



Hashemite Kingdom of Jordan

Ministry of Education
(MOE)

Modernizing Education, Skills, and Administrative Reforms
“MASAR”

(P503369)

Appraisal Version

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN (ESCP)

May 5, 2024

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

1. The Hashemite Kingdom of Jordan (the Borrower) will implement the Modernizing Education, Skills, and Administrative Reforms “MASAR” Program (the Operation), with the involvement of the Ministry of Education (MoE), the Vocational Training Corporation (VTC), the Technical, Vocational, Skills Development Corporation (TVSDC), the Ministry of Planning and International Cooperation (MOPIC), and several other Ministries/agencies/entities, as set out in the Loan Agreement. The International Bank for Reconstruction and Development (the Bank) has agreed to provide financing for the Operation, of which the Borrower will implement, inter alia, the Investment Project Financing (IPF) portion as set out in the referred agreements (the “Project”).
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(s).
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 Recipient and the Bank agree to update the ESCP to reflect these changes through an exchange of letters signed between the Bank and the Borrower (Ministry of Planning and International Cooperation- MOPIC). 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 World Bank/ monitoring reports on the environmental, social, health and safety (ESHS) performance of the Project, including but not limited to the implementation of the ESCP, the status of preparation and implementation of E&S instruments required under the ESCP, stakeholder engagement activities, and functioning of the grievance mechanism.</p>	<p>Submit semi-annual reports to the Bank throughout Project implementation, commencing after the Effective Date.</p> <p>Submit each report to the Bank as part of the technical progress report no later than 30 days after the end of each reporting period.</p>	<p>MOE TVSDC VTC</p>
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), gender-based violence (GBV), and accidents that result in death, serious or multiple injury. Provide sufficient detail regarding the scope, severity, and possible causes of the incident or accident, indicating immediate measures taken or that are planned to be taken to address it, and any information provided by any contractor and/or supervising firm, as appropriate.</p> <p>Subsequently, at the Bank’s request, prepare a report on the incident or accident and propose any measures to address it and prevent its recurrence.</p> <p>MU shall obligate all the contractors, supervision firms, suppliers, service providers, etc. to submit to PMU an incident report, including root cause analysis, precautions and compensation measures taken.</p> <p>PMU shall review and forward the incident report to the Bank within 10 business days of the incident. 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 no later than 48 hours after learning of the incident or accident.</p> <p>Provide subsequent report to the Bank, including a Root Cause Analysis report within 10 business days of the initial notification to the Bank, as requested.</p> <p>File a closure report within 30 days or an agreed timeframe, as per the Bank’s request.</p> <p>Notification/reporting requirements shall be maintained throughout the Project implementation.</p>	<p>MOE TVSDC VTC</p>
ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS			

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY
<p>1.1 ORGANIZATIONAL STRUCTURE</p> <p>Assign within the Development Coordination Unit (DCU) qualified staff and resources to support management of ESHS risks and impacts of the Project, including one part-time Environmental and Social Specialist (who could be upgraded to full time based on project’s needs) to assist with the E&S due diligence activities, as needed, in accordance with the ESF requirements. Interim arrangements should be put in place.</p> <p>The E&S Specialist will assume overall responsibility for coordinating the management of the environmental and social aspects of the project activities, covering the IPF Component as well as the PforR and the requirements in the ESSA.</p> <p>Assign qualified staff from VTC and TVSDC as E&S Focal Points to coordinate and collaborate with the main E&S Specialist on the management of the environmental and social aspects of the project activities to be implemented by both entities.</p>	<p>- MOE to recruit an E&S Specialist as part of the DCU three months after the Effective Date. The MoE/DCU should assign adequate E&S staffing as an interim arrangement until the recruitment of the E&S Specialist</p> <p>- VTC and TVSDC to assign E&S Focal Points three months after the Effective Date.</p> <p>The above-described organizational structure will be finalized before commencement of project activities and shall be maintained throughout Project implementation.</p>	<p>MOE VTC TVSDC</p>
<p>1.2 ENVIRONMENTAL AND SOCIAL INSTRUMENTS</p> <p>The IPF component will provide TA and capacity-building activities to support the implementation of the Program and deliver on critical reforms. The environmental and social risks and impacts of such activities were assessed as low. In case of project restructuring, additional financing (AF), or other, the risk rating will be reassessed, and the relevant E&S instruments will be prepared, cleared by the bank and disclosed as Effectiveness conditions.</p>	<p>Not relevant at this time.</p> <p>Should the project go through restructuring, AF, or other the relevant E&S instruments will be prepared, cleared by the bank and disclosed as Effectiveness conditions.</p>	<p>MOE</p>
<p>1.3 MANAGEMENT OF CONTRACTORS</p>		

