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GRANT NUMBER TF0A9261

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

**(Sint Maarten Emergency Debris Management 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**

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**GRANT NUMBER TF0A9261**

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

AGREEMENT dated as of the Signature Date 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-five million United States Dollars (USD25,000,000) (“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 above-mentioned 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 above-mentioned 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 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; and (b) the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.
- 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 satisfactory to the World Bank, of counsel

acceptable to the World Bank, or if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing on behalf of the Recipient, that the matters set forth in Section 5.01 have taken place and this Agreement 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:

Ministerie van Algemene Zaken  
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 as of the Signature Date.

SINT MAARTEN

By

*Leona Marlin-Romeo*

Authorized Representative

Leona Marlin-Romeo

Name: \_\_\_\_\_

Title: Minister of General Affairs of St Maarten

Date: 21-Dec-2018

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

By

*Denis Boskoski*

Authorized Representative

Denis Boskosvki

Name: \_\_\_\_\_

Title: Acting Country Director

Date: 20-Dec-2018

## **SCHEDULE 1 Project Description**

The objective of the Project is to manage debris from the hurricane and reconstruction activities to facilitate recovery and reduce risks.

The Project consists of the following components:

### **Component 1. Debris Clearance and Management.**

Provision of goods, works, consulting services, non-consulting services, and Cash Compensation and Assistance, in support of and related to the following activities:

- (a) *Collection of debris.* Collection of debris, including the use of procedures for the separation of debris by materials for easier processing and treatment.
  
- (b) *Reducing risks of operation, fire suppression, reorganization, rehabilitation, and upgrading of debris storage and municipal disposal sites.* Upgrading of debris storage and municipal waste disposal sites to improve their organization and layout and reduce risks, introduction of improved operational practices to enhance separation, improve storage, and reduce environmental and safety risks of the operation, and planning of the municipal disposal site's safe closure, through:
  - (i) the purchase of equipment for debris management and protection of workers from risks present at the disposal and debris storage sites;
  - (ii) the carrying out of fire suppression activities at the disposal and debris storage sites;
  - (iii) the recontouring and reorganization of the layout of the disposal site to allow for better separation and recycling, and improve operations;
  - (iv) provision of Operating Costs related to the management of the disposal site under improved operational procedures;
  - (v) development of a plan for the safe closure of the municipal disposal site; and
  - (vi) rehabilitation, restoration and/or closure of the temporary storage site used for Hurricane Irma debris.
  
- (c) *Debris processing and disposal.* (i) Provision of equipment and facilities to manage the debris, and of service contracts for the recycling, reuse, treatment, destruction or disposal of debris materials; and (ii) creation of an artificial reef or fishing grounds using debris.

- (d) *Vessel recovery and salvaging.* Provision of assistance for the removal and salvaging (including breakdown, treatment, recycling and disposal) of vessels in Simpson Bay and Simpson Bay Lagoon.
- (e) *Debris Clearance.* (i) Removal of debris from public spaces and private properties to curbside; (ii) collection of debris for vector control purposes; (iii) assessment, monitoring and supervision of debris related vectors; and (iv) beautification of public areas, focusing on debris removal and landscaping.

**Component 2. Technical Assistance.**

- (a) *Technical design and operational support.* Development and review of designs, technical specifications and operational supervision and advice for debris clearance and management under Component 1 of the Project.
- (b) *Emergency debris management plan.* Development and formalization of an emergency debris management plan, including:
  - (i) a guide for debris inventory;
  - (ii) technical specifications for debris collection, handling and processing;
  - (iii) pre-identification of temporary disposal and processing sites; and
  - (iv) an approach for pre-contracting, including draft contracts.
- (c) *Legal and training support for contract management.* Provision of legal support to improve debris management and solid waste contracts and provision of training in drafting, negotiations and management of infrastructure and operational contracts.
- (d) *Support to improve debris management and vector control services.* Provision of support for the adoption and implementation of improved debris management and debris clearance-related vector control services, rules, regulations and policies.
- (e) *Communications and citizen engagement strategy.* Implementation of a communications and citizen engagement plan for debris management, vector control and solid waste management, including a complaints system, citizen engagement activities, education, and a public awareness campaign.
- (f) *Environmental and health monitoring.* Monitoring of environmental conditions in the context of debris collection and processing to improve

safety of workers, population and to monitor Project-related indicators.

