

Republic of Niger
Niger Accelerating Electricity Access Project

Draft

ENVIRONMENTAL and SOCIAL
COMMITMENT PLAN (ESCP)

October 26, 2021

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN (ESCP)

1. The Republic of Niger (hereinafter “the Recipient”) shall implement the Niger Accelerating Electricity Access Project (hereinafter “Project”) through three Project Implementing Entities (“PIEs”): the Niger Electricity Company (NIGELEC), the Rural Electrification Agency (ANPER) and the National Solar Energy Agency (ANERSOL). The *International Development Association* (hereinafter “the Association”) 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 Association’s Environmental and Social Standards (ESSs). This Environmental and Social Commitment Plan (ESCP) sets out material measures and actions, to be carried out or caused to be carried out by the Recipient, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, grievance management and the environmental and social assessments and instruments to be prepared or updated, disclosed, consulted, adopted and implemented under the ESCP and the ESSs, in a manner acceptable to the Association.
3. *The Recipient* is responsible for compliance with all requirements of the ESCP even when implementation of specific measures and actions is conducted by the entities referenced in 1 above.
4. Implementation of the material measures and actions set out in this ESCP shall be monitored and reported to *the Association* by the *Recipient* as required by the ESCP and the conditions of the Legal Agreement, and *the Association* shall monitor and assess progress and completion of these material measures and actions throughout the implementation of the Project.
5. As agreed by *the Association* and *the Recipient*, this ESCP may be revised as necessary during the Project implementation to reflect adaptive management of Project changes and unforeseen circumstances or in response to the assessment of the Project’s performance conducted under the ESCP itself. In such circumstances, *the Recipient*, shall agree to such changes with the Association and shall update the ESCP accordingly. Agreement on changes to the ESCP shall be documented through an exchange of signed letters between *the Association* and *the Recipient*. The Recipient shall promptly disclose the revised ESCP.
6. 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, which may include environmental, health, and safety impacts, labor influx, gender-based violence, and security.

	Material Measures and Actions	Timeframe	Responsible Authority / Entity
MONITORING AND REPORTING:			
A	<p>REGULAR REPORTING</p> <p><i>The Recipient shall prepare and submit to the Association regular monitoring reports on the environmental, social, health and safety (ESHS) performance of the Project including implementation of the ESCP, any E&S instruments prepared or to be prepared and implemented under the ESCP in form and substance acceptable to the Association, stakeholder engagement activities, and functioning of the grievance mechanism.</i></p> <p><i>The Recipient shall also submit, at the Association's request, all monthly monitoring reports submitted by the companies involved in various work sites (contractors, suppliers, service providers, and sub-contractors).</i></p>	<p><i>Each quarter starting from the Project Effective Date, at the latest, at the beginning of the month following the past quarter, throughout the implementation of the Project. A compilation of these reports shall be provided on an annual basis.</i></p>	<p>Project Implementation Units (PIU) within each PIE, hereinafter PIUs (NIGELEC, ANPER, ANERSOL)</p>
B	<p>INCIDENTS AND ACCIDENTS NOTIFICATION</p> <p>a. The Recipient shall 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, affected communities, the public or workers, including any fatality incident, significant pollution, security incidents, the exclusion of or discrimination against individuals or groups of individuals who may be disadvantaged or vulnerable because of their particular circumstances, or any allegation of Sexual Exploitation and Abuse or Sexual Harassment (SEA/SH) in connection with the Project.</p>	<p>a. <i>These incidents or accidents shall be immediately reported in writing to the Project Team Leader, not later than 48 hours after becoming aware of such accidents or incidents. Reporting shall take place within 24 hours in the case of fatality.</i></p> <p>b. <i>A detailed report shall be submitted to the Association, not later than seven (7) working days from the PIU becoming aware of said incident or accident. If the incident is related to security/safety of PIUs or beneficiaries, it shall be reported to the Project Team Leader in 24 hours.</i></p>	<p>PIUs (ANPER, NIGELEC, ANERSOL)</p>

	Material Measures and Actions	Timeframe	Responsible Authority / Entity
	<p>b. The Recipient shall provide sufficient detail regarding the incident or accident, indicating the immediate measures taken or to be taken to address the incident or accident and including the information made available. Regarding SEA/SH incidents, the Recipient shall only record and provide the following information: date of incident, date of reporting to the Project GM or other mechanisms, age / sex of the victim (if possible), nature of the incident (e.g. rape), age / sex / employer of the alleged perpetrator (if possible), if the incident is in connection with the Project (to the best of the complainant's knowledge), the services in which the survivor has been referred to, all in line with the principle of confidentiality and based on the survivor's consent during intake and referral to services.</p>	<p><i>This notification system shall be in effect throughout the Project implementation.</i></p>	

