

# Republic of Togo

Ministry of Agriculture, Livestock and Rural Development

## Additional Financing to West Africa Food Systems Resilience Program, Phase 1 (GAFSP) (P181139)

Phase 1 Under the Multi-Phase Programmatic Approach

### Draft for Appraisal ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN (ESCP)

July 11, 2023

## ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

1. *The Republic of Togo* (hereinafter the *Recipient*) is implementing its respective part of the West Africa Food System Resilience Project (FSRP) (the *Project*) as specified in the Financing Agreement (FA), with the involvement of the following Ministries: Ministry of Agriculture, Livestock and Rural Development (MAEDR); Ministry of Economy and Finance (MEF); Ministry of Environment and Forest Resources; Ministry of Maritime Economy, Fisheries and Coastal Protection; Ministry of Health, Public Hygiene and Universal Access to Health Care; Ministry of Trade, Industry and Local Consumption; Ministry of Water and Village Hydraulics; Ministry of Social Action, Promotion of Women and Literacy; Ministry of Security and Civil Protection; Ministry of Grassroots Development, Youth and Youth Employment; Ministry of Territorial Administration, Decentralization and Development of Territories; Ministry of Culture and Tourism; Ministry of Digital Economy and Digital Transformation; Ministry of Public Service, Labor and Social Dialogue, Keeper of the Seals; Ministry of Justice and Legislation; Ministry of Road, Rail and Air Transport; Ministry of Urban Planning, Housing and Land Reform; and Ministry of Higher Education and Research and Ministry of Rural Development. The *International Development Association* (hereinafter the *Association*) has agreed to provide additional financing for the Project. This ESCP supersedes previous versions of the ESCP for the Project and shall apply both to the original and the additional financing for Project referred to above.
2. The Recipient 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 Association. The ESCP is a part of the Financing Agreement. Unless otherwise defined in this ESCP, capitalized terms used in this ESCP have the meanings ascribed to them in the referred agreements.
3. Without limitation to the foregoing, this ESCP sets out material measures and actions that the Recipient 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 Association. Once adopted, said E&S instruments may be revised from time to time with prior written agreement by the Association.
4. As agreed by the Association and the Recipient, 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 Recipient through the Ministry of Agriculture, Livestock and Rural Development and the Association agree to update the ESCP to reflect these changes through an exchange of letters signed between the Association and the Minister of Agriculture, Livestock and Rural Development. The Recipient shall promptly disclose the updated ESCP.

