World Food Programme (WFP)

Additional Financing for the HER Project (HER AF) Second Additional Financing for the HER Project (2nd HER AF) (P178775)

NEGOTIATED ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN (ESCP)

December 12, 2024

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

- 1. The World Food Programme (WFP) ("Recipient") is implementing Part 3 under the Additional Financing for the Afghanistan Health Emergency Response (HER) Project ("HER AF"), as set out in the AF Grant Agreement,¹ and the Part 3 under the Second Additional Financing for the HER Project ("2nd HER AF", and together with the HER AF referred to as "Project"), as set out in the 2nd AF Financing Agreement. The International Development Association ("World Bank"), acting as the administrator of the Afghanistan Resilience Trust Fund ("ARTF") or in its own capacity, has agreed to provide the additional financing and 2nd additional financing (P178775) for the Project, as set out in the referred agreements. This ESCP shall apply solely to the activities under the 2nd HER AF, and the ESCP for the HER AF shall continue to apply to the activities under the HER AF.
- 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 World Bank. The extent and mode of the World Bank's monitoring with respect to environmental and social performance will be proportionate to the potential environmental and social risks and impacts of the Project. The ESCP is a part of the AF Grant Agreement/2nd AF 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 World Bank. Once adopted, said E&S instruments may be revised from time to time with prior written agreement by the World Bank.
- 4. As agreed by the World Bank 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 and the World Bank agree to update the ESCP to reflect these changes through an exchange of letters signed between the World Bank and the Recipient's respective representatives. The Recipient shall promptly disclose the updated ESCP.

¹ The AF ARTF Grant (TF0C3368) was provided to WFP under a Grant Agreement, dated December 15, 2023 ("AF Grant Agreement" between WFP and the World Bank, acting as administrator of the ARTF, for the HER AF.

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN (ESCP) – Additional Financing and Second Additional Financing for the Afghanistan Health Emergency Response (HER) Project

MATER	RIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY
MONIT			
A	REGULAR REPORTING Prepare and submit to the World 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.	Submit quadrimester reports as part of the regular progress report throughout Project implementation. Submit each report to the World Bank no later than 45 days after the end of each quadrimester.	WFP
В	 INCIDENTS AND ACCIDENTS a) Promptly notify the World 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), accidents that result in death, or serious or multiple injury and security-related incidents and accidents. For SEA/SH incidents, the notification and any follow up reporting shall be shared with the World Bank's corporate Grievance Redress Service (GRS). 	a) Notify the World Bank no later than 48 hours after learning of the incident or accident.	WFP

² Information and documents provided to the World Bank under part B ("Incidents and Accidents"), C ("Contractors' and Cooperating Partners' Reports") and 1.3(b) ("Management of Contractors and Cooperating Partners") of this ESCP will be (a) marked as "Information Provided by Member Countries or Third Parties in Confidence" pursuant to the Bank's Access to Information Policy, and (b) assigned the security classification of "confidential" pursuant to the Bank Directive on Information Classification and Control, i.e., the information will only be: (i) disseminated within the World Bank on a "need to know" basis; and (ii) shared with third parties on agreement with the Recipient.

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY
 Notwithstanding the above and associated timeframe, WFP will report alleged incidents of SH involving WFP Staff³ and Non-Staff Personnel⁴ through its Office of the Inspector General's annual reports to the WFP Executive Board, which are made publicly available. For any other incidents or accidents, the notification and any follow up reporting shall be shared with the World Bank's task team. b) Provide a report to the World Bank with 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 Contractor⁵ and/or Cooperating Partner⁶, as appropriate. 	b) Provide the report on SEA/SH incidents to the World Bank's GRS	

⁴ "Non-Staff Personnel" means an individual, other than Staff, in a contractual relationship with, and under the direct administrative authority of, the Recipient, other than through a letter of appointment under the Staff Rules and Regulations, including Consultants (who have the status of "experts on mission" under the Conventions), interns, UNVs, and stand-by arrangements.

