

Regio Deal Saba

Parties:

1. The Minister of Housing and Spatial Planning, Ms Mona Keijzer, hereinafter referred to as VRO;
2. The Minister of the Interior and Kingdom Relations, Mrs. J.J.M. Uitermark, hereinafter referred to as: BZK;
3. The State Secretary for Kingdom Relations and Digitalisation, Mr Zsolt Szabó, hereinafter referred to as: KR;
4. The Minister of Social Affairs and Employment, Mr. Eddy van Hijum, hereinafter referred to as SZW.

The parties referred to under 1 to 4 each acting as an administrative body and as a representative of the State of the Netherlands, hereinafter jointly referred to as: the State;

5. The public entity of Saba, represented in this regard by Deputy Eviton Heyliger and Deputy Bruce Zagers, hereinafter referred to as: Public Entity Saba (OLS)

Party referred to under 5 acting in its capacity as administrative body, hereinafter referred to as: Region;

All Parties hereinafter referred to collectively as the Parties.

Partners:

The following partners are involved in the Regio Deal:

- Saba Reach Foundation;
- Sea&Learn Foundation;
- Saba Heritage Center (NGO);
- Child focus Foundation;
- Sacred Heart Primary School;
- Saba Comprehensive School.

Definition:

For the purposes of this Agreement, the following definitions apply:

- *Region Deal*: covenant concluded by the Minister of Housing and Spatial Planning, possibly another Minister/State Secretary and one or more regional Parties to improve the quality of life, housing and work of residents and entrepreneurs in a region;
- *Region Cover*: the amount of € 900 million that the Rutte IV cabinet has made available to conclude new Regional Deals in the period from 2022 - 2025;
- *Regiocashier*: public regional Party being a province, municipality or public entity as referred to in Article 8, paragraph 1 of the Common Arrangements Act or one of the public entities Bonaire St. Eustatius or Saba, which fulfils or will fulfil the task of cashier for the purpose of the implementation of the Region Deal;
- *Regional private financing*: financial contributions made available for the implementation activities of the Regio Deal or contributions in kind from a private regional Party;
- *Regional public funding*: financial contributions made available for the implementation activities of the Regio Deal or contributions in kind from a public regional Party, not being a specific grant, assignment or subsidy from the government;
- *Special allowance for the implementation activities of Regio Deals*: concerns the special allowance containing the legal and financial frameworks and obligations for the allocation of government funds from the Regional Envelope to a regional cashier by the government.

Partner: organisation that is involved in the Region Deal by the Parties, but does not enter into the Deal and for which no specific action can be included in the Region Deal;

General considerations

1. The central government and the region work together in Region Deals on complex, regional tasks aimed at increasing the quality of life, living and working in the region ('broad prosperity').
2. Region Deals aim to strengthen cooperation between governments, education, businesses, civil society organisations and residents in the region and between the national government and the region.
3. Funds are available for the Region Deals from the Regional Envelope, the starting point of which is that the government contribution is accompanied by at least the same contribution to regional (public and/or private) financing.
4. The Region Deals distinguish themselves by its integrated and joint programmatic approach with a learning and adaptive character and with funding from both the national government and the region from regular policy instruments.
5. The Region Deals are intended as a temporary impulse for regional development with a sustainable effect, safeguarding lessons learned and structural operating costs of long-term investments.
6. The funds from the Region Envelope for the Region Deals fifth tranche are made available by VRO as a special payment on the basis of the Decree on Specific Benefit Region Deals fourth, fifth and sixth tranche.

