PRIME MINISTER OF SINT MAARTEN
MINISTER-PRESIDENT VAN SINT MAARTEN

To: The President of Parliament

Date: Philipsburg, APR 24 2018
Reference: 7640/18A
Subject: The World Bank Trust Fund for the recovery of Sint Maarten

Attachments: The administrative arrangement on the establishment of the Trust Fund (16 April 2018).

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Introduction

Following the devastation caused by hurricanes Irma and Maria in September 2017, the Government of Sint Maarten embarked on a large-scale recovery program with the objective to 'Build Back Better'. Since January 2018, the World Bank is assisting the Government of Sint Maarten with the implementation of this critical program.

After four months of negotiations between the Netherlands and the World Bank, a Trust Fund for the recovery of Sint Maarten was established on April 16. In the presence of the Prime Minister and the Minister of Finance of Sint Maarten, the Netherlands and the World Bank signed the administrative arrangement on the Trust Fund at the Headquarters of the World Bank in Washington DC. The conclusion of this arrangement marks the start of a new and a long awaited phase in the recovery and reconstruction process of Sint Maarten.

Through this letter I would like to inform you about (I) the role that the World Bank and the Trust Fund will play in the execution of the recovery program of the Government of Sint Maarten. Furthermore, this letter serves to provide a first update to Parliament about (II) the early priority projects that will be financed by the Trust Fund, (III) the finalization of the National Recovery and Resilience Plan, (IV) the ongoing preparations for the National Recovery Program Bureau and (V) the role of the Interim Recovery Committee.

In providing this information, I would like to assure you that the Government of Sint Maarten continues to treat the recovery of the island as a matter of the highest urgency. With the help of the Netherlands and the World Bank, the Government is working around the clock to hit the ground running now that the Trust Fund is finally in place.
(I) The World Bank Trust Fund for Sint Maarten

In the aftermath of hurricanes Irma and Maria, the Netherlands reserved 550 million Euro for the recovery of Sint Maarten. This financial support was agreed to after two political conditions were fulfilled, pertaining to additional border control and the establishment of the integrity chamber.

Since October 2017, the Netherlands has spent part of the available 550 million Euro to provide urgent liquidity support to the Government of Sint Maarten (50 million NAF) and to finance early recovery initiatives that are being executed by amongst others the White and Yellow Cross Foundation, UNDP, UNICEF and Red Cross Sint Maarten. Part of the reserved 550 million Euro is also being used to finance the integrity chamber, to strengthen the border control and to offer technical assistance to the Government of Sint Maarten.

The majority share of the 550 million Euro will be made available to a World Bank Trust Fund for the recovery and resilience of Sint Maarten. A total amount of 470 million Euro or 580 million US Dollars is scheduled to be transferred to this Trust Fund in four separate tranches. A first tranche of 112 million Euro is currently being made available by the Netherlands. Additional tranches of 150 million Euro, 120 million Euro and 88 million Euro are scheduled to become available by 15 October 2018, 15 April 2019 and 15 October 2019, respectively.

The first step towards the official involvement of the World Bank in the recovery of Sint Maarten was a letter from the Government of Sint Maarten to the World Bank officially requesting its support. This letter was sent to the World Bank on 8 January 2018 after the Netherlands had informed the previous Government of its intention to establish a World Bank Trust Fund.

The second step was the approval of Terms of Reference for a number of activities that the World Bank could start prior to the actual establishment of the Trust Fund. The Council of Ministers approved the Terms of Reference for these activities on 18 January 2018. This marked the start of a very active cooperation between the World Bank and Sint Maarten.

As part of this cooperation, the World Bank and the Government of Sint Maarten have been working closely together on a final damage and loss analysis, as well as a National Recovery and Resilience Plan that prioritizes short-, medium-, and long-term needs for the recovery and resilience of Sint Maarten. The final version of this plan will include estimates of the financial requirements, costs and investments that are necessary to build Sint Maarten back better in the coming years. Once finalized, the draft plan will be submitted to Parliament.

The third and most important step was the signing of the administrative arrangement between the Netherlands and the World Bank that establishes the Trust Fund. After months of negotiations and preparation, this arrangement was signed by the Netherlands and the World Bank on 16 April in Washington DC.

As negotiated by the Netherlands and the World Bank, the administrative arrangement determines the scope and governance structure of the Trust Fund. The Trust Fund will exist from 2018 up to 2025, and will be managed by a Steering Committee, in which the World Bank, the Netherlands and
Sint Maarten will be equally represented.

The normal procedure for the approval and financing of projects is that the Government of Sint Maarten proposes an annual work plan with potential projects to the Steering Committee of the Trust Fund. The projects can only be formally prepared and eventually financed after they have been approved by the Steering Committee. All decisions of the Steering Committee will have to be made by consensus.

(II) The Early Priority Projects

In light of the urgent needs of the people of Sint Maarten, the Government has asked the World Bank and the Netherlands to deviate from the normal procedure of the Trust Fund for a number of early priority projects that are necessary to prepare Sint Maarten for the peak of the upcoming hurricane season.

The Government has taken the initiative to propose urgently needed projects in the areas of (1) emergency recovery, and disaster preparedness, (2) debris removal and solid waste management, and (3) a skills and training program. Furthermore, the Council of Minister has requested the World Bank (4) to complement the existing funding for the construction of the new Hospital project and (5) to finance the establishment of the National Recovery Program Bureau.

After in-depth technical discussions and high-level consultations, an agreement was reached with the Netherlands and the World Bank that all of the aforementioned projects will be financed by the first tranche of the Trust Fund with a total budget of 112 million Euro. In accordance with the World Bank's condensed emergency procedures, these projects will be fast-tracked and will not require separate approval of the Steering Committee.

In anticipation of the establishment of the Trust Fund, the Government of Sint Maarten has urged the World Bank to expedite its internal processes and the World Bank has agreed to do such in an unprecedented manner. Following the signing of the administrative arrangement with the Netherlands, the World Bank has confirmed to start the official appraisal of the proposed projects in the coming weeks. After appraisal, which is an important component of the project cycle of the World Bank, the next step is the negotiation and the conclusion of a grant agreement between the Bank and the Government of Sint Maarten.

