilience Trust Fund dated July 11, 2018 (Grant No. TF0A8079), as amended to the date of this Agreement.
32. “Original Project” means the Project described in Schedule 1 to the Original Financing Agreement as amended to the date of this Agreement.
33. “Participation Agreement” means the agreement referred to in Section I.A.6 of Schedule 2 to this Agreement, which serves as the basis upon which the Recipient shall make the proceeds of the Grant available to the CCRIF for the payment of the Government’s Participation Fee under Part 4(c) of the Project.

34. “Participation Fee” means the Government’s entrance fee to participate in CCRIF as set forth in the Participation Agreement.
35. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
36. “Project Operations Manual” or “POM” means the Project Operations Manual referred to in Section I.C 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.
37. “Public Buildings” means buildings that are owned, maintained, or insured by the Government of Sint Maarten that provide a public service.
38. “Safeguard Instruments” means collectively the ESMF, ESMP(s), ARAP(s) and Hazard Risk Assessment(s).
39. “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.
40. “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 Government or security forces (assigned to protect the Project) and 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.
41. “Sint Maarten” means the constituent country of the same name of the Member Country.
42. “Sint Maarten Housing Development Foundation” or “SMHDF” means the foundation of the same name that pursuant to a performance agreement with the Government, dated June 23, 1997, provides social housing in the territory of Sint Maarten.
43. “Standard Conditions” means the International Bank for Reconstruction and Development and the International Development Association Standard Conditions

for Grants Financing Made by the Bank out of Trust Fund, dated February 25, 2019.

44. “Training” means reasonable expenditures (excluding costs of consultants’ services) incurred for Project-related study tours, training courses, seminars, workshops and other training activities, including costs associated with securing the services of trainers, preparation and reproduction of training materials, space and equipment rental, travel, accommodation and per diem costs of trainees and trainers, and other training related miscellaneous costs, all based on an Annual Work Plan and Budget agreed with the World Bank.
45. “Trust Fund” means the Sint Maarten: Hurricane Irma Reconstruction, Recovery and Resilience Trust Fund.
46. “World Bank’s Safeguard Policies” means the World Bank’s operational policies and procedures set forth in the World Bank’s operational manual under Operational Policies and Bank Procedures 4.01, 4.04, 4.09, 4.10, 4.11, 4.12, 4.36, 4.37, 7.50, and 7.60, as said manual is published under www.WorldBank.org/opmanual.