⁵"Contractor" means a legal entity (other than a Cooperating Partner) or an individual (other than Staff/ Non-Staff Personnel) involved in the implementation of Project activities, with which the Recipient has concluded a Project-related institutional contract.

"Cooperating Partner" means a legal entity, other than a government entity, with which the Recipient has concluded a field-level agreement related to Project implementation.

³ "Staff" means an individual who holds a letter of appointment with the Recipient or is on loan to the Recipient by another UN organization or specialized agency under the terms of the Inter-organization Agreement Concerning Transfer, Secondment or Loan of Staff among the Organizations Applying the United Nations Common System of Salaries and Allowances, it being understood that Staff have the status of "officials" under the 1946 General Convention on the Privileges and Immunities of the United Nations and the 1947 Convention on the Privileges and Immunities of the Specialized Agencies ("Conventions").

MATER	RIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY
	c) At the World Bank's request, share the Contractor and/or Cooperating Partner incident or accident notification and report, redacted to remove Personal Data ⁷ .	c) Upon request of the World Bank, share Contractors' and Cooperating Partners' notifications and reports to the World Bank within 7 days following the World Bank's request, unless otherwise agreed to with the World Bank.	
С	CONTRACTORS' AND COOPERATING PARTNERS' REPORTS Require Contractors and Cooperating Partners to provide regular monitoring reports, at a minimum on a bi-annual basis, on ESHS performance in accordance with the metrics specified in the respective Terms of Reference and contracts, and at the World Bank's request, submit such reports to the World Bank, redacted to remove Personal Data.	Upon request, submit Contractors' and Cooperating Partners' reports to the World Bank within 14 days following the World Bank's request.	WFP
ESS 1:	ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS		
1.1	 ORGANIZATIONAL STRUCTURE Maintain management structure appropriate to implement the Project with qualified staff and resources to support the management of Environmental, Social Health & Safety (ESHS) risks and impacts of the Project and the overall implementation of E&S instruments. 	a) Maintain the management structure and positions throughout Project implementation.	WFP

⁷ "Personal Data" means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, or metadata; factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of an individual; or assessments of the status and/or specific needs, such as in the context of assistance programs.

MATER	IAL MEAS	SURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
	b)	Maintain sufficient capacity (one Environmental and Social Specialist, one GRM Focal Point, one Gender/PSEA Focal Point, and one Security Risk Management Specialist) for environmental and social safeguards throughout the implementation of the Project.	b)	Maintain all Specialists/Focal Points throughout Project implementation.	
	c)	Cause Cooperating Partners to appoint one E&S Focal Point and one PSEA Focal Point.	c)	Cooperating Partners shall appoint one E&S Focal Point and one PSEA Focal Point prior to the commencement of Project activities and maintain them throughout Project implementation.	
1.2	ENVIRO	NMENTAL AND SOCIAL INSTRUMENTS			WFP
	a)	Update, adopt, and thereafter implement the existing Environmental and Social Management Framework (ESMF) consistent with the relevant ESSs.	a)	The existing ESMF shall be updated and publicly disclosed within 30 days of the Effective Date of the 2 nd HER AF, and thereafter implemented throughout Project implementation. In the interim, the ESMF for AF1 shall be implemented.	
	b)	Develop and/or adopt and thereafter implement Environmental and Social Management Plans (ESMPs) based on the ESMP template, as set out in the ESMF, for activities that require the adoption of such ESMPs, consistent with the relevant ESSs.	b)	Develop and/or adopt the ESMP (based on the ESMP template in the ESMF) prior to the carrying out of any activity that requires the adoption of such ESMP, and thereafter implement the ESMP throughout Project implementation.	