	Material Measures and Actions	Timeframe	Responsible Authority / Entity
	<p>c. Upon the Association’s request, the Recipient shall prepare a report on 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 supervising entity, as appropriate, and shall propose measures to avoid its recurrence. For security incidents, the Recipient shall follow a similar approach, reporting information on the date of the incident, the date of the report to the PIU, the nature of the event (e.g., attack on Project sites), the profile and possible motivations of the perpetrators, the type of harm or damage incurred to Project beneficiaries, assets, contractors or personnel, and recipient response.</p>		
<p>C</p>	<p>CONTRACTORS’ MONTHLY REPORTS Suppliers and contractors are required to prepare and submit to the Project Implementation Units (PIUs) monthly monitoring reports, including reports on the implementation of the environmental, social, health and safety specifications included in the tender documents and their respective contracts, to be submitted to the Association upon request.</p>	<p><i>On a monthly basis from the signing of the suppliers’/contractors’ contracts throughout Project implementation</i></p>	<p>PIUs (NIGELEC, ANPER, ANERSOL)</p>
<p>ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS</p>			

	Material Measures and Actions	Timeframe	Responsible Authority / Entity
<p>1.1</p>	<p>ORGANIZATIONAL STRUCTURE</p> <p>Establish and maintain a Project Implementation Unit (PIU) within each Project Implementing Entity (PIE) – NIGELEC, ANPER, ANERSOL - consisting of adequate resources and qualified personnel (whose qualifications comply with the Terms of Reference (TORs) agreed with the Association) to manage environmental and social risks and impacts of the Project.</p> <p>For this purpose, the NIGELEC PIU shall renew the mandate of the environmental and social specialists including the gender specialist who are already in place under the department of Quality, Hygiene, Security and Environment of NIGELEC, based on a performance assessment so that there will be no gap after the Effective Date and before a particular action, to ensure the implementation and monitoring of the measures set out in the E&S instruments.</p>	<p><i>Not later than three months after the Project Effective Date:</i></p> <ul style="list-style-type: none"> - <i>NIGELEC shall appoint from its staff to the PIU : (1) one full-time environmental specialist, (1) one full-time social development specialist, (1) full-time Health and Safety (ESHS) specialist and NIGELEC shall hire (1) one gender-based violence (GBV) specialist.</i> - <i>ANPER shall hire 4 full time consultants: One environmental specialist, one social development specialist, one Health and Safety (ESHS) specialist and one GBV specialist in the PIU.</i> - <i>ANERSOL shall hire 3 full time consultants: one environmental specialist, one social development specialist, and one Gender specialist in the PIU.</i> - <i>The GBV Specialists recruited as part of NIGELEC and ANPER will concurrently provide technical support to the Gender Specialist recruited as part of the ANERSOL.</i> 	<p>Ministry of Petroleum, Energy and Renewable Energies PIUs (NIGELEC, ANPER, ANERSOL)</p>
<p>1.2</p>	<p>ENVIRONMENTAL AND SOCIAL ASSESSMENT</p> <p>a. An Environmental and Social Management Framework (ESMF) was prepared, consulted upon and shall be disclosed and adopted by the Recipient before Project appraisal, and thereafter implemented in a manner acceptable to the Association.</p>	<p>a. <i>The final version of the ESMF shall be disclosed and adopted before Project appraisal and implemented thereafter throughout Project implementation.</i></p> <p>b. <i>Assessment shall be conducted before the carrying out of the relevant Project activities. Site-specific ESIA/ESMPs shall be prepared, disclosed, consulted and adopted before the</i></p>	<p>PIUs (NIGELEC, ANPER, ANERSOL)</p>

