
GRANT NUMBER TF0A8265

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

(Sint Maarten Emergency Income Support and Training Project)

between

SINT MAARTEN

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

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

GRANT NUMBER TF0A8265

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

AGREEMENT dated 06-Aug-2018, 2018, entered into between: SINT MAARTEN (“Recipient”); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“World Bank”), acting as administrator of the Sint Maarten: Hurricane Irma Reconstruction, Recovery and Resilience Trust Fund.

RECOGNIZING, this Agreement, including its schedules and appendix, 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 World Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The “Standard Conditions for Grants Made by the World Bank Out of Various Funds”, dated February 15, 2012 (“Standard Conditions”), constitute an integral 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 this Agreement.

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objectives 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.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**Article III
The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount not to exceed twenty-two million five hundred thousand United States Dollars (USD 22,500,000) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donor to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World 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:

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: (a) the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action, including the recognition that the Minister of General Affairs has been authorized and thus has the legal capacity to carry out the Project, through the Interim Recovery Committee, on behalf of the Recipient, in accordance with this Agreement; (b) the Sint Maarten Training Foundation has the legal capacity to carry out Part 1 of the Project on behalf of the Recipient; and (c) the provision of income support in exchange of training participation under Part 1 of the Project neither replaces the participants’

employment relationship with their respective employers nor creates an employment relationship.

- 5.02. As part of the evidence to be furnished pursuant to Section 5.01, the Recipient shall furnish to the World Bank an opinion or opinions satisfactory to the World Bank, of counsel(s) acceptable to the World Bank, or if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing, on behalf of the Recipient, the matters referred to in Section 5.01 (a) to (c) above, including specifically that this Agreement has been duly authorized by, and executed and delivered on behalf of, the Recipient and is legally binding upon the Recipient in accordance with its terms.
- 5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.04. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article VI
Recipient's Representative; Addresses

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Minister of General Affairs.
- 6.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Soualiga Road #1
Pond Island, Great Bay
Sint Maarten

- 6.03. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

| | |
|--------------------------------|----------------|
| Telex: | Facsimile: |
| 248423 (MCI) or 64145 (MCI) | 1-202-477-6391 |

AGREED at Great Bay, Sint Maarten, as of the day and year first above written.

SINT MAARTEN

By

Leona Marlin-Romeo

Authorized Representative

Name: Leona Marlin-Romeo

Title: Minister of General Affairs of St Maarten

Date: 06-Aug-2018

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

By

Sabine Hader

Authorized Representative

Name: Sabine Hader

Title: Acting Country Director

Date: 03-Aug-2018

SCHEDULE 1

Project Description

The objective of the Project is to provide temporary income support, improve the employability of affected beneficiaries in targeted sectors, and strengthen the social protection system's capacity for shock-response and protection of the poor.

The Project consists of the following parts:

Part 1. Supporting the implementation of the Emergency Income Support and Training Program ("EISTP").

Provision, through the Sint Maarten Training Foundation ("SMTF"), of:

- (a) temporary income support to Eligible Beneficiaries, while said beneficiaries are enrolled and participating in short-term skills training in selected occupational areas provided under the EISTP, such income support comprising (i) stipends, (ii) health insurance premiums, and (iii) transportation costs for attending EISTP training; and
- (b) Training and Operating Costs of SMTF that are directly associated with the implementation of the EISTP.

Part 2. Strengthening institutional capacity to enhance the social protection system.

Development of a social registry, consisting of:

- (a) preparation for and development of a socio-economic assessment, including designing and developing the survey instrument or other complementary or related methods for collecting information, training enumerators, and collecting data, to map and georeference the population and its socioeconomic needs such as, *inter alia*, employment, housing, access to utilities, health care, and education; and
- (b) development and management of a social registry, populated with data including those generated from the socio-economic assessment in paragraph (a) above, to support the Recipient in better coordinating social programs, and responding to disasters and other shocks, including the EISTP.

Part 3. Project Management

- (a) *Project Management Support.* Provision of goods, consulting and non-consulting services, Operating Costs of the Recipient, including

independent financial audits of the EISTP, all necessary for the timely and efficient management and implementation of the Project.