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
	<p>Adopt and conduct as needed an E&S screening process for all planned expansion (and others) activities related to school or other educational facilities, in order to make a preliminary determination of the expected risks and impacts of a proposed project on people and the environment and their relative significance, and to ensure that the project subsequently applies the most appropriate type of Environmental and Social Assessment (ESA) process.</p> <p>As needed, incorporate the results of the E&S screening and the relevant aspects of the ESCP, including, inter alia, the relevant E&S instruments, the Labor Management Procedures, and code of conduct, into the ESHS specifications of the procurement documents and contracts with all third -party entities (contractors, supervision firms, training consultants, suppliers, service providers, etc.). Thereafter ensure that they comply and cause subcontractors or sub-suppliers to comply with the ESHS specifications of their respective contracts.</p>	<p>Develop and adopt an E&S screening for projects related to expansion of schools and other educational facilities before start of any construction activities.</p> <p>As part of the preparation of procurement documents and respective consultants’ contracts.</p> <p>Supervise all third-party entities throughout Project implementation.</p>	<p>MOE VTC TVSDC</p>
1.4	<p>TECHNICAL ASSISTANCE</p> <p>Ensure that the consultancies, studies (including feasibility studies, if applicable), capacity building, training, and any other technical assistance activities under the Project are carried out in accordance with terms of reference acceptable to the Bank, that are consistent with the ESSs (including relevant E&S requirements relevant to these ESSs). Thereafter ensure that the outputs of such activities comply with the terms of reference.</p>	<p>Throughout Project implementation.</p>	<p>MOE</p>
ESS 2: LABOR AND WORKING CONDITIONS			
2.1	<p>LABOR MANAGEMENT PROCEDURES</p> <p>The project will Partially implement the borrower’s framework by adopting and applying the Jordanian Labor Law in effect: Modified Labor Law # 10 for the year 2023, read in conjunction with Labor Law # 8 for the year 1996. The Law is generally adequate and consistent with ESS2. Risks are more related to compliance and enforcement rather than the letter of the law.</p>	<p>Apply the Jordanian Labor Law to Project workers, taking into consideration the identified gaps. This will be applied to all workers’ contracts recruited after the Effective Date</p>	<p>MOE VTC TVSDC</p>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
	<p>All workers to be recruited in relation to the project will have contracts addressing the following inconsistencies with ESS2:</p> <ul style="list-style-type: none"> - Terms and conditions of employment - Non-discrimination and equal opportunity gender and persons with disabilities - Sexual Exploitation and Abuse (SEA)? Sexual Harassment (SH) - Non-discrimination and equal opportunity – migrants and refugees - Workers’ organizations - Child labor and minimum age - Forced labor - Grievance Mechanism (GM) - Occupational Health and Safety (OHS) - Contracted workers - Primary suppliers workers <p>The World Bank will support the client in the implementation of the borrower framework and addressing the above gaps as part of the simplification of the ESF implementation.</p>		
2.2	<p>GRIEVANCE MECHANISM FOR PROJECT WORKERS</p> <p>Confirm that the existing Ministry of Education (MOE) GM for employees is accessible and adequate to manage grievances of project workers (including consultants) under the IPF, or else provide an appropriate GM for workers consistent with Jordanian labor regulations and ESS2. The GM should be sensitive to receive and handle complaints related Sexual Exploitation and Abuse (SEA)/ Sexual Harassment (SH).</p>	<p>Within 60 days from the Effective Date and prior to engaging Project workers. The workers’ GM shall be maintained throughout Project implementation. Report on Project workers’ GM implementation activities in regular reports as required in Section A of this ESCP</p>	<p>MOE VTC TVSDC</p>
ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT			
	<p>Project activities do not pose any serious risks or adverse impacts related to resources efficiency and pollution. The IPF Component will prepare and adopt resources efficiency and pollution prevention and management guidelines. The MoE will integrate these guidelines in the tenders' documents for the construction of schools, training centers and vocational training workshops, and in the operation guidelines of these facilities.</p>	<p>The Guidelines for the construction and civil works will be prepared, adopted and integrated in the tender documents Within 6 months after the Effective Date.</p>	<p>MOE VTC TVSDC</p>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
		The Guidelines for the operation will be prepared, adopted and enforced within 12 months after the Effective Date.	
ESS 4: COMMUNITY HEALTH AND SAFETY			
4.2	<p>COMMUNITY HEALTH AND SAFETY</p> <p>Project activities do not pose any serious risks or adverse impacts to community health and safety. Government of Jordan guidelines and Bank guidelines on Environmental, Social, Health and Safety (ESHS) and other community health and safety standards, as applicable, will guide all interactions and engagement with communities during implementation.</p>	Throughout the Project implementation period.	MOE VTC TVSDC
4.3	<p>SEA AND SH RISKS</p> <p>SEA and SH risks of the IPF Component of the Program is rated low. All Direct and contracted project Workers will be required to adopt a Code of Conduct covering SEA/SH acceptable to the Bank.</p>	Within 6 months after the Effective Date, and when new staff of the DCU (and other consultants under the IPF Component) are recruited thereafter.	MOE
ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE			
10.1	<p>STAKEHOLDER ENGAGEMENT PLAN PREPARATION AND IMPLEMENTATION</p> <p>ESS10 has limited direct relevance to the IPF project activities themselves. The Stakeholders of the IPF are limited to the staff who are part of the DCU, other MOE departments and divisions (and field directorates), TVSDC, and VTC staff. The DCU will be tasked with improving coordination and stakeholder consultation mechanisms with all stakeholders under the IPF Component. These would be regularized, and their frequency increased as needed.</p> <p>Given the number of stakeholders and activities under the IPF, a stand-alone SEP for the IPF is not required at this stage. Active efforts will be made to seek stakeholders' feedback on the design and implementation of any additional TA activities should they be identified under this IPF component. The modes of engagement and the frequency of engagement will be determined by the scope of the TA activity as well as the needs and interests of different stakeholders and will be consistent with ESS10.</p>	Throughout Project implementation.	MOE