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/ AUTHORITY
<b>MONITORING AND REPORTING</b>			
A	<p><b>REGULAR REPORTING</b></p> <p>The Recipient shall prepare and submit to the Association, through the Project Implementation Unit (PIU), quarterly environmental and social monitoring reports indicating the state of compliance with the measures agreed upon in the ESCP, particularly with regard to the preparation and application of environmental and social measures and tools, stakeholder engagement activities and the functioning of the grievance mechanisms including those related to sexual exploitation and abuse/sexual harassment (SEA/SH), Violence Against Children (VAC), security risk management and implementation of security risk measures, etc. Environmental and social monitoring reports indicating the status of compliance with the measures presented in the ESCP, in particular, but also in the documents prepared with the environmental and social risk and impact management instruments, including the Environmental and Social Management Framework (ESMF), which includes an SEA/SH Mitigation and Response Action Plan, Resettlement Policy Framework (RPF), Pest Management Plan, Labour Management Procedures (LMP), Stakeholder Engagement Plan (SEP), Codes of Conduct, and action plan for the implementation of the environmental, social, health and safety (ESHS) and Occupational Health and Safety (OHS). Periodic reports shall include an analysis on the management of complaints, including those related to cases of SEA/SH and security risk incidents. The Recipient must also submit to the Association's request, all monthly monitoring reports submitted by the companies involved in the various Project sites (companies, suppliers, service providers and contractors).</p>	<p>Quarterly monitoring reports on the status of the implementation of the ESCP measures and safeguards shall be prepared and submitted to the Association throughout the Project life cycle, no later than the 5th day of the month following the quarter in question with the first report starting one (01) month after Effective Date. A compilation of these reports shall be provided on an annual basis. These quarterly and annual reports shall be produced throughout the implementation of the Project, in coordination with the Project Progress and Results Report.</p>	<p>PIU</p>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/ AUTHORITY
B	<p><b>INCIDENTS AND ACCIDENTS</b></p> <p>The Recipient shall immediately notify the Association of any incident or accident directly or indirectly related to the implementation of the Project. Such incidents or accidents may include pollution of soil, waterways and bodies of water, pesticide poisoning, incidents or accidents on program sites, cohabitation conflicts related to land pressure, labour influx, cases of gender-based discrimination such as exclusion of vulnerable groups (women, youth, people with disabilities, illiterate ethnic/linguistic groups), cases of SEA/HS complaint management. The Recipient shall provide sufficient details of the incident or accident, indicating the measures taken without delay and include the information made available by any supplier or service provider and by the supervising entity, if applicable. Provide sufficient details of the incident or accident, indicating the actions taken without delay to address it and including information made available by any suppliers or providers and the supervising entity, if applicable. For SEA/SH complaints, no identifiable information about the identity of the complainant shall be included in said notification.</p> <p>A standard incident/accident notification form shall be sent by the Recipient to all subcontractors and suppliers. This form shall not apply to incidents of SEA/SH in which case any notification of an incident of SEA/SH shall follow the information sharing protocol to respect the safety and confidentiality of the survivor (information shall include date of receipt of the incident; date of the incident; type of SEA/SH reported; age/sex of the survivor; whether the incident is related to the Project and if the survivor was referred to services).</p> <p>At the request of the Association, a report shall be prepared by the Recipient on the incident and/or accident, including proposed measures and actions to prevent such incidents/accidents in the future. A sample incident/accident notification form shall be provided to all subcontractors and service providers.</p>	<p>The Association must be informed in writing immediately and no later than 48 hours after incidents/ accidents for serious accidents, and no later than 24 hours for very serious accidents, including incidents of GBV or death.</p> <p>An incident/accident report shall be prepared within a maximum of 7 days and submitted to the Association. This notification system shall be in effect throughout the Project.</p>	<p>PIU</p> <p>Subcontractors and service providers</p>
C	<p><b>CONTRACTORS MONTHLY REPORTS</b></p> <p>As part of works contracts awarded based on the Association's standard procurement files, contractors and service providers are required to provide monthly monitoring reports on ESHS to the PIU. The Recipient shall submit, upon request, the monthly monitoring reports to the Association.</p>	<p>Monthly throughout the life cycle of the project</p>	<p>PIU</p> <p>Contractors and service providers</p>
<p><b>ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS</b></p>			

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/ AUTHORITY
1.1	<p><b>ORGANIZATIONAL STRUCTURE</b></p> <p>The Recipient shall implement the Project with qualified environmental and social and GBV specialists. The qualifications and experience of these three positions shall require the Association's approval. In addition, the PIU shall prepare and implement a staff capacity building program based on a training needs assessment. If needed, the PIU can recruit additional E&amp;S experts as needed.</p>	<p><i>The positions of the current environmental specialist, social specialist and GBV specialist should be maintained throughout the life of the project.</i></p>	<p>PIU</p>