The grant agreement will formally establish that the early priority projects will be financed by the Trust Fund. Once the grant agreement is signed by the Bank and Sint Maarten, the first projects can immediately be financed. In anticipation of the signing of the grant agreement, the Government of Sint Maarten and the World Bank have already started the advanced procurement of the different components of the early priority projects.

The following is included in the early priority projects. The first project focuses on emergency recovery and disaster preparedness – also referred to as the DRM project. The key objectives of this project are to re-establish and improve the country's first responders' full operational capacity and to facilitate the emergency repair of critical public buildings, shelters and housing.

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1 For more information, see: http://www.worldbank.org/en/projects-operations/products-and-services/brief/projectcycle
Proposed activities in this first project include the repairs of the police stations and the fire station, emergency repairs of schools and other public buildings, a large-scale roof repair program, and the procurement of urgently needed equipment for the fire department and the meteorological department, including emergency communication equipment. The first project will furthermore finance the repair and equipping of shelters and the procurement of new firetrucks and ambulances. The costs for the establishment of the National Recovery Program Bureau are covered by the first project as well.

The second project is concerned with debris removal, a cash for work program and strategizing on solid waste management. The key objectives of this project are to support Sint Maarten’s recovery through clearance and management of debris, temporary employment of vulnerable populations, improved debris management planning for recovery after natural disasters and technical assistance to improve Sint Maarten’s solid waste system.

Proposed activities for this second project include contracts for clearance and collection of debris, equipment for storing and processing debris, a civil works contract for re-organizing, partial closure and reshaping the current disposal site, the provision of landfill cover material, additional equipment for disposal site operation, disposal site infrastructure to secure the dump (fencing, scale repair, sorting stations), contract(s) for treatment, conversion, export or disposal of collected debris and contracts for ship salvage from the Simpson Bay Lagoon.

The second project will also finance a cash for work program for vulnerable populations that is focused on debris collection, including debris separation for curbside collection, beautification of public areas, targeted beach cleanups and a vector control program.

The third project is a large-scale skills and training program which targets different sectors that are crucial to Sint Maarten’s economy, including the hospitality, construction and maritime sectors. This project serves to extend and expand the existing program of the Sint Maarten Training Foundation that was created by the Maho Group and Great Bay Beach Resorts-Sonesta Resort in December 2017. These groups created the Sint Maarten Skills Foundation and agreed with some 900 of their employees on a stipend conditioned on the employees taking hospitality training. The intention is to retain their staff to be operationally ready after reconstruction and to improve the skills of such staff with appropriate training in the spare time. The project also avoids that vulnerable groups end up in social aid.

The first phase of this project is currently being subsidized by the Government of Sint Maarten in the form of preliminary advance payments for the period of four months starting February 15 and ending June 15. The second phase of this project is proposed to be financed by the Trust Fund. In this second phase, the project will be expanded to include other key sectors, such as the construction and maritime sector.

In addition to the aforementioned activities, a fourth project is prepared in order to complement the US$ 75 million already secured for the construction of the new Hospital project. Additional funding of approximately US$ 25 million has been requested to adapt the original designs in order to ensure that the hospital will be able to withstand Irma wind-speeds.
More information on the details of the four approved projects can be provided after the completion of the internal procedures of the World Bank, which is expected to take place in the course of May.

Finally, it should be noted that the Government of Sint Maarten has also started working with the World Bank on a number of other potential future projects, including possible financial assistance for the reconstruction of the airport and the establishment of a Partial Credit Guarantee system which serves to create leverage for commercial and mortgage loans. These and other potential projects could not be included in the emergency condensed procedure of the World Bank and will require separate approval of the Steering Committee.

(III) The National Recovery and Resilience Plan

At the time of writing, the focus of all involved parties is on the preparation of the early priority projects. At the same time, the Government of Sint Maarten also continues to work closely with the World Bank on the finalization of the National Recovery and Resilience Plan (NRRP).

The devastation brought by Hurricanes Irma and Maria must be matched by a comprehensive and multi-sectoral recovery and resilience effort, which necessarily includes all affected parties: the Government of Sint Maarten, the Netherlands, the private sector, civil society, community members and international partners.

The NRRP will represent the vision, principles and strategy of the Government of Sint Maarten. It is informed by the findings and recommendations of a number of sources, including the Work Group National Recovery and Resilience Plan Interim Report commissioned by the Council of Ministers in October 2017, the Damage and Loss Assessment conducted by the Economic Commission of Latin America and the Caribbean (ECLAC) in October 2017, the “Build Back Better” Strategic Approach developed by the Secretaries General of the various ministries, and the World Bank assessment missions in recent months.

The NRRP will prioritize short-, medium- and long-term needs for the recovery, reconstruction and resilience of Sint Maarten. This Plan will include estimates of the financial requirements, costs and investments that are necessary to build Sint Maarten back better.

The final draft of the NRRP is expected to be submitted to the Council of Ministers by early May. Subsequently, consultations will be organized with all relevant stakeholders and partners, including the Netherlands and representatives of the private sector. Based on these consultations, specific revisions will be made before the draft is officially submitted to Parliament.

(IV) The National Recovery Program Bureau

In anticipation of the early priority projects and the National Recovery and Resilience Plan, the Government has also worked intensively with the World Bank on the establishment of an implementation structure for the projects that will be financed by the Trust Fund. The point of departure in designing this implementation structure is the realization that Sint Maarten, as a
small island development state, has limited resources. This obviously creates particular challenges for project implementation. The Government of Sint Maarten does not have all the capacity and expertise that is needed to implement the different projects that will be financed by the Trust Fund in the desired pace. In light of these challenges, the Council of Ministers has decided to establish a National Recovery Program Bureau (hereafter referred to as the Bureau) that will operate alongside the existing government organization.

The Bureau will be responsible for the implementation of the recovery and resilience projects that will be financed via the Trust Fund. In all phases of these projects, the Bureau will work closely together with the ministries. The Bureau will support the ministries as much as is needed to execute the projects in a successful manner.

The Bureau will be tasked with the implementation of projects that are completely, or partly, financed by the Trust Fund. The Bureau will also play an advisory role in the identification and implementation of additional recovery projects that can be financed through alternative sources of funding, such as the national budget.