Specific considerations

Characteristic Region Saba

1. Saba is a special municipality (public entity) of the Netherlands and, together with the islands of Bonaire and St. Eustatius, forms the Caribbean Netherlands. Within this group, Saba is the smallest special municipality in the Netherlands: the island has an area of 13 square kilometers and more than 2000 inhabitants. The island, like the rest of the Caribbean Netherlands, has a high poverty rate.
2. Despite the efforts of the island and the local government on development in various areas, opportunities, there are still opportunities for overarching, broader trajectories. Due to the small scale, the availability of (educational) expertise and facilities is relatively limited. In addition, connectivity in the region is costly, which means that a significant part of the population remains tied to the island. This hinders development opportunities for the local population. As a result, local young people are only partially equipped for a possible life outside Saba, while at the same time they have few (further) growth opportunities on the island itself. This affects the residents of St John's all the more. Although the schools are located here, the village offers little to no facilities. Many sports and cultural activities take place in The Bottom (Johan Cruyff sports field and the library), while social and work-related opportunities can be found in Windwardside (Lion's Club, catering establishments, supermarkets).

Exercise 1 – Poverty and future prospects

3. More than a third of the population on Saba lives in poverty¹. The report of the Committee for the Social Minimum Caribbean Netherlands describes this problem². Due to various external factors from 2017 onwards, such as hurricanes Irma and Maria and the Covid-19 pandemic, tourism on the island has been hit hard, while tourism is the main pillar of the local economy.³ This, combined with the poverty on the island, has major consequences for the local community, especially when it comes to the future prospects for young generations.
4. Education for the local population is limited to primary and secondary school education with a maximum HAVO level and some pathways up to MBO2 level, mainly aimed at

¹ Committee on the Social Minimum of the Caribbean Netherlands. *A dignified existence: A social minimum that provides an increasing perspective on self-reliance*. October 6, 2023. Page 76.

² Ibid.

³ The devastating hurricanes Irma and Maria in 2017, the global Covid-19 pandemic, and rising prices worldwide

practical occupations in tourism and construction. There is a lack of facilities for cultural and talent development, which means that opportunities are missed. The lack of development opportunities is not limited to students, but also has an impact on (young) adult residents of the island and people with a distance to the labor market.

5. Attention to well-being requires a holistic approach to the problems that play a role on the island. For example, poverty and lack of prospects for local young people have an impact on mental and physical health. By focusing on multiple facets, socio-economic, physical and mental, well-being will ultimately improve in the long term.

Task 2 – Development of St. John's and well-being

6. On Saba, differences in prosperity and development can be seen between the villages⁴. St. John's has not received the same attention in terms of economic growth and access to amenities. This is due to the fact that for decades the village has had to contend with the adverse effects of waste incineration at the lower waste disposal station, from where the smoke regularly traveled to St John's. The village was therefore less attractive for settlement of residents and business. Over the past ten years, a lot of work has been done to make waste processing more sustainable and clean. For about a year and a half, about 95% of all waste has been exported and further processed and recycled outside the island. As a result, waste incineration has virtually no impact on St John's. This has now created a momentum in which further development and increasing the attractiveness of St John's is possible.
7. Although the two schools on the island (the primary school and the secondary school) are located in St. John's, the village has proven to be unattractive to live in or live in over the years. to establish business there. Currently, the village is characterized by an aging population and a lack of maintenance of the housing supply.

Opgave 3 - Samenwerken

8. Cooperation between local partners working in different fields (e.g. Saba Reach Foundation, Sea&Learn Foundation, schools) is not always self-evident, which means that opportunities for synergy are missed. Not only the cooperation between local partners, but also that with the OLS can use strengthening to take advantage of more opportunities for synergy.

National objectives

9. In this Region Deal, the Ministry of the Interior and Kingdom Relations (Directorate of Kingdom Relations) promotes the implementation of goals, approach and results, among other things by making direct implementation capacity available.
10. SZW identifies relevant developments in government policy and national programmes that are promising for the implementation of this regional deal and that relate to the policy area in which SZW operates. In addition, SZW is exploring with the region how to deal with any bottlenecks in legislation and regulations in the field of Social Affairs and Employment.

The parties agree as follows:

1. Goals, approach and results Region Deal Saba

Article 1 – Objectives

The Regio Deal focuses on promoting well-being and improving the quality of life on the island, by focusing on the following goals:

Pillar 1 : Realisation Enrichment Center Saba

- To give a strong boost to well-being;
- Providing opportunities for students and (young) adults for retraining; better connection between education and the labour market;

⁴ For example, the capital (The Bottom) is home to the center of government services, Windwardside is thriving as a tourist hub, and Zion's Hill has the airport.

