

World Health Organization (WHO)

**Sudan Health Assistance and Response to
Emergencies Project (SHARE) (P504629)**

[Negotiation Version]

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

[November 20, 2024]

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

1. The World Health Organization (WHO) (the Recipient) will implement Parts 1.2, 1.3, 2, 3.2 and 3.3(b) (the “Recipient’s Respective Parts of the Project”) of the Sudan Health Assistance and Response to Emergencies Project (SHARE) (the Project), as set out in the Financing Agreement. The International Development Association (the Association) has agreed to provide financing for the Project, as set out in the referred agreement.
2. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards (ESSs) and this Environmental and Social Commitment Plan (ESCP), in a manner acceptable to the Association. The ESCP is a part of the Financing Agreement. The extent and mode of the Association’s monitoring with respect to environmental and social performance will be proportionate to the potential environmental and social risks and impacts of the Project. Unless otherwise defined in this ESCP, capitalized terms used in this ESCP have the meanings ascribed to them in the referred agreement.
3. Without limitation to the foregoing, this ESCP sets out material measures and actions that the Recipient shall carry out or cause to be carried out, including, as applicable, the timeframes of the actions and measures, institutional, staffing, training, monitoring, and reporting arrangements, and grievance management. The ESCP also sets out the environmental and social (E&S) instruments that shall be adopted and implemented under the Project, all of which shall be subject to prior consultation and disclosure, consistent with the relevant ESSs, and in form and substance, and in a manner acceptable to the Association. Once adopted, said E&S instruments may be revised from time to time with prior written agreement by the Association.
4. As agreed by the Association and the Recipient, this ESCP will be revised from time to time if necessary, during Project implementation, to reflect adaptive management of Project changes and unforeseen circumstances or in response to Project performance. In such circumstances, the Recipient and the Association agree to update the ESCP to reflect these changes through an exchange of letters signed between the Association and the Country Representative of the Recipient. The Recipient shall promptly disclose the updated ESCP.

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
MONITORING AND REPORTING¹			
A	<p>REGULAR REPORTING</p> <p>Prepare and submit to the Association regular monitoring reports on the environmental, social, health and safety (ESHS) performance of the Project, 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.</p>	<p>Submit quarterly and annual reports throughout Project implementation, commencing after the Effective Date.</p> <p>Submit each report to the Association no later than 45 days after the end of each reporting period.</p>	World Health Organization (WHO)
B	<p>INCIDENTS AND ACCIDENTS</p> <p>a) Promptly notify the Association of any incident or accident related to the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, inter alia, cases of sexual exploitation and abuse (SEA), sexual harassment (SH), and accidents that result in death, serious or multiple injury.</p> <p>For SEA/SH incidents, the notification and any follow up reporting shall be shared with the Association’s corporate Grievance Redress Service (GRS).</p> <p>Notwithstanding the above and associated timeframe, WHO will report alleged incidents of SH involving WHO Staff² and Non-Staff Personnel³ through the annual reports of the Recipient’s integrity office to the Recipient’s executive board, which are made publicly available.</p>	<p>a) Notify the Association no later than 48 hours after learning of the incident or accident.</p>	WHO

¹ Information and documents provided to the Association under part B (“Incidents and Accidents”), C (“Contractors’ and Implementing Partners’ Reports”) and 1.3(b) (“Management of Contractors and Implementing Partners”) of this ESCP will be (a) marked as “Information Provided by Member Countries or Third Parties in Confidence” pursuant to the Bank’s Access to Information Policy, and (b) assigned the security classification of “confidential” pursuant to the Bank Directive on Information Classification and Control, i.e., the information will only be: (i) disseminated within the Association on a “need to know” basis; and (ii) shared with third parties on agreement with the Recipient.

² “Staff” means an individual who holds a letter of appointment with the Recipient or is on loan to the Recipient by another UN organization or specialized agency under the terms of the Inter-organization Agreement Concerning Transfer, Secondment or Loan of Staff among the Organizations Applying the United Nations Common System of Salaries and Allowances, it being understood that Staff have the status of “officials” under the General Convention.

