

# Islamic Republic of Mauritania



Ministry of Employment, Youth, and Sports

## Mauritania Youth Employability Project

### ENVIRONMENTAL and SOCIAL COMMITMENT PLAN (ESCP)

**Negotiations Version**

**May 17<sup>th</sup> 2021**

## ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

1. The Government of the Islamic Republic of Mauritania (hereinafter the **Recipient**) shall implement the Mauritania Youth Employability Project (the **Project**), under the leadership of the Ministry of Employment, Youth and Sports, with the involvement of the National Agency for Employment (*l'Agence Nationale de l'Emploi, ANE*), the National Institute for the Promotion of Technical and Vocational Training (*l'Institut national pour la promotion de la formation technique et professionnelle, INAP-FTP*), which sits under the Ministry of Employment, Vocational Training, and Information Communication Technologies. 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 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 E&S documents required under the ESF and referred to in this ESCP, such as Environmental and Social Management Plans (ESMP) and Stakeholder Engagement Plans (SEP), 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 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 the material measures and actions throughout implementation of the Project.
6. As agreed by the Association 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 shall agree to the changes with the Association and shall update the ESCP to reflect such changes. Agreement on changes to the ESCP shall be documented through the exchange of letters signed between the Association and the Recipient. The Recipient 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, which may include risks and effects relevant to the Project, such as environmental, health and safety effects; labor inflows; risks of social conflicts in the event of non-local employment or non-compliance with the rules and regulations ; risks to the health and safety of populations (sexual exploitation, abuse and harassment, among the beneficiary populations, etc.) ; and risks related to child labour.

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
<b>MONITORING AND REPORTING</b>			
A	<p><b>REGULAR REPORTING</b></p> <p>Prepare and submit, environmental monitoring reports and social indicating the status of compliance with the measures presented in the ESCP, particularly regarding the preparation and implementation of the environmental and social management tools and instruments referred to in section 1.3 below.</p>	<p><i>Biannual reports, during the Project's activities and throughout Project implementation</i></p>	PTCU
B	<p><b>INCIDENTS AND ACCIDENTS</b></p> <p>The Recipient shall immediately report to the Association any incident or project-related accident affecting the Project in the Recipient's territory which has, or is likely to have, an adverse effect on the environment, affected communities, the public or workers, including risks covered in the environmental and social assessment. This may include fatal accidents relating to the Project activities or any allegation of sexual exploitation and abuse and sexual harassment (SEA/SH).</p> <p>The Recipient shall provide sufficient details of the incident or accident, indicating the immediate action taken to address it, and shall include information from any supplier/ service provider or supervising entity, as required.</p> <p>Subsequently, in accordance with any request made by the Association, the Recipient shall prepare a report on the incident or accident and propose measures to prevent its recurrence.</p>	<p><i>Immediately and 48 hours later, after becoming aware of such incidents or accidents.</i></p> <p><i>Throughout Project implementation.</i></p>	PTCU
<b>ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS</b>			
1.1	<p><b>ORGANIZATIONAL STRUCTURE</b></p> <p>As part of the Project, the Recipient shall create and maintain a Project Steering Committee for coordinating the Project activities, in which the Ministry for the Environment shall be represented.</p> <p>There shall be a gender and social safeguards specialist recruited for this project, whose qualifications, experience and terms of reference shall be satisfactory to the Association.</p>	<p><i>One month after project effectiveness and throughout project implementation</i></p> <p><i>The Gender and Social Safeguards specialist was recruited. The appointment was effective on April 7<sup>th</sup>, 2021</i></p>	PTCU

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
1.2	<p><b>ENVIRONMENTAL AND SOCIAL ASSESSMENT</b></p> <p>Update, adopt, disclose and implement the Environmental and Social Management Plan (ESMP), which was prepared for the Project in a manner acceptable to the Association. Moreover, the Recipient shall prepare a Project Operational Manual (or manual procedures) with an "Environmental and Social Safeguard Measures" section</p>	<p><i>ESMF was disclosed and adopted on January 10th, 2020</i></p> <p><i>ESMP was disclosed and adopted on May 10th, 2020</i></p> <p><i>The POM was prepared and adopted on May 5<sup>th</sup>, 2021.</i></p> <p><i>These instruments shall be implemented throughout the project duration.</i></p>	PTCU
1.3	<p><b>MANAGEMENT TOOLS AND INSTRUMENTS</b></p> <p>The Recipient shall ensure that, through the Project Coordination, any activity that may generate environmental and social risks should be subject in accordance with environmental and social standards of the World Bank to implement appropriate measures and mitigation instruments and adequate. To this end, the Recipient shall develop, update, adopt, and implement the following tools and instruments of assessment and management (management and planning) risk:</p> <ul style="list-style-type: none"> <li>• SEA/SH risk assessment and action plan</li> <li>• Labor management procedures</li> <li>• Stakeholder Engagement Plan</li> <li>• Internship manual which shall include terms and conditions of internship (including vouchers/cash transfers/grants), non-discriminatory provisions, transparent and enforceable selection criteria, exclusion of child and forced labour, minimum age for eligibility, GM, trainee health and safety and access to any related training</li> </ul>	<p><i>LMP and SEP was disclosed and adopted on May 10th, 2020</i></p> <p><i>The SEA/SH Action Plan shall be prepared, approved, and disclosed nine (9) months after effectiveness and implemented during the implementation of the project</i></p> <p><i>Internship Manual shall be prepared, approved, and disclosed before the commencement of project activities</i></p> <p><i>These instruments shall be implemented throughout the project duration.</i></p>	PTCU INAP-FTP Taazour

