

JAMAICA

Education Project (P178595)

Negotiated
ENVIRONMENTAL AND SOCIAL
COMMITMENT PLAN (ESCP)

17 May 2023

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

1. Jamaica (the “Borrower”) will implement the Jamaica Education Project (the “Project”), with the involvement of the Ministry of Education and Youth (“MOEY”), as set out in the Loan Agreement. The International Bank for Reconstruction and Development (the “Bank”) has agreed to provide financing for the Project, as set out in the referred agreement.
2. The Borrower 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 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 Borrower 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, grievance management, and the environmental and social (“E&S”) instruments to be prepared or updated, consulted, adopted, disclosed, and implemented in accordance with the ESSs. 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 Borrower, 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 Borrower and the Bank agree to update the ESCP to reflect these changes through an exchange of letters signed between the Bank’s Caribbean Country Director and the Permanent Secretary of the MOEY, or his/her designate. The Borrower shall promptly disclose the updated ESCP.

| MATERIAL MEASURES AND ACTIONS | | TIMEFRAME | RESPONSIBLE ENTITY/AUTHORITY |
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| 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 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 semi-annual reports to the Bank throughout Project implementation, commencing after the Effective Date. Submit each report to the Bank no later than 45 days after the end of each reporting period.</p> | <p>PIU/MOERY</p> |
| B | <p>INCIDENTS AND ACCIDENTS</p> <p>Promptly notify the Bank 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. 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 the Bank no later than 48 hours after learning of the incident or accident.</p> <p>Provide subsequent report to the Bank within a timeframe acceptable to the Bank and the PIU/MOERY</p> | <p>PIU/MOERY</p> |
| C | <p>CONTRACTORS’ MONTHLY REPORTS</p> <p>Require contractors and supervising firms to provide monthly monitoring reports on ESHS performance in accordance with the ESHS metrics specified in the respective bidding documents and contracts, and submit such reports to the Bank, upon request.</p> | <p>Submit the monthly reports to the Bank upon request, and in any case as annexes to the reports to be submitted under action A above.</p> | <p>PIU/MOERY</p> |
| ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS | | | |
| 1.1 | <p>ORGANIZATIONAL STRUCTURE</p> <p>Establish and maintain a Project Implementation Unit (PIU) with qualified staff and resources to support management of ESHS risks and impacts of the Project including, an environmental specialist and a social specialist.</p> | | <p>PIU/MOERY</p> |

| MATERIAL MEASURES AND ACTIONS | | TIMEFRAME | RESPONSIBLE ENTITY/AUTHORITY |
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| | | Establish and maintain a PIU as set out in the Loan Agreement. Contract the environmental specialist and the social specialist no later than 60 Business Days (as defined in the Loan Agreement) of the Effective Date, and thereafter maintain these positions throughout Project implementation. | |
| 1.2 | <p>ENVIRONMENTAL AND SOCIAL INSTRUMENTS</p> <p>a) Undertake a screening of proposed sites to assess potential impacts under ESS1 for determination of suitability of the site for the construction of the STEM school.</p> <p>b) Finalize the draft Terms of Reference (ToRs) for undertaking the Environmental and Social Assessment (ESA) and the Environmental and Social Management Plan (ESMPs), for the civil works.</p> <p>c) Prepare, consult, adopt, disclose, and implement the ESA and ESMP and other plans as applicable to the relevant Project activities, in accordance with the ESSs.</p> | <p>a) Conduct screenings prior to final selection of site for STEM School.</p> <p>b) Finalize the ToR for the ESA and ESMP, before launching the process for carrying out the ESAs and ESMP.</p> <p>c) Adopt and disclose the ESA and ESMP upon the Bank's no objection and before launching the bidding processes for the works. Implement ESMPs throughout the entire duration of Project works.</p> | PIU/MOEY |
| 1.3 | <p>MANAGEMENT OF CONTRACTORS</p> <p>a) Incorporate the relevant aspects of the ESCP, including, inter alia, the site specific ESMP, the Labor Management Procedures, and code of conduct, into the ESHS specifications of the procurement documents and contracts with contractors and supervising firms. Thereafter ensure that the contractors and supervising firms comply and cause subcontractors to comply with the ESHS specifications of their respective contracts.</p> <p>b) Require contractor(s) to prepare, adopt and implement a Contractors Construction Environmental and Social Management Plan (CESMP), detailing the methods to comply with the Project E&S instruments. Review and approve Contractors CESMPs, and any other Contractor plans.</p> | <p>a) As part of the preparation of procurement documents and respective contracts. Supervise contractors throughout Project implementation.</p> <p>b) Prior to mobilization to site. Supervise the CESMP throughout Project Implementation.</p> | PIU/MOEY |
| 1.4 | TECHNICAL ASSISTANCE | | |