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY/ AUTHORITY
<p>1.2 <b>ENVIRONMENTAL AND SOCIAL INSTRUMENTS</b></p> <p>The Recipient shall prepare, disclose, and subsequently implement the following risk assessment and management tools and instruments in accordance with World Bank's Environmental and Social Framework (ESF):</p> <ul style="list-style-type: none"> <li>- Environmental and Social Management Framework (ESMF) with SEA/SH Action Plan</li> <li>- Resettlement Policy Framework (RPF)</li> <li>- Stakeholder Mobilization Plan (SEP)</li> <li>- Labor Management Procedures (LMP)</li> <li>- Environmental and Social Impact Assessments (ESIA) with security risk assessment and updated SEA/SH Mitigation and Response Action Plan with updated SEA/SH-Grievance Mechanism channel</li> <li>- Resettlement Action Plans (RAPs)</li> <li>- Pest Management Plan (PMP)</li> </ul> <p>The Recipient shall review any proposed subproject in accordance with the ESMF, and thereafter prepare, disclose, consult, adopt, and implement the required ESIA/ESMP/RAP for the subproject in a manner acceptable to the Association. The ESIA/ESMP shall include an appendix with detailed procedures for handling SEA/SH complaints in a confidential, ethical, non-discriminatory, and survivor-centered manner.</p> <p>The government shall also develop a Project Implementation Manual with an ESF section which shall detail:</p> <ul style="list-style-type: none"> <li>- The role of the procurement specialist in drafting Terms of Reference (ToR), Bidding Documents and contracts</li> <li>- The role of environmental and social safeguards specialists to be included in the ToR, tender documents and contracts</li> <li>- The role of the GBV specialist in drafting the SEA/SH mitigation sections to be included in the ToRs and tender documents, and works contracts</li> </ul>	<p><i>ESMF, SEP, LMP, PMP and RPF have been disclosed in July 2021 for the parent project and they will be used for this Additional Financing.</i></p> <p><i>The ESIA/ESMP, RAP, SEA/SH Action Plan, GM and SEA/SH-GM channel, security risk assessments for the project shall be updated as necessary, according to the results of the environmental and social screening process and submitted to the Association for approval before launching the tendering process for the respective project activities. Once approved, the environmental and social plans shall be made public in the country and implemented throughout the implementation of the subproject.</i></p>	<p>PIU</p>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/ AUTHORITY
1.3	<p><b>MANAGEMENT OF CONTRACTORS</b></p> <p>The Recipient shall require the development and implementation of the following procedures for contractors and subcontractors:</p> <ul style="list-style-type: none"> <li>• Contractor’s ESMP (C-ESMP)</li> <li>• Environmental and social clauses to be included in ToR and Tender Documents for works contracts and supervision contracts (codes of conduct, coordination, reporting and monitoring, complaint review mechanisms, COVID-19 mitigation procedures)</li> <li>• Social commitments on prevention of child labor and SEA/SH, and other GBV risks that shall be identified and addressed in social safeguard instruments</li> <li>• Quality of services</li> <li>• Time limit</li> </ul> <p>The Recipient shall ensure that all contracts and subcontracts require suppliers/contractors and subcontractors to comply with the management tools and instruments referred to above in Section 1.3.</p>	<p>Prior to start of works</p> <p>Prior to the preparation of procurement documents.</p> <p>Supervise contractors throughout Project implementation.</p>	PIU
1.4	<p><b>TECHNICAL ASSISTANCE</b></p> <p>The recipient shall ensure that consultancies, studies (including feasibility studies), capacity building, training and any other technical assistance activities under the Project are carried out in accordance with the term of reference acceptable to the Association which are consistent with the ESSs. Thereafter, the recipient shall ensure that the outputs of such activities comply with the terms of reference.</p>	Throughout Project implementation	PIU

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY/ AUTHORITY
<p>1.5 <b>CONTINGENT [EMERGENCY] [EARLY] RESPONSE FINANCING</b></p> <p>In the event of an emergency requiring the activation of the Project's Contingent Emergency Response Component (CERC) (Component 4), the Recipient shall ensure the compliance with the relevant ESS. The Recipient shall develop the necessary instruments and safeguards well in advance of the actual implementation of the CERC's activities.</p> <p>In particular, the Recipient shall prepare an addendum to the ESMF to cover the CERC activities, at the time of the preparation of the CERC Manual. The addendum shall be submitted to the Association's approval.</p> <p>All the instruments prepared shall be submitted to the approval of the Association; and publicly disclosed both in the territory of the Recipient and on the website of the Association before the start of the physical activities.</p> <p>An Emergency Response Manual (ERM) shall be developed for the country with fiduciary provisions, safeguards, monitoring and reporting, and any other necessary coordination and implementation arrangements as a condition for disbursement.</p> <p>An ESMF and other instruments, as appropriate, shall be developed to cover all CERC investments/activities prior to the implementation of these investments/activities.</p> <p>The content of the CERC section of the ESMF Project shall include:</p> <ul style="list-style-type: none"> <li>- Description of potential emergencies and types of activities that could be funded;</li> <li>- Potential risks and general mitigation measures associated with potential activities;</li> <li>- Identification of locations and/or vulnerable groups, and stakeholder consultation;</li> <li>- Environmental and social assessment (screening) and environmental and social requirements (studies, plans, etc.) to comply with Bank requirements and national legislation;</li> <li>- Environmental code(s) of practice for the positive list of goods;</li> <li>- Assessment to guide emergency response (e.g., what existing social conflicts might be exacerbated by an emergency); and</li> <li>- Institutional arrangements for due diligence and environmental and social monitoring.</li> </ul> <p>The Association shall provide emergency response manual templates in the form of an Operations Manual, emergency action plan and other templates as needed.</p>	<p>Before the actual start of the CERC activities and during the preparation of the CERC Manual.</p> <p>The request for the activation of the CERC must be initiated by the Recipient only after having received the No Objection (NO) from the Association.</p>	<p>PIU</p>



MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/ AUTHORITY
<b>ESS 2: LABOR AND WORKING CONDITIONS</b>			
2.1	<p><b>LABOR MANAGEMENT PROCEDURES</b></p> <p>Develop, validate and disclose labor management procedures (LMP) in accordance with national law and ESS2, with consideration for nondiscrimination and equality opportunity. Relevant clauses to be included in the contracts of suppliers/service providers and subcontractors include the prohibition of child and forced labor and guarantee the right to form a union and provide penalties for violations and a plan for regular training of the workforce on these issues. Project workers shall be required to sign codes of conduct which shall prohibit SEA/SH.</p>	<p>The LMP of the parent project has been disclosed in July, 2021 and shall be updated as needed for this Additional Financing.</p> <p>To be implemented at the start of project implementation and throughout Project life cycle.</p>	PIU Contractors
2.2	<p><b>GRIEVANCE MECHANISM FOR PROGRAM WORKERS</b></p> <p>As part of the LMP, establish, operate, and maintain a GM for Project Workers to respond quickly to concerns and employment-related issues through a transparent, easily accessible, inclusive, and participatory process that is easy to understand, and which provides for feedback to the parties concerned in a language which they understand. The GM shall be reflected in the Contractor Environmental and Social Management Plan (C-ESMP), and with entry points for managing SEAH incidents, detailing the procedures, entry points, GBV service referrals and accountability mechanisms for complainants</p>	<p>The grievance mechanism shall be maintained operational prior to the recruitment of workers and throughout the AF implementation.</p>	PIU Contractors
<b>ESS 3: RESSOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT</b>			
3.1	<p><b>WASTE MANAGEMENT PLAN:</b></p> <p>Pprepare, adopt, and implement an E-Waste Management Plan. It shall include measures to avoid the production of dangerous and non-dangerous waste. When this is unavoidable, shall implement the relevant measures of the E-Waste Management Plan.</p> <p>Also:</p> <ul style="list-style-type: none"> <li>ensure suppliers and service providers of the Project develop and implement a Waste and Hazardous Materials Management Plan before the works</li> <li>ensure the strict application of these plans through regular monitoring and supervision.</li> </ul> <p>Implement waste management measures specified in the ESMP and any other waste management plan prepared as part of the site specific ESMPs</p>	<p>Same timeline as the preparation and implementation of the environmental and social management tools (section 1.2) and shall continue throughout the implementation of the entire Project.</p>	PIU