The staffing plan for the Bureau has been prepared with the assistance of the World Bank. The Bureau will be headed by a Director who is responsible for approximately twenty staff members, including financial management specialists, procurement specialists, safeguards specialists and individual project leaders. The Council of Ministers has appointed a selection committee that will recruit the Director and the staff of the Bureau in a transparent manner. This selection process will start in the coming weeks and will take place in accordance with World Bank standards.

The Bureau will formally be established on the basis of a national ordinance. The draft national ordinance has received the input of the Council of Advice. Once finalized, the ordinance will be submitted to Parliament.

(V) The Interim Recovery Committee

The National Recovery Program Bureau will not be (fully) operational before the start of the first projects. One of the reasons for this is that the Bureau is itself one of the projects of the Trust Fund. In order to prevent unnecessary delays, the Council of Ministers has appointed an Interim Recovery Committee consisting of civil servants which will function as much as possible as the Bureau in the interim period.

Chaired by the Prime Minister, the Interim Recovery Committee coordinates all projects that are financed by the Trust Fund prior to the establishment of the Bureau. The focus of the Interim Recovery Committee lies on the early priority projects that serve to prepare Sint Maarten for the peak of the upcoming hurricane season.

Additionally, the Committee is making all the necessary preparations for the Bureau. This entails logistical preparations such as office space and ICT, as well as the design of the procurement guidelines and financial management procedures and infrastructure.
In the preparation and implementation of the early priority projects the ministries play a leading role. The Interim Recovery Committee coordinates the communication with the World Bank and facilitates the procurement and financial management of the projects. The ministries provide the necessary technical expertise. In order to ensure effective cooperation between the ministries and the Bureau, every ministry has designated a focal point that serves as a liaison between the Committee and the respective ministry.

Final remarks

Together with the World Bank, this Government is fully committed to ensure that the early priority projects will be implemented in a successful manner. The Government also strives to finalize the National Recovery and Resilience Plan and to establish the National Recovery Program Bureau in the shortest amount of time possible. In all the steps that will be taken, the Government will inform Parliament accordingly.

Let me conclude by saying that I am fully aware of the sentiments in our community that some things are moving too slow. In fact, I partly share that sentiment myself. The reality remains, however, that World Bank policies are leading in the process of getting the projects financed by the Trust Fund. This includes the implementation of procurement rules, financial management procedures and social and environmental safeguards which are new to the Government and the relevant stakeholders.

In contrast to many of our neighboring countries, Sint Maarten and the World Bank have never worked together before. Moreover, the set-up of a single-donor Trust Fund that is established by one country (the Netherlands) for the benefit of a second country (Sint Maarten) within the same state (the Kingdom of the Netherlands) is unprecedented.

That being said, knowing the challenges that we have overcome, in the short period of taking office, I am extremely glad to observe that the cooperation with the World Bank and the Netherlands has progressed tremendously since the appointment of this Government in January 2018. This Government has left no stone unturned in doing what is necessary for the recovery and reconstruction of St. Maarten.

The key message of this letter is therefore a hopeful one: the Trust Fund is established and the long awaited funding will become available in the coming period. For the people of Sint Maarten, my true hope is that all political parties can unite behind the recovery program of the Government and will help to build Sint Maarten back better and stronger.

MINISTER OF GENERAL AFFAIRS/PRIME MINISTER

[Signature]
Leona Romeo-Marlin
Administration Arrangement

(concerning the Sint Maarten Hurricane Irma Reconstruction, Recovery and Resilience Program Single-Donor Trust Fund)

between

THE GOVERNMENT OF THE NETHERLANDS

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

April 16, 2018
Administration Arrangement between the Government of the Netherlands and the International Bank for Reconstruction and Development concerning the Sint Maarten Hurricane Irma Reconstruction, Recovery and Resilience Program Single-Donor Trust Fund (TF073024); Donor Reference No. H4-251605-10078-49010

WHEREAS, Sint Maarten sustained severe damage caused by Hurricane Irma on September 6, 2017;

WHEREAS, the Government of the Netherlands, through the International Bank for Reconstruction ("World Bank"), seeks to provide trust fund financing to support the reconstruction and recovery efforts in Sint Maarten as described in this Arrangement;

WHEREAS, the Government of the Netherlands internally endorsed for the carrying out of its own role as a member of the Steering Committee, a document dated March 6, 2018, titled, Guiding Principles of The Netherlands Regarding the Execution of the Trust Fund for the Recovery of Sint Maarten, which is included as an appendix to this Arrangement at the request of the Government of Netherlands solely for reference, as may be relevant, without prejudice to the decisions of the Steering Committee to be established for this Trust Fund, or the determination of the Bank as to the relevance of the individual principles and their consistency with the terms of this Arrangement and its annexes and with the World Bank’s policies and procedures, including its Articles of Agreement; and

NOW, therefore, the Government of the Netherlands and the World Bank decide to the following arrangement:

1. The International Bank for Reconstruction and Development (the "World Bank" or "Bank") acknowledge that the Government of the Netherlands as represented by the State Secretary of the Interior and Kingdom Relations (the "Donor", and together with the Bank, the "Participants" and each a "Participant") has decided to provide the sum of four hundred seventy million Euros (€470,000,000) (the "Contribution") for the Sint Maarten Hurricane Irma Reconstruction, Recovery and Resilience Program Single-Donor Trust Fund (TF073024) (the "Trust Fund") in accordance with the provisions of this Administration Arrangement.

2. The Contribution will be used to finance the activities set forth in the “Sint Maarten Hurricane Irma Reconstruction, Recovery and Resilience Program Single-Donor Trust Fund Description” attached hereto as Annex 1, and will be administered by the Bank on behalf of the Donor in accordance with the provisions of this Administration Arrangement, including the “Standard Provisions” attached hereto as Annex 2 and the provisions on “Governance” attached hereto as Annex 3.

3. The Donor will deposit the Contribution in accordance with the following schedule and in the currency specified in paragraph 1 above ("Contribution Currency") into such bank account designated by the Bank (each amount deposited hereinafter referred to as an "Installment") upon submission of a payment request by the Bank:

   (A) Promptly following countersignature: EUR 112,000,000
   (B) By October 15, 2018: EUR 150,000,000
   (C) By April 15, 2019: EUR 120,000,000
   (D) By October 15, 2019: EUR 88,000,000

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4. The Contribution is being provided in Installments on the basis of financial needs of the Trust Fund. If the Bank determines, on the basis of the speed of the implementation of the activities and availability of funds in the Trust Fund, that it is necessary to either bring Installments forward or delay them, the Bank and the Donor will mutually decide to revise the Installment schedule, as confirmed by the Bank to the Donor in writing.