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
	Stakeholder mapping, methods, and frequency of engagement; information disclosure measures; frequency, and documentation will be detailed and documented in the project operational manual (POM).		
10.2	<p>PROJECT GRIEVANCE MECHANISM</p> <p>The project shall maintain a mechanism by which stakeholders can raise concerns, provide feedback, or make complaints about the project consistent with ESS10. The GM for the IPF will be the same as the GM for the MASAR Program. The Program’s GM consists of multi-level arrangements for registering and addressing grievances and complaints from program-affected people, building on the existing functional system of the MOE, which is receiving and addressing complaints via the nation-wide Behkedmetekom (<i>At Your Service</i>) system as well as other uptake channels. At MOE, the Complaints and Grievances Division (CGD) operates under the mandate of the Internal Control Unit, which is directly reporting to the Minister’s office. The staff within the CGD, comprising a head, members, and a programmer, specialises in administrative science and follows specific job descriptions as per the Ministry’s regulations. The Division receives and handles complaints from external stakeholders, the public, as well as from the Ministry’s staff.</p> <p>The Environmental and Social Systems Assessment (ESSA) describes and assesses the Program Grievance Mechanism. The ESSA recommended improvements for accessibility and effectiveness consistent with ESS10. In addition, the ongoing-PforR is developing Standardized Operating Procedures (SOPs); upgrading of exiting electronic platform; referral protocols for complaints related to labor and working conditions and SEA/SH; and reporting on GM performance. All these will be adopted and implemented under the IPF Component.</p>	<p><i>Adopt and implement all enhancements to the GM proposed under the ongoing PforR.</i></p> <p><i>GM Maintained throughout implementation. GM enhancements completed by December 2024.</i></p>	MOE
CAPACITY SUPPORT			
CS1	Hired E&S Specialist will conduct a training needs assessment for MoE, VTC, and TVSDC, and subsequently develop and deliver an ESHS capacity building plan for MOE staff and its Contractors on a range of topics including but not limited to: (i) stakeholder mapping and engagement (ii) environmental and social assessment (iii) crisis and risk management, and emergency preparedness and response (iv) environmental and social risks management (v) managing contractor/consultants ESHS performance (vi) labor and working conditions	<i>Prepare Capacity Building Plan by January 2025 specifying delivery timelines</i>	MOE

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY
(vi) SEA/SH (vii) occupational health and safety, (viii) and any other topics identified based on the findings of the needs assessment.		