**Component 3. Project Management and Implementation Support.**

- (a) Strengthening and development of the institutional capacity of the Ministry of Public Housing, Spatial Planning, Environment and Infrastructure (“VROMI”) in the management of the Project, in relation to solid waste management infrastructure, including environmental and social safeguard support, monitoring and evaluation support, supervision of solid waste management activities, defining of specific needs for goods acquisition and/or technical assistance, and coordination with, as relevant, the Interim Recovery Committee (“IRC”) and/or the National Recovery Program Bureau (“NRPB”) to ensure complementarity with the Recipient’s related programs.
- (b) Provision of support, under, as relevant, the IRC and/or the NRPB, to oversee the Project and liaise with VROMI, including in respect to procurement under the Project.
- (c) Provision of Operating Costs for the Project.



## **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 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) the management, coordination and implementation of the Project, including the Project's (A) technical, administrative, procurement, environmental and social safeguards, disbursement, financial management, (B) contract management in coordination with relevant line ministries and third parties, (C) community engagement and communications, (D) financial and technical audits, and (E) monitoring, reporting and evaluation responsibilities, as specified in the Project Operations Manual ("POM");
    - (ii) the assurance of the proper application in the Project of the requirements, criteria, policies, procedures and organizational arrangements set forth in this Agreement, the POM, and the Safeguard Instruments; and
    - (iii) coordination with the following agencies in preparation and implementation of the technical aspects of the respective activities:

- (A) VROMI, in its provision of technical oversight over the Project, including the preparation of technical and bidding documents, supervision of works, recommendation of payments, acceptance of works, and implementation of improved practices for debris management;
  - (B) Ministry of Public Health, Social Development and Labor (VSA), in its provision of technical oversight in respect to (1) coordinating with VROMI, IRC and NRPB on the air quality monitoring requirements under the Safeguards Instruments in connection with the fire suppression related Project activities, and (2) the vector control elements of the Project; and
  - (C) Ministry of Tourism, Economic Affairs, Traffic and Telecommunication (TEATT), the Foundation for the Management and Conservation of Nature on Sint Maarten (“Nature Foundation of Sint Maarten”), and the Simpson Bay Lagoon Authority in connection with the ship salvaging related Project activities.
2. Not later than sixty (60) days following the Effective Date, in furtherance of Section I.A.1 (b) of this Schedule, the Recipient shall hire a Project manager, satisfactory to the World Bank, to manage, coordinate and oversee the overall implementation of the Project.
3. The Recipient shall, throughout the period of Project implementation, appoint or ensure the appointment of representatives to, and ensure the appropriate participation in and support of, the Program Steering Committee.

**B. Project Operations Manual**

1. By no later than sixty (60) days following the Effective Date, the Recipient shall have finalized the POM, in substance and form, and in a manner acceptable to the World Bank.
2. The Recipient shall carry out, and shall cause all relevant parties to carry out, the Project in accordance with the POM, which consists 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 Project components;
  - (c) the detailed qualification and selection criteria and processes, as relevant, for the respective Project components;
  - (d) the safeguards arrangements, including the grievance redress mechanism, for the Project;
  - (e) the financial management arrangements for the Project;
  - (f) the coordination arrangements governing the day-to-day execution of the Project; and
  - (g) the monitoring, evaluation, reporting, and communication requirements of the Project.
3. The POM may not be assigned, amended, abrogated or waived, or permitted to be assigned, amended, abrogated or waived, or any provision thereof, in a manner which, in the opinion of the World Bank, may materially and adversely affect the implementation of the Project; the POM may only be amended in consultation with, and after approval of, the World Bank. In case of any conflict between the terms of the POM and those of this Agreement, the terms of this Agreement shall prevail.

**C. Annual Work Plan and Budget**

The Recipient shall:

- (a) prepare and furnish to the World Bank not later than April 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 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 any changes or allow any changes to be made to the approved Annual Work Plan and Budget without the World Bank's prior written approval.