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/ AUTHORITY
3.2	<p><b>RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT:</b> Ensure that (i) site specific ESMPs shall explore technically and financially feasible measures to improve efficient consumption of water and building materials and (ii) the prescriptions and the technical measures are covered by the Contractor ESMPs.</p> <p>Resource efficiency and pollution prevention and management measures shall be covered under the ESMF to be prepared under action 3.1 above. Measures for resource efficiency and pollution prevention and management are addressed in the ESMPs and SMPs provided for in section 1.2.</p> <p>The Pest Management Plan is based on Integrated Pest Management (IPM) and/or Integrated Vector Management (IVM) approaches and proposes combined or multiple strategies.</p> <p>Suppliers and providers shall comply with pollution management standards and measures. Payment of invoices submitted shall be subject to compliance with both technical, environmental, and social recommendations</p>	Same timeline as the preparation and implementation of the environmental and social management tools (section 1.2) and shall continue throughout the implementation of the entire Project	PIU  Contractors
<b>ESS 4: COMMUNITY HEALTH AND SAFETY</b>			
4.1	<p><b>TRAFFIC AND ROAD SAFETY:</b> Ensure that suppliers/providers develop and implement measures and actions to assess and manage traffic and road safety risks. Measures shall be detailed in the ESMPs.</p>	Prior to the start of construction. These measures and actions are maintained throughout the implementation of the Project.	PIU

4.2	<p><b>COMMUNITY HEALTH AND SAFETY:</b>  Ensure that the suppliers/providers develop and implement measures and actions to evaluate and manage the specific risks and impacts on the populations resulting from the Project activities and include these measures in the ESMPs and the SEA/SH Action Plan. These actions and measures shall pay particular attention to SEA/SH issues and to the dissemination of information regarding mitigation measures contained in the SEA/SH Action Plan. It shall also include health and safety measures to address mitigation measures related to communicable diseases resulting from the influx of labor, including protocols for mitigating the transmission of COVID-19.</p> <p>These measures shall consider vulnerable people and groups living in the Project area. This shall be reflected in the future ESF instruments to be prepared.</p> <p>The use of security personnel is not envisaged in the project, but should this aspect change the Recipient shall implement necessary risk mitigation measures before deploying security personnel under the Project (training, codes of conduct, assessments/plans, SEA/SH measures) in line with the ESSs to minimize risks for beneficiaries. In such a case, the ESCP shall be amended and redisclosed to reflect requirements and responsibilities related to the use of security personnel under the project.</p>	<i>Before the starting of works and during the lifecycle of the Project.</i>	PIU Contractors
4.2.1	<p><b>CONFLICTS AND SECURITY SITUATION</b>  Undertake a security risk assessment (SRA) in the ESIA that shall systematically identify potential security risks to Project workers, sites, assets, and activities as well as to communities affected by the sub-Projects.</p> <p>Should there be a high security risk, the Recipient shall develop a Security Management Plan (SMP) that should cover their equipment and responsibilities, as well as security risks related to the behavior and impacts of security personnel on the communities.</p>	Prior to the start of activities during the preparation of the ESIA and maintained throughout the program implementation lifecycle	PIU