5. When making any deposit, the Donor will instruct its bank to include in its deposit details information (remittance advice) field of its SWIFT deposit message, information indicating: the amount deposited, that the deposit is made by the Donor for Sint Maarten Hurricane Irma Reconstruction, Recovery and Resilience Program Single-Donor Trust Fund (TF073024), and the date of the deposit (the "Deposit Instructions"). In addition, the Donor will provide a copy of the Deposit Instructions to the Bank’s Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to +1 (202) 614-1315.

6. Except with respect to the Deposit Instructions, any notice, request or other communication to be given or made under this Administration Arrangement will be in writing and delivered by mail, fax or e-mail to the respective Participant’s address specified below or at such other address as such Participant notifies in writing to the other Participant from time to time:

For the Bank (the “Bank Contact”):

    Tahseen Sayed Khan
    Country Director
    LCC3C - Caribbean Countries CMU
    The World Bank
    1818 H Street NW Washington DC 20433
    Tel: +1 202 473-1238
    E-mail: T.Sayed@worldbank.org

For the Donor (the "Donor Contact"):

    Hans van der Stelt
    Program Director
    Ministry of the Interior and Kingdom Relations
    Turfmarkt 147, 2511 DP, Den Haag
    Tel: +31621802258
    E-mail: hans.stelt@minbzk.nl

7. In the event any amounts are to be returned to the Donor under this Administration Arrangement, the Bank will transfer such amounts to the Donor, unless otherwise mutually decided with the Bank. When making any deposit, the Bank will include in its deposit details information (remittance advice) field of its SWIFT deposit message, information indicating: the amount deposited, that the deposit is made by the Bank in relation to TF073024 (the Sint Maarten Hurricane Irma Reconstruction, Recovery and Resilience Program Single-Donor Trust Fund), and the date of the deposit. The Bank will provide a copy of such information to the Donor.

8. At the date of Bank’s signature of this Administration Arrangement, the Indirect Rate (as defined in Annex 1 to this Administration Arrangement) is 17%.

9. All annexes hereto constitute an integral part of this Administration Arrangement, whose terms taken together will constitute the entire arrangement between the Donor and the Bank. Unless otherwise
specified in an annex hereto, this Administration Arrangement may be amended only by written amendment between the Bank and the Donor.

10. It is understood that this Administration Arrangement, including any annexes, is not an international treaty and is not eligible for registration as a treaty under Article 102 of the United Nations Charter. It is an administrative arrangement between the Bank and the Donor. All references made in the Annexes to “shall”, “Administration Agreement” and “Parties” will have the same meaning as the term “will”, “Administration Arrangement” and “Participants” herein. In addition, references in the Annexes to “agreements” or to tenses of the verb “to agree” will be deemed to constitute references to “decisions” or to tenses of the verb “to decide”, and references to “comply”, “non-compliance” and “obligations” will deemed to constitute references to “adhere”, “non-adherence” and “terms”.

11. Each of the Participants represents, by confirming its acceptance below, that it is authorized to enter into this Administration Arrangement and act in accordance with its provisions. The Bank and the Donor are each requested to sign and date this Administration Arrangement, and upon possession by the Bank of this fully signed Administration Arrangement, this Administration Arrangement will come into effect as of the date of the last signature.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: [Signature]
Name: Kristalina Georgieva
Title: CEO
Date: April 16, 2018

THE GOVERNMENT OF THE NETHERLANDS

By: [Signature]
Name: [Signature]
Title: State Secretary of the Interior and Kingdom Relations
Date: April 16, 2018
Sint Maarten Hurricane Irma Reconstruction, Recovery and Resilience Program Single-Donor
Trust Fund Description

This Annex shall be applicable to and form an integral part of the Administration Arrangement for the Trust Fund between the Bank and the Donor.

1. Objectives

The objectives of the Trust Fund are to: (a) support the recovery, reconstruction, and resilience of Sint Maarten following the effects of Hurricane Irma; and (b) enhance the capacity of the government of Sint Maarten for recovery, reconstruction and resilience.

Activities

The activities to be financed by the Trust Fund are:

1.1. Bank-executed activities, for which the Bank has implementation responsibility:

Component 1: Strengthening of the Institutional Framework and Operational Capacity for Recovery and Reconstruction, and Mainstreaming of Resilience in Investments

Provision of support to Sint Maarten in establishing the institutional arrangements for the implementation of its recovery framework and for resilient governance, including, inter alia, enhancing the institutional and operational capacity of Sint Maarten to respond to key aspects related to the formulation and implementation of the recovery and reconstruction activities, from activity formulation to procurement of works and large equipment, contract management, financial management, and management of environmental and social impacts, and any other aspects of sustainable governance deemed relevant. This component would also extend technical assistance and promote the use of best practices for disaster risk management and mainstreaming disaster risk reduction into sectoral investments.

Provision of assistance to Sint Maarten in establishing a comprehensive recovery framework, by conducting the following interrelated activities based on Sint Maarten’s National Recovery and Resilience Plan (“National Recovery and Resilience Plan”):

(a) Building on the damage analysis carried out by the various United Nations agencies (UNDP, ECLAC, UNDAC and UNICEF) and the Dutch Ministries of Defense and Infrastructure and Environment, complement and update the existing damage and loss assessment of Sint Maarten to address potential information gaps and to formulate a comprehensive damage and loss assessment as well as a consensus-based national recovery and reconstruction program of Sint Maarten that prioritizes short-, medium- and long-term priorities including estimates of possible financial requirements, costs and investments;

(b) In close collaboration with Sint Maarten, define an institutional framework that sets forth the institutional arrangements to manage, finance, supervise, monitor and evaluate the consensus-based national recovery and reconstruction program; and

(c) Formulate a capacity development plan and deliver training programs to familiarize the Sint Maarten officials with the World Bank fiduciary and safeguards policies and procedures
required for the implementation of investments related to the consensus-based national recovery and reconstruction program.

Component 2: Program Management and Administration Activities

Program management and administration activities for the Trust Fund, including but not limited to: supporting any program governance arrangements and Trust Fund related meetings; planning and executing work plans and budgets; managing communications and conducting outreach; disseminating lessons learned; reporting on progress; and monitoring and evaluating the program.