³ “Non-Staff Personnel” means an individual, other than Staff, in a contractual relationship with, and under the direct administrative authority of, the Recipient, other than through a letter of appointment under the Staff Rules and Regulations, including Consultants (who have the status of “experts on mission” under the General Convention), interns, UNVs, and stand-by arrangements.

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
	<p>For any other incidents or accidents, the notification and any follow up reporting shall be shared with the Association’s task team.</p> <p>b) Provide a report to the Association with 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 Contractor⁴ and/or Implementing Partner⁵, as appropriate.</p> <p>c) At the Association’s request, share the Contractor and/or Implementing Partner incident or accident notification and report, redacted to remove Personal Data.</p>	<p>b) Provide the report on SEA/SH incidents to the Association’s GRS within 10 days of the notification, and the report on any other incident or accident to the Association’s task team within 30 days of the notification. Depending on the circumstances, this timeframe may be extended with the written agreement of the Association.</p> <p>c) Upon request, share Contractors’ and Implementing Partners’ notifications and reports to the Association within 7 days following the Association’s request, unless otherwise agreed to with the Association.</p>	
C	<p>CONTRACTORS’ AND IMPLEMENTING PARTNERS’ REPORTS</p> <p>Require Contractors and Implementing Partners to provide regular monitoring reports, at a minimum on a bi-annual basis, on ESHS performance in accordance with the metrics specified in the respective Terms of Reference and contracts, and at the Association’s request, submit such reports to the Association, redacted to remove Personal Data.</p>	Upon request, submit Contractors’ and Implementing Partners’ reports to the Association within 14 days following Association’s request.	WHO
ESS1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS			
1.1	<p>ORGANIZATIONAL STRUCTURE</p> <p>Establish and maintain a Project Management Unit (PMU) with qualified staff and resources to support the management of ESHS risks and impacts of the Project including: (i) one dedicated Environmental Specialist and (ii) one dedicated Social Specialist experienced in Gender and GBV/SEA/SH hired within the Country Office. The social specialist shall be</p>	Establish and maintain a PMU, as set out in the Financing Agreement, no later than 30 days after the Effective Date.	WHO

⁴ “Contractor” means a legal entity, or an individual other than Staff/ Non-Staff Personnel, with which the Recipient has concluded a Project-related institutional contract.

⁵ “Implementing Partner” means a legal entity, other than a government entity, with which the Recipient has concluded a partnership agreement related to Project implementation.

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY
<p>responsible for the implementation of the GBV/SEA/SH Action Plan and gender-specific measures</p>	<p>Hire one qualified Environmental Specialist and one Social Specialist (with expertise in Gender and GBV/SEA/SH) no later than 60 days after the Effective Date, and thereafter maintain those positions throughout Project implementation.</p> <p>WHO shall draw on existing E&S specialist capacity within the Recipient's Country Office, and expertise from other WHO offices to fill in capacity gaps as an interim measure until the recruitment of the specified E&S staff.</p>	
<p>1.2 ENVIRONMENTAL AND SOCIAL INSTRUMENTS</p> <p>1. Adopt and implement, and thereafter update as needed, an Environmental and Social Management Framework (ESMF) for the Recipient's Respective Parts of the Project consistent with the relevant ESSs. The ESMF shall include the following annexes: Labor Management Procedures (LMP), Social Assessment and Social Risk Management Framework (SA/SRMF), Security Risk Assessment and Management Plan (SRA/MP) that guide the preparation of site-specific Security Management Plans (SMP), Sexual and Abuse and Sexual Harassment (SEA/SH) Risk Assessment and Action Plan, generic Environmental and Social Management Plan (ESMP) and generic Waste Management Plan (WMP). The disclosure will not include SRA/MP due to confidential issues. The proposed project activities described in the exclusion list set out in the ESMF shall be ineligible to receive financing under the Project.</p> <p>2. Adopt and implement site specific instruments (Environmental and Social Impact Assessments (ESIAs) or Environmental and Social Management Plans (ESMPs) as required) for activities including civil works as set out in the ESMF</p> <p>In line with the ESMF and site specific ESIAs/ESMPs, ensure that contractors/subcontractors prepare C-ESMPs before commencement of any civil works related to infrastructure.</p>	<p>1. Adopt the ESMF, including the stated annexes, prior to disbursement under Category (1), as defined in the Financing Agreement, and thereafter implement (and update as needed) throughout Project implementation.</p> <p>2. Adopt the ESIAs/ESMPs before launching the bidding process for a respective activity that requires the adoption of such instruments. Once adopted, implement the respective instruments throughout Project implementation.</p>	<p>WHO</p>
<p>1.3 MANAGEMENT OF CONTRACTORS AND IMPLEMENTING PARTNERS</p> <p>a) Incorporate the relevant aspects of the ESCP, including, inter alia, the relevant E&S instruments, the Labor Management Procedures, and code of conduct, into the ESHS specifications of the procurement documents and contractual arrangements with Contractors and Implementing Partners. Thereafter ensure that the Contractors and Implementing Partners comply and cause subcontractors to comply with the ESHS specifications of their respective contracts.</p>	<p>a) As part of the preparation of procurement documents and respective contracts.</p> <p>Supervise Contractors and Implementing Partners throughout Project implementation.</p>	<p>WHO</p>