- Environmentally friendly and future-proof development of the physical site for the Enrichment Center, among other things, by prioritizing sustainability in construction;
- The enhanced facilities of the Enrichment Center make St John's an attractive place where the range of services leads to self-development, cultural connection, and social cohesion.

Pillar 2 : Setting up different programmes

- Opportunities will be created in the fields of education, health, culture and economic development, and there will be greater synergy between these programmes;
- There is less unemployment and more people with a distance to the labour market are participating labour market, thereby reducing poverty on Saba;
- A healthy lifestyle is becoming more prevalent on the island;
- Local business and tourism are growing;

Article 2 - Approach

The challenges in areas such as poverty and lack of future prospects are tackled on the basis of an integrated approach, focusing on two pillars.

Pillar 1 :Realization Enrichment Center Saba

Central to this approach is the creation of an Enrichment Centre in St Johns. This new facility provides a space for initiatives in the fields of education, health, culture and economic development. It is a place that encourages meeting and interaction and encourages people of all ages to develop new skills. With the arrival of this location, three programme lines can be rolled out (see pillar 2).

The physical location will be designed in such a way that it is closely connected to the nearby schools and the sports facility, promoting interaction and combining development opportunities. Sustainability plays an important role in construction, with a focus on the use of eco-friendly materials and the creation of shaded areas and natural ventilation. By integrating greenery in and around the building, an environment is created that is as sustainable and pleasant as possible.

Pillar 2 : Setting up a variety of programmes:

The Enrichment Center offers opportunities for the development of programmes in three different areas: education and development; sport and health; and cultural connection, social cohesion and sustainable growth. Below is a description of each of the programme lines. In the development of the programmes, a link will be made with existing policy efforts and initiatives. Think of the after-school activities, sports programs and initiatives in the field of healthy lifestyle and nature education. The development of the programs of the Enrichment Center will be linked to the multi-year multi-year Community Development and Culture Policy Plan ⁵ of the Public Entity Saba. In addition, during the realization of the Enrichment Center, the Public Entity will work to maintain and increase the available capacity for the implementation of programs. This is from the point of view of the small scale and the associated challenge of finding staff capacity.

A. Increasing the range of educational and development opportunities.

Educational attainment is directly related to well-being. In the Enrichment Center, education and development programs are set up for, among other things, the talent development and cultural development of local youth, and to create job opportunities

⁵ The Community Development Plan was developed for the professionalization of the Community Development Department at the Public Entity of Saba and the services provided to the community through this department. The plan includes an integrated approach based on all community development themes to deliver quality services to the community in a holistic manner.

The Culture Policy Plan aims to ensure that all citizens feel equally part of a multicultural and diverse community. The plan is based on the FARO convention that seeks community participation in the development process, which can achieve a collective cultural policy that reflects the community.

for residents of the village. Learning and working programmes are also being set up. This will create a better future perspective for the local population, which is also expected to benefit the mental and physical well-being of the local residents. Because this gives all residents access to a wide range of development opportunities, islanders will be able to develop better not only on the island itself, but also beyond. It is also expected that the increased range of development opportunities will lead to more local talent staying on the island or relocating there in the long term. In general, this will increase the well-being of the island.

B. A sports and health program.

This programme is aimed at both active participation of the local population and raising awareness – including through campaigns – about:

- Sport and physical activity, which contribute to physical health, mental well-being and social cohesion within the community.
- Healthy food, with an emphasis on education in the field of local food production and the importance of fresh 'whole foods'.
- Healthy lifestyle.

C. A programme aimed at cultural connection, social cohesion and sustainable growth.

This programme focuses on organising cultural events and meetings. Combined with the new housing policy on Saba, which includes plans for dozens of additional social housing units, the development of the Enrichment Center in St John's provides an additional impetus: St John's will become a more attractive location for the construction of both social and private housing. This will further improve the appearance of the village and benefit tourism in St John's. While the majority of visitors currently reside in Windwardside, St John's will become an interesting alternative for short-term and long-term stays, thanks to its improved (cultural) facilities and accommodation, and thanks to its central location on the island. In addition, the Enrichment Center will provide opportunities for organizing and hosting conferences and lectures and will provide a professional platform for musicians and other artists from the field and off the island. This will make the island more attractive to visitors.