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
<p>1.4 <b>MANAGEMENT OF CONTRACTORS</b></p> <p>The Recipient through the PTCU of the project shall (i) ensure that contractors hired (NGOs, other structures) and their subcontractors are legally established reliable entities, and that they have the competence to perform the required activities, including ; (ii) integrating relevant aspects of the ESCP into the TORs/ bidding documents and contracts, ensuring they are adhered to, and including provisions for non-compliance; (iii) monitoring compliance by contractors of their contractual obligations; (iv) requiring contractors to set out equivalent arrangements with their subcontractors and (vii) requiring contractors to implement the relevant section of the internship manual, related to any interaction with trainees.</p> <p>The Recipient shall require the need to develop and implement the following procedures for contractors and subcontractors:</p> <ul style="list-style-type: none"> <li>• ESMP</li> <li>• Social commitments on child labor</li> <li>• SEA/SH and other elements that shall be identified in the SEA/SH risk assessment and action plan</li> </ul> <p>The Recipient shall ensure that all markets and contracts require suppliers/ service providers and subcontractors to comply with the management tools and instruments referred to above.</p>	<p><i>Before signing the contract with the supplier/ service providers and throughout project implementation</i></p>	<p>PTCU</p>
<p>1.5 <b>CONTINGENT EMERGENCY RESPONSE COMPONENT - CERC</b></p> <p>The Recipient shall prepare the Environmental and Social Management Framework (ESMF) Addendum to cover the CERC activities when preparing the CERC Operations Manual, satisfactory to the Association. In the event of a crisis leading to the activation of the Project’s contingent Emergency Response Component, the Recipient shall prepare the necessary instruments and measures before undertaking emergency response activities, in order to ensure compliance with the Project’s E&amp;S requirements and the Codes of Conduct, prohibitions on SEA/SH, forced labor and child labor.</p>	<p><i>During the preparation of the CERC Manual.</i></p> <p><i>Before the start of the emergency response activities. The request for the activation of the CERC shall come from the Recipient with no prior objection from the Association.</i></p>	<p>PTCU</p>
<p><b>ESS 2: LABOR AND WORKING CONDITIONS</b></p>		

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
2.1	<p><b>LABOR MANAGEMENT PROCEDURES</b></p> <p>Perform, adopt and implement the labor management procedures (LMP) prepared for the PTCU and any hired worker. The PTCU shall include a code of conduct and/ or integrate national laws/ regulations in accordance with the requirements and as permitted by ESS 2.</p>	<i>LMP adopted prior to hiring of Project workers and implemented throughout Project implementation</i>	PTCU
2.1.2	The Recipient shall ensure the signing of contracts with Direct Workers and Contractual Workers in compliance with ESS 2.	<i>Prior to any workers commencing work for suppliers/ contracts and subcontractors, then throughout project implementation.</i>	PTCU for the signing of contracts with Direct and Contract workers  Suppliers/ services providers for any contracts signed with their workers
2.2	<p><b>GRIEVANCE MECHANISM FOR PROJECT WORKERS</b></p> <p>The Recipient shall ensure that the project and its suppliers/ potential suppliers develop a grievance mechanism specific to labor management procedures and ensure that it complies with ESS 2.</p>	<i>Before the start of activities and throughout project implementation</i>	PTCU
2.3	<p><b>OCCUPATIONAL HEALTH AND SAFETY (OHS) MEASURES</b></p> <p>The Recipient shall ensure that suppliers/ service providers develop and implement a plan for occupational health and safety (OHS) or include clauses on health and safety at work in their contracts.</p>	<i>Throughout project implementation</i>	Suppliers/ service providers
<b>ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT</b>			
<i>Not relevant for the Mauritania Youth Employability Project</i>			
<b>ESS 4: COMMUNITY HEALTH AND SAFETY</b>			