- (b) *Communications Strategy.* Provision of technical assistance to develop and carry out a communications strategy, including media and dissemination and communication materials on post-disaster interventions, including the EISTP and the development of a social registry.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. Without limitation to the provisions of Article II of the Standard Conditions and except as the World Bank shall otherwise agree, the Recipient shall, as relevant, maintain throughout Project implementation, with composition, resources, terms of reference and functions acceptable to the World Bank, the Interim Recovery Committee (“IRC”) and, subsequently, the NRPB, once established by the Recipient, to report to the Minister of General Affairs, and to be responsible for:
 - (a) the implementation of the Recipient’s National Recovery and Resilience Plan and specifically to manage the program of projects financed by the Trust Fund, including: (i) overseeing the implementation of the work plans approved by the Program Steering Committee; (ii) coordinating with line ministries, utilities and relevant stakeholders; (iii) managing the NRPB personnel; (iv) reporting to the Minister of General Affairs, and the Program Steering Committee; (v) day-to-day monitoring of the overall program portfolio, including financial commitment and disbursement, and identifying and addressing gaps in implementation; and (vi) carrying out reconstruction functions required for sound program management; and
 - (b) in respect to the Project:
 - (i) management, coordination and implementation of the Project, including the Project’s technical, administrative, procurement, environmental and social safeguards, disbursement, financial management, monitoring, reporting and evaluation responsibilities, as specified in the Project Operations Manual (“POM”);
 - (ii) collection of the required information on the Disbursement Linked Indicator (“DLI”) and financial flows of the Project, ensuring that the necessary audit reports are prepared in time, preparation of reports and submission of statements of expenses according to the procedures established in the POM; and
 - (iii) assurance of the proper application in the Project of the requirements, criteria, policies, procedures and organizational arrangements set forth in this Agreement and the POM, including causing of the following agencies to carry out the Project in

accordance with this Agreement and the POM, and in coordination with, as relevant, the IRC and/or NRPB:

- A. SMTF in respect to carrying out Part 1 of the Project; and
 - B. Ministry of Public Health, Social Development and Labor (“VSA”) in respect to overseeing the technical aspects of Part 1 of the Project, including monitoring and verifying the quality of the training and the Eligible Beneficiaries’ participation in the ESITP, and carrying out the technical aspects of Parts 2 and 3 of the Project, with an adequate number of qualified specialists, acceptable to the World Bank, and maintained throughout Project implementation, to support VSA’s technical input and oversight responsibilities for the Project.
2. For Part 1 of the Project, the Recipient shall, through SMTF, ensure that:
- (a) the skills training is in compliance with the designed curriculum, as set forth in POM and satisfactory to the World Bank;
 - (b) Eligible Beneficiaries are selected and prioritized based on established criteria and following established application and qualification processes, set forth in POM, satisfactory to the World Bank;
 - (c) Eligible Beneficiaries receive the appropriate stipends and transportation costs, and their health insurance premiums are paid, all on a timely basis; and
 - (d) Eligible Beneficiaries are certified in accordance with the process set forth in the POM and in a manner acceptable to the World Bank.
3. For the carrying out of Part 1 of the Project, the Recipient shall cause SMTF, through the Subsidiary Agreement, to maintain, at all times during the execution and until completion of the Project, responsibilities, structure and functions satisfactory to the World Bank and with staff in adequate numbers and with adequate qualifications, for the purposes of carrying out its responsibilities under the Project, including those related to Grant disbursements, Project financial management, and Project monitoring, evaluation and reporting.
4. The Recipient shall ensure that any contracts or agreements financed by the Project, including for trainers, trainees, contractors and their workers under the Project, include Codes of Conduct, in form and substance acceptable to the World Bank.

5. Not later than thirty days (30) days following the Effective Date, the Recipient shall establish, and thereafter 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.

