



THE REPUBLIC OF SIERRA LEONE

Ministry of Lands, Housing and Country Planning

SPF: SIERRA LEONE, INNOVATIVE SOLUTIONS FOR LAND DISPUTE RESOLUTION P500529

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN (ESCP)

April 2024

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

1. The Republic of Sierra Leone (the Recipient) shall implement the State- and Peacebuilding Fund (SPF): Sierra Leone, Innovative Solutions for Land Dispute Resolution Project (the Project), with the involvement of the Ministry of Lands, Housing and Country Planning, as set out in the Financing Agreement. The International Development Association (the Association) has agreed to provide financing for the Project, as set out in the referred agreement.
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 agreement.
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 shall 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 Lands, Housing and Country Planning and the Association agree to update the ESCP to reflect these changes through an exchange of letters signed between the Association and the Recipient Minister of Lands, Housing and Country Planning of the Ministry of Lands, Housing and Country Planning. The Recipient shall promptly disclose the updated ESCP.

| MATERIAL MEASURES AND ACTIONS | | TIMEFRAME | RESPONSIBLE ENTITY |
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| MONITORING AND REPORTING | | | |
| A | <p>REGULAR REPORTING: Prepare and submit to the Association regular quarterly monitoring reports on the environmental, social, health and safety (ESHS) performance of the Project, including but not limited to (i) the implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; (iv) status of preparation and implementation of E&S instruments required under the ESCP; (v) stakeholder engagement activities; and (vi) functioning of the grievance redress mechanism.</p> | <p>Quarterly, starting from the Effective Date and 30 days after the end of the quarter and throughout the Project implementation.</p> | <p><i>Ministry of Lands, Housing, and Country Planning (MLHCP) through its Sierra Leone Land Administration Project (SLLAP) Project Coordination Unit (PCU)</i></p> |
| B | <p>INCIDENTS AND ACCIDENTS: Promptly notify the Association 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, situations of fatalities or serious bodily harm and incidents such as fire injuries, physical violence, Sexual Exploitation and Abuse and Sexual Harassment (SEA/SH), construction related accidents, COVID-19 outbreak, other communicable diseases and infections in the Project area attributable to the Project. Provide sufficient detail regarding the incident or accident, indicating immediate measures taken or that are planned to be taken to address it, and including information provided by any contractor and supervising entity, as appropriate.</p> <p>Subsequently, as per the Association’s request, prepare a report on the incident or accident and propose any measures to prevent its recurrence within timeframe acceptable to the Association.</p> | <p>Within 48 hours after learning of the incident or accident.</p> <p>—</p> <p>Provide subsequent reports acceptable to the Association within 20 days of the Association’s request.</p> | <p><i>MLHCP/SLLAP PCU</i></p> |
| ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS | | | |

| MATERIAL MEASURES AND ACTIONS | | TIMEFRAME | RESPONSIBLE ENTITY |
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| 1.1 | <p>ORGANIZATIONAL STRUCTURE: As part of the implementation of the Project, MLHCP shall:</p> <ul style="list-style-type: none"> Recruit the Food and Agriculture Organization of the United Nations (FAO) to implement project activities through a Standard Form Agreement for the Provision of Technical Assistance by FAO under Bank-Financed Projects. The final responsibility to ensure that the Project is carried out in accordance with the Environmental and Social Standards remains with the Recipient. Maintain the SLLAP PCU with Social Development and Gender Specialist, Community Engagement and Communication Specialist, and Environmental Specialist and ensure support from the SLLAP PCU to FAO for the management of Project E&S risks; Hire specialized external expertise/consultants for Project activities as needed, all with terms of reference, experience, and qualifications acceptable to the Association. <p>FAO will:</p> <ul style="list-style-type: none"> Participate in the management of environmental and social risks relating to the scope of the work FAO commits to undertake in the context of the Project, as indicated in the Standard Form Agreement, by complying with the environmental and social requirements and material measures of the ESCP which are listed in Annex VI of the Standard Form Agreement. Hire a social specialist to support the FAO project team in implementing the parts of this ESCP that FAO is responsible for and liaise with the PCU. Develop and submit to the PCU, every quarter (3) months (15 days after the end of each quarter), an environmental and social monitoring report. | <p>FAO shall be recruited within 90 days of signing the grant agreement.</p> <p>The SLLAP PCU shall be maintained throughout Project implementation.</p> | <p><i>MLHCP/SLLAP PCU/FAO</i></p> |
| 1.2 | <p>ENVIRONMENTAL AND SOCIAL INSTRUMENTS: As part of the Project, the SLLAP Stakeholder Engagement Plan (SEP) has been updated with the Project activities in a manner acceptable to the Association.</p> | <p>The SEP has been prepared, disclosed, consulted upon and adopted. It will be implemented throughout the Project duration.</p> | <p><i>FAO/MLHCP</i></p> |
| 1.3 | <p>TECHNICAL ASSISTANCE Ensure that the consultancies, studies, capacity building, awareness raising, training, and any other technical assistance activities under the Project are carried out in accordance with terms of reference acceptable to the Association, that are consistent with the ESSs. Thereafter ensure that the outputs of such activities comply with the terms of reference.</p> | <p>Throughout project implementation</p> | <p><i>FAO/MLHCP</i></p> |
| <p>ESS 2: LABOR AND WORKING CONDITIONS</p> | | | |