<p>4.3</p>	<p><b>GBV AND SEA RISKS</b></p> <p>An SEA/SH risk assessment and an action plan shall be prepared, adopted and implemented during the implementation of the project.</p> <p>The Recipient shall indicate the amount of additional funds for the implementation of measures to deal with the risks and effects of SEA/SH and sexual exploitation and abuse that might arise during the implementation of the Project.</p> <p>The SEA/SH Action Plan shall be executed and updated as necessary depending on the changing conditions on the ground within the sub-projects.</p> <p>The Recipient shall ensure that all bidding documents, works contracts or contracts for services other than consulting services in the Project require suppliers / service providers, contractors or consultants to adopt a code of conduct that shall be presented for signature to all workers.</p>	<p><i>ToRs of the SEA/SH risk assessment and preparation of the action plan were prepared and approved on May 6<sup>th</sup>, 2021.</i></p> <p><i>The SEA/SH Action Plan shall be prepared, approved, and disclosed nine (9) months after effectiveness and implemented during the implementation of the project</i></p> <p><i>Throughout project implementation</i></p> <p><i>Updating the SEA/SH action plan, as needed</i></p> <p><i>The codes of conduct be signed by service providers and direct workers and their training will be provided before the start of Project activities.</i></p>	<p>PTCU</p>
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**ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT**

*Not relevant for the Mauritania Youth Employability Project*

**ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES**

*Not relevant for the Mauritania Youth Employability Project*

**ESS 7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES**

*Not relevant for the Mauritania Youth Employability Project*

**ESS 8: CULTURAL HERITAGE**

*Not relevant for the Mauritania Youth Employability Project*

**ESS 9: FINANCIAL INTERMEDIARIES**

Not relevant for the Mauritania Youth Employability Project

**ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE**

10.1	<p><b>STAKEHOLDER ENGAGEMENT PLAN PREPARATION AND IMPLEMENTATION</b></p> <p>The Recipient shall prepare, consult, adopt and disclose a Stakeholder Engagement Plan (SEP), in compliance with ESS10.</p>	<p><i>SEP was disclosed and adopted on May 10th, 2020 and will be implemented throughout the implementation of the Project</i></p> <p>The SEP may be modified and updated, as required, during Project implementation.</p>	<p>Project preparation team PTCU</p>
10.2	<p><b>PROJECT GRIEVANCE MECHANISM:</b></p> <p>The Recipient shall develop and implement the terms applicable to the project grievance mechanism. The Recipient will also develop a communication plan for the project grievance mechanism in order to ensure that people and potentially affected communities are aware of the existence of this mechanism and familiar with the process for submitting complaints including those relating to the working conditions for Trainees.</p>	<p><i>Prior to the start of Project activities and throughout project implementation</i></p>	<p>PTCU</p>



CAPACITY SUPPORT (TRAINING)			
	Specific training to ensure	Target groups and schedule	Training period
The Recipient shall develop and implement a group training plan, with the support of partners and the needs identified for capacity building. This training plan will ensure that they are aware of the environmental and social risks relating to the Project, as well as their mitigating measures proposed through the relevant set of tools and instruments. The ESCP presents an initial training plan covered under the capacity support areas below. This plan will be adapted, as required, over the course of project implementation.			
CS1	<b>ESS Management Tools and Instruments Module</b> <ul style="list-style-type: none"> <li>ESS 1: Assessment and management of environmental risks and impacts</li> <li>ESS 2: Labor and working conditions</li> <li>Stakeholder engagement and information disclosure</li> <li>Contents of Environmental and Social Commitment Plan (ESCP)</li> <li>Contents of the Stakeholder Engagement Plan (SEP)</li> </ul>	PTCU Other stakeholders involved with the implementation of the Project	Year 1
CS2	<b>Environmental and Social Assessment Module</b> <ul style="list-style-type: none"> <li>Selection process and environmental and social risk classification of subprojects</li> <li>Procedures for the ESIA's</li> <li>Knowledge of the process of monitoring the implementation of the ESIA's</li> <li>Policies, proceedings and legislation regarding environmental and social risks in Mauritania</li> </ul>	PTCU Other stakeholders involved with the implementation of the Project	Year 1
CS3	<b>Health and Safety Module</b> <ul style="list-style-type: none"> <li>Personal protective equipment</li> <li>Risk management in the workplace</li> <li>Prevention of occupational accidents</li> <li>Health and safety rules</li> <li>Management of solid and liquid waste</li> <li>Preparedness and response to emergencies</li> </ul>	PTCU Other stakeholders involved with the implementation of the Project	Year 1
CS4	<b>SEA/SH Risks Module</b> <ul style="list-style-type: none"> <li>Awareness and prevention/ mitigation of SEA/SH risks</li> <li>Themes, activities, and target audiences will be defined in the SEA/SH Action Plan</li> </ul>	PTCU Other stakeholders involved with the implementation of the Project	Before the start of Project activities and periodically throughout project implementation