**GRANT NUMBER C2387-SX** 

# Sint Maarten Hurricane Irma Reconstruction, Recovery and Resilience Program Grant Agreement

(Second Additional Financing for the Sint Maarten Hospital Resiliency and Preparedness Project)

between

### INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

acting as administrator of the Sint Maarten Hurricane Irma Reconstruction, Recovery and Resilience Program Single-Donor Trust Fund

and

SINT MAARTEN MEDICAL CENTER FOUNDATION

## SINT MAARTEN HURRICANE IRMA RECONSTRUCTION, RECOVERY AND RESILIENCE PROGRAM GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"), acting as administrator of the Sint Maarten Hurricane Irma Reconstruction, Recovery and Resilience Program Single-Donor Trust Fund and SINT MAARTEN MEDICAL CENTER FOUNDATION ("Recipient") for the purpose of providing additional financing for the Original Project and activities related to the Original Project (as defined in the Appendix to this Agreement).

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 November 15, 2023, the Prime Minister of Sint Maarten communicated to the Bank that the Council of Ministers had approved the signing of a grant agreement between the World Bank and the SMMC negotiated on August 10, 2023, in accordance with the Agreement Trust Fund Sint Maarten General Hospital, 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.

NOW THEREFORE, the Bank and the Recipient 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 seven million United States Dollars (\$7,000,000) ("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 Events of Suspension referred to in Section 4.02(k) of the Standard Conditions consist 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 Bank, to affect materially and adversely the Recipient's ability to perform any of its obligations under the Project.

- (b) (i) With respect to Part 1 of the Project and subject to sub-paragraph (ii) of this paragraph: (A) the right to withdraw the proceeds of the Co-financing has been suspended, canceled or terminated in whole or in part, pursuant to the terms of the Co-financing Agreement; or (B) the Co-financing has become due and payable prior to its agreed maturity.
  - (ii) Sub-paragraph (i) of this paragraph shall not apply if the Recipient establishes to the satisfaction of the Bank that: (A) such suspension, cancellation, termination or prematuring was not caused by the failure of the recipient of the Co-financing to perform any of its obligations under the Co-financing Agreement; and (B) adequate funds for Part 1 of the Project are available from other sources on terms and conditions consistent with the Recipient's obligations under this Agreement.
- (c) The Bank has determined after the Effective Date referred to in Section 5.03 of this Agreement that prior to such date but after the Signature Date of this Agreement, an event has occurred which would have entitled the 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 Bank has been furnished to the 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 governmental and corporate action.
  - (b) If the Bank so requests, the condition of the Recipient, as represented or warranted to the 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 Bank an opinion or opinions satisfactory to the Bank of counsel

acceptable to the Bank or, if the Bank so requests, a certificate satisfactory to the 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 its behalf and is legally binding upon it in accordance with its terms.

- 5.03. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the 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 Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the 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 Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The 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: 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:

248423 (MCI) or (+1) 202 477 6391 64145 (MCI)

## INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

acting as administrator of the Sint Maarten Hurricane Irma Reconstruction, Recovery and Resilience Program Single-Donor Trust Fund

By

Name:

Country Director

Date: 04-Dec-2023

#### SINT MAARTEN MEDICAL CENTER FOUNDATION

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Authorized Representative

Name: Felix Holiday

Title: Medical Director

Date: 05-Dec-2023

#### **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. <u>Institutional and Other Arrangements</u>

#### A. Institutional Arrangements

- 1. Without limitation to the provisions of Article II of the Standard Conditions and except as the Bank shall otherwise agree, the Recipient shall, as relevant, maintain a Project management team throughout Project implementation with composition, resources, terms of reference and functions acceptable to the Bank to be responsible for:
  - (a) 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) 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 Safeguards 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") and the National Recovery Program Bureau ("NRPB"), in the 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 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 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 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 Bank not later than October 1<sup>st</sup> 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 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 Bank; and
- (c) not make or allow to be made any change to the approved Annual Work Plan and Budget without the Bank's prior written approval.

#### D. Safeguards

- 1. The Recipient shall ensure that the Project is carried out with due regard to appropriate health, safety, social, and environmental standards and practices, and in accordance with the Safeguards Instruments.
- 2. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of Safeguards Instruments; (b) adopt and implement measures to assess and manage the risks and impacts of labor influx; (c) adopt and enforce Codes of Conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, and gender-based violence; all as applicable to such civil works commissioned or carried out pursuant to said contracts.
- 3. Except as the Bank shall otherwise agree, the Recipient shall ensure that none of the provisions of the Safeguards Instruments is abrogated, amended, repealed, suspended or waived. In case of any inconsistencies between the provisions of any of the Safeguards Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Recipient shall ensure that: (a) all consultancies related to technical assistance, design and capacity building under the Project, the application of whose results could have environmental, social and health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Bank; and (b) such terms of reference shall require the technical assistance, design and capacity building activities to take into account the requirements of the applicable Safeguards Policies and EHS Guidelines.
- 5. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall:
  - (a) take all measures necessary on its part to regularly collect, compile, and submit to the Bank, as part of the Project Reports, and promptly in a separate report whenever the Bank may require, information on the status of compliance with the Safeguards Instruments, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the Safeguards Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the

Safeguards Instruments; and (iii) corrective and preventive measures taken or required to be taken to address such conditions;

- (b) promptly furnish to the Bank a copy of each biannual progress report prepared and submitted by any entity (including any engineer) supervising the Project's civil works, the Project's contractors and/or subcontractors; and
- (c) promptly notify the Bank of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers.
- 6. The Recipient shall maintain, throughout Project implementation, 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 Project and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Bank.
- 7. In carrying out the Project, the Recipient shall ensure that the activities involve no land acquisition or Involuntary Resettlement, and shall immediately inform the 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 Bank.

#### Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall ensure that each Project Report is furnished to the Bank not later than 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 Part 1 of the Project	7,000,000	100%
(2) Goods, works, non-consulting services, consulting services, Training and Operating costs under Part 2 of the Project	0	100%
(3) Goods, works, non-consulting services, consulting services, Training and Operating costs under Part 3 of the Project	0	100%
TOTAL AMOUNT	7,000,000	

#### 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, except that withdrawals up to an aggregate amount not to exceed one million four hundred thousand United States Dollars (\$1,400,000) may be made for payments made up to twelve (12) months prior to this date for Eligible Expenditures under Category (1).
- 2. The Closing Date is May 31, 2025.

#### **APPENDIX**

#### **Definitions**

- 1. "ANG" means Netherlands Antillean Guilder, the lawful currency of Sint Maarten and Curação.
- 2. "Annual Work Plan and Budget" means the work plan and budget referred to in Section I.C of Schedule 2 to this Agreement.
- 3. "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.
- 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. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 6. "Codes of Conduct" means the codes of conduct referred to in Section I.D.2(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.
- 7. "Co-financiers" means the financial institutions and other lenders set forth in Schedule 1 of the Co-financing Agreement, namely the following (and any replacement lender appropriately established pursuant to the terms of the Co-financing Agreement): (a) Fatum Life N.V.; (b) Stichting Pensioenfonds Fatum; (c) Algemeen Pensioenfonds van Curaçao; (d) Ennia Caribe Leven N.V.; (e) Banco di Caribe N.V.; (f) Foundation Pension Fund Isla Curaçao; (g) Algemeen Pensioenfonds Sint Maarten; (h) The Windward Islands Bank N.V.; and (i) Uitvoeringsorgaan Sociale-en Ziektekosten Verzekeringen.
- 8. "Co-financing" means, for purposes of paragraph 4.01(b) of this Agreement, an amount of ANG 135,000,000 to be provided by the Co-financiers to assist in financing the Project.
- 9. "Co-financing Agreement" means the agreement entered into on February 23, 2018, between the Recipient, the Co-financiers, and the National Investment Bank (N.A.) N.V., as facility agent and as security agent, providing for the Co-financing.

- 10. "Donor" means the Government of the Netherlands.
- 11. "EHS Guidelines" means the World Bank Group Environmental, Health and Safety Guidelines published on www.ifc.org/ehsguidelines, as said guidelines are updated from time to time.
- 12. "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 Bank.
- 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. "ESMP" or "Environmental and Social Management Plan" 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, with the prior written approval of the Bank.
- 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 persons.
- 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. "NRPB" or "National Recovery Program Bureau" 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.
- 19. "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 Bank and the Recipient.
- 20. "Original Grant Agreement" means the financing agreement for the Sint Maarten Hospital Resiliency and Preparedness Project between the International Bank for Reconstruction and Development and the Sint Maarten Medical Center Foundation, dated August 22, 2018 (Grant No. TF0A8176), as amended. "Original Grant Agreement" includes all appendices, schedules and agreements supplemental to the Original Grant Agreement.
- 21. "Original Project" means the Project described in the Original Grant Agreement.
- 22. "POM" or "Project Operations Manual" means the manual referred to in Section I.B. of Schedule 2 to this Agreement.
- 23. "Procurement Regulations" means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
- 24. "Safeguards Instruments" means collectively, the ESMP (and any other instruments required pursuant to the ESMP), the Environmental and Social Safeguards Due Diligence Checklist, the Environmental and Social Safeguards Audit; and "Safeguards Instrument" means any of such Safeguards Instruments.
- 25. "Safeguards Policies" means, the Operational Policies (OPs) and Bank Procedures (BPs) of the Bank, namely OP/BP 4.01 (Environmental Assessment), OP/BP 4.04 (Natural Habitats), OP/BP 4.09 (Pest Management), OP/BP 4.10 (Indigenous Peoples), OP/BP 4.11 (Physical Cultural Resources), OP/BP 4.12 (Involuntary Resettlement), OP/BP 4.36 (Forests), and OP/BP 4.37 (Safety of Dams); they can be found at https://policies.worldbank.org.
- 26. "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.

- 27. "SMMC" or "Sint Maarten Medical Center Foundation" 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 in Sint Maarten, or its successor thereto acceptable to the Bank.
- 28. "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.
- 29. "Supervisory Board" means the Recipient's supervisory board 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.
- 30. "SZV" or "Sint Maarten Health and Social Insurance Fund" 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).
- 31. "Training" means the reasonable costs, as shall have been approved by the World Bank, for training conducted under the Project, including tuition, travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training course preparation and implementation (but excluding goods and consulting services).
- 32. "VSA" or "Ministry of Public Health, Social Development and Labor" means Volksgezondheid, Sociale Ontwikkeling en Arbeid, the Recipient's ministry of the same name, or any successor thereto acceptable to the Bank.