**D. Safeguards**

1. Before requesting the World Bank's prior review and no objection to begin the bidding process for the procurement of the contracts for the carrying out of the respective Project activities set forth below, the Recipient shall, in form and substance acceptable to the World Bank:
  - (a) for Component 1 (a) of the Project, carry out proper public consultations on, finalize, adopt, publicly disclose, and incorporate into the POM, a finalized Environmental and Social Management Plan ("ESMP");
  - (b) for Component 1 (b) (ii) of the Project, furnish to the World Bank terms of reference for the respective Environmental and Social Impact Assessment ("ESIA") and ESMP;
  - (c) for Component 1 (b) (iii), Component 1 (b) (iv), Component 1 (b) (v), and Component 1 (b) (vi) of the Project, carry out proper public consultations on, adopt, publicly disclose, and incorporate into the POM, a finalized ESIA, ESMP, and, as relevant, Resettlement Action Plan ("RAP");
  - (d) for Component 1 (c) (i) of the Project, carry out proper public consultations on, adopt, publicly disclose, and incorporate into the POM, a final ESMP, and, as relevant, RAP;
  - (e) for Component 1 (c) (ii) of the Project, carry out proper public consultations on, adopt, publicly disclose, and incorporate into the POM, a final ESMP;
  - (f) for Component 1 (d) of the Project, carry out proper public consultations on, adopt, publicly disclose, and incorporate into the POM, a final ESMP; and
  - (g) for Component 1 (e) of the Project, carry out proper public consultations on, adopt, publicly disclose, and incorporate into the POM, a final ESMP and Pest Management Plan.
2. Before requesting the World Bank's no objection to commence the activities under Component 1 (b) of the Project, and without prejudice to the requirements of Section I.D.4 below, the Recipient shall, after proper public consultation, adopt, publicly disclose, and incorporate into the POM, all in form and substance acceptable to the World Bank:

- (a) for Component 1 (b) (ii) of the Project, the respective final ESIA, ESMP, and RAP.
3. Without prejudice to the provisions of Section I.D.1 and 2 of this Schedule, the Recipient shall carry out the preparation of, the consultations for, and the finalization and public disclosure of, the respective Safeguard Instruments, in form and substance satisfactory to the World Bank, by no later than the deadlines set forth in the schedule below, unless the World Bank agrees to a later deadline period:
- (a) with respect to the ESIA and ESMP under Component 1 (b) (ii) of the Project, the Recipient shall:
    - (i) by no later than thirty (30) days following the Effective Date, prepare draft terms of reference for said ESIA and ESMP, and submit said draft terms of reference to the World Bank for review and approval;
    - (ii) by no later than one hundred and twenty (120) days following the date of the World Bank's issuance of a no-objection to the draft terms of reference referred to in paragraph D.3 (a) (i) of this Section, prepare and publicly disclose the draft ESIA and draft ESMP;
    - (iii) by no later than thirty (30) days following the date of public disclosure of the draft ESIA and draft ESMP referred to in paragraph D.3 (a) (ii) of this Section, carry out and complete public consultations on the draft ESIA and draft ESMP; and
    - (iv) by no later than two hundred and forty (240) days following the Effective Date finalize the ESIA and ESMP, incorporating comments resulting from the public disclosure and consultations, and publicly disclose the final ESIA and ESMP;
  - (b) with respect to the ESIA and ESMP under Component 1 (b) (iii) of the Project, the Recipient shall:
    - (i) by no later than ninety (90) days following the Effective Date, prepare draft terms of reference for such ESIA and ESMP, and submit said draft terms of reference to the World Bank for review and approval;
    - (ii) by no later than one hundred and twenty (120) days following the date of the World Bank's issuance of a no-objection to the draft terms of reference referred to in paragraph D.3 (b) (i) of this

Section, prepare and publicly disclose the draft ESIA and draft ESMP;

