

Public Disclosure Authorized

**The State of Mato Grosso
The Secretary for Family Agriculture of Mato
Grosso (SEAF)**

**MATO GROSSO SUSTAINABLE DEVELOPMENT
OF FAMILY FARMING PROJECT (P175723)**

Negotiated Version
**ENVIRONMENTAL AND SOCIAL
COMMITMENT PLAN (ESCP)**

November 16, 2023

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

1. The State of Mato Grosso (the Borrower) will implement the Mato Grosso Sustainable Development of Family Farming Project (the Project), with the involvement of the Secretariat for Family Agriculture (SEAF), with the assistance of Land Administration Unit of Mato Grosso (INTERMAT), the Mato Grosso State Secretariat for the Environment (SEMA), and the Mato Grosso General Comptroller of Justice (CGJ-MT), under the terms of their respective Cooperation Agreements, and the Fundação Uniselva acting as Procurement Agent, under the terms of the Procurement Agent Agreement, as set out in the Loan Agreement. The International Bank for Reconstruction and Development (the Bank) has agreed to provide financing for the Project, as set out in the referred agreement.
2. The Borrower shall ensure that the Project is carried out in accordance with the Environmental and Social Standards (ESSs) and this Environmental and Social Commitment Plan (ESCP), in a manner acceptable to the Bank. The ESCP is a part of the Loan Agreement. Unless otherwise defined in this ESCP, capitalized terms used in this ESCP have the meanings ascribed to them in the referred agreement.
3. Without limitation to the foregoing, this ESCP sets out material measures and actions that the Borrower shall carry out or cause to be carried out, including, as applicable, the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and grievance management. The ESCP also sets out the environmental and social (E&S) instruments that shall be adopted and implemented under the Project, all of which shall be subject to prior consultation and disclosure, consistent with the ESS, and in form and substance, and in a manner acceptable to the Bank. Once adopted, said E&S instruments may be revised from time to time with prior written agreement by the Bank.
4. As agreed by the Bank and the Borrower, this ESCP will be revised from time to time if necessary, during Project implementation, to reflect adaptive management of Project changes and unforeseen circumstances or in response to Project performance. In such circumstances, the Borrower through SEAF, and the Bank agree to update the ESCP to reflect these changes through an exchange of letters signed between the Bank and the Secretary of SEAF. The Borrower shall promptly disclose the updated ESCP.

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
MONITORING AND REPORTING			
A	<p>REGULAR REPORTING</p> <p>Prepare and submit to the Bank regular monitoring reports on the environmental, social, health and safety (ESHS) performance of the Project, including but not limited to the implementation of the ESCP, status of preparation and implementation of E&S instruments required under the ESCP, stakeholder engagement activities, and functioning of the grievance mechanism(s).</p>	<p>Semiannual Reports throughout Project implementation, commencing after the Effective Date.</p> <p>Submit each report to the Bank no later than 45 days after the end of each reporting period.</p>	SEAF-Project Management Unit (PMU)
B	<p>INCIDENTS AND ACCIDENTS</p> <p>Promptly notify the Bank of any incident or accident related to the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, inter alia, cases of sexual exploitation and abuse (SEA), sexual harassment (SH), and accidents that result in death, serious or multiple injury. Provide sufficient detail regarding the incident or accident, indicating immediate measures taken or that are planned to be taken to address it, and any information provided by partner implementing agencies (as nominated in paragraph 1, above), Eligible POs, Eligible Beneficiaries, any contractor and supervising entity, as appropriate.</p> <p>Subsequently, as per the Bank’s request, prepare a report on the incident or accident and propose any measures to prevent its recurrence.</p>	<p>Notify the Bank within 48 hours after learning of the incident or accident. In case of SEA/SH related incidents, notify the Bank within 24 hours after learning of such incidents.</p> <p>Provide subsequent report to the Bank within a timeframe acceptable to the Bank.</p>	SEAF-PMU
C	<p>CONTRACTORS’ MONTHLY REPORTS</p> <p>Require contractors, service providers and supervising firms to provide monthly monitoring reports on ESHS performance in accordance with the metrics specified in the respective bidding documents and contracts, and submit such reports to the Bank.</p>	<p>Submit these monthly reports to the Bank on a semiannual basis, through the reports required under action A above.</p>	SEAF-PMU
ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS			
1.1	<p>ORGANIZATIONAL STRUCTURE – SEAF-PMU</p> <p>Establish and maintain a PMU with a ESHS management team with qualified staff and resources to support management of ESHS risks, including, inter alia, one responsible coordinator (from SEAF) and three specialists: i) one environmental specialist, ii) one social risk management specialist, and iii) one communication specialist with previous experience working with family farmers and traditional communities.</p>	<p>Assign the ESHS responsible management coordinator in the SEAF-PMU and hire the three specialized specialists no later than 90 days after the Effective Date.</p> <p>Thereafter, maintain these positions throughout Project implementation.</p>	SEAF