	Material Measures and Actions	Timeframe	Responsible Authority / Entity
	<p>b. Screen any proposed Project activity in accordance with the ESMF adopted for the Project, and, thereafter, cause each PIU under each PIE (NIGELEC, ANPER, ANERSOL) to prepare, consult, adopt, disclose, and thereafter implement site-specific Environmental and Social Impact Assessments (ESIAs), and Environmental and Social Management Plans (ESMPs), as set out in the ESMF, as required, in a manner acceptable to the Association.</p>	<p><i>carrying out of the relevant Project activities, and thereafter implemented throughout the carrying out of such activities.</i></p>	
<p>1.3</p>	<p>MANAGEMENT TOOLS AND INSTRUMENTS</p> <p>a. The Recipient has prepared and shall finalize, disclose, consult upon, and adopt before Project appraisal the following documents:</p> <ul style="list-style-type: none"> - The Environmental and Social Management Framework (ESMF) including the SEA/SH Action Plan and shall subsequently screen any proposed subproject in accordance with the ESMF - The ESIA/ESMP related to the transmission line - The Resettlement Policy Framework (RPF) - The Stakeholder Engagement Plan (SEP) including the Grievance Mechanism (GM) - The Labor Management Procedures (LMP) (including codes of conduct) <p>b. The NIGELEC PIU already prepared a security risk assessment to identify the potential security risks for</p>	<p>a. <i>To be disclosed, consulted upon, and adopted before Project appraisal: ESMF, ESIA/ESMP related to the transmission line, LMP, RPF, SEP.</i></p> <p>b. <i>To be disclosed (a summary only), consulted upon, and adopted before the Effective Date: SMP</i></p> <p>c. Site-specific ESIAs, ESMPs, RAPs to be prepared, disclosed, consulted and adopted before the carrying out of the relevant Project activities, and thereafter implemented throughout the carrying out of such activities</p> <p>d. Site-specific Biodiversity Management and Hazardous Waste Management shall be, prepared as necessary, disclosed,</p>	<p>NIGELEC PIU</p>

	Material Measures and Actions	Timeframe	Responsible Authority / Entity
	<p>workers, Project assets, and activities. The Recipient shall also prepare, disclose a summary, consult upon, and adopt before the Effective Date:</p> <ul style="list-style-type: none"> - The Security Management Plan (SMP) <p>c. Prepare, disclose, consult upon, adopt and implement site-specific ESIA/ESMPs and Resettlement Action Plans (RAPs) for the respective Project activities in accordance with the ESSs and the ESMF and RPF. The Environmental and Social Management Plan (ESMP) related to the Environmental and Social Impact Assessments (ESIA) of the transmission line includes (i) an assessment of the Project risks, including risks of SEA /SH, to ensure that individuals or groups of individuals who, due to their particular situation, may be disadvantaged or vulnerable, have access to the benefits resulting from the Project in terms of development; (ii) an assessment of potential threats, vulnerabilities, risks, and contextual factors that could cause or exacerbate human security risks for Project beneficiaries, assets, and personnel.</p> <p>d. Prepare, disclose, consult upon, adopt and implement, if and as needed, site-specific Biodiversity Management and Hazardous Waste Management Plans.</p>	<p>consulted upon, and adopted prior to the commencement of any relevant Project activities requiring these measures.</p> <p><i>These instruments shall be implemented throughout the Project implementation.</i></p>	NIGELEC PIU
1.4	<p>MANAGEMENT OF SUPPLIERS AND CONTRACTORS</p> <p>a. The Recipient shall incorporate the relevant aspects of the Environmental and Social Commitment Plan (ESCP), including relevant E&S instruments, the Environmental</p>	<p>a. Prior to the launching of the procurement procedure and during preparation of tender documents for the Project's</p>	PIUs (NIGELEC, ANPER, ANERSOL)

	Material Measures and Actions	Timeframe	Responsible Authority / Entity
	<p>and Social Standard (ESS) 2 requirements as reflected in the Labor Management Procedures (LMP), requirements for codes of conduct, the prohibitions on SEA/SH, child labor and forced labor, and duty of care requirements for insecure environments (consistent with the SMP) into the ESHS specifications of the tender documents and contracts with the contractors and supervising entities. The Recipient shall ensure that the contractors and supervising entities comply with the ESHS specifications of their respective contracts throughout the Project implementation.</p> <p>b. The Recipient shall ensure that all tender documents and contracts shall oblige suppliers/contractors and sub-contractors to comply with the abovementioned management tools and instruments.</p> <p>c. The Recipient shall ensure that all tender documents, works contracts or contracts for services other than consulting services within the framework of the Project shall oblige suppliers/contractors, subcontractors or consultants to adopt a code of conduct that shall be given to all workers for signature.</p>	<p>activities and then, supervise suppliers and contractors throughout the completion of these activities.</p> <p>b. <i>Prior to signing contracts with companies/contractors</i></p> <p>c. <i>These measures shall be implemented prior to the start of the civil works by the Contractors. Once approved, the measures shall be implemented throughout Project implementation. Supervise main contractors, suppliers and their sub-contractors throughout Project implementation</i></p>	Suppliers and contractors
1.5	CONTINGENT EMERGENCY RESPONSE COMPONENT - CERC	a. The adoption of the CERC Operations Manual in form and substance acceptable to the Association is a withdrawal condition under Section III.B(d) of Schedule 2 of the Financing Agreement for the Project.	PIUs (NIGELEC, ANPER, ANERSOL)

