

REPUBLIC OF SENEGAL

**Senegal Cadastre and Land Tenure
Improvement Project (P172422)**

**ENVIRONMENTAL AND SOCIAL
COMMITMENT PLAN
(ESCP)**

Appraisal version

May 5, 2021

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

1. The Republic of Senegal (hereinafter "**the Recipient**") shall implement the Senegal Cadastre and Land Tenure Improvement Project (PROCASEF), through the Project Coordination and Formulation Unit (PROCASEF PIU) within the Ministry of Finance and Budget with the involvement of various other ministries, government agencies, municipalities, private sector, and non-governmental organizations. The International Development Association (hereinafter "**the Association**") has agreed to provide financing for the PROCASEF (hereinafter "**the Project**").
2. The Recipient shall carry out material measures and actions in accordance with the Environmental and Social Standards (ESSs). This Environmental and Social Commitment Plan (ESCP) sets out these material measures and actions, any associated documents or plans, and their implementation schedule.
3. The Recipient shall also comply with the provisions of any other Environmental and Social (E&S) instruments required under the Environmental and Social Framework (ESF) and referred to in this ESCP, such as the Environmental and Social Management Framework (ESMF), the Resettlement Policy Framework (RPF), the Social Assessment (SA), the Labor Management Procedures (LMP), the Stakeholder Engagement Plan (SEP), Sexual Exploitation and Abuse (SEA)/Sexual Harassment (SH); as well as other specific instruments as needed, such as site-specific Environmental and Social Impact Assessments (ESIAs), Environmental and Social Management Plans (ESMPs), Resettlement Action Plans (RAPs), and SEA/SH Action Plan, all in a manner acceptable to the Association. The deadlines specified in these E&S instruments shall be monitored and maintained by the Recipient.
4. The Recipient is responsible for compliance with all the requirements of the ESCP, even when the Ministry, agency, or unit referenced in paragraph 1 above conducts the implementation of specific measures and actions.
5. Implementation of the material measures and actions set out in this ESCP shall be monitored and periodically reported to the Association by the Recipient as required by the ESCP and the terms of the legal agreement, and the Association shall monitor and assess progress and completion of these specific measures and actions throughout the 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 the adaptive management of changes or unforeseen situations that may arise under the Project, or in response to an evaluation of the 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 by an exchange of signed letters between the Association and the Recipient. The Recipient shall promptly disclose the updated ESCP.
7. Where Project performance, Project changes or unforeseen circumstances during Project implementation 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 inter alia environmental and social risks and impacts, health, and safety risks and impacts linked to labor influx, risks of natural resource degradation and pollution to the environment, risks of disruption of free movement, risks of social conflicts in particular for highly labor intensive works, risks to the health and safety of populations (including outbreaks of diseases among populations and workers), accidents related to construction site activities, health risks related to poor management of hazardous

waste, loss of land and property, gender-based violence (GBV) and in particular sexual exploitation and abuse and sexual harassment (SEA/SH), and risks related to child labor and forced labor.



MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
MONITORING AND REPORTING			
A	<p>REGULAR REPORTING</p> <p>The Recipient shall develop and submit regular monitoring reports to the Association on the performance of the Environmental, Social, Health and Safety (ESHS) aspects of the Project, including the implementation of the LMP, the SEP, the SEA/SH Action Plan, and any other E&S documents required under the ESCP, stakeholder engagement activities, functioning of the grievance mechanism(s), as well the status of implementation of this ESCP.</p>	<p><i>Quarterly, starting from the Project Effectiveness Date and no later than 45 days after the Effectiveness Date, continuing throughout the implementation of the Project.</i></p>	<p>PROCASEF PIU</p>
B	<p>INCIDENTS AND ACCIDENTS</p> <p>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, the affected communities, the public or workers, including the exclusion or discrimination against individuals or groups of individuals, occupational accidents, SEA/SH, etc.</p> <p>The Recipient shall provide sufficient details of the incident or accident, indicating the root causes and the corrective/preventative measures taken or required to be taken to address it. It shall include any information provided by any service provider or the supervising entity, if applicable, while respecting confidentiality, particularly with regard to incidents related to SEA/SH.</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.</p> <p>The Recipient shall ensure that an incident/accident registration system is maintained at all construction sites.</p>	<p><i>Report within 24 hours cases of SEA/SH and/or deaths and no later than 48 hours in writing following knowledge of the incident/accident. A subsequent detailed report shall be provided as requested, within a timeframe acceptable to the Association.</i></p> <p>This notification system shall be maintained throughout the Project implementation.</p> <p><i>Throughout the duration of the civil works.</i></p>	<p>PROCASEF PIU</p>
C	<p>CONTRACTORS AND SUPPLIERS MONTHLY REPORTS</p> <p>The Recipient shall ensure that any contractors/subcontractors prepare and transmit to the PIU ESHS monitoring reports, in accordance with the provisions of the Project's E&S instruments.</p>	<p><i>Upon signature of the service contract and on a monthly basis throughout the implementation of the Project.</i></p>	<p>PROCASEF PIU</p>