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY
<p>b) At the Association’s request, share Project contracts/agreements with Contractors and Implementing Partners with the Association, redacted to remove Personal Data and confidential business information.</p> <p>c) At the Association’s request, share summaries of the Recipient’s assessment of Implementing Partner capacity to implement the ESS for the Project and any capacity enhancement measures.</p> <p>d) At the Association’s request, in relation to an incident or accident reported under Action B, share the Recipient’s full assessment⁶ of Implementing Partner capacity to implement the ESS for the Project and any capacity enhancement measures, provided that in the event the Recipient determines that the Implementing Partner(s) reasonably objects to such sharing, a meeting between the Association, the Recipient and the Implementing Partner shall be organized.</p>	<p>b) Share with the Association within 14 days of the Association’s request, unless otherwise agreed to with the Association.</p> <p>c) Share with the Association within 14 days of the Association’s request, unless otherwise agreed to with the Association.</p> <p>d) Share with the Association within 14 days of the Association’s request, unless otherwise agreed to with Association. With the understanding that any meeting to take place within these 14 days, unless agreed otherwise.</p>	
<p>1.4 TECHNICAL ASSISTANCE Ensure that the consultancies, studies (including feasibility studies, if applicable) and any other technical assistance activities (e.g., support strengthening the country’s blood banking and transfusion system, develop subnational climate shock emergency preparedness and response along with response to conflict, etc.) under the Project are carried out in accordance with the terms of reference acceptable to the Association, that are consistent with the ESSs. Thereafter ensure that the outputs of such activities comply with the terms of reference.</p>	<p>Throughout Project implementation.</p>	<p>WHO</p>
<p>1.5 ACTIVITIES SUBJECT TO RETROACTIVE FINANCING Ensure all activities to be retroactively financed under Category 1 of the Project (as defined in the Financing Agreement (including consumables (medical/non-medical), pharmaceuticals, vaccines, software purchase for digital services, and staffing) are carried out in a manner consistent with the ESSs to ensure eligibility for retroactive financing.</p>	<p>Submit a due diligence report whenever there is a request for reimbursement of expenses for activities subject to retroactive financing. Any corrective action plans or measures identified in such report must be implemented in a manner and timeframe acceptable to the Association.</p>	<p>WHO</p>

⁶ A full assessment would typically be the micro assessment, PSEA assessment and other relevant technical assessments/observations that are generated from time-to-time during the lifecycle of the Project.