	Material Measures and Actions	Timeframe	Responsible Authority / Entity
	<p>a. Ensure that the CERC Operations Manual as specified in the Financing Agreement includes a description of the ESHS assessment and management arrangements including the ESMF Addendum for the implementation of the CERC component, in accordance with the ESSs. The Recipient shall prepare the ESMF Addendum to cover the CERC activities when preparing the CERC Operations Manual. The CERC ESMF Addendum shall be approved by the Association.</p> <p>b. In the event of a crisis leading to the activation of the Project's CERC component, the Recipient shall prepare, consult, adopt, and disclose any E&S instruments which may be required for activities under the CERC component in accordance with the CERC Operations Manual and the CERC ESMF Addendum and the ESSs, and thereafter implement the measures and actions required under said E&S instruments, within the timeframes specified in said E&S instruments.</p>	<p>b. Submit the respective E&S instrument for the Association's prior review and approval and, adopt it before launching the respective bidding process, and in any case, before the carrying out of the relevant Project activities for which the E&S instrument is required. Implement the E&S instruments in accordance with their terms, throughout Project implementation.</p>	
1.6	THIRD PARTY MONITORING	<p>Upon the start of the Project's activities, an agreement will be signed between the recipient and TPM describing responsibilities, duration and expected outputs. The request for activation of Third-Party use shall be initiated by the Recipient after consulting with and obtaining the Association's Non-Objection.</p>	<p>PIUs (NIGELEC, ANPER, ANERSOL)</p>

	Material Measures and Actions	Timeframe	Responsible Authority / Entity
	<p>If TPM is necessary, depending on their mission and area of expertise, TPM shall ensure compliance with the provisions set out in this ESCP and shall support the implementation of agreed social and environmental risk mitigation measures and actions, in accordance with ESSs and in a manner acceptable to the Association. An Agreement shall be signed between the recipient and TPM describing responsibilities, duration and expected outputs, in accordance with ESSs and in a manner acceptable to the Association. TPM missions, if contracted, shall include a specialist, with terms of reference, qualifications and experience acceptable to the Association, to assess the quality and relevance of the implementation of the mitigation measures and responses to SEA/SH risks, included in the Project’s ESMF and ESMP.</p>		
1.7	<p>TECHNICAL ASSISTANCE Ensure that the consultancies, studies, capacity building, training, and any other technical assistance activities under the Project, including, inter alia, feasibility studies relating to distribution and transmission networks, mini grids, off-grid solar systems, electrification master plans, generation and transmission plans, institutional and regulatory studies, are carried out in accordance with terms of reference acceptable to the Association, that incorporate the relevant requirements of the ESSs.</p>	Throughout the Project implementation	PIUs (NIGELEC, ANPER, ANERSOL)

	Material Measures and Actions	Timeframe	Responsible Authority / Entity
ESS 2: LABOR AND WORKING CONDITIONS			
2.1	<p>LABOR MANAGEMENT PROCEDURES</p> <p>a. The Recipient shall prepare, consult upon, adopt, disclose and thereafter implement Labor Management Procedures (LMP) in accordance with applicable national law and the requirements of ESS2;</p> <p>b. The Recipient shall cause contractors to prepare, consult upon, adopt, disclose and thereafter implement labor management plans specific to each site within the scope of the contractors' ESMP (C-ESMP) and based on the Project LMP, in accordance with ESS2.</p>	<p>a. <i>The Labor Management Procedures (LMP) shall be prepared, consulted upon, and disclosed, before Project appraisal and, once approved, the LMP shall be adopted and implemented throughout Project implementation.</i></p> <p>b. <i>Before the workers start working for the contractors and subcontractors and throughout the Project implementation.</i></p>	<p>PIUs (NIGELEC, ANPER, ANERSOL) Suppliers and contractors</p>
2.2	<p>GRIEVANCE MECHANISM FOR PROJECT WORKERS</p> <p>The Recipient shall ensure that GM for Project workers are established and maintained including GM arrangements by Project contractors and subcontractors, for any Project-related labor and employment matters, to address the relevant disputes, as described in the LMP and in accordance with ESS 2.</p>	<p><i>Shall be operational prior to the recruitment of any Project workers and to be maintained and implemented throughout Project implementation period</i></p>	<p>PIUs (NIGELEC, ANPER, ANERSOL) Suppliers and contractors</p>
2.3	<p>OCCUPATIONAL HEALTH AND SAFETY MEASURES (OHS)</p> <p>The Recipient shall adopt OHS measures as reflected in the Project ESMF, LMP, site-specific ESMPs and contractors' labor management plans, all in accordance</p>	<p><i>Before the start of civil works.</i></p> <p><i>Before publishing the notice of expression of interest or suppliers/providers (integration of OHS measures).</i></p> <p><i>Throughout the implementation of the Project</i></p>	<p>PIUs (NIGELEC, ANPER, ANERSOL) Suppliers and contractors</p>