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS		
<p>1.1 ORGANIZATIONAL STRUCTURE</p> <p>The Recipient shall maintain an organizational structure with qualified and experienced personnel for the management of the Project, including in respect to the management of environmental and social aspects, all with qualifications, experience, and terms of reference acceptable to the Association. Likewise, establish and maintain adequate human, material and financial resources to enable them to carry out their functions in a timely and efficient manner and in collaboration with municipalities which are legally in charge of any land tenure management activities within national domain.</p> <p>The PIU is established and includes, among others: a coordinator, a gender and social development specialist and an environmental specialist.</p> <p>These specialists should remain operational until the completion of the Project to guarantee the implementation and monitoring of the measures contained in the safeguard instruments throughout the Project and to ensure continuity between the effective implementation and the start of activities.</p> <p>The Recipient shall ensure that the supervising engineer and contractors recruit OHS experts for the timely monitoring of environmental and social aspects during the construction, renovation and extension works in accordance with the Project E&S instruments.</p>	<p><i>PROCASEF PIU, including the specialists, shall be maintained through Project implementation.</i></p> <p><i>These recruited experts will be maintained throughout the project implementation.</i></p>	<p><i>PROCASEF PIU</i></p>
<p>1.2 ENVIRONMENTAL AND SOCIAL ASSESSMENT</p> <p>The Recipient shall prepare, consult upon, adopt, disclose and implement the Social Assessment (SA) as per the screening procedures detailed in ESMF, in a manner acceptable to the Association and in accordance with ESS1.</p>	<p><i>The SA has been developed and submitted to the Association for review prior to the Project Appraisal.</i></p> <p><i>The SA to be finalized, disclosed, and adopted by project effectiveness and implemented thereafter throughout Project implementation.</i></p>	<p><i>PROCASEF PIU</i></p>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
1.3	<p>MANAGEMENT TOOLS AND INSTRUMENTS</p> <p>The Recipient shall prepare, consult upon, adopt, disclose and implement the following E&S instruments:</p> <ul style="list-style-type: none"> ● The Environmental and Social Management Framework (ESMF); ● The Resettlement Policy Framework (RPF); ● The Social Assessment (SA); ● The Labor Management Plan Procedures (LMP); ● The Stakeholder Engagement Plan (SEP); ● The SEA/SH Action Plan; <p>The Recipient shall screen the project activities according to the provisions of the above-mentioned instruments; and subsequently, draft, consult upon, adopt, disclose and implement management plans, such as ESIA/ESMPs/RAPs/ as needed, prior to the implementation of the Project activities, particularly the associated civil works, as required, in a manner acceptable to the Association.</p>	<p><i>The ESMF, RPF and SEP were developed and submitted to the Association for review prior to the Project Appraisal. Once approved, these instruments shall be adopted, disclosed by April 21, 2021, implemented and updated (as needed) over the duration of the Project. The SA, LMP and SEA/SH action Plan and Site-specific instruments to be prepared, disclosed, and adopted prior to commencing construction/rehabilitation activities and implemented throughout Project implementation thereafter.</i></p>	<p>PROCASEF PIU</p>
1.4	<p>MANAGEMENT OF SUPPLIERS AND CONTRACTORS</p> <p>The Recipient shall incorporate relevant aspects of the ESCP, the relevant E&S documents and/or plans including the Labor Management Procedures, into the ESHS clauses in the tender documents to address environmental, social, and health and safety impacts during the contract period. Contractors/suppliers shall therefore reflect these clauses in their bids, including the management of labor-related aspects (specifications on the code of conduct, grievance management, etc.) as per the LMP, the management of risks pertaining to SEA/SH, child labor and forced labor etc.</p> <p>The Recipient shall then ensure that contractors/suppliers comply with the ESHS specifications of their respective contracts.</p>	<p><i>Prior to the preparation of tender documents, and supervision throughout Project implementation.</i></p> <p><i>Prior to the signing of the contract. These provisions shall be adopted and maintained over the duration of the Project.</i></p>	<p>PROCASEF PIU</p>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
1.5	<p>CONTINGENT EMERGENCY RESPONSE COMPONENT - CERC</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. The Addendum shall be approved by the Association.</p> <p>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&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 Operations 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>PROCASEF PIU</p>
ESS 2: LABOR AND WORKING CONDITIONS			
2.1	<p>LABOR MANAGEMENT PROCEDURES</p> <p>The Recipient shall prepare, disclose, consult upon, adopt and thereafter implement Labor Management Procedures (LMP) in accordance with ESS2 including the prohibition on child labor and forced labor and SEA/SH.</p> <p>The Recipient shall prepare, consult upon, adopt, disclose and thereafter implement Labor Management Plans as part of the site-specific ESIA/ESMPs and based on the LMP.</p>	<p><i>LMP to be finalized, adopted, and disclosed prior to the hiring of project workers</i></p> <p><i>The LMP shall be implemented, maintained and updated (as needed) over the duration of the Project.</i></p>	<p>PROCASEF PIU</p> <p>Third parties (contractors, suppliers and subcontractors)</p>
2.2	<p>GRIEVANCE MECHANISM FOR PROJECT WORKERS</p> <p>The Recipient shall establish, operate, and maintain a specific and accessible grievance mechanism for project workers, equipped to address SEA/SH complaints in the workplace, as described in the LMP and in accordance with ESS 2. However, these procedures shall not impede access to other judicial or administrative remedies that may be available under the law.</p>	<p><i>The GM shall be operational prior to the hiring of any project workers and maintained throughout Project implementation.</i></p>	<p>PROCASEF PIU</p> <p>Third parties (contractors, suppliers and subcontractors)</p>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
2.3	<p>OCCUPATIONAL HEALTH AND SAFETY MEASURES (OHS)</p> <p>The Recipient shall integrate and implement in the tender documents, the terms of reference and contracts of the Project's contractors/suppliers, OHS related clauses as specified in the Project ESMF, the LMP and any other OHS measures recommended by site-specific ESMPs.</p> <p>Prepare, adopt, and implement occupational, health and safety (OHS) measures specified in the ESMPs.</p>	<p><i>During the preparation of tender documents and prior to the launch of civil works. These provisions shall be maintained over the duration of the Project.</i></p>	<p>PROCASEF PIU Third parties (contractors, suppliers and subcontractors)</p>
2.4	<p>TRAINING FOR PROJECT WORKERS</p> <p>The Recipient shall organize training sessions (ESSH, OHS, SEA/SH prevention, GM, waste management, etc.) for Project workers so that they can identify the risks involved and effectively implement the prevention and/or mitigation measures provided for in the Project E&S instruments, in accordance with ESSs.</p>	<p><i>Starting from the Project Effectiveness Date and continuing throughout the implementation of the Project, as needed.</i></p>	<p>PROCASEF PIU Third parties (contractors, suppliers and subcontractors)</p>
ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT			
3.1	<p>WASTE MANAGEMENT</p> <p>The Recipient shall: (1) include in respective ESIAs/ESMPs prevention and management measures for waste management, including e-waste, debris and hazardous waste; (2) implement those measures, and (3) ensure those measures are complied with by suppliers and contractors.</p>	<p><i>Same timeframe for the adoption and implementation of ESIAs/ESMPs as specified in Section 1.3.</i></p>	<p>PROCASEF PIU Third parties (contractors, suppliers and subcontractors)</p>
3.2	<p>RATIONAL USE OF RESOURCES AND POLLUTION PREVENTION AND MANAGEMENT</p> <p>The Recipient shall include in respective ESIAs/ESMPs a provision for the rational use of resources and pollution prevention, and the management and implementation of those measures in accordance with ESS3.</p>	<p><i>Same timeframe for the adoption and implementation of ESIAs/ESMPs as specified in Section 1.3</i></p>	<p>PROCASEF PIU Third parties (contractors, suppliers and subcontractors)</p>
ESS 4: COMMUNITY HEALTH AND SAFETY			
4.1	<p>TRAFFIC AND ROAD SAFETY</p> <p>The Recipient shall ensure the development and implementation of traffic management and road safety measures in accordance with the provisions of the ESIAs/ESMPs.</p>	<p><i>Same timeframe for the adoption and implementation of ESIAs/ESMPs as specified in Section 1.3</i></p>	<p>PROCASEF PIU Third parties (contractors, suppliers and subcontractors)</p>