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
ESS2: LABOR AND WORKING CONDITIONS			
2.1	<p>LABOR MANAGEMENT PROCEDURES</p> <p>As part of the Project ESMF, adopt, implement and update as needed the LMP for the Recipient's Respective Parts of the Project, including, inter alia, provisions on working conditions, management of workers relationships, occupational health and safety risks (including elimination/removing the hazard, substitution/changing out a material or process to reduce the hazard, engineering controls, administrative controls and personal protective equipment, and emergency preparedness and response), code of conduct (including relating SEA/SH, forced labor, and child labor, grievance arrangements for Project workers, and applicable requirements for Contractors, Implementing Partners and subcontractors, and supervising firms.</p>	Same timeframe as action 1.2.1 above	WHO
2.2	<p>GRIEVANCE MECHANISM</p> <p>Establish, operate and update as needed a grievance mechanism (GM), including for SEA/SH grievances, that is accessible for Project workers under the Recipient's Respective Parts of the Project, as described in the Stakeholder Engagement Plan (SEP) and LMP and consistent with ESS2 and ESS10.</p>	Establish, maintain and operate the GM, prior to engaging Project workers, and thereafter throughout Project implementation.	WHO

ESS3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT			
3.1	WASTE MANAGEMENT Adopt and implement a generic waste management plan (WMP) for all types of wastes including medical and hazardous and non-hazardous wastes in the targeted health facilities (and others where relevant) as part of the ESMF. Waste management measures shall be detailed in site-specific ESIAs/ESMPs (comprising site specific WMP where relevant) prepared for project activities to manage hazardous and non-hazardous wastes, consistent with ESS3.	Same timeframe as actions 1.2.1 and 1.2.2 above	WHO
3.2	RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT Incorporate resource efficiency and pollution prevention and management measures in the ESMF; adequately manage and dispose of health care wastes; sustainably manage waste generated from health-related infrastructure activities, and other types of hazardous and non-hazardous wastes; and will be detailed in the site-specific E&S instruments such as ESMPs and the ESIAs/ESMPs to be prepared under actions 1.2.1 and 1.2.2, respectively. Based on the E&S screening result, those activities that would cause negative impacts to ESS3 beyond the scope of the ESMF guidance shall be excluded and will not be financed under the Project.	Same timeframe as actions 1.2.1 and 1.2.2 above 1.2.2 above.	WHO
ESS4: COMMUNITY HEALTH AND SAFETY			
4.1	TRAFFIC AND ROAD SAFETY Incorporate measures to manage traffic and road safety risks as required in the ESMF and ESMPs and ESIAs/ESMPs to be prepared under action 1.2.1 and 1.2.2 above.	Same timeframe as actions 1.2.1 and 1.2.2 above	WHO
4.2	COMMUNITY HEALTH AND SAFETY Assess and manage specific risks and impacts to the community arising from the Recipient's Respective Parts of the Project, including, inter alia, behavior of Project workers, risks of labor influx, medical wastes, SEA/SH, and include mitigation measures in the ESMPs and ESIAs/ESMPs to be prepared in accordance with the ESMF.	Same timeframe as action 1.2.1 above	WHO
4.3	SEXUAL EXPLOITATION AND ABUSE (SEA)/SEXUAL HARRASSMENT (SH) RISKS Adopt and implement a SEA/SH Risk Assessment and Action Plan as part of the ESMF to assess and manage the risks of SEA/SH.	Same timeframe as action 1.2.1 above	WHO
4.4	SECURITY MANAGEMENT	Same timeframe as actions 1.2.1 and 1.2.2 above	WHO