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY
<p>1.2 ORGANIZATIONAL STRUCTURE – PARTNER ENTITIES Require INTERMAT, SEMA and CGJ-MT to designate a focal point to supervise – under the coordination of the ESHS management team in the PMU (SEAF) – the ESHS risk management in each of the Project activities in which these entities collaborate.</p>	<p>Assign the focal points in the partner implementing agencies (as nominated in paragraph 1, above) no later than 30 days after the Effective Date, and thereafter maintain these positions throughout Project implementation.</p>	<p>SEMA INTERMAT CGJ-MT</p>
<p>1.3 ENVIRONMENTAL AND SOCIAL MANAGEMENT FRAMEWORK Prepare, adopt, implement and cause the partner implementing agencies (as nominated in paragraph 1, above) to adopt and implement, as relevant, the Environmental and Social Management Framework (ESMF) for the Project, consistent with the relevant ESSs. The ESMF shall include a detailed Exclusion List of activities that are ineligible to receive support under the Project.</p>	<p>Adopt the ESMF (final version) no later than 30 days after the Effective Date, and thereafter implement the ESMF throughout Project implementation.</p>	<p>SEAF-PMU SEMA INTERMAT CGJ-MT</p>
<p>1.4 ENVIRONMENTAL AND SOCIAL SCREENING AND MANAGEMENT MEASURES/PLANS (a) Carry out and cause the partner implementing agencies (as nominated in paragraph 1, above), as the case may be, to carry out the screening and assessment of the E&S risks and impacts of each Project activities in a manner proportionate to the level of risk, as described in the ESMF and consistent with the ESSs. Any proposed Subproject or Project activities that are part of the Exclusion List shall be ineligible to receive support under the Project; (b) Implement and cause the partner implementing agencies (as nominated in paragraph 1, above), Eligible POs, and Eligible Beneficiaries, as the case may be, to implement the E&S risk management measures or plans for each Subproject or other Project Activity pursuant to the screening and assessment carried out under (a) above. This includes the obligation to not carry out any activities that is part of the Exclusion List</p>	<p>Carry out the screening and assessment of risks and develop the risk management measures and plans prior to the approval of each subproject or respective Project activity, and thereafter implement these measures or plans throughout the implementation of each Subproject or respective Project activity.</p>	<p>SEAF-PMU SEMA INTERMAT CGJ-MT</p>
<p>1.5 MANAGEMENT OF CONTRACTORS Incorporate the relevant aspects of the E&S instruments and/or plans, the Exclusion List, and the Labor Management Procedures, into the ESHS specifications of the procurement documents with contractors and terms of reference of consultancies. Thereafter ensure that the contractors and consultants comply with the ESHS specifications of their respective contracts.</p>	<p>Prior to the preparation of procurement documents. Supervise contractors throughout Project implementation.</p>	<p>SEAF/PMU</p>
<p>1.6 TECHNICAL ASSISTANCE Ensure that the consultancies, studies, capacity building, training, and any other technical assistance activities under the Project are carried out in accordance with terms of reference reviewed and found acceptable to the Bank, that incorporate the relevant requirements of the ESSs, the ESMF, the Stakeholder Engagement Plan, and the</p>	<p>Throughout Project implementation.</p>	<p>SEAF-PMU</p>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
	Indigenous Peoples Planning Framework. Thereafter ensure that the outputs of such activities comply with the terms of reference.		
1.7	<p>CONTINGENT EMERGENCY RESPONSE FINANCING</p> <p>(a) Ensure that the CERC Manual includes a description of the ESHS assessment and management arrangements for CERC activities including, if applicable, the CERC-ESMF Addendum for the implementation of Component 4 – Contingent Emergency Response Financing, in accordance with the ESSs.</p> <p>(b) Prepare, consult, adopt, and disclose any environmental and social (E&S) instruments which may be required for activities under Component 4 – Contingent Emergency Response Financing of the Project, in accordance with the CERC Manual and, if applicable, CERC-ESMF Addendum and the ESSs, and thereafter implement the measures and actions required under said E&S instruments, within the timeframes specified in said E&S instruments.</p>	<p>a) The adoption of the CERC-Manual and, if applicable, the CERC-ESMF Addendums, in form and substance acceptable to the Bank is a withdrawal condition under Section III-B, item c, of Schedule 2 of the Loan Agreement for the Project.</p> <p>b) Submit the respective E&S instruments for the Bank’s prior review and approval, and include them as part of bidding processes, and in any case, before the carrying out of the relevant Project activities for which the E&S instruments are required. Implement the E&S instruments in accordance with their terms, throughout Project implementation.</p>	SEAF-PMU
ESS 2: LABOR AND WORKING CONDITIONS			
2.1	<p>LABOR MANAGEMENT PROCEDURES</p> <p>Develop, adopt, implement and cause the partner implementing agencies (as nominated in paragraph 1, above) to adopt and implement the Labor Management Procedures (LMP) for the Project, including, inter alia, provisions on working conditions, management of workers relationships, occupational health and safety (including personal protective equipment, and emergency preparedness and response), code of conduct (including relating to SEA and SH), prevention of all forms of forced labor and child labor, grievance arrangements for Project workers, and applicable requirements for contractors, subcontractors, and supervising firms.</p>	Adopt the LMP no later than 30 days after the Project Effectiveness Date, and thereafter implement the LMP throughout Project implementation.	SEAF-PMU SEMA INTERMAT CGJ-MT Fundação Uniselva
2.2	<p>GRIEVANCE MECHANISM FOR PROJECT WORKERS</p> <p>Establish and operate a grievance mechanism for Project workers, as described in the LMP and consistent with ESS2.</p>	Establish the grievance mechanism prior engaging Project workers, and thereafter maintain and operate it throughout Project implementation.	SEAF-PMU
ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT			