4.2	<p>COMMUNITY HEALTH AND SAFETY</p> <p>The Recipient shall ensure the development and implementation of measures and actions to assess and manage the risks and effects that Project activities could have on local populations, including those relating to the presence of Project Workers and any risks of labor influx as described in the ESMF and/or any ESIAs/ESMPs.</p>	<p><i>Same timeframe for the adoption and implementation of ESMF, ESIAs/ESMPs as specified in Section 1.3.</i></p>	<p><i>PROCASEF PIU Third parties (contractors, suppliers and subcontractors)</i></p>
4.3	<p>GBV AND SEA/SH RISKS</p> <p>The Recipient shall assess the SEA/SH risks for the Project, and prepare and adopt a SEA/SH Action Plan to assess and manage the risks of sexual exploitation and abuse (SEA) and sexual harassment (SH). A mapping of the structures involved in this field as well as an assessment of their operational capabilities shall be carried out.</p>	<p><i>Same timeline as for the adoption and implementation of ESMPs as specified in Section 1.3.</i></p>	<p><i>PROCASEF PIU Third parties (contractors, suppliers and subcontractors)</i></p>
<p>ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT [</p>			
5.1	<p>RESETTLEMENT POLICY FRAMEWORK</p> <p>The Recipient shall prepare, consult upon, adopt, disclose and thereafter implement a RPF to guide the preparation of the Resettlement Action Plans (RAPs) consistent with ESS 5 requirements and acceptable to the Association; the said RPF should include, inter alia: (a) procedures and sequencing for the participatory, transparent, informed and voluntary community-based identification of land for potential agribusiness investment; and (b) criteria and procedures for land consolidation, allocation, establishment of land use rights, leasing of land to rural communities and subleasing to private investors. The Recipient shall carry out the Project in accordance with the RPF and shall not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, the aforementioned manual, or any provision thereof, without the prior written agreement of the Association.</p>	<p><i>The RPF has been developed and submitted to the Association for review prior to the project Appraisal. Once approved, it shall be finalized, adopted and disclosed by Project negotiation.</i></p>	<p><i>PROCASEF PIU</i></p>
5.2	<p>RESETTLEMENT ACTION PLANS</p> <p>The Recipient shall prepare, consult upon, adopt, disclose and implement RAPs prior to launching any activities that may lead to involuntary resettlement, in accordance with the requirements of the RPF and acceptable to the Association.</p>	<p><i>RAPs shall be prepared, disclosed, consulted upon, adopted prior to the launch of sub-projects activities, and maintained over the duration of involuntary resettlement activities.</i></p>	<p><i>PROCASEF PIU</i></p>