	Material Measures and Actions	Timeframe	Responsible Authority / Entity
	<p>with the requirements of ESS2 and in a manner acceptable to the Association.</p> <p>The Recipient undertakes to implement and incorporate in the tender documents, the Terms of Reference and contracts of the Project's suppliers/providers, the clauses relating to OHS specified in the project's ESMF, LMP and any other OHS measures recommended by the sub-project's ESMP. The Recipient shall ensure that the Project's enterprises/suppliers comply with these OHS measures.</p>		
ESS 3: RATIONAL USE OF RESOURCES AND POLLUTION PREVENTION AND MANAGEMENT			
3.1	<p>MANAGEMENT OF WASTE AND HAZARDOUS MATERIALS</p> <p>a. The Recipient shall prepare, disclose, consult upon, adopt and thereafter implement the Hazardous Waste Management Plan (HWMP) for the Project including those activities involving PCBs and solar panels.</p> <p>b. The Recipient shall ensure that Project contractors, suppliers / providers develop and implement a HWMP for civil works, as part of their C-ESMP, in accordance with ESS3 requirements and in a manner acceptable to the Association.</p>	<p>a. <i>Before the start of construction works and application of these measures during the entire Project implementation period</i></p> <p>b. <i>Before the start of works.</i></p>	<p>PIUs (NIGELEC, ANPER, ANERSOL)</p>
3.2	<p>RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT</p>	<p><i>Same timeline as for the preparation, adoption, and implementation of the site-specific ESMPs</i></p>	<p>PIUs (NIGELEC, ANPER, ANERSOL)</p>

	Material Measures and Actions	Timeframe	Responsible Authority / Entity
	<p>The Recipient shall adopt and implement and shall ensure that Project contractors adopt and implement adequate measures for the resource efficiency and pollution prevention and management, in accordance with ESS3 requirements and in a manner acceptable to the Association.</p> <p><i>These measures shall be reflected in the site-specific ESIA/ESMPs and in C-ESMPs as relevant.</i></p>		<i>Suppliers and contractors</i>
ESS 4: COMMUNITY HEALTH AND SAFETY			
4.1	<p>TRAFFIC AND ROAD SAFETY</p> <p>The Recipient shall ensure that Project contractors prepare, disclose, consult upon, adopt and thereafter implement Traffic and Road Safety Plans, in particular a plan of routes for the passage of site machinery and equipment, as required in the ESIA/ESMP in accordance with the requirements of ESS4.</p>	<i>Same timeline as for the preparation, adoption, and implementation of the site-specific ESMPs.</i>	<p>PIUs (NIGELEC, ANPER, ANERSOL)</p> <p><i>Suppliers and contractors</i></p>
4.2	<p>MANAGEMENT OF COMMUNITY HEALTH AND SAFETY RISKS AND SECURITY RISKS</p> <p>The Recipient shall assess Project risks and impacts on the health and safety of the affected communities and adopt measures to address these risks and impacts to be reflected in the Project’s ESMF and subsequent site-specific ESIA/ESMPs, in accordance with ESS4 requirements and in a manner acceptable to the Association.</p>	<p><i>Same timeline as for the preparation and implementation of the site-specific ESMPs</i></p> <p><i>SRA shall be prepared by Project appraisal.</i></p> <p><i>SMP shall be prepared, consulted upon, and adopted by the Effective Date and implemented throughout the Project implementation.</i></p>	<p>PIUs (NIGELEC, ANPER, ANERSOL)</p> <p><i>Suppliers and contractors</i></p>

