**Republic of Malawi**

**Ministry of Health**

**Second Additional Financing for Malawi COVID-19 Emergency Response and Health Systems Preparedness Project (P178095)**

**ENVIRONMENTAL and SOCIAL**

**COMMITMENT PLAN (ESCP) for Negotiations**

**May 23, 2022**

**ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN**

1. The Republic of Malawi (the Recipient) will implement the Second Additional Financing for Malawi COVID-19 Emergency Response and Health Systems Preparedness Project (the Project), with the involvement of the Ministry of Health (MoH), as set out in the Financing Agreement. The International Development Association (the Association) has agreed to provide financing for the Project. This ESCP is supplemental and does not supersede previous versions of the ESCP for the Project.
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. 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 ESS, 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 through the Ministry of Health and the Association agree to update the ESCP to reflect these changes through an exchange of letters signed between the Association and the Recipient Secretary of Health of the Ministry of Health. The Recipient shall promptly disclose the updated ESCP.

| **MATERIAL MEASURES AND ACTIONS** | | | **TIMEFRAME** | **RESPONSIBLE ENTITY** | |
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| **MONITORING AND REPORTING** | | | | | |
| A | **REGULAR REPORTING**: Prepare and submit to the Association regular monitoring reports on the environmental, social, health and occupational safety (ESOHS) 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(s) and the Infection Control and Health Waste Management Plan (ICHWMP) | | Starting from the Effective Date, Quarterly reports shall be submitted no later than 14 days after the end of each quarter, to the Association throughout the Project implementation period. | MoH | |
| B | **INCIDENTS AND ACCIDENTS**: 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, but not limited to any COVID-19 outbreaks in the Project area. 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 supervising entity, as appropriate.  Subsequently, as per the Association’s request, prepare a report on the incident or accident and propose any measures to prevent its recurrence. | | The Association shall be notified within 48 hours after learning of the incident or accident.  Provide subsequent report to the Association, within a timeframe acceptable to the Association. | MoH | |
| **ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS** | | | | | |
| 1.1 | **ORGANIZATIONAL STRUCTURE**: The Ministry of Health shall establish and maintain a Project Implementation Unit (PIU) with qualified staff and resources to support management of ESOHS risks and impacts of the Project and implement the requirements of the ESMF and SEP, and other instruments for the Project. Currently, the PIU that includes a Medical Waste Management Specialist, and an Environment and Social Safeguards Specialist is coordinating both the Southern Africa Tuberculosis and Health Systems Support Project (SATBHSSP) and the Malawi COVID-19 Emergency Response and Health Systems Preparedness Project (MCERHSSP). To enhance efficiency in the delivery of Project commitments, the government of Malawi shall engage a dedicated COVID-19 PIU for the Project. The independent COVID-19 PIU shall also include a dedicated Environment and Social Specialist; In addition, Life and Fire Safety Consultant shall be recruited as and when needed. | | A new COVID-19 PIU shall be established for the Project, including additional dedicated Environment and Social Specialist, with support from the SATBHSSP PIU.  Within 3 months after the Effective Date, a dedicated Environmental and Social Specialist for the Project with terms of reference, qualifications, and experience satisfactory to the Association, shall be recruited. | MoH | |
| 1.2 | **ENVIRONMENTAL AND SOCIAL ASSESSMENT/MANAGEMENT PLANS AND INSTRUMENTS/ CONTRACTORS**   1. Adopt and implement the Environmental and Social Management Framework (ESMF) for the Project, consistent with the relevant ESSs, the Environmental, Health and Safety Guidelines (EHSGs), and other relevant Good International Industry Practice (GIIP), including relevantWHO guidelines*.* 2. Adopt and implement any environmental and social management plans (ESMP) and health-care waste management plans, instruments or other measures required for the respective Project activities in accordance with the ESMF, the ESS, the EHSGs, and other relevant Good International Industry Practice (GIIP), including relevant WHO guidelinesto, inter alia, ensure access to and allocation of Project benefits in a fair, equitable and inclusive manner, taking into account the needs of individuals or groups who, because of their particular circumstances, may be disadvantaged or vulnerable, including, as relevant, with regards to vaccines. 3. Incorporate the relevant aspects of this ESCP, including, inter alia, the ESMF, any environmental and social management plans or other instruments, LMP, and any other required ESHS measures (including relevant life and fire safety measures), into the ESHS specifications of the procurement documents and contracts with contractors and supervising firms. Thereafter ensure that the contractors and supervising firms comply with the ESHS specifications of their respective contracts. 4. Adopt procedures, protocols and/or other measures to ensure Project beneficiaries that receive vaccines under the Project do so under a program that does not include forced vaccination and is acceptable to the Association, as set out in the ESMF. | | 1. Adopt and implement the ESMF throughout Project implementation. 2. Develop, update and adopt the relevant plans and instruments (Health Care Waste Management Plan, ESMF, ESMPs LMP and ESHGs) before carrying out of the relevant Project activities for which these are required, and thereafter implement them throughout the carrying out of such activities. 3. Incorporate the relevant ESHS measures into the procurement documents before launching the procurement process for the relevant Project activities and subsequent contracts, and thereafter supervise compliance with these measures throughout the carrying out of such activities.   d. Throughout Project implementation. | MoH | |