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
3.1	PEST MANAGEMENT PLAN Adopt, implement and cause the partner implementing agencies (as nominated in paragraph 1, above) to adopt and implement the elements of a Pest Management Plan as described in the final ESMF and consistent with ESS3.	Same timeframe than action 1.3.	SEAF-PMU SEMA INTERMAT CGJ-MT
3.2	WASTE MANAGEMENT Adopt, implement and cause the partner implementing agencies (as nominated in paragraph 1, above) to adopt and implement the elements of a Waste Management Plan as described in the final ESMF and consistent with ESS3.	Same timeframe than action 1.3.	SEAF-PMU SEMA INTERMAT CGJ-MT
3.3	RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT Incorporate resource efficiency and pollution prevention and management measures in the bidding documents as described in the final ESMF and consistent with ESS3.	Same timeframe than action 1.3.	SEAF-PMU SEMA INTERMAT CGJ-MT
ESS 4: COMMUNITY HEALTH AND SAFETY			
4.1	COMMUNITY HEALTH AND SAFETY Develop, adopt, implement and cause the partner implementing agencies (as nominated in paragraph 1, above) to adopt and implement the worker's Code of Conduct as described in the LMP in all contracts with Eligible Commercial Family Farming Pos, Eligible Emerging Family Farming PO, and relationships with Eligible Beneficiaries (Family farmers and Indigenous Peoples and Traditional Communities).	Same timeframe than action 2.1.	SEAF-PMU SEMA INTERMAT CGJ-MT
ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT			
5.1	VOLUNTARY LAND DONATIONS Voluntary land donations shall only be acceptable only if: a) the potential donor or donors have been appropriately informed and consulted about the Project and the choices available to them; (b) potential donors are aware that refusal is an option, and have confirmed in writing their willingness to proceed with the donation; (c) the amount of land being donated is minor and will not reduce the donor's remaining land area below that required to maintain the donor's livelihood at current levels; (d) no household relocation is involved; (e) the donor is expected to benefit directly from the Project; and (f) for community or collective land, donation can only occur with the consent of individuals using or occupying the land voluntary basis; all as set out in the ESMF, in accordance with the requirements of ESS5, and subject to the prior approval of the Bank.	Same timeframe than action 1.3.	SEAF-PMU
ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES			
6.1	BIODIVERSITY RISKS AND IMPACTS	No later than 30 days after the Effective Date and throughout Project implementation.	SEAF-PMU SEMA INTERMAT CGJ-MT