Component 3: Project Implementation Support

Provision of Project implementation support for Recipient-executed activities, including capacity building of the Recipient.

1.2. **Recipient-executed activities, for which one or more Recipients (as defined in Annex 2) have implementation responsibility:**

Component 4: Implementation of a Recovery, Reconstruction and Resilience Program

Operationalize the implementation of a recovery, reconstruction and resilience program in Sint Maarten, through the implementation of activities focused – in line with Sint Maarten’s National Recovery and Resilience Plan – on the three areas of: (1) community recovery through resilient recovery of social sectors in affected communities; (2) economic recovery through resilient rehabilitation and reconstruction of critical infrastructure and businesses; and (3) governance recovery through the strengthening of Sint Maarten’s readiness to reduce and address future impacts of natural disasters and climate change; and said activities may include, *inter alia*: (a) resilient construction and/or reconstruction of critical infrastructure up to newly established hurricane proof standards in all sectors of the economy; (b) restoration of basic social services, in particular, in the education, health, livelihoods, social protection and public sectors; (c) implementation of a cost-effective and sustainable recovery (building back better) in the housing sector; (d) recovery of productive sectors, through activities that revive and ensure an improved delivery of services in the trade, finance/insurance, tourism and industry sectors; (e) strengthening of disaster risk management and climate change adaptation capacities, including protecting the environment and addressing gender and poverty aspects of recovery; and (f) building of administrative capacity and institutional framework to enhance recovery, reconstruction and resilience processes.

2. **Eligible Expenditures**

2.1. For Bank-executed activities, the Trust Fund funds may be used to finance:

(a) staff costs (excluding short term consultants and temporaries);
(b) short-term consultants and temporaries;
(c) contractual services;
(d) equipment (including vehicles) and office premise lease costs;
(e) equipment purchased (including vehicles);
(f) media, workshops, conferences and meetings; and
(g) travel expenses.

2.2. For purposes of this paragraph 2: (i) “staff costs (excluding short term consultants and temporaries)” includes salaries, benefits and the Indirect Rate charged to the Trust Fund as applicable under Bank policies and procedures; (ii) “short term consultants and temporaries” includes fees and the Indirect
Rate charged to the Trust Fund as applicable under Bank policies and procedures; and (iii) any equipment or vehicle purchased under paragraph 2.1 (e) above shall be transferred to the Sint Maarten upon closure of the Trust Fund or earlier when no longer required to support Trust Fund operations, management or administration; provided such transfer is at no cost to the Bank and is on an “as-is, where-is” basis without any warranty or guarantee from the Bank. If such disposal method is not feasible, the Bank shall seek another means of disposal in conformity with Bank policies and procedures, including potentially donation to organizations that have a charitable or non-profit status.

2.3. The “Indirect Rate” means the indirect rate, defined as a percentage of personnel costs and available at the Development Partner Center website, as such rate may be revised from time to time by the Bank and applied to this Trust Fund, in accordance with its policies and procedures.

2.4. For Recipient-executed activities, the Trust Fund funds may be used to finance eligible expenditures in accordance with the Bank’s applicable policies and procedures.

3. **Taxes**

3.1. The foregoing activities and categories of expenditures may include the financing of taxes in accordance with the Bank’s applicable policies and procedures.

4. **Indicative Results Framework**

4.1. An indicative Results Framework for the activities financed by the Trust Fund prepared by the Bank (the “Results Framework”), in consultation with the Donors, shall be available at the Development Partner Center website. Such Results Framework, may be revised by the Bank from time to time, in consultation with the Donors, and shall be used for monitoring and evaluation purposes only.

5. **Indicative Budget**

5.1. The Bank shall provide indicative budget information for the Trust Fund at the Development Partner Center website, which may be updated periodically by the Bank in consultation with the Donors. Such budget information is for informational purposes only.

6. **Retroactive Financing**

6.1. The Trust Fund funds may be used to retroactively finance payments for eligible expenditures made as of December 13, 2017 in accordance with the Bank’s applicable policies and procedures.
Standard Provisions
Sint Maarten Hurricane Irma Reconstruction, Recovery and Resilience Program Single-Donor

This Annex shall be applicable to and form an integral part of the Administration Agreement for the Trust Fund between the Bank and the Donor, it being understood that any plural references in the annexes to Donors, Administration Agreements, Contributions and pro rata shares shall be read as singular references to the Donor, its Administration Agreement, its Contributions thereunder and the remaining uncommitted balance of the Trust Fund, respectively.

1. **Administration of the Contributions**

1.1. The Bank shall be responsible only for performing those functions specifically set forth in this Administration Agreement, including its annexes, and shall not be subject to any other duties or responsibilities to the Donors, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law. Nothing in this Administration Agreement shall be considered a waiver of any privileges or immunities of the Bank under its Articles of Agreement or any applicable law, all of which are expressly reserved.

1.2. Each Donor’s Contribution (collectively, the “Contributions”) shall be administered in accordance with the Bank’s applicable policies and procedures, as the same may be amended from time to time, including its procurement, financial management, disbursement and safeguard policies, its framework to prevent and combat fraud and corruption and its screening procedures to prevent the use of Bank resources to finance terrorist activity, in line with the Bank’s obligations to give effect to the relevant decisions of the Security Council taken under Chapter VII of the Charter of the United Nations. The Donors acknowledge that this provision does not create any obligations of the Bank under the anti-terrorist financing and asset control laws, regulations, rules and executive orders of an individual member country that may apply to a Donor.

2. **Management of the Contributions**

2.1. The funds deposited in the Trust Fund shall be accounted for as a single trust fund and shall be kept separate and apart from the funds of the Bank. The funds deposited in the Trust Fund may be commingled with other trust fund assets maintained by the Bank. The Bank, in its capacity as trustee, has legal title to the funds deposited in the Trust Fund.

2.2. The currency in which the funds in the Trust Fund shall be held is United States Dollars (the “Holding Currency”).

2.3. Donors agree to deposit their Contributions in the Contribution Currency stated in their respective Administration Agreements. In the case of deposits received in a Contribution Currency other than the Holding Currency, promptly upon the receipt of such amounts and the accompanying Deposit Instructions, the Bank shall convert such amounts into the Holding Currency at the exchange rate obtained by the Bank on the date of the conversion. Where deposits prove to be insufficient to complete activities as a result of exchange rate fluctuations, neither the Bank nor the Donor shall bear any responsibility for providing any additional financing.