| 1.3 | **TECHNICAL ASSISTANCE** Ensure that the consultancies, studies (including feasibility studies, if applicable), capacity building, training, and any other technical assistance activities under the Project, including, inter alia, site assessments, waste audits, and institutional reviews are carried out in accordance with 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. | | Throughout Project implementation | MoH | |
| 1.4. | **CONTINGENT EMERGENCY RESPONSE COMPONENT (CERC) FINANCING**  a) Ensure that the CERC Manual, as specified in the legal agreement, includes a description of the ESOHS assessment and management arrangements for the implementation of ‘Component 4: Contingent Emergency Response’, in accordance with the ESSs.  b) Adopt any environmental and social (E&S) instruments, as set out in the ESMF, which may be required for activities under the CERC component of the Project, in accordance with the CERC Manual 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. | | a) The adoption of the CERC Manual and, if applicable, other instruments, as relevant in form and substance acceptable to the Association is a withdrawal condition under Section III.B.1(b)(ii) of Schedule 2 of the Financing Agreement for the Project.  b) Adopt any required E&S instrument, as set out in the ESMF, and include it as part of the respective bidding process, if applicable, 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. | MoH | |
| **ESS 2: LABOR AND WORKING CONDITIONS** | | | | | |
| 2.1 | **LABOR MANAGEMENT PROCEDURES**  Update, disclose adopt and implement the Labor Management Procedures (LMP) for the Project, including, inter alia, provisions on working conditions, management of workers relationships, occupational health and safety (including personal protective equipment, and emergency preparedness and response), code of conduct (including relating to SEA and SH), forced labor, child labor, grievance arrangements for Project workers, and applicable requirements for contractors, subcontractors, and supervising firms. | | The LMP of the parent project shall be updated by 1 month after the Effective Date and thereafter implemented throughout Project implementation. | MoH | |
| **ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT** | | | | | |
| 3.1 | Relevant aspects of this standard shall be considered, as needed, under action 1.2 above, including, inter alia, measures to: carry out the purchase*,* storage, transportation and handling of vaccines (including, ultra-cold chain management) in a safe manner and in accordance with the EHSGs, and other relevant GIIP including relevant WHO guidelines; and adequately handle, transport, store, manage and dispose of health care wastes (including, vaccines) and other types of hazardous and non-hazardous wastes in an environmentally and safe manner, and implement the Integrated Health Waste Management Plan (ICHWMP). | | Throughout Project implementation. | MoH | |
| **ESS 4: COMMUNITY HEALTH AND SAFETY** | | | | | |
| 4.1 | **COMMUNITY HEALTH AND SAFETY**  Relevant aspects of this standard shall be considered, as needed, under action 1.2 above including, inter alia, measures to: minimize the potential for community exposure to communicable diseases; establish and implement appropriate quality management systems to manage the risks and the impacts that services provided and activities carried out under the Project may have on community health and safety; manage the risks of the use of security personnel; manage the risks of labor influx; and prevent and respond to sexual exploitation and abuse, and sexual harassment; prepare and respond to fire emergencies in health care facilities, alternate COVID-19 health care facilities, and/or refurbished buildings, if applicable. | | Throughout Project implementation. | MoH | |
| 4.2 | **LIFE AND FIRE SAFETY (L&FS)**   1. Carry out the design, construction, and rehabilitation of new and existing health care facilities refurbished buildings, if applicable, under the Project in accordance with the relevant provisions on life and fire safety (L&FS) as set out in the ESMF, the General EHSGs, and the ESSs, including, through engaging a qualified L&FS professional with terms of reference and experience acceptable to the Association, who shall, inter alia: 2. Prepare a L&FS Master Plan before the design for the construction or rehabilitation of a facility and/or building; 3. Certify that the design for the construction or rehabilitation of the respective facility and/or building meets the requirements of the said L&FS Master Plan; and 4. Conduct a review of the L&FS systems as part of the testing and commissioning of such systems and certify that the construction of such systems has been carried out in accordance with the accepted design. | | a. Incorporate the relevant L&FS and other provisions (including EHSG), as relevant, in the ESMF, plans, and the ESHS specifications of the procurement documents and respective contracts, in the timeframes specified in action 1.2. a), b) and c) above. Engage or appoint the L&FS professional before launching any bidding for the design of construction and/or rehabilitation of a facility and/or building, as applicable, and maintain this professional to carry out all the tasks assigned in accordance with the terms of reference.   1. Incorporate the relevant L&FS provisions (including EHSGs), as relevant, in the ESMF, plans, and the ESHS specifications of the procurement documents and respective contracts, in the timeframes specified in action 1.2. a), b), and c) above. 2. Engage or appoint the L&FS professional before launching any bidding for purchase and installation of a facility, as applicable, and maintain this professional to carry out all the tasks assigned in accordance with the terms of reference. | MoH | |