Article 3 – Intended results

Pillar 1: Realisation Enrichment Center Saba

The intended outcome of Pillar 1 is the construction and opening of the Enrichment Centre in St John's. This will be an important central meeting place on the island. From this starting point, the programs can be organized in the center that ultimately contribute to solving the tasks described.

In combination with the schools and the sports facility, the Enrichment Center will form a beacon where young and old come together. The design of the center in conjunction with the adjacent buildings will stimulate movement and interaction. For example, sport and knowledge development on healthy living can go hand in hand here, as can cultural activities and stimulating social cohesion, or tourism education and hospitality. In this way, knowledge and practice are brought together, in order to form a strong basis for (general) development.

Pillar 2 : Setting up different programmes

The Enrichment Center sets up various programs that contribute to educational and development opportunities, sports and health, and cultural connection, social cohesion and sustainable growth. In any case, the intended offer is aimed at, but is not limited to, to, the following points:

A. Increasing the range of education and development opportunities:

- Setting up various programmes to broaden the range of education on offer;

- Setting up work-study programmes;
- Offering horizon-broadening education, for example on the cultural sector;
- Realisation of workplaces for people with a distance to the labour market, so that more people from this target group participate in the labour process or gain insight into it;
- Support and training in the areas of parenting, finances and self-reliance;
- Setting up educational programs on cultural preservation and heritage.

B. A sports and health program:

- Stimulating sports and physical activity so that the residents of Saba exercise more;
- Knowledge sharing about healthy food, so that residents of Saba eat healthier;
- Setting up an education program focused on local food production and local nutrition, allowing a larger part of the local population to buy local products and become active in local food production. This will lead to an increase in the supply of fresh local products and the self-reliance of the local population.

C. A programme aimed at cultural connection, social cohesion and sustainable growth:

- To make the Enrichment Center a central meeting place for the Sabans;
- Organizing events aimed at cultural connection and social cohesion;
- Increasing opportunities for tourism, by using the Enrichment Center for events such as Sea&Learn Foundation and as a venue for conferences;
- Encourage local activity, in particular initiatives related to entrepreneurship. This can be done, for example, through a collaboration with the Chamber of Commerce or by organizing training courses for starting (small) entrepreneurs.

2. Deployment of resources Region Envelope for implementation of Region Deal Saba

Article 4 – Principles

1. The parties aim for a coordinated policy deployment of their joint financial resources on the basis of the agreements in this Region Deal. With these resources, the Region implements the Region Deal Saba, such as initiating and/or realising programmes and projects and other implementation activities in the context of the goals and interventions of the Region Deal Saba as referred to in Articles 1 to 3. In this way, the Parties are committed to realising the regional task of the Saba region
2. VRO reserves a maximum of € 5 million. including any VAT due from the Regional Envelope as a government contribution for implementation activities as referred to in the first paragraph, according to the subdivision included in the table below. This also includes the implementation costs or VAT costs (Preparation, Administration and Supervision), which is based on the assumption that
of a maximum of 3% of the government contribution.

The region deviates from the 50% co-financing requirement. This is due to the fact that the administrative and financial relationships between the central government and the Caribbean Netherlands are different, the public entities cannot borrow money and have less financial space and are more dependent on investments from the central government. The Public Entity is committed to maximising the contribution in kind and is looking for other financing options. For additional resources for the development of programmes and activities, European funds are being considered. This is done in collaboration with the 'Cabinet Special Envoy for the BES islands', which is committed to increasing the possibilities for EU funding on the BES islands, and with the VNG for writing grant applications. The Public Entity also provides the project manager for the implementation of the Region Deal and has purchased the necessary land for the construction of the Enrichment Center.