2.4. The funds deposited in the Trust Fund may be freely exchanged by the Bank into other currencies as may facilitate their disbursement at the exchange rate obtained by the Bank on the date of the conversion.
2.5. The Bank shall invest and reinvest the funds deposited in the Trust Fund pending their disbursement in accordance with the Bank’s applicable policies and procedures for the investment of trust funds administered by the Bank. The Bank shall credit all income from such investment to the Trust Fund to be used for the same purposes as the Contributions.

3. **Accounting and Financial Reporting**

3.1. The Bank shall maintain separate records and ledger accounts in respect of the funds deposited in the Trust Fund and disbursements made therefrom.

3.2. The Bank shall furnish to the Donors current financial information relating to receipts, disbursements and fund balance in the Holding Currency with respect to the Contributions via the Development Partner Center website which will be updated quarterly. Within six (6) months after all commitments and liabilities under the Trust Fund have been satisfied and the Trust Fund has been closed, the final financial information relating to receipts, disbursements and fund balance in the Holding Currency with respect to the Contributions shall be made available to the Donors via the Development Partner Center website.

3.3. The Bank shall provide to the Donors via the Development Partner Center website, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising (i) a management report together with an audit opinion from the Bank’s external auditors concerning the adequacy of internal control over cash-based financial reporting for all cash-based trust funds as a whole; and (ii) a combined financial statement for all cash-based trust funds together with the Bank’s external auditor’s opinion thereon. The cost of the single audit shall be borne by the Bank.

3.4. If a Donor wishes to request, on an exceptional basis, a financial statement audit by the Bank’s external auditors of the Trust Fund, the Donor and the Bank shall first consult as to whether such an external audit is necessary. The Bank and the Donor shall agree on the appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the Bank shall arrange for such external audit. The costs of any such audit, including the internal costs of the Bank with respect to such audit, shall be borne by the requesting Donor.

3.5. The Bank shall make available to the Donors copies of all financial statements and auditors’ reports received by the Bank from Recipients pursuant to any Grant Agreements (as defined below) in accordance with the Bank’s Access to Information Policy.

4. **Progress Reporting; Review or Evaluation of Activities; Financial Management**

4.1. The Bank shall provide the Donors with annual written progress reports by January 31. progress reports shall be provided with reference to the results framework agreed by the Bank and the Donors, as such Results Framework may be reviewed by the Parties from time to time. Within six (6) months of the End Disbursement Date (as defined below), the Bank shall provide to the Donors with a final narrative progress report for the Trust Fund.

4.2. Any Donor may review or evaluate activities financed by the Trust Fund at any time up to closure of the Trust Fund. The Donor and the Bank shall agree on the scope and conduct of such review or evaluation, and the Bank shall provide all relevant information within the limits of the Bank’s applicable policies and procedures. All associated costs, including any costs incurred by the Bank, shall be borne by the Donor. It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Trust Fund.
4.3. The Bank shall, consistent with its policies and procedures, take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices in connection with the use of the Trust Fund funds, and include provisions in its agreements with Recipients to give full effect to the relevant Bank guidelines on fraud and corruption.

4.4. In the event that the Bank determines that there are credible and material allegations of fraud, corruption, collusion or coercion in relation to Recipient-executed and/or Bank-executed activities financed by the Trust Fund that result in the Bank opening an investigation into such allegations (an “Investigation”), the Bank shall, in accordance with its applicable policies and procedures:

(i) take timely and appropriate action with respect to such allegations and, where relevant, seek appropriate redress, including potential sanctions;

(ii) as soon as practicable, inform the Donors of the outcome of the Investigation, provided that the Donors agree to keep such information confidential pursuant to paragraph 6.3 of Annex 2, unless such information is already publicly available;

(iii) on a case by case basis, decide whether to share information with Donors on an active Investigation, and provided that the Donors agree to keep such information confidential pursuant to paragraph 6.3 of Annex 2;

(iv) take all necessary actions to recover funds that are the subject of an Investigation where the Bank has determined it as appropriate; and

(v) to the extent that any funds are refunded to the Trust Fund following an Investigation, the Bank shall use such funds for the same purposes as the Contributions, unless otherwise agreed between the Bank and each Donor.

5. Disbursement; Cancellation; Withholding of Payments

5.1. It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by December 31, 2025 (the “End Disbursement Date”). The Bank shall only disburse funds deposited in the Trust Fund for the purposes of this Administration Agreement (other than returns to Donors) after such date to the extent such date is changed in accordance with amendments made to the Administration Agreements of all the Donors. Following the End Disbursement Date, the Bank shall return any remaining balance of the Trust Fund to each Donor in the Holding Currency in the manner specified in its respective Administration Agreement on a pro rata basis with regard to the total funds deposited in the Trust Fund by such Donor relative to the total funds deposited in the Trust Fund by all Donors, all calculated as Holding Currency amounts.

5.2. Any Donor may cancel all or part of such Donor’s pro rata share, and the Bank may cancel all or any Donors’ pro rata shares, upon three (3) months’ prior written notice, of any Contributions (paid and not yet paid) that are not committed pursuant to any agreements entered into between the Bank and any consultants and/or other third parties for the purposes of this Administration Agreement, including any Grant Agreements, prior to the receipt of such notice. In the event of a cancellation, the Bank shall return to the Donor its pro-rata share in the Holding Currency as specified in paragraph 2.2 of this Annex 2; unless otherwise agreed between the Bank and the Donor.

5.3. If in the reasonable opinion of a Donor, the Bank has failed to comply to a material extent with its obligations under this Administration Agreement, the Donor and the Bank agree to discuss the non-compliance with a view to resolving the matter. If the Bank and the Donor fail to agree on the measures to
be taken or the Bank fails to take relevant measures as may be agreed between the Donor and the Bank, the Donor may, upon thirty (30) days prior written notice, withhold all or any portion of an Installment that has not yet been disbursed to the Bank, until such time as the measures have been taken.