	<p>Assess and implement measures to manage the security risks of the Project consistent with the UNSMS policy framework⁷ and the ESSs, including the risks of engaging security personnel to safeguard project workers, sites, assets, and activities, as set out in the ESMF, SSRA/MP, and site-specific Security Management Plan</p> <p>Adopt and implement site-specific Security Management Plans (SMPs) during the implementation of Project activities in conflict-affected localities, as required by the SMF.</p>	<p>Adopt site-specific SMPs before launching the bidding process for activities in conflict affected areas and thereafter implement the SMPs throughout Project implementation.</p>	
ESS5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT			
5.1	<p>ESS5 is not relevant. The ESMF shall include principles and procedures for screening all project activities. Based on the screening result, activities that would involve land acquisition, physical and/or economic displacement, and/or livelihood impacts shall be excluded from Project financing.</p>		
ESS6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES			
6.1	<p>BIODIVERSITY RISKS AND IMPACTS</p> <p>ESS6 is not relevant. Based on the screening result, those activities that would cause impacts relevant to ESS6 beyond the scope of the ESMF guidance shall be excluded and shall not be financed under the Project.</p>		
ESS7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES (SSHUTLC)			
7.1	<p>Adopt, implement and update as needed a Social Assessment and Social Risk Management Framework (SA/SRMF) to assess and mitigate potential risks of the Project on HUP and other vulnerable groups consistent with ESS7 and to ensure their access to benefits.</p>	<p>Same timeframe as under Action 1.2.1 for the adoption and implementation of the ESMF.</p>	<p>WHO</p>

⁷ The United Nations Security Management System (UNSMS) is designed to enable the safe delivery of UN mandates and programmes within acceptable security risk levels. For additional details, please refer to <https://www.un.org/en/safety-and-security/unsms-and-iasmn>. Saving Lives Together (SLT), is a series of recommendations aimed at enhancing security collaboration between the United Nations, International Non-Governmental Organisations and International Organisations to which the World Bank and WHO are party. The Recipient’s activities are governed by the UNSMS, which, through designated officials in collaboration with Heads of UN Offices, ensures the security of their premises and staff.

ESS8: CULTURAL HERITAGE			
8.1	CHANCE FIND PROCEDURES Describe and implement the Chance Find Procedures as part of the ESMF. Activities likely to be implemented within, or in the vicinity of, a known cultural heritage site, as well as activities with potential impacts on intangible cultural heritage shall be excluded from Project financing through the ESMF screening procedure.	Same timeframe as action 1.2.1	WHO
ESS9: FINANCIAL INTERMEDIARIES			
9.1	ESS9 is not relevant for the Project as the Project does not engage financial intermediaries		
ESS10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE			
10.1	STAKEHOLDER ENGAGEMENT PLAN PREPARATION AND IMPLEMENTATION Adopt and implement a Stakeholder Engagement Plan (SEP) in a manner consistent with ESS10 and ESS7, 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 free of manipulation, interference, coercion, discrimination, and intimidation.	The SEP jointly prepared with UNICEF was disclosed on 26 June 2024 on the Association website. The SEP shall be implemented, updated, and re-disclosed as needed throughout Project implementation.	WHO
10.2	PROJECT GRIEVANCE MECHANISM Establish, publicize, maintain, and operate an accessible grievance mechanism (GM) to receive and facilitate resolution of concerns and grievances in relation the Project, promptly and effectively, in a transparent manner that is culturally appropriate and readily accessible to all Project-affected parties including HUP and other vulnerable groups, at no cost and without retribution, including concerns and grievances filed anonymously, in a manner consistent with ESS10 and ESS7. The GM shall be equipped to cover general Project issues and complaints including GBV/SEA/SH to receive, register, and facilitate the resolution of all types of SEA/SH complaints, including through the referral of survivors to relevant GBV service providers, all in a safe, confidential, and survivor-centered manner.	Establish and maintain a functional GM as described in the SEP and update it as needed throughout Project implementation.	WHO
CAPACITY SUPPORT			
CS1	Provide orientation/sensitization and training to targeted groups, including Project workers and staff, involved in the Recipient's Respective Parts of of the Project, about ESCP related relevant topics as applicable, including but not limited to, implementation of the E&S instruments (e.g. ESMF and its annexes, see Action 1.2.2 for details), prevention of GBV/SEA/SH cases and other incidents/accidents, promotion of occupational health and safety, efficient resource use, waste management, pollution prevention, stakeholder engagement, including HUP and other vulnerable groups, grievance redress, community health and safety, climate-related aspects, particularly related with health and nutrition and prevention/addressing of emergencies, and E&S monitoring and reporting.	Provide awareness/sensitization and training throughout Project implementation.	WHO