Implementation activities	Maximum government contribution¹⁾	Regional funding	Total amount
1. Realisation Enrichment Center Saba	€ 4,700,000	€ 0	€ 4,700,000
2. Setting up different programs	€ 150.000	€ 0	€ 150.000
Execution costs (VAT)	€ 150.000	€ 0	€ 150.000
Total contributions maximum	€5,000,000	€ 0	€5,000,000

1) This amount includes any VAT due.

3. The distribution included in the table in the second paragraph shall be taken as the starting point. The Parties are aware that circumstances and/or priorities may change during the term of the Region Deal. After discussion in the National-Regional Consultation, the parties may agree on a modified distribution over the pillars. Article 11 applies to this change to Regio Deal Saba.

Article 5 - Regional cashier

The parties agree that in the context of the implementation activities of the Region Deal Saba, the Public Entity of Saba will fulfil the role of regional cashier. The regional cashier is responsible for complying with the conditions and obligations, as expressed in the Special Allowance for the implementation activities of Regio Deals.

3. Governance implementation of Region Deal Saba

Article 6 - National-regional consultation

1. Periodically, the Parties enter into consultations about mutual cooperation within the framework of the Region Deal Saba and with other public and/or private cooperation partners. This Government-Region consultation supervises the implementation of the Regional Deal as described in this covenant.
2. The Government-Region Consultation meets at least once a year to discuss the progress of, and any bottlenecks or risks in, the implementation of the Region Deal and other current affairs in the region.
3. The consultations between the State and the region referred to in the first paragraph shall consist of the following representatives:
 - a. from the ministries of the State:
 - i. Housing and Spatial Planning Organization
 - Ii. Home Affairs and Kingdom Relations;
 - Iiii. On behalf of the State Secretary for Kingdom Relations and Digitalization;
 - Iv. Social Affairs and Employment.
 - b. from the Region:
 - i. Deputies of the Public Entity of Saba
 - Ii. Other public and/or private cooperation partners
4. The State-Regional Consultation provides for its own working method, the starting point being that the region has the lead in organising, inviting and reporting.
5. The National-Regional Consultation Agreements agree on an escalation arrangement.
6. The parties involved shall ensure adequate accountability to constituencies and/or

representatives of the people.

4. Evaluation, progress and communication Region Deal

Article 7 – Evaluation and progress

1. The Region shall map out the initial situation of the regional tasking. In addition, the Region determines an evaluation approach that can be used to keep track of whether the agreed approach (Article 2) contributes to the goals (Article 1) of the Region Deals. The initial situation and evaluation approach will be described in the spring of 2025.
2. The Region shall draw up a progress report once a year, containing:
 - a. the progress of the initiatives and projects;
 - b. the extent to which the parties are on track to achieve the intended results (Article 3).
3. The draft annual progress report shall be submitted to the Parties before 15 June of each year, taking into account the submission to the Minister of VRO before 15 July in the context of the special allowance.
4. The Region may inform the partners concerned by means of the annual progress report. VRO uses the annual progress report as input for the periodic progress report of all Region Deals for the House of Representatives of the States General.
5. VRO is responsible for research into the entirety of the Region Deals (including the results and effects of the Deals for Well-being). The Region is cooperating in this process.
6. Within the entirety of the Region Deals, the Ministry of the Interior and Kingdom Relations collects lessons and knowledge about the (further) development of regional cooperation within the system of public administration, which helps to implement the Action Agenda for Strong Governance.⁶

Article 8 – Communication

1. The Parties shall ensure that a joint communication strategy and plan is in place, in which the Region is in the lead.
2. In the case of projects that are part of the implementation of the Regio Deal Saba, the Region will ask Saba to make it known in the communication about those projects that the project has been made possible in cooperation between the national government and the region.

5. Final provisions

Article 9 – Implementation in accordance with Union law

The agreements of this Region Deal and/or the resulting measures are implemented and elaborated in accordance with European Union law, in particular insofar as the agreements fall within the scope of the European rules relating to procurement, competition, state aid and technical standards and regulations.