- (iii) by no later than thirty (30) days following the date of public disclosure of the draft ESIA and draft ESMP referred to in paragraph D. 3 (b) (ii) of this Section, carry out and complete public consultations on the draft ESIA and draft ESMP; and
  - (iv) by no later than two hundred and forty (240) days following the Effective Date finalize the ESIA and ESMP, incorporating comments resulting from the public disclosure and consultations, and publicly disclose the final ESIA and ESMP;
- (c) with respect to ESMPs under the Project, other than the ESMPs under Component 1 (b) (ii) and Component 1 (b) (iii) of the Project, the Recipient shall:
- (i) by no later than sixty (60) days following the Effective Date, prepare and publicly disclose the draft ESMPs;
  - (ii) by no later than thirty (30) days following the public disclosure of the draft ESMPs referred to in paragraph D.3 (c) (i) of this Section, carry out and finalize public consultations on the draft ESMPs; and
  - (iii) by no later than two hundred and forty (240) days following the Effective Date, finalize the said ESMPs, incorporating comments resulting from the public disclosure and consultations, and publicly disclose the final ESMPs;
- (d) without prejudice to Section 1.D.4 of this Schedule, with respect to the RAP for Component 1 (b) (ii) of the Project, the Recipient shall:
- (i) by no later than one hundred and twenty (120) days following the Effective Date, prepare (including carrying out the related public consultations) and submit a draft RAP to the World Bank for review and approval; and
  - (ii) by no later than five (5) days following the date of the World Bank's issuance of a no-objection to the draft RAP, finalize and publicly disclose the final RAP;
- (e) for all other RAP(s) under the Project (other than the RAP for Component 1 (b) (ii) of the Project), the Recipient shall prepare the RAP(s) as needed in accordance with Section 1.D.5 to this Schedule; and

- (f) with respect to the establishment of a Project complaint and grievance redress mechanism, the Recipient shall, by no later than thirty (30) days following the Effective Date, 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 shall take all measures necessary to implement the determinations made by said feedback and grievance redress mechanism, in a manner satisfactory to the World Bank.
4. The Recipient shall:
    - (a) take all necessary actions to minimize, to the extent possible, any Involuntary Resettlement, in carrying out the Project; and
    - (b) for this purpose, whenever implementation of Project activities would give rise to Displaced Persons with respect to said activities: (i) prepare, disclose and publicly consult on, and cause to be prepared, disclosed and publicly consulted on, a RAP or RAPs for sites where pre-screening has identified resettlement impacts; (ii) thereafter, provide said RAP(s) to the World Bank for review and approval; and (iii) commence and implement such works in accordance with the RAP(s), as have been accepted by the World Bank as being satisfactory, including, in the case of any Involuntary Resettlement, to commence the related Project activities only after the respective Displaced Persons have been compensated in accordance with the relevant RAP(s).
  5. The Recipient shall commence and implement the Project activities set forth in Section I.D.1 in accordance with, as relevant, the respective Safeguard Instruments, as shall have been accepted by the World Bank as being satisfactory.
  6. Without limitation to the provisions of Section 2.01 of the Standard Conditions, the Recipient shall ensure that: (a) the Project activities shall begin only after the requisite Safeguard Instruments set forth in Section I.D.1 have been prepared, properly consulted on, adopted and publicly disclosed; and (b) the Project is carried out in accordance with the provisions of the relevant Safeguard Instruments, and to this end, shall maintain throughout Project implementation, dedicated teams to ensure the Project's compliance with the Safeguard Instruments, all of which shall be acceptable to the World Bank.
  7. The Recipient shall ensure that the Safeguard Instruments, as relevant, and any provision thereof, shall not be amended, suspended, abrogated, terminated or waived or permitted to be amended, suspended, abrogated, terminated or waived, except with the prior written consent of the World Bank.

8. The Recipient shall:
  - (a) maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with guidelines acceptable to the World Bank, the implementation of the Safeguard Instruments, and the achievement of the objectives of said instruments; and
  - (b) include in the Project Report, which is to be prepared under Section II of this Schedule, the results of the monitoring and evaluation activities with respect to the implementation of the Safeguards Instruments referred to in sub-paragraph (a) above.
9. Prior to the selection of consultants for technical advisory services, or contractors for the Project activities referenced in Section I.D.1 above, the Recipient shall submit to the World Bank for its no-objection the terms of reference for such services, incorporating the requirements of the World Bank's Safeguard Policies then in force.
10. The Recipient shall ensure that: (a) any technical advice conveyed through technical assistance financed under this Agreement complies with the requirement of the relevant Safeguard Policies then in force; (b) all contractors carrying out the Project perform their work in accordance with the technical and environmental practices applicable to the Project, in accordance with the World Bank's Safeguard Policies, and the relevant aspects of the Safeguard Instruments, and under terms of reference and with qualifications and experience necessary to satisfactorily carry out the design and construction of the Project, and all of which shall be acceptable to the World Bank; and (c) any contracts for civil works under the Project include Codes of Conduct, for local and international contractors, their staff, guest workers, laborers, in form and substance acceptable to the World Bank.
11. The Recipient shall:
  - (a) as soon as reasonably practicable, but no later than five (5) calendar days after the occurrence of a Significant Event, inform the World Bank by any electronic means of the nature of the incident, accident, or circumstance and any effect or impact (whether on-site or off-site) resulting or likely to result there from;
  - (b) as soon as reasonably practicable, but no later than thirty (30) calendar days after such Significant Event, provide the World Bank with a summary report that includes a description of such Significant Event, and the measures, if any, that the Recipient is taking or plans to take to address such Significant Event and to prevent any future similar event; and