5.3	<p>VOLUNTARY LAND TRANSFER AND APPROVAL MANAGEMENT MECHANISM</p> <p>The Recipient shall ensure that all voluntary land donations, if any, shall be subject to due diligence reporting in accordance with the provisions of the RPF.</p>	<p><i>All required documentation shall be submitted to the Association when preparing the sub-projects and prior to the launch of works/activities land donation</i></p>	<p>PROCASEF PIU</p>
5.4	<p>GRIEVANCE MECHANISM</p> <p>The Recipient shall publicize and operationalize the project grievance mechanism and make it accessible to affected people in accordance with the provisions of the RPF and any RAPs.</p>	<p><i>The GM is to be operational prior to the start of resettlement activities and maintained throughout the implementation of the Project.</i></p>	<p>PROCASEF PIU</p>
<p>ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES</p>			
6.1	<p>BIODIVERSITY RISKS AND IMPACTS</p> <p>The Recipient shall prepare, adopt and implement biodiversity management measures included in the ESMF and/or site specific ESIA/ESMPs with the requirements of the ESS6 and be acceptable to the Association.</p>	<p><i>Same timeframe for the adoption and implementation of the ESMF/ESIAs/ESMPs/ as relevant, as specified in Section 1.3</i></p> <p><i>Prior to the commencement of the relevant activities.</i></p>	<p>PROCASEF PIU</p>
<p>ESS 7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL</p>			
<p>Not Relevant.</p>			
<p>ESS 8: CULTURAL HERITAGE [the relevance of ESS6 is established during the ESA process. As with other ESSs, ESS6 may require the adoption of specific measures that may be set out in an E&S document (e.g. ESMP) already mentioned in the section under ESS1 above or as a stand-alone document or a separate action. Indicate whether ESS8-related measures are covered under an existing document or as stand-alone actions. See examples below].</p>			
8.1	<p>CHANCE FINDS</p> <p>The Recipient shall implement the chance finds procedure described in the ESMF and any ESIA/ESMPs/. The Recipient shall ensure that this provision is included in the contracts of civil works contractors.</p>	<p><i>Upon discovery of any cultural heritage and throughout project implementation, thereafter</i></p>	<p>PROCASEF PIU Third parties (contractors, suppliers and subcontractors)</p>
<p>ESS 9: FINANCIAL INTERMEDIARIES</p>			
<p>Not Relevant.</p>			
<p>ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE</p>			