B. Subsidiary Agreement

1. To facilitate the carrying out of Part 1 of the Project, the Recipient shall make part of the proceeds of the Grant available to SMTF under a subsidiary agreement (“Subsidiary Agreement”) between the Recipient and SMTF, under terms and conditions approved by the World Bank, which shall include *inter alia*:
 - (a) the technical and fiduciary roles and responsibilities of Ministry of Tourism, Economic Affairs, Traffic and Telecommunications (“TEATT”), VSA, and IRC, and subsequently the NRB, acceptable to the World Bank;
 - (b) SMTF’s undertaking to comply with the fiduciary and technical requirements applicable to the Project, in accordance with the provisions of this Agreement;
 - (c) SMTF’s commitment to maintain, and regularly coordinate the meeting of, its board, which shall include representation from VSA and TEATT, for the purpose of monitoring the implementation of the ESIP;
 - (d) SMTF’s undertaking to carry out Part 1 of the Project in accordance with the provisions of the Anti-Corruption Guidelines, including ensuring that all contractors that will receive proceeds from the Grant have expressly agreed to comply with the provisions of the Anti-Corruption Guidelines, including the World Bank’s right to inspect all accounts, records and other documents relating to the Project that are required to be maintained pursuant to the Grant Agreement and to have them audited by, or on behalf of, the World Bank; and
 - (e) the Recipient’s undertaking to make the necessary proceeds of the Grant available to SMTF.
2. The Recipient shall exercise its rights and carry out its obligations under the Subsidiary Agreement in such manner as to protect the interests of the Recipient, the World Bank and the Trust Fund, and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Project Operations Manual

1. The Recipient shall finalize, by no later than sixty (60) days following the date of this Agreement, and thereafter maintain throughout Project implementation, the POM in form and substance satisfactory to the World Bank, and ensure that the Project is carried out in accordance with the POM.
2. The POM, consisting of different schedules setting forth rules, methods, guidelines, specific development plans, standard documents and procedures for the carrying out of the Project, 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 main features of the EISTP under Part 1 of the Project, including, *inter alia*, (i) the criteria for the selection of Eligible Beneficiaries, (ii) the criteria for beneficiary participation and satisfactory performance, (iii) the targeted sectors of the EISTP, (iv) the process for verifying that the training is consistent with the designed course, (v) the process for verifying participation by Eligible Beneficiaries, and (vi) the process for and substance of exit interviews for Eligible Beneficiaries after participating in the EISTP;
 - (d) the financial management and procurement arrangements for the Project including the flow of funds and disbursement arrangements, and the format for interim unaudited financial reports;
 - (e) the draft terms of reference for the independent verification agent for the verification of the DLRs, and the Verification Protocols;
 - (f) coordination arrangements between the relevant parties for the day-to-day execution of the Project;
 - (g) the grievance redress mechanism referred to in Section I.A.5 of this Schedule; and
 - (h) 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.

D. Annual Work Plan and Budget

The Recipient shall:

- (a) prepare and furnish to the World Bank not later than April 1st of each year during the implementation of the Project, a proposed Annual Work Plan and Budget containing, *inter alia*: (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 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.

E. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of 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 ("Anti-Corruption Guidelines").

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

- 1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.
3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. For the period of Project implementation through December 31, 2019, each such audit of the Financial Statements shall cover the period of six months of the Recipient's fiscal year, and thereafter each such audit shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

Section III. Procurement

- A. No later than fourteen (14) days after the date of this Agreement, the Recipient shall finalize and publicly disclose an initial procurement plan for the Project ("Procurement Plan"), which shall be in form and substance satisfactory to the World Bank.
- B. All goods, works, non-consulting services and consulting services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in the "World Bank Procurement Regulations for IPF Recipients" dated July 2016, revised November 2017 ("Procurement Regulations"), and the provisions of the Recipient's procurement plan for the Project ("Procurement Plan") provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.