- (c) keep the World Bank informed of the on-going implementation of the said measures and plans.

**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”).

**F. Other**

In carrying out Component 1 (b) of the Project, the Recipient’s decision on whether to rehabilitate, restore or close the said temporary storage site shall be subject to assessments of the relevant technical review(s) carried out under the Project and in consultation with the World Bank.

**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 six (6) months and shall be furnished to the World Bank not later than one (1) 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 (6) 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 (6) 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 (6) months after the end of such period.

**Section III. Procurement**

- A. Not later than fourteen (14) days after the date of the Effective Date, 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 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:

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
Goods, works, non-consulting services, consulting services, Cash Compensation and Assistance, Training, and Operating Costs under the Project	25,000,000	100%
<b>TOTAL AMOUNT</b>	<b>25,000,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of part A of this Section no withdrawal shall be made prior to the date of this Agreement.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is September 30, 2022.

## APPENDIX

### Definitions

1. “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.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 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. “Cash Compensation and Assistance” means compensation and/or other assistance (excluding land acquisition) extended under Component 1 of the Project for Project-related Involuntary Resettlement paid in cash, and for the purchase of land expenditures in the form of real property, extended to any Displaced Person, in accordance with the terms, conditions and procedures set forth in the respective RAP and the POM.
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 codes of conduct referred to in Section I.D.10 (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 environmental and social management plan(s) and shared with workers and the community.
6. “Displaced Person” means a person or entity who, on account of the execution of the Project, is or will be subject to Involuntary Resettlement; “Displaced Persons” denotes more than one such person.
7. “Donor” means the Government of the Netherlands.
8. “Environmental and Social Impact Assessment(s)” or “ESIA(s)” means a site-specific environmental and social impact assessment or assessments, prepared in accordance with the provisions of Section I.D of Schedule 2 to this Agreement and acceptable to the World Bank, that identifies and assesses the potential environmental and social risks and impacts of the relevant activity (including risks of gender-based violence or sexual exploitation and abuse), evaluates alternatives, and designs appropriate measures to manage such risks and impacts (including

measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse), and including any schedules to such assessment.

9. “Environmental and Social Management Plan(s)” or “ESMP(s)” means the plan or plans adopted by the Recipient, pursuant to the provisions of Section I.D of Schedule 2 to this Agreement, in respect of activities to be carried out by the Recipient under the Project; such plan or plans define(s) the detailed measures to manage potential environmental, social, health and safety risks (including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse) and measures to mitigate, reduce and/or offset adverse environmental, social, health and safety 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 plan or plans may be amended and supplemented from time to time with the prior approval of the World Bank.
10. “Foundation for the Management and Conservation of Nature on Sint Maarten” or “Nature Foundation of Sint Maarten” means the legal entity of the same name incorporated as a foundation under Sint Maarten law by its constitution registered with the Sint Maarten Chamber of Commerce under Registration Number 19012(0), and which has been granted authority to manage marine and terrestrial ecosystems of the territory of Sint Maarten under terms set forth in an agreement titled, *Management Agreement 2018*, dated May 17, 2018, between the Government of Sint Maarten and the Nature Foundation of Sint Maarten, or the said foundation’s legal successor or successors thereto.
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. “Involuntary Resettlement” means: (a) the involuntary taking of land resulting in (i) relocation or loss of shelter, (ii) loss of assets or access to assets, and (iii) loss of income sources or means of livelihood, whether or not the affected persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of such person.
13. “Ministry of General Affairs” means the Recipient’s ministry of the same name or any legal successor or successors thereto.
14. “Ministry of Public Health, Social Development and Labor (VSA)” means Volksgezondheid, Sociale Ontwikkeling en Arbeid, the Recipient’s ministry of the same name or any legal successor or successors thereto.