MATER	MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
1.3	MANAGEMENT OF CONTRACTORS AND COOPERATING PARTNERS			WFP
	a) Incorporate the relevant aspects of the ESCP, including, <i>inter alia</i> , the relevant E&S instruments, the Labor Management Procedures (LMP), and the Code of Conduct, into the ESHS specifications of the procurement documents and contractual arrangements with Contractors and Cooperating Partners. Thereafter ensure that the Contractors and Cooperating Partners comply and cause subcontractors to comply with the ESHS specifications of their respective contracts.	a)	As part of the preparation of procurement documents and respective contracts. Supervise Contractors and Cooperating Partners throughout Project implementation.	
	b) At the World Bank's request, share Project contracts/agreements with Contractors and Cooperating Partners with the World Bank, redacted to remove Personal Data and confidential business information.	b)	Share with the World Bank within 14 days of the World Bank's request, unless otherwise agreed to with the World Bank.	
	c) At the World Bank's request, share summaries of the Recipient's assessment of Cooperating Partner capacity to implement the ESS for the Project and any capacity enhancement measures.	c)	Share with the World Bank within 14 days of the World Bank's request, unless otherwise agreed to with the World Bank.	
	d) At the World Bank's request, in relation to an incident or accident reported under Action B, share the Recipient's full assessment ⁸ of Cooperating Partner capacity to implement the ESS for the Project and any capacity enhancement measures, provided that in the event the Recipient determines that the Cooperating Partner(s) reasonably objects to such sharing, a meeting between the World Bank, the Recipient and the Cooperating Partner shall be organized.	d)	Share with the World Bank within 14 days of the World Bank's request, unless otherwise agreed to with the World Bank. With the understanding that any meeting to take place within these 14 days, unless agreed otherwise.	
1.4	TECHNICAL ASSISTANCE			WFP

⁸ A full assessment would typically be the micro assessment, PSEA assessment and other relevant technical assessments/observations that are generated from time-to-time during the lifecycle of the Project.

MATER	IAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY
	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 World Bank, that are consistent with the ESSs. Thereafter ensure that the outputs of such activities comply with the terms of reference.	Throughout Project implementation.	
1.5	ACTIVITIES SUBJECT TO RETROACTIVE FINANCING Conduct a due diligence of the activities subject to retroactive financing to ensure that they comply with the ESSs and, if needed, to identify any measures necessary to ensure that such activities meet the requirements of the ESSs.	Submit a due diligence report for expenditures to be financed through retroactive financing before a request for reimbursement of such expenditures is made. Any corrective action plan identified in such report shall be implemented in a manner and timeframe acceptable to the Bank.	WFP
ESS 2:	LABOR AND WORKING CONDITIONS		
2.1	LABOR MANAGEMENT PROCEDURES As part of the ESMF under action 1.2, update and adopt, and thereafter implement the Labor Management Procedures (LMP) for the Project, including, <i>inter alia</i> , 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), forced labor, child labor, grievance arrangements for Project workers, and applicable requirements for Contractors, Cooperating Partners and subcontractors. WFP shall require Project workers to sign Codes of Conduct and receive orientation on the same, as outlined in the LMP.	Same timeframe as in action 1.2.(a) above.	WFP
2.2	GRIEVANCE MECHANISM FOR PROJECT WORKERS Maintain and operate a grievance mechanism accessible to Project workers (as part of the Project GRM described under action 10.2 of this ESCP), as described in the LMP and consistent with ESS2.	Maintain and operate the GRM for workers (as part of the Project GRM described under ESS10) throughout Project implementation.	WFP
FSS 4 :	COMMUNITY HEALTH AND SAFETY		
4.1			

MATER	RIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY
	Assess and manage specific risks and impacts to community health and safety arising from Project activities and include mitigation measures in the site-specific ESMP to be prepared in accordance with the ESMF and the ESMP template.	Same timeframe as in action 1.2.(b) above.	
4.2	 SEA AND SH RISKS Update and adopt, and thereafter implement a SEA/SH Action Plan as part of the ESMF under action 1.2 above, to assess, mitigate, and respond to risks of SEA and SH. The SEA/SH Action Plan shall include time bound and budgeted actions with plans and indicators for monitoring, including at a minimum: a) Standards of conduct and training for all Project workers working in connection with the Project, in line with ESS2 above. b) An accountability and response framework for the Project, including how WFP and all its Cooperating Partners will respond, verify, and refer complaints of SEA/SH, including provisions to connect survivors to services from the time of intake. c) Strategies to inform communities and workers about standards of conduct, support services available, ways to file complaints, etc. d) An effective Grievance Mechanism equipped to receive, register, and facilitate the resolution of SEA/SH complaints in line with a survivor-centered approach, and as outlined under action 10.2 of this ESCP. 	Same timeframe as in action 1.2.(a) above.	WFP

