

MONGOLIA

Strengthening Transparency of the Extractives Industries through EITI Implementation (P176874)

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN (ESCP)

**Ministry of Mining and Heavy Industry
February 2022**

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

1. Mongolia (the **Recipient**) shall implement the Strengthening Transparency of the Extractives Industries through EITI Implementation Project (the **Project**), with the involvement of its Ministry of Mining and Heavy Industry (MMHI), which houses the National Secretariat for Extractive Industries Transparency Initiative Mongolia (MEITI) under the Secretary General, and will assign MEITI as the Project Implementation Unit (PIU). The International Bank for Reconstruction and Development/International Development Association (hereinafter the Bank), acting as administrator of the Extractives Global Programmatic Support, has agreed to provide financing for the Project.
2. The Recipient shall implement material measures and actions so that the Project is implemented in accordance with the Environmental and Social Standards (**ESSs**). This Environmental and Social Commitment Plan (**ESCP**) sets out material measures and actions, any specific documents or plans, as well as the timing for each of these.
3. The Recipient shall also comply with the provisions of any other environmental and social (E&S) documents required under the ESF and referred to in this ESCP, and the timelines specified in those E&S documents.
4. The Recipient is responsible for compliance with all requirements of the ESCP even when implementation of specific measures and actions is conducted by the Ministry, agency or unit referenced in 1. above.
5. Implementation of the material measures and actions set out in this ESCP shall be monitored and reported to the Bank by the Recipient as required by the ESCP and the conditions of the legal agreement, and the Bank will monitor and assess progress and completion of the material measures and actions throughout implementation of the Project.
6. As agreed by the Bank and the Recipient, this ESCP may be revised from time to time during Project implementation, to reflect adaptive management of Project changes and unforeseen circumstances or in response to assessment of Project performance conducted under the ESCP itself. In such circumstances, the Recipient, through MMHI, shall agree to the changes with the Bank and will update the ESCP to reflect such changes. Agreement on changes to the ESCP shall be documented through the exchange of letters signed between the Bank and the Recipient, through MMHI. The Recipient, through MMHI, shall promptly disclose the updated ESCP.
7. Where Project changes, unforeseen circumstances, or Project performance result in changes to the risks and impacts during Project implementation, the Recipient shall provide additional funds, if needed, to implement actions and measures to address such risks and impacts.

| MATERIAL MEASURES AND ACTIONS | | TIMEFRAME | RESPONSIBLE ENTITY/AUTHORITY |
|---|--|---|------------------------------|
| MONITORING AND REPORTING | | | |
| A | <p>REGULAR REPORTING: 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, stakeholder engagement activities and grievances log.</p> | Six-monthly | MMHI |
| B | <p>INCIDENTS AND ACCIDENTS: The Project will focus on capacity building activities and advisory services, and it is unlikely that the incidents and accidents will occur that will have or likely to have a significant adverse effect on the environment, local communities and the workers. If such incidents occur, the Recipient, through MMHI, shall promptly notify the Bank of any incident or accident related to the Project such as workers contracting COVID-19 or labor related incidents.</p> <p>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 other parties, as appropriate. Subsequently, as per the Bank’s request, prepare a report on the incident or accident and propose any measures to prevent its recurrence.</p> | The Bank will be notified within 48 hours after learning of the incident or accident. A report would be provided within a timeframe acceptable to the Bank, as requested. | MMHI |
| ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS | | | |
| 1.1 | <p>ORGANIZATIONAL STRUCTURE: Establish and maintain a dedicated working unit with qualified staff and resources to support management of ESHS risks and impacts of the Project. A staff will serve as the focal point for monitoring environmental and social standard compliance, accidents and incidents with the assistance from the Project team.</p> | A focal point to support management of ESHS risks and impacts will be assigned no later than 30 days after the effectiveness of the grant agreement and maintained throughout Project implementation. | MMHI |
| 1.2 | <p>MANAGEMENT TOOLS AND INSTRUMENTS: Submit Terms of Reference (TORs) for all technical assistance (TA) activities to the Bank for review and no-objection to ensure the services requested are consistent with ESS1 and other relevant ESS standards.</p> | Prior to commencement of the TA activities, and maintain throughout Project implementation. | MMHI |