Section IV. 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; (b) this Section; and (c) such additional instructions, including the Disbursement and Financial Information Letter (“Additional Instructions”) as the World Bank may specify by notice to the Recipient (including the “Disbursement Guidelines for Investment Project Financing” dated February 2017, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

| Category | Amount of the Grant Allocated (expressed in USD) | Percentage of Expenditures to be financed (Inclusive of Taxes) |
|--|---|---|
| (1) Stipends, health insurance premiums, transportation costs, Training, and Operating Costs under Part 1 of the Project | 20,560,385 | 100% |
| (2) Goods, non-consulting services, consulting services, Training and Operating Costs under Parts 2 and 3 of the Project | 1,939,615 | 100% |
| TOTAL AMOUNT | 22,500,000 | |

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made under Category (1):
 - (a) until the Subsidiary Agreement is executed by the Recipient and SMTF, acceptable by the World Bank in accordance with Section I.B of Schedule 2 to this Agreement;

- (b) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed USD 3,288,410 may be made for payments made prior to this date but on or after February 15, 2018, for Eligible Expenditures; and
- (c) for payments with respect to each DLR, as set forth in the table below, for which a withdrawal request has been submitted, unless the Recipient, has also submitted: (i) supporting documentation confirming the Recipient's achievement of the respective DLRs set forth in the table below, and as further elaborated in the Additional Instructions and Verification Protocols; and (ii) evidence, in form and substance satisfactory to the World Bank, of the respective Eligible Expenditures incurred under the EISTP in an amount equal to at least the amount withdrawn under this Category in respect of the DLR have been incurred.

| DLI Description | DLR For Category (1) | Withdrawal Ceiling (expressed in USD) |
|--|---|--|
| Number of Eligible Beneficiaries enrolled in the EISTP receiving income support on a monthly basis in exchange for their participation in EISTP training, and who have achieved the minimum required attendance rate, as specified in Disbursement and Financial Information Letter ("Qualified Participants") | DLR #1.1 1155 Qualified Participants for the first six-month period set forth in the Additional Instructions | 6,750,975 |
| | DLR #1.2 750 Qualified Participants for the second six-month period set forth in the Additional Instructions | 5,260,500 |
| | DLR #1.3 750 Qualified Participants for the first six-month period set forth in the Additional Instructions | 5,260,500 |

- 2. Notwithstanding the provisions of paragraph B.1 (c) of this Section, if a DLR has not been achieved:

- (a) the Recipient may request partial disbursement of the amount allocated to each DLR, for amounts corresponding to the degree of achievement of at least the minimum target defined for the respective DLR; and
 - (b) the World Bank may decide, at any time, in its sole discretion, by notice to the Recipient, to: (i) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Grant then allocated to the relevant DLR, which in the opinion of the World Bank, corresponds to the extent of achievement of said DLR, said lesser amount to be calculated in accordance with a formula set forth in the Additional Instructions; or (ii) reallocate all or a portion of the proceeds of the Grant then allocated to said DLR to another Category; or (iii) cancel all or a portion of the proceeds of the Grant then allocated to said DLR.
- 3. If, at any time, the World Bank determines that any portion of the amounts withdrawn by the Recipient under Category (1) was (a) made for ineligible expenditures, or (b) not in compliance with the provisions of this Section, the Recipient shall promptly refund any such amount to the World Bank as the World Bank shall specify by notice to the Recipient, and the World Bank shall cancel such refunded amount.
- 4. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 30, 2020.

APPENDIX

Definitions

1. "Additional Instructions" means the additional instructions referred to in Section IV.A.1 of Schedule 2 to this Agreement, as such Additional Instructions may be revised from time to time the World Bank and delivered to the Recipient.
2. "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.
3. "Anti-Corruption Guidelines" means 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. "Category" means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
5. "Codes of Conduct" means the code of conduct referred to in Section I.A.4 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), included in the POM and shared with workers and the community.
6. "Disbursement Linked Indicator" or "DLI" means in respect of Category 1, the indicator related to said Category as set forth in the table in Section IV.B.1 (c) of Schedule 2 to this Agreement.
7. "Disbursement Linked Result" or "DLR" means in respect of Category 1, the result under said Category as set forth in the table in Section IV.B.1 (c) of Schedule 2 to this Agreement, on the basis of the achievement of which, the amount of the Grant allocated to said result may be withdrawn in accordance with the provisions of said table.
8. "Donor" means the Government of the Netherlands.
9. "Eligible Beneficiaries" means unemployed and underemployed persons selected based on criteria acceptable to the World Bank to participate in the Emergency Income Support and Training Program.