<p>4.3</p>	<p><b>SEA AND SH RISKS:</b></p> <p>Mitigation measures include a number of SEA/SH prevention and response measures to raise awareness, prevent and mitigate the risks of GBV, including, but not limited to, the development of a code of conduct for workers and the organization of training to raise awareness of SEA/SH risks among Project stakeholders, and a Grievance Mechanism (GM) that is sensitive to SEA/SH complaints with an accountability framework and a response protocol that includes referrals to GBV services. Consultations with women shall take place regularly during the life of the project to ensure that the mechanism designed to handle complaints related to SEA/SH is accessible and that the services provided are adapted to the needs of survivors.</p> <p>Ensure that all tendering documents, works contracts or service contracts under the Project shall adopt a code of conduct that shall be signed by all workers. This Code of Conduct shall apply to contracts or services other than consulting services, ordered or performed under such contracts, shall cover in particular gender-based violence, violence against children and sexual exploitation and abuse, and shall include an action plan for their effective implementation, and shall include training for this purpose.</p>	<p>During the entire period of the Project</p>	<p>PIU</p>
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<p>4.5</p>	<p><b>SECURITY MANAGEMENT</b></p> <p>If security personnel will be used in the implementation of Project activities, no financing provided by the Association shall be used for security-related expenditures. The following measures shall be carried out by the Recipient to ensure that the engagement of security forces is done in accordance with the ESS:</p> <ol style="list-style-type: none"> <li>a. Assess the risks and impacts of hiring security personnel, as part of the assessment referred to in Actions 1.2 and 1.3 above, including screening for and exclude any individuals or groups who have been found guilty of past abuses or excessive use of force, and implement measures to manage these risks and impacts, taking into account the principles of proportionality and Good International Industry Practices (GIIP), and applicable law, with respect to the recruitment, rules of conduct, training, equipment and monitoring of such security personnel;</li> <li>b. Adopt and implement standards, protocols, and codes of practice conduct for the selection and use of security personnel, and review such personnel for past law-breaking and abusive behavior, including SEA/SH and or disproportionate use of force;</li> <li>c. Ensure that the PIU signs a memorandum of understanding with the parent ministry of the military or security forces and the relevant security or military unit, setting out the mechanisms for the engagement of security personnel under the Project, including compliance with the relevant requirements of this ESCP;</li> <li>d. Ensure that security personnel have received adequate instruction and training, prior to deployment and on a regular basis, on the use of force and appropriate conduct (including civilian/security force relations, SEA/SH, and other relevant areas), in accordance with the Environmental and Social Management Framework;</li> <li>e. Ensure that stakeholder engagement activities under the Stakeholder Engagement Plan (SEP) include a communication strategy on the involvement of security staff in the Project;</li> <li>f. Ensure that all concerns or complaints regarding the conduct of security personnel are received, tracked, documented (considering the need to protect confidentiality), resolved through the complaint management mechanism of the Project and brought to the attention of the Association no later than 14 days after their receipt;</li> <li>g. When required by the Association, after consultation with the Recipient (i) promptly designate a third-party monitoring consultant, with terms of reference, qualifications, and experience satisfactory to the Association, to visit and monitor the Project area where security personnel are deployed, collect relevant data, and communicate with Project stakeholders and beneficiaries; (ii) require the third-party monitoring consultant to prepare and submit monitoring reports, which shall be promptly made available to and discussed with the Association; and (iii) promptly take any action, if requested by the Association after reviewing the third-party monitoring consultant's reports.</li> </ol>	<p>The assessment shall be completed within the same timeframe as Actions 1.2 above and all required measures shall be adopted prior to the deployment of security personnel to the Project and subsequently implemented throughout the implementation of the Project or a separate Security Management Plan shall be prepared and adopted prior to the deployment of security personnel to the Project and subsequently implemented throughout the implementation of the Project.</p> <p>(a), (c) and (d) prior to deploying security personnel on the Project and thereafter throughout the implementation of the Project.</p> <p>(e) and (f) as set forth in Actions 10.1 and 10.2 respectively.</p> <p>(g) within the time limits requested by the Association.</p>	<p>PIU and the relevant ministry of the military or security forces and the relevant security or military unit</p>
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<b>ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT</b>			
5.1	<p><b>RESETTLEMENT POLICY FRAMEWORKS</b></p> <p>Prepare a resettlement policy framework (RPF) to guide the preparation of site-specific Resettlement Action Plans (RAPs), in line with the requirements of ESS5 and national legislation.</p> <p>Prepare and implement, in a participatory manner, any site-specific RAPs, consistent with ESS5 and national law.</p> <p>All RAPs shall be submitted to the Association's approval and disseminated nationally and on the Association's website.</p>	<p>The final version of the RPF has been disclosed in July 2021 for the parent project and it will apply to this Additional Financing.</p> <p>RAPs shall be prepared and implemented before starting work under the Project.</p>	Project Implementation Unit
<b>ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES</b>			
6.1	<p><b>BIODIVERSITY RISKS AND IMPACTS:</b></p> <p>Implement biodiversity management measures, in application of the ESMF directives and site-specific E&amp;S studies. The specific E&amp;S studies shall be submitted to the Association for approval before launching contractor bidding documents.</p>	Application of measures throughout the implementation of the sub-project	Project Implementation Unit
<b>ESS 7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES</b>			
Not relevant			
<b>ESS 8: CULTURAL HERITAGE</b>			
8.1	<p><b>CHANCE FINDS:</b></p> <p>The recipient shall avoid harming or damaging known cultural heritage. Develop and implement a procedure for incidental discoveries of cultural heritage during Project implementation in the ESMF/ESMP; and include this procedure as a clause in all contracts related to the work, even in cases where the probability is very low, in accordance with national legislation. The ESMF shall propose a procedure for the incidental discovery of cultural heritage, in accordance with national legislation and the practices of the ministry responsible for culture.</p> <p>Ensure that site-specific ESIA's include an assessment of the cultural heritage in the Project area. The mitigation hierarchy shall be applied to ensure, in consultation with stakeholders such as the national cultural heritage institution, that no cultural heritage is adversely affected by the Project activities. In the event that impacts are unavoidable, a cultural heritage management plan shall be prepared and consulted with stakeholders.</p>	<p>At the time of preparation of sub-Projects and before the start of the work.</p> <p>Prior to any site disturbance and ongoing until Project closure</p>	PIU
<b>ESS 9: FINANCIAL INTERMEDIARIES</b>			
Not relevant			