| MATERIAL MEASURES AND ACTIONS | | TIMEFRAME | RESPONSIBLE ENTITY/AUTHORITY |
|---|---|------------------------------------|------------------------------|
| 1.3 | <p>EXCLUSIONS: Exclude the following types of activities as ineligible for financing under the Project:</p> <ul style="list-style-type: none"> • Technical assistance activities that include recommendations that may cause long term, permanent and/or irreversible (e.g. significant loss of natural habitat, any loss of critical natural habitat) adverse impacts; • Technical assistance activities that include recommendations that have high probability of causing serious adverse effects to human health and/or the environment; • Technical assistance activities that include recommendations that may have significant adverse social impacts and may give rise to significant social conflict; • Technical assistance activities that include recommendations that may affect lands or rights of indigenous people or other vulnerable minorities; • Technical assistance activities that include recommendations that may involve permanent resettlement or land acquisition or any involuntary taking of land (even temporary) or adverse impacts on cultural heritage. | Throughout Project implementation. | MMHI |
| ESS 2: LABOR AND WORKING CONDITIONS | | | |
| 2.1 | <p>LABOR MANAGEMENT: Adhere to existing labor contract stipulations for civil servants and ensure the labor management procedure for staff and contract consultants under the project comply with Mongolian national laws and regulations in relation to labor and working conditions, and relevant requirements of ESS2.</p> | Throughout Project implementation. | MMHI |
| 2.2 | <p>GRIEVANCE MECHANISM FOR PROJECT WORKERS: Ensure the availability, accessibility and functioning of existing grievance/feedback arrangements for all staff and contract consultants who are involved in the Project.</p> | Throughout Project implementation. | MMHI |
| MATERIAL MEASURES AND ACTIONS | | TIMEFRAME | RESPONSIBLE ENTITY/AUTHORITY |
| 2.3 | <p>OCCUPATIONAL HEALTH AND SAFETY (OHS) MEASURES: Adhere to the existing relevant national infection prevention and control procedures to prevent COVID-19 exposure in the countries where activities are held for all staff, consultants, and participants of project activities.</p> | Throughout Project Implementation | MMHI |
| ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT | | | |

| MATERIAL MEASURES AND ACTIONS | | TIMEFRAME | RESPONSIBLE ENTITY/AUTHORITY |
|---|---|---|------------------------------|
| | Not Relevant | | |
| ESS 4: COMMUNITY HEALTH AND SAFETY | | | |
| | Not relevant | | |
| ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT | | | |
| | Not relevant | | |
| ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES | | | |
| | Not relevant | | |
| ESS 7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES | | | |
| | Not relevant | | |
| ESS 8: CULTURAL HERITAGE | | | |
| | Not relevant | | |
| ESS 9: FINANCIAL INTERMEDIARIES | | | |
| | Not relevant | | |
| ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE | | | |
| 10.1 | <p>STAKEHOLDER ENGAGEMENT: Update, disclose, adopt, and implement the stakeholder engagement plan (SEP) in a manner acceptable to the Bank. The SEP will be updated to reflect the final established grievance redress mechanism (GRM).</p> <p>Publicly disclose information about the project activities, engage relevant key stakeholders such as experts and professional associations as part of project activities.</p> | Throughout Project implementation. | MMHI |
| 10.2 | <p>GRIEVANCE MECHANISM: Accessible grievance arrangements shall be made publicly available to receive and facilitate resolution of concerns and grievances in relation to the Project, consistent with ESS10, in a manner acceptable to the Bank.</p> | A grievance redress mechanism (GRM) will be set up no later than 30 days after effectiveness of the grant agreement and maintained throughout Project implementation. | MMHI |