
GRANT NUMBER TF0B4140-SX

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

(Sint Maarten Child Resilience and Protection Project)

between

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

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

and

STICHTING NEDERLANDS COMITE UNICEF

GRANT NUMBER TF0B4140-SX

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

AGREEMENT dated as of the Signature Date between STICHTING NEDERLANDS COMITE UNICEF (“Recipient”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”), acting as administrator of Sint Maarten: Hurricane Irma Reconstruction, Recovery and Resilience Trust Fund.

WHEREAS, the Prime Minister of Sint Maarten, on behalf of the Government of Sint Maarten, has communicated to the Bank its proposal for the Recipient to execute the Sint Maarten Child Resilience and Protection Project, as said project is described in Schedule 1 to this Agreement (“Project”), in a letter dated February 17, 2020, and also, for such purpose, enter into a grant agreement with the Recipient, as the recipient of a grant financed by the abovementioned trust fund (“Trust Fund”), in support of the Project.

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. 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 four million four hundred eighty-eight thousand United States Dollars (\$4,488,000) (“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 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 Bank, to affect materially and adversely the Recipient's ability to perform any of its obligations under the Project.
 - (b) 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 date of this Agreement, an event has occurred that 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 corporate and governmental action.
 - (b) The Recipient has adopted the Project Implementation Manual in accordance with Section I.B of Schedule 2 to this Agreement.
- 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 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 the following matters:

- (a) the Recipient has the legal capacity under the laws of Sint Maarten to carry out the Project activities and the Project implementation obligations set forth in the Agreement; 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 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 6.02 of the Standard Conditions is its director.

6.02. For purposes of Section 6.01 of the Standard Conditions:

- (a) the Recipient’s address is:

Stichting Nederlands Comité UNICEF
Bezuidenhoutseweg 74
2594 AW The Hague
The Netherlands; and

- (b) the Recipient’s Electronic Address is:

E-mail:
info@unicef.nl

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.

STICHTING NEDERLANDS COMITE UNICEF

By

Ms. Susanne Laszlo

Authorized Representative

Name: _____
Ms. Susanne Laszlo

Title: _____
Executive Director

Date: _____
04-nov-2020

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

By

Tahseen Sayed

Authorized Representative

Name: _____
Tahseen sayed

Title: _____
Country Director

Date: _____
29-oct-2020

SCHEDULE 1 Project Description

The objective of the Project is to strengthen the capacity of the education and child protection systems to address and respond to the needs of children and adolescents resulting from natural disasters and external shocks.

The Project consists of the following parts:

Part 1: Nurturing children's and adolescents' well-being

Strengthening the capacity of MECYS to address post-disaster psychological needs of students and school staff and related issue, through provision of technical assistance on *inter alia* the design of a school based screening tool for distress symptoms and training on such tool, revision and implementation of a play-based psychosocial recovery program for day care through secondary school level, and specific psychosocial support interventions aimed for parents and peer-to-peer support activities for youth.

Part 2: Strengthening Child Protection systems

Strengthening child protection systems in Sint Maarten and the systems' capacity to protect children during emergencies, through provision of *inter alia* technical assistance to improve the efficiency and coordination of the Government of Sint Maarten's child protection referral and case management system, capacity building activities for professionals working with children on such systems; support early interventions targeting vulnerable children; and training on the child protection systems in emergencies.

Part 3: Strengthening schools and MECYS' resilience to disasters

Strengthening the disaster risk management and coordination at system and school levels, through provision of *inter alia*: technical assistance to MECYS to support the operationalization of an education sector contingency plan, the revision of safety and emergency plans and design of emergency drill guidelines for schools; awareness campaign on disaster risk prevention aimed at families and children; and training to MECYS and school staff on disaster risk management.

Part 4: Project implementation support

Supporting Project implementation and monitoring through the provision of Technical Assistance, Training and Operating Costs for the Project implementation team and financing of annual independent audits.