	Material Measures and Actions	Timeframe	Responsible Authority / Entity
	<p>Since the Project is expected to operate in highly insecure environments, a Security Risk Assessment has been prepared by appraisal, and a Security Management Plan (SMP) shall be prepared, consulted upon, and adopted by the Effective Date and thereafter implemented in accordance with the requirements of ESS1 and ESS4 and in a manner acceptable to the Association. In addition, human security threats – whether contextual or related to Project activities – and potential mitigating measures shall be covered in the ESIA/ESMPs in accordance with the requirements of ESS1 and ESS4 and in a manner acceptable to the Association.</p> <p>The Recipient shall ensure that Project contractors prepare, disclose, consult upon, adopt and thereafter implement measures and actions as required in the ESIA/ESMPs to assess and manage specific risks and impacts to the community arising from the implementation of the Project activities, including those relating to the presence of Project workers and any risks of labor influx. The Recipient shall also ensure that contractors prepare their own security management plans prior to starting activities and engaging security personnel to manage eventual risks and screen, train, and monitor their personnel accordingly, consistent with the requirements of ESS4.</p>	<p><i>Measures relating to the management of security personnel shall be adopted as part of the Project SMP and in any event, prior to engaging security personnel, and thereafter implemented throughout Project implementation.</i></p>	

	Material Measures and Actions	Timeframe	Responsible Authority / Entity
	<p>The use of security forces is not envisaged in the Project, but, should this aspect change, the Recipient shall adopt and implement necessary risk prevention and mitigation measures (including relating to screening, training, codes of conduct, equipping and monitoring of such security personnel) to minimize risks for beneficiaries and communities, including risks of SEA/SH, all guided by the principles of proportionality and GIIP, and by applicable law, in relation to hiring, rules of conduct, training, equipping, and monitoring of such personnel, in accordance with the requirements of ESS4 and in a manner acceptable to the Association.</p> <ul style="list-style-type: none"> - The Recipient shall adopt and implement standards, protocols and codes of conduct for the selection and assignment of security personnel and screen such personnel to verify that they have not engaged in past unlawful or abusive behavior, including SEA/SH or excessive use of force; any individuals who have perpetrated abuses in the past shall be excluded from the Project. - The Recipient shall ensure that such personnel is adequately instructed and trained, prior to deployment and on a regular basis, on the use of force and appropriate conduct as set out in the Security Management Plan. 		

	Material Measures and Actions	Timeframe	Responsible Authority / Entity
	<p>- The Recipient shall also ensure that any concerns or grievances regarding the conduct of security personnel are received, monitored, and documented (taking into account the need to protect confidentiality) by the Project's grievance mechanism (see action 10.2 below), which shall facilitate its resolution, in accordance with ESS4 and ESS10.</p> <p>- The Recipient shall ensure that no activities can commence prior to having these measures in place and implemented in a manner acceptable to the Association.</p>		
4.3	<p>GENDER-BASED VIOLENCE AND SEXUAL EXPLOITATION AND ABUSE RISKS</p> <p>The Recipient shall assess the SEA/SH risks including on children and develop, consult upon, adopt, and thereafter implement a response action plan (as part of the ESMF) including measures to assess and manage the SEA/SH risks, in accordance with ESS4 requirements and in a manner acceptable to the Association. A mapping of the stakeholders and service providers involved in this field as well as an assessment of their operability, shall be carried out. This plan shall include, among others, training on the risks of SEA / SH for the workers, local communities, in particular the Project's beneficiaries. The Project GM shall also include the capacity to receive Project-related SEA/SH complaints and this GM shall be equipped to receive, register, and address SEA/SH complaints in a safe, confidential and survivor-centered manner, including</p>	<p>The preparation, adoption, and implementation of the action plan shall be done in accordance with the ESMF timeframe. Measures shall be implemented throughout the implementation of the Project.</p> <p>The mapping shall be done as part of the SEA/SH risk assessment.</p>	<p>PIUs (NIGELEC, ANPER, ANERSOL) <i>Suppliers and contractors</i></p>