15. “Ministry of Public Housing, Spatial Planning, Environment and Infrastructure” or “VROMI” means Volkshuisvesting Ruimtelijke Ordening, Milieu and Infrastructuur, the Recipient’s ministry of the same name or any legal successor or successors thereto.
16. “Ministry of Tourism, Economic Affairs, Traffic and Telecommunication (TEATT)” means the Recipient’s ministry of the same name or its legal successor or successors thereto.
17. “National Recovery Program Bureau” or “NRPB” means the bureau of the same name to be established by law through the *Temporary National Ordinance on the National Recovery Program Bureau* as an independent administrative agency of the Recipient, for the purpose of managing the Trust Fund and implementing projects financed under the Trust Fund, or the said bureau’s legal successor or successors thereto.
18. “National Recovery and Resilience Plan” means the plan 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.
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: staff compensation and social and pension benefits for staffing under the staffing plan satisfactory to the World Bank; Project audits; office supplies; office rental; publication of procurement notices; vehicle and equipment rental; office and equipment maintenance and repair; communication; translation and interpretation; travel and supervision costs; subscription to publications and databases; publication fees; ownership of intellectual property rights; bank fees; and other miscellaneous expenses directly associated with the Project and agreed between the World Bank and the Recipient.
20. “Pest Management Plan” means a comprehensive plan designed to minimize potential adverse impacts on human health and the environment and to advance ecologically based integrated pest management, and, as appropriate, specifies procedures for screening pest control products.
21. “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 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.

22. “Procurement Regulations” means the “World Bank Procurement Regulations for Recipients under Investment Project Financing”, dated July 1, 2016.
23. “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.
24. “Project Operations Manual” or “POM” means the Project Operations Manual referred to in Section I.B of Schedule 2 to this Agreement, as the said manual may be amended from time to time, with the prior written approval of the World Bank, and such term includes any schedules to the POM.
25. “Resettlement Action Plan” and RAP” mean a site-specific resettlement action plan relating to land acquisition and/or resettlement or economic displacement of persons, as the case may be, prepared in accordance with the provisions of Section I.D.4 of Schedule 2 to this Agreement and acceptable to the World Bank.
26. “Safeguard Instruments” means collectively the ESIA’s, ESMP’s, RAP’s, and any ancillary safeguards instruments as may be required under the Project.
27. “Signature Date” means the later of the two dates on which the Recipient and the World Bank signed this Agreement and such definition applies to all references to “the date of the Grant Agreement” in the Standard Conditions, and “the date of this Agreement” in this Agreement.
28. “Significant Event” means: (a) any significant social, labor, health and safety, security or environmental incident, accident, or circumstance involving the Project, including, without limitation, explosions, spills, and any workplace accidents that result in death, serious or multiple injury, material pollution, or any violent labor unrest or dispute between the Recipient or security forces (assigned to protect the Project) and local communities, or any case of gender-based violence or violence against minors; or (b) any other event or circumstance having, or which could reasonably be expected to have, a material adverse effect on the implementation or operation of the Project in accordance with the Safeguard Instruments.
29. “Simpson Bay Lagoon Authority” means the legal entity of the same name, which, under the laws of Sint Maarten, is granted authority to manage, operate and maintain the bridges in the Simpson Bay Lagoon and to collect the related harbor and bridge fees, or the said entity’s legal successor or successors thereto.

30. “Standard Conditions” means the Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012.
31. “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 budget agreed with the World Bank.
32. “Trust Fund” means the *Sint Maarten: Hurricane Irma Reconstruction, Recovery and Resilience Trust Fund*.
33. “World Bank’s Safeguard Policies” means the World Bank’s operational policies and procedures set forth in the World Bank’s operational manual under Operational Policies and Bank Procedures 4.01, 4.04, 4.09, 4.10, 4.11, 4.12, 4.36, 4.37, 7.50, and 7.60, as said polices are available at <https://policies.worldbank.org>.