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 Bank shall otherwise agree, the Recipient shall maintain throughout Project implementation, with composition, resources, terms of reference and functions acceptable to the Bank, a Project implementation team, which shall include:
 - (a) a Project management team, which shall include *inter alia* a Project Manager, and a Financial Management Specialist, both with experience, qualifications and terms of reference satisfactory to the Bank, to be responsible for the management, coordination and implementation of the Project, including (i) technical and administrative aspects, procurement, environmental and social safeguards, disbursement, and financial management, including financial and technical audits, (ii) monitoring, reporting and evaluation, as specified in the Project Implementation Manual (“PIM”); and
 - (b) a project coordinator based in Sint Maarten, with the following responsibilities: (i) coordination with MECYS, the Ministry of Public Health, Social Development and Labor and the Court of Guardianship under the Ministry of Justice; and (ii) community engagement and communications
 - (c) the assurance of the proper application in the Project of the requirements, criteria, policies, procedures and organizational arrangements set forth in this Agreement, the PIM, and ESCP and any instrument referred to therein; and
 - (d) coordination with the relevant ministries and agencies of the Government of Sint Maarten, including the MECYS, the Ministry of Public Health, Social Development and Labor and the Court of Guardianship of the Ministry of Justice in the implementation of the Project.

B. Project Implementation Manual

1. The Recipient shall maintain, and ensure that the Project Implementing Entity maintains, throughout Project implementation, a Project Implementation Manual in substance, form, and manner acceptable to the Bank.

2. The Recipient shall carry out, and ensure the Project is carried out, in accordance with the Project Implementation Manual, 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 Project Implementation Manual shall include, *inter alia*, provisions on the following:
 - (a) the detailed description of all Project activities supported under this Agreement, and their sequencing and prospective timetable as relevant;
 - (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 environmental and social safeguards arrangements, including ESCP and 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 execution of the Project; and
 - (g) Project monitoring, evaluation, reporting, and communications.
2. The Project Implementation Manual 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 Project Implementation Manual may only be amended in consultation with, and after approval of, the World Bank. In case of any conflict between the terms of the Project Implementation Manual 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, and as appropriate cause the Project Implementing Entity to prepare and furnish, to the Bank not later than November 15th 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;

- (a) 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. Data Protection

The Recipient shall ensure that technical assistance provided with respect to any child protection information system of the Government of Sint Maarten involving collection, use and/or processing of any personal data is consistent with the GDPR ensuring legitimate, appropriate, and proportionate treatment of such data.

E. Environmental and Social Standards

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP 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 Association; and (b) such terms of reference shall require the technical assistance, design and capacity building activities to take into account the requirements of Association's applicable social and environmental standards, policies and procedures then in force and shall require the technical assistance, design and capacity building activities to take into account the requirements of said standards, policies and procedures.
5. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Bank is promptly notified 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, including sexual exploitation or abuse or gender based violence, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
6. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.

Section II. Project Monitoring, Reporting and Evaluation

1. 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, with the content and format described in the Project Implementation Manual.

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, and consulting services, Salaries, Training and Operating Costs under the Project	4,488,000	100 %
TOTAL AMOUNT	4,488,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed US\$164,578 may be made for payments made prior to this date but on or after September 1, 2019, for Eligible Expenditures; and
 - (b) for payments that the Bank has already financed under the Project Preparation Grant Agreement for Grant No TF0B2513.
2. The Closing Date is July 31, 2024.

APPENDIX

Section I Definitions

1. “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.
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. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated October 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
5. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
6. “GDPR” or “General Data Protection Regulation” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the

protection of natural persons with regard to the processing of personal data and on the free movement of such data.

7. “Ministry of Education, Culture, Youth and Sports” or “MECYS” means the Government of Sint Maarten’s ministry responsible for education, culture, youth and sports, or any successor thereto.
8. “Ministry of Public Health, Social Development and Labor” means the Government of Sint Maarten’s ministry responsible for public health, social development and labor, or any successor thereto.
9. “Ministry of Justice” means the Government of Sint Maarten’s ministry responsible for justice, or any successor thereto
10. “Operating Costs” means reasonable incremental expenses directly incurred on account of the implementation, management, and monitoring of the Project, including: office supplies; office rental; publication of procurement notices; office and equipment maintenance and repair; communication; translation and interpretation; travel and supervision costs; audits, as relevant; and other miscellaneous expenses directly associated with the Project and agreed to by the Bank (but excluding Salaries and salaries of the Member Country’s civil servants).
11. “Project Implementation Manual” or “PIM” means the implementation manual for the Project as described in Section 1.B of Schedule 2 to this Agreement.
12. “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.
13. “Salaries” means salaries and pension benefits of the Recipient’s staff assigned to carry out Project activities; such salaries to be determined as reasonable and acceptable to the World Bank.
14. “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.
15. “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.
16. “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 Bank.