6. Disclosure; Visibility

6.1. The Bank and the Donors agree that the Administration Agreements will be made publicly available and that any related information on this Trust Fund in the Bank’s and the Donor’s possession may be publicly disclosed in accordance with (i) the Bank’s policies and procedures with respect to any such information in the Bank’s possession; and (ii) the Donors’ applicable laws with respect to any such information in the Donors’ possession.

6.2. Notwithstanding paragraph 6.1 above, neither the Bank nor any of the Donors shall publicly disclose information in their respective possession related to the Trust Fund that has been indicated or marked in writing by either Party as confidential, unless prior written consent has been obtained from the Party providing the information or the Donors are otherwise obliged to do so under applicable laws with respect to information in their possession.

6.3. Notwithstanding paragraphs 6.1 and 6.2 above, the information provided under paragraphs 4.4 (ii) and 4.4 (iii) shall be subject to the terms of confidentiality accompanying such information, and the Donors shall not disclose such information outside the office to which the information is provided, unless: (i) prior written consent has been obtained from the Bank; or (ii) the Donors are obliged to do so in accordance with applicable laws, in which case the Donors will notify the Bank accordingly prior to such disclosure. If a Donor is not able to commit to keep such information confidential in accordance with its applicable laws, then the Donor shall inform the Bank accordingly.

6.4. Where appropriate to do so, the Bank will acknowledge, the Donors’ contributions in references made by the Bank with respect to the Trust Fund in publications, press releases or other similar written materials.

7. Dispute Resolution; Limitation on Donor Liability

7.1. The Donors and the Bank shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to the Administration Agreements.

7.2. In providing funds under this Administration Agreement, the Donors do not accept any responsibility or liability towards any third parties including any claims, debts, demands, damage or loss as a result of the implementation of the activities under the Trust Fund.

8. Grants to Recipients

8.1. The Bank shall, as administrator of the Trust Fund on behalf of the Donors, enter into one or more grant agreements (the “Grant Agreements”) with recipients (the “Recipients”) consistent with the purposes of this Administration Agreement and on the terms and conditions set forth in the Grant Agreements. Grant Agreements may be entered into up to the maximum amount of the Contributions that all Donors have agreed to make available under the Administration Agreements between the Bank and the Donors.

8.2. The Bank shall be responsible for the supervision of the activities financed under any Grant Agreements. Subject to the consent of any relevant Recipients, representatives of the Donors may be invited by the Bank to participate in Bank supervision missions related to the Trust Fund.
8.3. The Bank shall promptly inform the Donors of any significant modification to the terms of any Grant Agreements and of any contractual remedies that are exercised by the Bank under any Grant Agreements. To the extent practicable, the Bank shall afford the Donors the opportunity to exchange views before effecting any such modification or exercising any such remedy.

9. **Trust Fund Fee**

9.1. The Bank shall deduct a 3% (three percent) fee each time funds (the “Grant Amount”) from the Trust Fund become committed under a Grant Agreement. Such commitment shall occur when such Grant Agreement is fully countersigned. Grant Amounts may not exceed the balance of uncommitted funds in the Trust Fund net of the related fee.
ANNEX 3

Governance
Sint Maarten Hurricane Irma Reconstruction, Recovery and Resilience Program Single-Donor

This Annex shall be applicable to and form an integral part of the Administration Arrangement for the Trust Fund between the Bank and the Donor. To facilitate the implementation of the Program, the World Bank and the Donor agree on governance arrangements as follows:

1. **Steering Committee.** A Steering Committee ("SC") will be established as the governance body of the Trust Fund and it is envisaged that the SC will consist of a representative of the World Bank (the Country Director of the World Bank's Caribbean Country Management Unit or his/her designee), a representative from the Netherlands Ministry of Interior and Kingdom Relations, and a representative from Sint Maarten (the Prime Minister or his/her designee). SC meetings may be conducted physically or virtually, at least bi-annually (it is envisaged that the first of such meeting will address the annual work program and the second of such meeting will be to receive a progress report on the preparation and implementation of work program/s). The Bank, as the Program Secretariat, may also call ad-hoc meetings. The role of the SC will be 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. For these purposes, the World Bank will prepare annual work plans, in coordination with Sint Maarten, and will develop annual budgets that will be shared with the SC for endorsement. The decisions of the SC will be made by consensus, preferably on a no-object basis.

2. The Participants agree and understand that the Bank:

   (a) does not, through this Arrangement, preempt or intend to preempt, in either whole or in part, any decision to be made by the SC for the carrying out of its work or any work in relation to this Trust Fund, including the SC’s approval of terms of reference and any principles to be applied in that respect; and

   (b) shall bear no responsibility (i) for imposing specific terms of reference or obligations on the SC or its members, (ii) for enforcing the carrying out of responsibilities by the respective members of the SC, or (iii) for any delay in performance occasioned by either the Donor's or Sint Maarten's failure or inability to carry out their respective responsibilities as members of the SC or to mutually agree in respect to decisions to be made by the SC; any resulting impact on the Bank's ability in whole or in part to deliver on the program activities shall not be deemed a breach of this Arrangement.

3. In recognizing the Guiding Principles of The Netherlands Regarding the Execution of the Trust Fund for the Recovery of Sint Maarten that the Donor has endorsed for itself, and without prejudice either to the decisions to be made by the SC, or to the Bank's determination of the relevance of the individual principles and their consistency with the Bank's policies and procedures as indicated in the preamble of this Arrangement, the Donor proposes that the SC, in its endorsement of strategic priorities and annual work plans and budgets, be guided by the following principles: (a) necessity, interpreted as lack of reasonable financing sources other than public funds (at least for part of the financing); (b) additionality, interpreted as trying to crowd-in potentially available private financing; (c) suitability, interpreted as adequate to the scale and size of Sint Maarten (including, for example, absorption capacity); (d) effectiveness, interpreted as consistency with Sint Maarten's long development goals and financial sustainability; (e) efficiency and legitimacy, interpreted as having adequate financial management arrangements in place for the transparent and proper use of the allocated funds; and (f) pursuit of noticeable effects for the people of Sint Maarten
during the duration of the Trust Fund, enlargement of Sint Maarten’s resilience, seeking of value for money (in a manner consistent with the World Bank Procurement Regulations), maximization of financing for development, innovation and a three-track approach for the implementation (interpreted as having either Sint Maarten, or international organizations, or non-governmental organizations as recipients of grant agreements under the Trust Fund).