10. “Emergency Income Support and Training Program” or “EISTP” means the program referred to in Part 1 of the Project, carried out by the Sint Maarten Training Foundation for unemployed and underemployed persons selected based on criteria acceptable to the World Bank.
11. “Interim Recovery Committee” or “IRC” means the committee of the same name established under the Recipient’s Minister of General Affairs’ office, or any legal successor or successors thereto.
12. “Ministry of Public Health, Social Development and Labor” or “VSA” means Volksgezondheid, Sociale Ontwikkeling en Arbeid, the Recipient’s ministry of the same name, or any legal successor or successors thereto.
13. “Ministry of Tourism, Economic Affairs, Traffic and Telecommunication” or “TEATT” means the Recipient’s ministry of the same name, or any legal successor or successors thereto.
14. “National Recovery Program Bureau” or “NRPB” means the bureau of the same name to be established pursuant to 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.
15. “National Recovery and Resilience Plan” means the plan established pursuant to Article 2 of the “Temporary National Ordinance on the National Recovery Program Bureau”, enacted for the purpose of listing and prioritizing the short-, medium- and long-term needs for the recovery of Sint Maarten and to give an indication of the funds, costs and investments required to meet these needs.
16. “Operating Costs” means reasonable incremental expenses directly incurred on account of the implementation, management, and monitoring of the Project by the Recipient, and of Part 1 of the Project by SMTF; such costs may include, as relevant, and as agreed to by the World Bank, staffing under a staffing plan satisfactory to the World Bank, project audits, office supplies, office rental, vehicle rental, office and equipment maintenance and repair, communication, translation and interpretation (not covered under Training), travel (not covered under Training) and supervision costs, 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, but excluding salaries of officials and employees of the Recipient or other governmental ministry or agency of Sint Maarten.
17. “Procurement Plan” means the Recipient’s procurement plan for the Project, prepared by the Recipient, and satisfactory to the World Bank, pursuant to

Section III.A of Schedule 2 to this Agreement, and provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.

18. “Procurement Regulations” means the “World Bank Procurement Regulations for Recipients under Investment Project Financing”, dated July 1, 2016.
19. “Program Steering Committee” means the steering committee established as the governance body of the Trust Fund, consisting of a representative of the Recipient, a representative from the Netherlands Ministry of Interior and Kingdom Relations, and a representative of the World Bank, that serves to: (a) endorse strategic priorities and annual work plans and budgets of the Trust Fund financed program; and (b) monitor the program’s annual progress.
20. “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.
21. “Qualified Participants” means the Eligible Beneficiaries who have achieved the minimum required attendance, as specified in Disbursement and Financial Information Letter, in relation to their respective EISTP training.
22. “Sint Maarten Training Foundation” “SMTF” means the non-profit agency created pursuant to the Articles of Association, amended on March 14, 2018, and registered in Sint Maarten, to operate as an institute that provides professional trainings, or its legal successor or successors thereto.
23. “Standard Conditions” means the Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012.
24. “Subsidiary Agreement” means the subsidiary agreement referred to in Section I.B of Schedule 2 to this Agreement.
25. “Training” means reasonable expenditures (excluding costs of consultants’ services) incurred, in relation to the provision of training, by SMTF under Part 1 of the Project, and by the Recipient under Parts 2 and 3 of the Project; such expenditures may include, as relevant, and as agreed to by the World Bank, training courses, seminars, workshops and other training activities, including costs associated with trainer fees, training certification costs, interpreter fees, 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 for each part of the Project.

26. “Trust Fund” means the *Sint Maarten: Hurricane Irma Reconstruction, Recovery and Resilience Trust Fund*.
27. “Verification Protocols” means the set of protocols agreed with the World Bank, setting forth the actions and mechanisms required for verification of DLRs, included in the POM and in the Additional Instructions, and as the same may be amended from time to time with the agreement of the World Bank.