

Republic of Indonesia, **Secretariat of the Vice President**
INVESTING IN NUTRITION & EARLY YEARS
PHASE 2 (P180491)

[Draft]
ENVIRONMENTAL AND SOCIAL
COMMITMENT PLAN (ESCP)

April 2023

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

1. The Republic of Indonesia will be implementing the Investing in Nutrition & Early Years (INEY) Phase 2 Program (the Program), with the involvement of the Secretariat of the Vice President (SoVP), Ministry of Home Affairs (MoHA), National Development Planning Agency (Bappenas), Ministry of Villages, Disadvantaged Areas and Transmigration (MoV), National Population and Family Planning Board (BKKBN), and Ministry of Health (MoH) as set out in the Loan Agreement. The International Bank for Reconstruction and Development (the World Bank (hereinafter referred to as the Bank) has agreed to provide financing for the IPF component of the Program (hereinafter referred as to “the Grant”), as set out in the referred agreement(s). The ESCP sets out material measures and actions, any specific documents, or plans, as well as the timing for each of these.
2. The Republic of Indonesia shall ensure that the Ggrant 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 Bank. The ESCP is a part of the Loan 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 Republic of Indonesia 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 Grant, 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 Bank. Once adopted, said E&S instruments may be revised from time to time with prior written agreement by the Bank.
4. As agreed by the Bank and the Republic of Indonesia, this ESCP will be revised from time to time if necessary, during Program implementation, to reflect adaptive management of Program changes and unforeseen circumstances or in response to Program performance. In such circumstances, the Republic of Indonesia through SoVP, MoHA, Bappenas, MoV, BKKBN, and MoH and the Bank agree to update the ESCP to reflect these changes through an exchange of letters signed between the Bank and the Republic of Indonesia [name position of designated official, e.g. minister, director] of [name of the Program Implementing Entity, ministry or agency]. The implementing agency shall promptly disclose the updated ESCP.