Article 10 - Exchange of data

1. The information exchanged or to be exchanged in the context of (the implementation of) this Regio Deal is, in principle, public. If a Party requests confidentiality, the other Parties shall, in principle, keep this information confidential and not disclose it in whole or in part to any third party, except to the extent that an obligation to disclose arises from the law, a court decision or this Regio Deal.
2. The Parties shall ensure that competitively sensitive and/or privacy-sensitive information is only shared to the extent that this is in accordance with the relevant

⁶ With the Action Agenda for Strong Governance (2022, see [government.nl](#)), the Ministry of the Interior and Kingdom Relations focuses on strengthening cooperation within the central government and cooperation between central government, local authorities and non-government partners.

international, European and national legal frameworks. They may lay down further agreements to this end.

Article 11 - Amendments

1. Either Party may request in writing that this Region Deal be amended. The amendment shall require the agreement of all Parties.
2. The Parties shall enter into consultations within 6 weeks after a Party has made the request known to VRO. VRO will inform the other Parties about the proposed amendment and ask them for their consent.
3. After all Parties have notified VRO that they agree to the request for amendment, the amendment and the declarations of consent shall be annexed to this covenant.

Article 12 - Termination

1. Each Party may terminate the Regio Deal Saba in writing, with due observance of a notice period of 3 months, if such a change of circumstances has occurred that this Regio Deal should, for the sake of fairness, be terminated in the short term. The notice of termination must state the change in circumstances.
2. If a Party terminates this Region Deal, the Region Deal will remain in force for the other Parties insofar as its content and purport do not preclude this.
3. In the event of termination of the Regio Deal Saba pursuant to termination, none of the Parties shall be liable to any other Party for damages.

Article 13 - Accession of new parties

1. In agreement with all Parties, others may join this Region Deal as new Parties during the term of the Region Deal Saba. An acceding party must accept its obligations under the Regio Deal.
2. The written application for membership with the concrete contribution to the Regio Deal Saba is addressed to VRO. VRO informs the Parties and asks them for their consent.
3. As soon as all Parties have notified VRO in writing that they agree to the application for accession, the acceding Party will receive the status of Party of the Regio Deal Saba and the rights and obligations arising from the deal apply to that Party. 4. The application for membership and the declarations of consent are annexed to the Regio Deal Saba.

Article 14 - Invalidity

If any provision of the Regio Deal is to be considered void, voidable, invalid, illegal or otherwise non-binding, for example due to a conflict with the the Decree on Specific Benefit Region Deals fourth, fifth and sixth tranche for the implementation activities of Regio Deals (as it reads at the time the conflict arises or has been established in an administrative sense at that time), that provision is, to the extent necessary, removed from the Regio Deal and replaced by a provision that is binding and legally valid, and which approximates as closely as possible the content of the invalid provision. The other provisions of the

In such a situation, Regio Deal remain unchanged and remain in full force.

Article 15 - Participation under public law and applicable law

1. The (public-law) cooperation to be provided by the Parties in the context of Regio Deal does not affect the public-law position and powers of the Parties.

2. This Regio Deal is exclusively governed by Dutch law.

Article 16 – Nakoming

The Regio Deal is not legally enforceable. Parties can hold each other accountable for shortcomings in the fulfilment of the Regional Deal in the National-Regional consultations.

Article 17 - Signature in several copies

The Region Deal Saba may be signed by Parties in different copies, which together have the same legal effect as if this Regio Deal had been signed by all Parties in one copy.

Article 18 - Citation title

This Region Deal can be cited as Region Deal Saba.

Article 19 – Entry into force and duration

1. This Region Deal shall enter into force on the day following the signature of all Parties and shall end on 31 December 2028.
2. The parties may, after discussion in the Government-Region consultation, change the duration of the Regional Deal. After this, a request for amendment of the special allowance decision for the implementation activities of Regio Deals must be submitted to VRO by the regional cashier.

Article 20 - Publication

1. This Region Deal, like other Region Deals, will be made public by publication in the Government Gazette, allowing others to take note of the Region Deals.
2. VRO reports on the Region Portfolio, as well as the resulting Region Deals, to the House of Representatives of the States General.