| 4.3 | **INVOLVEMENT OF THE MILITARY**  It is not anticipated to be required, but should the need arise, ensure the following measures are carried out before deploying the Recipient’s National Defence Force for the provision of security to Project workers, sites and/or assets, consistent with the ESSs:   1. Assess and implement measures to manage the security risks of engaging the Defence Force as set out in the parent project Security Management Plan, guided by the principles of proportionality and GIIP, and by applicable law, in relation to screening, hiring, rules of conduct, training, equipping, and monitoring of such Defence Force; 2. Adopt and implement standards, protocols, and codes of conduct for the selection and assignment of Malawi Defence Force to the Project, and screen such Defence Force to verify that they have not engaged in past unlawful or abusive behavior, including sexual exploitation and abuse (SEA), sexual harassment (SH) or excessive use of force; 3. Enter into a memorandum of understanding (MoU), with the Ministry of Defence and Malawi Defence Force, setting out the arrangements for the engagement of the Malawi Defence Force in the Project, including the relevant actions and measures set out in this ESCP; 4. Provide adequate instruction and training to the Malawi National Defence Force, prior to deployment and on a regular basis, on the use of force and appropriate conduct (including in relation to civilian-military engagement, SEA and SH, and other relevant areas), as set out in the Parent project Security Management Plan; 5. Ensure that the stakeholder engagement activities under the Stakeholder Engagement Plan (SEP) include a communication on the involvement of Malawi Defence Force in the Project; | | Clauses 4.3: a), b), c), and d) shall be carried out before deploying Malawi Defence Force under the Project and implemented throughout Project implementation.  e) and f) as set out under actions 10.1 and 10.2 respectively. Notify the Association after receiving the concern or grievance in the timeframe specified in action B above.  g) within the timeframes requested by the Association. | MoD and MoH | |
|  | | 1. Ensure that any concerns or grievances regarding the conduct of Malawi Defence Force 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. Notify the Association after receiving the concern or grievance, as set out under action B above; and 2. Where the Association so request in writing, after consultation with the Recipient: (i) promptly appoint a third- party monitor consultant, with terms of reference, qualifications and experience acceptable to the Association, to visit and monitor the Project area where Malawi Defence Force are deployed, collect relevant data and communicate with Project stakeholders and beneficiaries; (ii) require the third-party monitor consultant to prepare and submit monitoring reports, which shall be promptly made available to and discussed with the Association; and (iii) promptly take any actions, as may be requested by the Association upon its review of the third-party monitor consultant reports. |  | |  |
| **ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT** | | | | | |
|  | Not currently relevant. Should the situation change, relevant aspects of this standard shall be considered under action 1.2 above. | | Throughout Project implementation. | | MoH |
| **ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES** | | | | | |
|  | Relevant aspects of this standard, including with regard to the proper disposal of medical and other waste, shall be considered, as needed, under action 1.2 above. | | Throughout Project implementation. | | MoH |
| **ESS 7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES** | | | | | |
|  | Not relevant. | |  | |  |
| **ESS 8: CULTURAL HERITAGE** | | | | | |
|  | Relevant aspects of this standard shall be considered, as needed, under action 1.2 above. | | Throughout Project implementation. | | MoH |
| **ESS 9: FINANCIAL INTERMEDIARIES** | | | | | |
|  | Not relevant. | |  | |  |
| **ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE** | | | | | |
| 10.1 | **STAKEHOLDER ENGAGEMENT PLAN**  Revise, adopt and implement the updated Stakeholder Engagement Plan (SEP) for the Project, 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 free of manipulation, interference, coercion, discrimination and intimidation. | | The updated and disclosed SEP shall be implemented throughout the Project implementation period. | MoH | |
| 10.2 | **GRIEVANCE MECHANISM**  Update, publicize, maintain, and operate the accessible grievance mechanism, 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.  The grievance mechanism shall be equipped to receive, register, and facilitate the resolution of SEA/SH complaints, including through the referral of survivors to relevant gender-based violence service providers, all in a safe, confidential, and survivor-centered manner. The GRM shall also be equipped to receive complaints or concerns raised in relation to the civil works proposed under this Project.  The grievance mechanism shall also receive, register, and address concerns arising from unintended health consequences after vaccination especially those resulting in serious adverse effects. | | Grievance mechanism of the Parent Project shall continue to be operational and maintained throughout Project implementation. | MoH | |
| **CAPACITY SUPPORT (TRAINING)** | | | | | |
| CS1 | **TRAINING:** PIU and other relevant implementing support staff responsible for the Project shall receive training on the Project’s ESOHS plans and instruments, fair, equitable and inclusive access and allocation of Project benefits, including with regards to vaccines, and civil works and the roles and responsibilities of different key agencies in the ESCP, SEP, and ESMF implementation. | | Initial training to be completed no later than 60 days of the Effective Date and periodically thereafter as new Project members join the Project, throughout Project implementation. | MoH | |