| MATERIAL MEASURES AND ACTIONS | | TIMEFRAME | RESPONSIBLE ENTITY |
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| 2.1 | <p>LABOR MANAGEMENT PROCEDURES (LMP): An LMP has been prepared for SLLAP, in accordance with ESS2 requirements has been disclosed and shall also apply to the Project and throughout its implementation.</p> <p>The LMP sets out how direct workers, contracted workers, and primary supply worker shall be managed, in accordance with the requirements of Sierra Leone national laws and ESS2.</p> <p>The Recipient shall implement the 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), forced labor, child labor, grievance arrangements for Project workers, and applicable requirements for contractors, subcontractors. The LMP shall be incorporated in the ESHS specifications of the procurement documents and contracts with contractors with requirements for contractors to prepare, adopt, and implement labor management plans as per ESRS. Recipient shall ensure that contractors comply with these requirements of their respective contracts.</p> | LMP has been prepared and disclosed and shall be maintained throughout the Project implementation | <i>FAO (for content of the updated LMP that refers to the SPF project)/MLHCP</i> |
| 2.2 | <p>CODE OF CONDUCT: As part of the Project, the SLLAP LMP has been updated with the Project activities in a manner acceptable to the Association.</p> | The LMP has been prepared, disclosed, consulted upon and adopted. It shall be implemented throughout Project duration. | <i>FAO/MLHCP</i> |
| ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT | | | |
| There are no actions under the Project related to Resource Efficiency and Pollution, therefore there are no mitigation measures to be undertaken under ESS3 for the Project. | | | |
| ESS 4: COMMUNITY HEALTH AND SAFETY | | | |
| 4.1 | <p>COMMUNITY HEALTH AND SAFETY Ensure the Contractor(s) raise awareness of employees on subproject related risks and measures for mitigation of impacts on local communities.</p> | Shall be implemented throughout Project implementation | <i>FAO/MLHCP</i> |
| ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT | | | |
| There are no actions under the Project related to Land Acquisition, Restriction on Land Use, and Involuntary Resettlement, therefore there are no mitigation measures to be undertaken under ESS5 for the Project. | | | |
| ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES | | | |
| There are no actions under the Project related to Biodiversity Conservation and Sustainable Management of Living Natural Resources, therefore there are no mitigation measures to be undertaken under ESS6 for the Project. | | | |
| ESS 7: INDIGENOUS PEOPLE/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES | | | |

| MATERIAL MEASURES AND ACTIONS | | TIMEFRAME | RESPONSIBLE ENTITY |
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| The Bank has not conducted a screening of indigenous peoples/sub-Saharan African historically underserved traditional local communities in Sierra Leone. Hence, this Standard is currently not relevant. | | | |
| ESS 8: CULTURAL HERITAGE | | | |
| There are no actions under the Project related to Cultural Heritage, therefore there are no mitigation measures to be undertaken under ESS8 for the Project. | | | |
| ESS 9: FINANCIAL INTERMEDIARIES | | | |
| There are no actions under the Project related to Financial Intermediaries, therefore there are no mitigation measures to be undertaken under ESS9 for the Project. | | | |
| ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE | | | |
| 10.1 | <p>STAKEHOLDER ENGAGEMENT PLAN IMPLEMENTATION A Project-wide Stakeholder Engagement Plan (SEP) has been prepared for SLLAP, and due to a similar set of stakeholders, the SEP has been updated with a specific chapter on the Project. The updated SEP has been disclosed, consulted upon, and adopted, which shall ensure full compliance with all the requirements of ESS 10. The SEP provides a strategic framework that would ensure open, inclusive and transparent engagement of all relevant stakeholders in the project design and implementation, with safeguards for vulnerable groups, particularly women, persons with disability and youth.</p> | The SEP has been updated and disclosed prior to the appraisal and shall be implemented throughout the Project duration. | <i>FAO (for the content of the updated SEP that refers to the SPF project)/MLHCP</i> |
| 10.2 | <p>PROJECT GRIEVANCE MECHANISM: The GRM detailed in the Standard Form Agreement signed between FAO and MLHCP shall be used for grievances under this project per the updated SEP.</p> <p>FAO will provide the MLHCP PCU and the World Bank with regular updates on the status of grievances through quarterly report on the implementation of the complaints management mechanism, with particular attention to the complaints received, nature of complaints, status of resolution, including number of unresolved complaints.</p> | <p>—</p> <p>Maintenance of the SPF GRM throughout Project implementation.</p> | <i>FAO/PCU/MLHCP</i> |
| CAPACITY SUPPORT (TRAINING) | | | |
| CS1 | Training of contractor CSOs in E&S requirements relevant to their assignments, including stakeholder engagement, labor management procedure (code of conduct), environmental and social commitments, and reporting. | Training of contractors prior to commencement of any works or services and refresher training throughout implementation of contract. | <i>FAO/MLHCP</i> |