	Material Measures and Actions	Timeframe	Responsible Authority / Entity
	through the referral of survivors to relevant GBV service providers for SEA/SH cases.		
ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT			
5.1	<p>RESETTLEMENT POLICY FRAMEWORK AND RESETTLEMENT ACTION PLANS</p> <p>a. The Recipient shall prepare, disclose, consult upon, adopt, and thereafter implement a Resettlement Policy Framework (RPF) to guide the preparation of the eventual resettlement action plans (RAP) consistent with ESS 5 requirements and in a manner acceptable to the Association.</p> <p>b. Prepare, disclose, consult upon, adopt, and implement site-specific Resettlement Action Plans (RAPs), as set out in the RPF and consistent with ESS5. All RAPs, including the implementation budget and the assistance for the resettlement and livelihood restoration to Project-Affected Persons (PAP) shall be developed with the participation of the Project affected persons consistent with ESS5. All RAPs shall be approved by the Association and disseminated at the national level and disclosed on the Association’s and Recipient’s websites. RAPs shall be fully implemented prior to any land taking from PAPs and prior to commencing Project activities to which the RAP relates.</p>	<p>a. <i>Prepare and submit the RPF for the Association’s prior review and approval, adopt, and disclose the RPF before Project Appraisal and implement it thereafter throughout Project implementation.</i></p> <p>b. <i>Prepare and submit RAPs for the Association’s prior review and approval, adopt, and disclose the respective RAP, and once adopted, implement the respective RAP, prior to commencing Project activities to which the RAP relates.</i></p>	<p>PIUs (NIGELEC, ANPER, ANERSOL)</p>
5.2	MONITORING AND REPORTING	<i>Before the start of civil works.</i>	

	Material Measures and Actions	Timeframe	Responsible Authority / Entity
	The Recipient shall ensure the development of a report for monitoring land acquisition and resettlement activities and separate reports included in the period reporting on land acquisition and resettlement activities. These reports shall be submitted to the Association for approval before the start of works.		PIUs (NIGELEC, ANPER, ANERSOL)
5.3	GRIEVANCE MECHANISM The Grievance Mechanism (GM) linked to the land acquisition and involuntary resettlement shall be included in the RPF and the SEP and address related complaints in accordance with ESS5 and ESS10 requirements.	<i>The GM shall be operational before start of the project activities.</i>	PIUs (NIGELEC, ANPER, ANERSOL)
ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES			
6.1	BIODIVERSITY RISKS AND IMPACTS The Recipient shall adopt and implement the biodiversity management measures set out in the ESMF and the site-specific E&S instruments such as ESIA, ESMPs, and biodiversity management plans (as needed), all in accordance with ESS6 requirements and in a manner acceptable to the Association. Specific E&S instruments shall be submitted to the Association for approval before launching the suppliers/providers consultation documents.	<i>Timeframe for the preparation, disclosure, and adoption of site-specific plans in accordance with the timeframes laid out in Section 1.3</i> <i>Implementation of the measures throughout Project implementation</i>	PIUs (NIGELEC, ANPER, ANERSOL)
ESS 7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES			
	NOT APPLICABLE		

	Material Measures and Actions	Timeframe	Responsible Authority / Entity
ESS 8: CULTURAL HERITAGE			
8.1	<p>CHANCE FINDS</p> <p>a. The Recipient shall prepare, adopt, and implement the chance finds procedure described in the ESMF developed for the Project;</p> <p>b. The Recipient shall ensure that future ESIA/ ESMPs include an assessment of cultural heritage sites in the sub-project area;</p> <p>c. Clauses on these chance finds shall be included in all works contracts, even in cases where the probability is very low; all in accordance with ESS8 requirements and in a manner acceptable to the Association</p>	<p>a. <i>The same timeframe for the ESMF to be prepared, disclosed, consulted upon, and adopted.</i></p> <p>b. <i>During the preparation and adoption of site-specific ESIA/ESMPs and prior to the implementation of the sub-projects</i></p> <p>c. <i>During the preparation of the tender documents and works contracts</i></p> <p><i>All measures shall be implemented throughout the Project implementation.</i></p>	<p>PIUs (NIGELEC, ANPER, ANERSOL)</p>
ESS 9: FINANCIAL INTERMEDIARIES:			
9.1	NOT APPLICABLE		
ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE			
10.1	<p>SEP PREPARATION AND IMPLEMENTATION</p> <p>The Recipient shall finalize, disclose, consult upon, adopt and implement the Stakeholder Engagement Plan (SEP) consistent with ESS10, which shall include measures to, inter alia, provide stakeholders with timely, relevant, understandable and accessible information, and consult with them in a culturally appropriate manner, which is</p>	<p><i>The SEP shall be finalized, disclosed, consulted upon, and adopted before Project appraisal and shall be implemented throughout the implementation of the Project.</i></p> <p><i>Any subsequent updates to this SEP shall be submitted to the Association for approval before implementation. Once approved, the SEP is to be implemented throughout the Project implementation.</i></p>	<p>PIUs (NIGELEC, ANPER, ANERSOL)</p>