10.1	<p>STAKEHOLDER ENGAGEMENT PLAN PREPARATION AND IMPLEMENTATION</p> <p>The Recipient shall prepare, consult upon, adopt, disclose and implement a SEP, as per ESS 10.</p>	<p><i>SEP to be prepared, disclosed, consulted upon, and adopted by April 21, 2021</i></p> <p><i>SEP to be implemented throughout implementation of the Project</i></p>	<p>PROCASEF PIU</p>
10.2	<p>PROJECT GRIEVANCE MECHANISM</p> <p>The Recipient shall prepare, adopt, maintain and thereafter operate a GM in a timely, confidential and ethical manner without discrimination, reprisal, as described in the SEP.</p> <p>This mechanism shall also be equipped to rapidly address SEA/SH complaints in line with a survivor-centered approach.</p>	<p><i>The GM shall be established and operational no later than three (3) months after the Project Effectiveness Date and be maintained throughout the implementation of the Project.</i></p>	<p>PROCASEF PIU</p>
CAPACITY SUPPORT (TRAINING)			
CS1	<p>Training can be provided in:</p> <ul style="list-style-type: none"> - Procedures for reporting of incidents and accidents - Gender considerations in land registration - Implementing the project in an inclusive manner - Grievance mechanisms - Screening procedures outlined in the ESMF - ESSH measures - Workforce management - Relevant national legislation - Environmental and Social Framework (ESF) of the Association - Measures to prevent and mitigate SEA/SH - Stakeholders engagement methods - Implementation of project E&S instruments - Others, as needed 	<p><i>Starting with the Project Effectiveness Date and continuing throughout the Project implementation, as needed.</i></p>	<p>PROCASEF PIU</p>