<b>ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE</b>			
10.1	<p><b>STAKEHOLDER ENGAGEMENT PLAN PREPARATION AND IMPLEMENTATION</b></p> <p>Prepare, adopt, and implement a Stakeholder Engagement Plan (SEP).</p>	<p><i>The SEP has been disclosed in July 2021. It shall be implemented throughout the Project. It shall be updated 30 days after the Effective Date as ESIsAs/feasibility studies are prepared.</i></p>	PIU
10.2	<p><b>PROJECT GRIEVANCE MECHANISM</b></p> <p>Prepare, establish, implement, and maintain the GM, as described in the SEP. The GM shall include a special channel for handling complaints related to issues of sexual exploitation and abuse, sexual harassment, and violence against children.</p> <p>This Grievance Mechanism shall be supported by a communication plan to ensure that the affected communities concerned by the project are aware of the existence of this mechanism and know the procedures for submitting and processing complaints as well as other remedies.</p>	<p><i>Is effective and will be maintained throughout the implementation of the Project.</i></p>	Project Implementation Unit
10.3	<p><b>EMERGENCY RESPONSE COMPONENT OF THE PROGRAM CONTINGENT (CERC)</b></p> <p>The SEP should be updated to include the activities of the CERC.</p>	<p>The same deadline as section 10.1</p>	PIU
<b>CAPACITY SUPPORT (TRAINING)</b>			

CS1	<p>Training on the following topics is planned:</p> <ul style="list-style-type: none"> <li>- Stakeholder identification and engagement;</li> <li>- Specific aspects of environmental and social assessment</li> <li>- Emergency Preparedness and Response</li> <li>- Population health and safety</li> <li>- Assessing the impacts of vulnerable groups: Assess the impacts of vulnerable groups, particularly the traditional livelihoods of groups such as pastoralists and ago-pastoralists (and the women who practice these livelihoods). Understand the impacts on culture, livelihoods, and strengthen the inclusion of traditional knowledge and decision-making in landscape management</li> <li>- Organize training sessions for Project workers to increase awareness of the risks and mitigate the effects of the Project on OHS for workers and the effects on local populations and infrastructure users</li> <li>- Effective monitoring and supervision practices</li> </ul> <p>Training for PIU staff involved in the Project, stakeholders, and beneficiaries on:</p> <ul style="list-style-type: none"> <li>- Specific aspects of the Environmental and Social Assessment and its consideration in the implementation of Project activities</li> <li>- Health and safety aspects of the work sites and the population,</li> <li>- Management of pesticides and packaging</li> <li>- Traffic safety (road safety)</li> <li>- Stakeholder briefings/awareness and training on the complaint's management mechanism, including SEA/SH complaints including typology of complaints, registration and handling procedures, complaint resolution procedures, documentation of complaints; and the use of the procedure by the various stakeholders</li> <li>- Training sessions on environmental and social risk and impact assessment and management, including SEA/SH and the Project's EAS/HS action plan</li> <li>- Information/awareness sessions and training on SEA/SH prevention and the operation of the SEA/SH Action Plan</li> <li>- The code of conduct,</li> <li>- Emergency preparedness and response</li> <li>- Other (to be determined according to needs)</li> </ul>	Throughout project implementation	PIU
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