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
	As part of the ESMF, assess the potential direct and indirect risks and impacts of the Project on habitats and biodiversity, particularly the risks of expansion of production areas and the use of chemical products harmful to pollinators and other biodiversity elements, and adopt measures to minimize these risks and impacts on habitats and biodiversity, as set out in the ESMF.		
ESS 7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES			
7.1	<p>INDIGENOUS PEOPLES PLANNING FRAMEWORK</p> <p>Develop, adopt, implement and cause the partner implementing agencies (as nominated in paragraph 1, above) to adopt and implement the Indigenous Peoples Planning Framework (IPPF), consistent with ESS 7.</p>	<p>(a) Adopt and implement the IPPF no later than 30 days after the Effective Date, and thereafter implement the IPPF throughout Project implementation.</p> <p>(b) Adopt any required IPP prior to the carrying out any activity that requires the preparation of such IPP, as set out in the IPPF. Once adopted, implement the respective IPP throughout Project implementation.</p>	SEAF-PMU SEMA
ESS 8: CULTURAL HERITAGE			
8.1	<p>CULTURAL HERITAGE RISKS AND IMPACTS</p> <p>As set out in the ESMF and consistent with both the country’s legislation and ESS8, develop, adopt, implement and cause the partner implementing agencies (as nominated in paragraph 1, above) to adopt and implement:</p> <p>(a) the principles, rules, guidelines and procedures to identify – through prior research and consultation with Eligible Beneficiaries – natural areas with cultural heritage significance that might be located within the areas of intervention, the people who value such features and the people with authority to represent and negotiate regarding the location, protection and use of the cultural heritage; and</p> <p>(b) the principles, rules, guidelines and procedures to be followed by the implementing agencies, contractors and subcontractors if previously unknown cultural heritage is encountered during Project activities.</p>	Same timeframe than action 1.3.	SEAF-PMU SEMA INTERMAT CGJ-MT
ESS 9: FINANCIAL INTERMEDIARIES			
Not relevant for the Project.			
ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE			

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
10.1	<p>STAKEHOLDER ENGAGEMENT PLAN PREPARATION AND IMPLEMENTATION</p> <p>Adopt, implement and cause the partner implementing agencies (as nominated in paragraph 1, above) to adopt and implement the Stakeholder Engagement Plan prepared for the Project, consistent with ESS 10, which shall include, <i>inter alia</i>, measures to provide stakeholders with timely, relevant, understandable and accessible information on the Project, and to consult with them in culturally appropriate manners, which is free of manipulation, interference, coercion, discrimination and intimidation.</p>	Adopt and implement the SEP no later than 30 days after the Effective Date, and thereafter implement the SEP throughout Project implementation	SEAF-PMU SEMA INTERMAT CGJ-MT
10.2	<p>PROJECT GRIEVANCE MECHANISM</p> <p>Adopt, publicize, maintain, and operate the General State Ombudsman Office (including the Sectoral Ombudsman Offices at SEAF, SEMA and INTERMAT) as the Project’s grievance mechanism, to receive and facilitate resolution of concerns and grievances in relation to the Project, promptly and effectively, in a transparent manner that is culturally appropriate and readily accessible to all Project-affected parties, at no cost and without retribution, including concerns and grievances filed anonymously, as described in the SEP and consistent with ESS10.</p> <p>The grievance mechanism shall be equipped to receive, register, and facilitate the resolution of SEA/SH complaints, including through the referral of survivors to relevant gender-based violence service providers, all in a safe, confidential, and survivor-centered manner.</p>	Adopt the grievance mechanism no later than 30 days after the Effective Date, and thereafter maintain and operated the grievance mechanism throughout Project implementation. Semi-annual reports shall be sent to the Bank to provide details on the functioning of the grievance mechanism as part of the Reports required under action A above.	SEAF-PMU SEMA INTERMAT CGJ-MT
CAPACITY SUPPORT			
CS1	Provide training on the Bank’s Environmental and Social Standards and Project’s E&S instruments for the ESHS Management Team in SEAF-PMU, the focal points in the partner implementing agencies (as nominated in paragraph 1, above) and all Project workers providing technical guidance for the elaboration of CSA Family Business Plans.	First session carried out no later than 120 days after the Effective Date, and thereafter in an annual basis (or extraordinarily, as needed) throughout Project implementation.	SEAF-PMU SEMA INTERMAT CGJ-MT