4. **Program Secretariat.** The World Bank, as Program Secretariat, will undertake the following activities: (a) managing and participating in SC meetings; (b) managing donor/stakeholder meetings, discussions and other communications; (c) Program - work planning and execution; (d) managing communications (external / internal) and outreach activities (including program-related websites); (e) soliciting and evaluating activity proposals to be executed under the Recipient-executed activities of the Trust Fund; (f) allocating funds to projects/activities or programmatic allocations to units; (g) Program level resource related planning and budgeting; (h) if needed, development and implementation of Program-specific management tools and systems; and (i) Program monitoring and evaluation.
APPENDIX

Guiding principles of the Government of the Netherlands regarding the execution of the Trust Fund for the recovery of Sint Maarten

The objective of the Dutch government guiding the recovery of Sint Maarten: The Dutch contribution will support the material and non-material reconstruction and recovery of St Maarten wherever necessary, so as to restore vital infrastructure and sustainably boost the country’s resilience to the effects of possible future disasters, natural and otherwise.

Explaination of the above paragraph:

After the devastation of hurricane Irma, ‘Building Back Better’ became the motto for rebuilding St Maarten. Among other things, this means that all new buildings must be able to withstand Category 5 hurricanes and that, wherever possible, new construction should be sustainable. To provide a more detailed framework for the reconstruction and recovery of St Maarten that goes beyond the dictum to ‘build back better’, an objective has been formulated which will guide all expenditure and activities undertaken or supported by the Dutch government in this area.

The various elements of the objective:

- ‘The contribution’: this encompasses both the financial contribution and other contributions (capacity, administrative support, etc.).
- ‘will support the material and non-material reconstruction and recovery of St Maarten wherever necessary’: activities can be financed from the reconstruction fund if they are directly related to dealing with the damage caused by the hurricanes Irma and Maria. The Trust Fund can also be used to fund other activities supplementary to damage repair, provided they lead to significant improvements to the pre-hurricane situation on the island.
- ‘so as to restore vital infrastructure’: this term refers to facilities that are so critical that any disruption or breakdown in their functioning would result in serious social upheaval and constitute a threat to national security.
- ‘the country’s resilience’: this refers, among other things, to crisis management and disaster preparedness, economic diversification, the enhancement of good governance and the strengthening of civil society.
- ‘sustainably boost [resilience] to the effects of possible future disasters, natural and otherwise’: investments should go to projects with a long-term vision that respect both people and the environment. It is advisable to consider the possible ripple effects of these investments. Expenditure on physical infrastructure should focus on hurricane-resistant construction, which should also take account of other types of natural disasters, if possible.

1. **Scope and effects**: The scope of the Trust Fund shall be based on the above objective, the National Recovery and Resilience Plan (NRRP) of Sint Maarten and the following criteria will guide the execution of the Trust Fund, through the Steering Committee: Necessity, Suitability, Effectiveness, Efficient & Legitimate.

Explanation of the above paragraph:

- **Necessity**: interpreted as lack of reasonable financing sources other than public funds (at least for part of the financing).
- **Additionality**: interpreted as trying to crowd-in potentially available private financing.
- **Suitability**: in terms of its substance, form and process, the project is consistent with the scale of St Maarten (as regards to absorption capacity and other types of capacity).
• **Effectiveness**: the project helps attain the objective and is consistent with St Maarten’s long-term policy ambitions. This criterion also means that sustainable financing has been secured.

• **Efficiency & legitimacy**: safeguards must be in place to ensure the efficiency and legitimacy of all projects and expenditure.

On top of these criteria, the Government of the Netherlands wishes to mark three policy objectives; it is highly desirable that the following is addressed in the Steering Committee when considering financing through the Trust Fund:

(a) Achieving sustainable waste processing and water purification, in collaboration with France.
(b) Guaranteeing the accessibility of St Maarten with a view to supporting the economy.
(c) Good governance.

2. **Governance**: a tripartite governance structure (Steering Committee) will be set up between the Netherlands, St Maarten and the World Bank. It is desirable that the reconstruction and recovery involves St Maarten’s civil society. The Netherlands will recommend to Sint Maarten to establish a sounding board. It is also part of the Bank’s implementation arrangements of each project to involve stakeholders, including civil society.

The Steering Committee will endorse proposals for projects and for analytical work (and relevant budgets) and the bank will proceed on the basis of such endorsement.

3. **Monitoring, reporting requirements and accountability**: Monitoring practices will follow the standard working methods of the World Bank, with the frequency and content of reports to be determined based on the approach of the steering committee.

*Explanation of the above paragraph:*

*In principle, we will work with annual working programs in line with the regular working methods of the World Bank. In addition, 6 months after the approval of an annual working program, there will be a SC meeting to assess progress in the implementation of the endorsed program.*

*The information and reporting cycle should be tripartite and coordinated for the purpose of having consistent information between the Netherlands and St. Maarten.*

4. **Implementation**: The following principles should guide the execution of the Trust Fund be part of this Administration Arrangement: noticeable effects for the people of St Maarten during the term of the Trust Fund, enlarging the resilience, value for money, maximising financing for development, innovation and a three-track approach for the implementation.

*Explanation of the above paragraph:*

*Goals for the Trust fund must be realistic, taking account of constraints in terms of time, money and other resources, this will be monitored by the Steering Committee. The following principles should be kept in mind:*

- The implementation programmes contain a mix of projects (economic, social and governmental), with both short- and long-term effects, with an emphasis on visible effects for the people of St Maarten.
- The aim of technical assistance will be to increase the self-reliance of St Maarten in a lasting way.
• The following two principles will be observed:
  o 'value for money': local labour will be used to the greatest possible extent, and within
    the framework of the procurement regulations of the Bank, attention will be given to
    opportunities for local companies to take part in the implementation
  o 'maximising finance for development': a variety of financial instruments will be
    reviewed in order to see which is the most appropriate for the implementing
    programmes.
• wherever and whenever possible and appropriate in the preparation and execution of
  projects and activities, scope for innovation is offered.
• To ensure a variety of options with regard to implementation, a three-track approach will
  be followed, drawing on recipients from the public sector, international organisations and
  non-governmental organisations. The authorities of St Maarten, IOs and NGOs can
  obtain direct access to the resources in the Trust Fund.