MATER	IAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY
4.3	SECURITY MANAGEMENT		WFP
	 Assess and implement measures to manage the security risks of the Project consistent with the UNSMS policy framework⁹ and the ESSs, including the risks of engaging security personnel to safeguard Project workers, sites, assets, and activities, as set out in the Security Management Plan (SMP). 	a) Maintain and implement the SMP, updated on May 29, 2024, throughout Project implementation.	
	 b) Cause Cooperating Partners to develop and implement security management plans, as set out in the SMP. 	b) Prior to carrying out the relevant activities under the Project.	
	c) Monitor the Cooperating Partners' implementation of their respective security management plans throughout the implementation of the relevant activities under the Project.	c) Throughout the implementation of the relevant activities under the Project.	
ESS 10:	STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE		
10.1	STAKEHOLDER ENGAGEMENT PLAN PREPARATION AND IMPLEMENTATION Implement the Stakeholder Engagement Plan (SEP) for the Project, consistent with ESS10, which shall include measures to, <i>inter alia</i> , provide stakeholders and Project actors with timely, relevant, understandable, and accessible information, and consult with them in a culturally appropriate manner, which is free of manipulation, interference, coercion, discrimination, and intimidation.	Implement the SEP, disclosed on October 18, 2024, throughout Project implementation.	WFP
10.2	PROJECT GRIEVANCE MECHANISM		WFP

⁹ The United Nations Security Management System (UNSMS) is designed to enable the safe delivery of UN mandates and programmes within acceptable security risk levels. For additional details, please refer to https://www.un.org/en/safety-and-security/unsms-and-iasmn. Saving Lives Together (SLT), is a series of recommendations aimed at enhancing security collaboration between the United Nations, International Non-Governmental Organisations and International Organisations to which the World Bank and WFP are party. The Recipient's activities are governed by the UNSMS, which, through designated officials in collaboration with Heads of UN Offices, ensures the security of their premises and staff.

MATER	RIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY
	Maintain and operate an accessible grievance mechanism, to receive and facilitate	Maintain and operate the Project GRM	
	the resolution of concerns and grievances in relation to the Project, promptly and	throughout Project implementation.	
	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, in a manner consistent with ESS10.		
	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.		
CAPAC	ITY SUPPORT		
CS1	All capacity building activities and trainings shall be further detailed in a Capacity	Throughout Project implementation.	WFP
	Building and Training Plan in the ESMF. WFP shall facilitate training as per the ESMF to		
	build the capacity of the staff of WFP, Cooperating Partners, and Contractors.		
	WFP shall keep detailed records of all WFP capacity-building initiatives under the Project.		
	Content of capacity building activities under the Project include:		
	a) Measures for proper implementation, as agreed as per the ESMF and SEP;		
	b) COVID-19 Infection Prevention and Control Protocols;		
	c) Toolbox meeting on Occupational, Health, and Safety issues, including the use of PPEs;		
	d) GBV, including Code of conduct to prevent GBV and SEA/SH;		
	e) Grievance mechanisms for workers and communities;		
	f) Labor Management Procedures;		
	g) Community health and safety (including emergency prevention and preparedness,		
	response arrangements to emergencies);		
	h) Security risk management measures;		
	i) Incident reporting and understanding of WFP Corporate requirements and ESIRT; and		
	j) Environmental and Social Incident Reporting Toolkit provisions; and		
	k) Emergency prevention and preparedness and response arrangements to emergency situations.		