	Material Measures and Actions	Timeframe	Responsible Authority / Entity
	<p>free of manipulation, interference, coercion, discrimination and intimidation.</p> <p>The SEP shall be updated and re-disclosed throughout the Project implementation, as needed.</p>		
10.2	<p>PROJECT GRIEVANCE MECHANISM:</p> <p>a. Establish, publicize, maintain, and operate an accessible grievance mechanism, (GM) as set out in the SEP, to receive and facilitate resolution of concerns and grievances in relation to the Project, promptly and 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. This mechanism shall address SEA / SH-related complaints in a timely manner (latest within 72 hours), confidential and ethical manner with no discrimination, and with a survivor centered approach.</p> <p>b. This Grievance Mechanism shall be supported by a communication plan to ensure that potential local PAP's and communities are aware of its existence and are familiar with the process for submitting grievances to and the process of handling of grievances by the GM.</p>	<p>a. <i>The GM shall be prepared and made operational not later than 3 months after the Effective Date and thereafter maintained throughout the implementation of the Project.</i></p> <p>b. <i>Communication plan shall be available within six (6) months after the Project Effective Date.</i></p>	<p>PIUs (NIGELEC, ANPER, ANERSOL)</p>

CAPACITY SUPPORT (TRAINING)			
	Specify Training to be provided	Targeted group	Training session timeframes
RC1	<p>Health and safety at work</p> <p>Project workers shall be trained on health and safety at work, including on the prevention of emergencies, and how to prepare for and respond to such situation as well as risks related to use of security personnel, COVID-19; STDs and HIV/AIDS</p>	<p>Project’s workers as well as workers on the site, companies/supervising entities (Prior to the works on the site)</p>	<p>During the implementation of the Project</p>
RC2	<p>The Association’s Environmental and Social Framework (ESF)</p> <p>Identification and engagement of stakeholders</p> <p>Environmental and Social Commitment Plan (ESCP),</p> <p>Content of the Stakeholder Engagement Plan (SEP)</p>	<p>PIUs, the Ministry agents, NIGELEC personnel.</p> <p>(to take place at regular intervals after project start with regular recycling)</p>	<p>During the preparation and implementation of project</p>
RC3	<p>Environmental and Social Module</p> <p>The environmental and social national law, the law determining the fundamental principles for Environmental Assessment in Niger and its implementing decree.</p> <p>Knowledge of the procedures for organizing and conducting Environmental and Social Impact Assessments (ESIA), security risk analysis, Knowledge of the social policies, procedures, and legislation in Niger</p> <p>Knowledge of ESIA, Environmental and Social Management Plans (ESMP) and RAP implementation monitoring process etc.</p> <p>Monitoring of the environmental and social factors and reporting</p>	<p>The beneficiaries/local communities/local authorities/NGOs</p>	<p>During the implementation of the Project</p>

CAPACITY SUPPORT (TRAINING)			
	Specify Training to be provided	Targeted group	Training session timeframes
RC4	Environmental and social screening process and tools and provisions for the application of the recommended effective management measures of environmental, social, and security risks and impacts during the implementation of sub-projects	The beneficiaries/local communities/local authorities/NGOs	During the implementation of the Project
RC5	Labor and working conditions Module Terms of conditions of employment according to the national Labor Law and the Codes of conduct for the suppliers, contractors and sub-contractors Workers' Organizations and Unions Child labor and minimum age employment rules.	Suppliers/Contractors/Sub-contractors.	During the implementation of the Project
RC6	SEA/SH Grievance Redress Mechanism Module Grievance registration and processing procedure, filing Grievance redress procedures Documenting and processing grievances Use of the procedure by the different actors Raising awareness of the population Raising awareness of the population and measures to prevent and mitigate GBV/SEA/SH risks	Suppliers/Sub-contractors	During the implementation of the Project
RC7	Training on the Hazardous Waste Management Plan (HWMP). Assessment and management of the adverse risks and impacts linked to the use of electrical equipment Application of the recommended measures set out in the approved HWMP.	The beneficiaries/local communities/ local authorities/NGOs	During the implementation of the Project

CAPACITY SUPPORT (TRAINING)			
	Specify Training to be provided	Targeted group	Training session timeframes
	Proper use of the personal protective equipment;		