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
MONITORING AND REPORTING			
A	<p>REGULAR REPORTING</p> <p>Prepare and submit to the Bank regular monitoring reports on the environmental, social, health and safety (ESHS) performance of the Grant, 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(s).</p>	<p>The first report is due within six months after the Effective Date and then every 6 months throughout the Grant implementation.</p>	<p>Central Project Management Unit (CPMU)</p>
B	<p>INCIDENTS AND ACCIDENTS</p> <p>Promptly notify the Bank of any incident or accident related to the Grant 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), and accidents that result in death, serious or multiple injury and COVID-19 infection clusters. Provide 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 contractor and/or supervising firm, as appropriate.</p> <p>Subsequently, at the Bank’s request, prepare a report on the incident or accident and propose any measures to address it and prevent its recurrence.</p>	<p>Notify and report to the Bank within 48 hours after learning of the incident or accident.</p> <p>Provide subsequent report to the Bank within a timeframe acceptable to the Bank</p>	<p>CPMU; SoVP, MOH, MoV, BKKBN, Bappenas, MoHA</p>
ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS			
1.1	<p>ORGANIZATIONAL STRUCTURE</p> <p>Establish and maintain an organizational structure with qualified staff and resources to support management of environmental and social (E&S) risks. Appoint a qualified E&S Focal Point within the CPMU and within each implementing agency. Describe the organizational structure with roles and responsibilities of the E&S Focal Points in the Project Operation Manual (POM).</p>	<p>E&S focal points in the CPMU and PIUs to be appointed within 60 days following the Grant effectiveness and maintained throughout the Grant implementation.</p>	<p>CPMU; SoVP, MOH, MoV, BKKBN, Bappenas, MoHA</p>
1.2	<p>TECHNICAL ASSISTANCE</p> <p>Ensure that the consultancies, studies, capacity building, training, and any other technical assistance (TA) activities under the Grant are carried out in accordance with terms of references (ToRs) acceptable to the Bank and incorporate the relevant ESSs. Thereafter ensure that the outputs of such activities comply with the terms of reference.</p>	<p>ToRs drafted, approved by the Bank, and adopted by the CPMU and the PIUs prior to procurement of TA activities and maintained throughout the Grant implementation.</p>	<p>CPMU; SoVP, MOH, MoV, BKKBN, Bappenas, MoHA</p>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
ESS 2: LABOR AND WORKING CONDITIONS			
2.1	<p>LABOR MANAGEMENT PROCEDURES</p> <p>Develop, adopt and implement labor and working conditions guidelines consistent with ESS2 as part of the POM including, inter alia, provisions on equal opportunity and non-discrimination in the recruitment of workers, overtime work limits and payment, insurance, occupational health and safety, code of conduct (including prohibitions of sexual exploitation and abuse and sexual harassment, SEA/SH), description of the grievance mechanism to be available to all workers.</p>	Adopt POM, which includes labor and working conditions guidelines acceptable to the Bank, prior to contracting any workers under the Grant. Implement labor and working conditions guidelines throughout the implementation of the Grant.	CPMU; SoVP, MOH, MoV, BKKBN, Bappenas, MoHA
2.2	<p>GRIEVANCE MECHANISM FOR PROJECT WORKERS</p> <p>Establish and operate a grievance mechanism for all workers hired under the Grant, as described in the labor and working conditions guidelines in POM approved by the Bank and consistent with ESS2.</p>	Establish grievance mechanism prior engaging Grant workers and thereafter maintain and operate it throughout the Grant implementation.	CPMU; SoVP, MOH, MoV, BKKBN, Bappenas, MoHA
ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE			
10.1	<p>STAKEHOLDER ENGAGEMENT PLAN PREPARATION AND IMPLEMENTATION</p> <p>Implement meaningful stakeholder engagement as core part of the Grant activities. Specifically:</p> <ul style="list-style-type: none"> • Ensure public disclosure of ToRs for all technical assistance activities to be undertaken under the Grant. • Ensure that draft and final outputs from technical studies to be produces under the grant are publicly disclosed, that there is a publicized mechanism by which any affected or interested party can share feedback on these with the implementing agencies, and that such feedback is considered and responded to. • Proactively seek feedback from national and local stakeholders whose activities are closely linked with implementation of the Program. • Ensure that implementation of the Grant activities is consistent with the guidance and recommendations contained in the Environmental and Social Systems Assessment (ESSA) of the INEY Phase 2 Program, specifically core principles and actions related to information disclosure, stakeholder engagement, and 	Meaningful stakeholder engagement with specific aspects as listed in this ESCP to be implemented throughout the Grant implementation.	CPMU; SoVP, MOH, MoV, BKKBN, Bappenas, MoHA

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
	<p>consultations (core principle 1, line 1.7; core principle 4, line 4.6; and core principle 5, line 5.1 in ESSA)</p> <ul style="list-style-type: none"> Ensure that the POM for grant implementation, to be approved by the Bank, references key principles and actions and responsibilities of the Grant implementing agencies as outline above, and consistent with ESS10. 		
10.2	<p>PROJECT GRIEVANCE MECHANISM Establish, publicize, maintain, and operate an accessible Feedback and Grievance Redress Mechanism (FGRM), to receive and facilitate resolution of concerns and grievances in relation to the Grant, promptly and effectively, in a transparent manner that is culturally appropriate and readily accessible to all Program-affected parties, at no cost and without retribution, including concerns and grievances filed anonymously, in a manner consistent with ESS10.</p>	FGRM operational within 30 days following the Grant effectiveness and maintained throughout the Grant implementation.	CPMU; SoVP, MOH, MoV, BKKBN, Bappenas, MoHA
CAPACITY SUPPORT			
CS1	<p>Training requirements for the PMU/consultants, which may include:</p> <ul style="list-style-type: none"> community health and safety awareness-raising sessions regarding SEA and SH prevention grievance redress mechanism other topics as identified during Program implementation. 	Training and refreshers on annual basis (or more often as required) prior to commencement of Program activities and maintained throughout Program implementation.	SoVP, MOH, MoV, BKKBN, Bappenas, MoHA