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| | Ensure that the consultancies, studies, capacity building, training, and any other technical assistance activities under the Project are carried out in accordance with terms of reference acceptable to the Bank, that are consistent with the ESSs. Thereafter ensure that the outputs of such activities comply with the terms of reference and are consistent with the ESSs. | The technical assistance activities are carried out consistent with the ESSs throughout Project implementation. | PIU/MOEY |
| 1.5 | <p>CONTINGENT EMERGENCY RESPONSE FINANCING</p> <p>a) Ensure that the Contingency Emergency Response Component (CERC) Manual includes a description of the Environmental, Social, Health and Safety (ESHS) assessment and management arrangements including, a CERC-ESMF Annex that shall be included or referred to in the CERC Manual for the implementation of CERC component, in accordance with the ESSs.</p> <p>b) Upon activation of the CERC, prepare, consult, adopt, and disclose any environmental and social (E&S) instruments which may be required for activities under the CERC component of the Project, in accordance with the CERC Manual, CERC-ESMF Addendum 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.</p> | <p>a) The adoption of the CERC Manual in form and substance acceptable to the Bank is part of a withdrawal condition under Section III of Schedule 2 of the Loan Agreement for the Project.</p> <p>b) Upon activation of the CERC, submit the respective E&S instrument for the Bank's prior review and approval, and include it as part of the respective bidding process, and in any case, before 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.</p> | PIU/MOEY |
| ESS 2: LABOR AND WORKING CONDITIONS | | | |
| 2.1 | <p>LABOR MANAGEMENT PROCEDURES</p> <p>Develop, consult, 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), child labor, grievance arrangements for Project workers, and applicable requirements for contractors, subcontractors, and supervising firms.</p> | Submit the LMP for the Bank's prior review and no objection, adopt, and disclose the LMP no later than 90 Business Days (as defined in the Loan Agreement) following the Effective Date. Thereafter implement the LMP throughout Project implementation. | PIU/MOEY |
| 2.2 | <p>GRIEVANCE MECHANISM FOR PROJECT WORKERS</p> <p>Establish and operate a grievance mechanism for Project workers, as described in the LMP and consistent with ESS2.</p> | Establish grievance mechanism prior engaging Project workers and thereafter maintain and operate it throughout Project implementation. | PIU/MOEY |
| 2.3 | <p>OCCUPATIONAL HEALTH AND SAFETY (OHS) MEASURES</p> | | PIU/MOEY |

| MATERIAL MEASURES AND ACTIONS | | TIMEFRAME | RESPONSIBLE ENTITY/AUTHORITY |
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| | <p>a) Develop and implement OHS measures as part of the development and implementation of the site specific ESMP in a manner acceptable to the Bank.</p> <p>b) Incorporate the OHS measures into bidding documents and contracts with consulting firms, contractors and supervision firms.</p> <p>c) Ensure that the OHS measures specified are implemented at the site</p> | <p>a) Same timeframe as for the preparation and implementation of the ESMP, under action 1.2.b.</p> <p>b) Prior to commencing the corresponding bidding process of each works and thereafter incorporate in the respective contracts.</p> <p>c) Throughout implementation of Project activity that involves works.</p> | |
| ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT | | | |
| 3.1 | <p>WASTE MANAGEMENT GUIDELINES</p> <p>Prepare, adopt, disclose, and implement an e- waste management guideline, to manage electronic waste, consistent with ESS3.</p> | <p>Submit the e-waste management guidelines for the Bank’s prior review and no objection, no later than nine (9) months after Effective Date or prior to the purchase and disposal of any electronic waste (whichever is first), and thereafter adopt, disclose and implement throughout Project implementation.</p> | <i>PIU/MOEY</i> |
| 3.2 | <p>RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT</p> <p>Incorporate resource efficiency and pollution prevention and management measures in the ESMP to be prepared under action 1.2b above.</p> | <p>Same timeframe as for the adoption and implementation of the ESMP, under action 1.2.b.</p> | <i>PIU/MOEY</i> |
| ESS 4: COMMUNITY HEALTH AND SAFETY | | | |
| 4.1 | <p>TRAFFIC AND ROAD SAFETY</p> <p>Adopt and implement measures to manage traffic and road safety risks as required in the ESMP to be developed under action 1.2b above.</p> | <p>Same timeframe as for the adoption and implementation of the ESMP, under action 1.2.b.</p> | <i>PIU/MOEY</i> |
| 4.2 | <p>COMMUNITY HEALTH AND SAFETY</p> <p>Assess and manage specific risks and impacts to the community arising from Project activities, including, inter alia, behavior of Project workers, response to emergency situations, and include mitigation measures in the ESMP for the construction of the STEM model school.</p> | <p>Same timeframe as for the adoption and implementation of the ESMP, under action 1.2.b.</p> | <i>PIU/MOEY</i> |
| 4.3 | <p>SEA AND SH RISKS</p> | | <i>PIU/MOEY</i> |

| MATERIAL MEASURES AND ACTIONS | | TIMEFRAME | RESPONSIBLE ENTITY/AUTHORITY |
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| | Implement sexual exploitation and abuse and sexual harassment (SEA/SH) prevention and response measures, proportionate to the risks of the Project, including availability of a list of services for victims of SEA/SH, adoption of the code of conduct by all workers, and adequate treatment of SEA/SH grievances in the Project level GRM, as reflected in the SEP and LMP. These measures shall also be included in the ESMP | Implement SEA/SH prevention and response measures throughout Project implementation. | |
| 4.4. | UNIVERSAL ACCESS Civil work designs and designs developed through Technical Assistance under the Project shall incorporate the concept of universal access. | To be incorporated prior to the commencement of construction activities. | PIU/MOEY |
| 4.5 | SECURITY MANAGEMENT Assess site specific security risks and, include relevant measures to manage those risks in the ESMP, guided by the principles of proportionality and GIIP, and by applicable law, in relation to hiring, rules of conduct, training, equipping, and monitoring of security personnel. | Same timeframe as for the adoption and implementation of the ESMP | PIU/MOEY |
| ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT | | | |
| 5.1 | RESETTLEMENT SCREENING Conduct Resettlement & Rehabilitation (R&R) Screening of all shortlisted STEM school sites to identify final site which is on Government-owned land and has least encumbrances and resettlement impacts. | Conduct screenings prior to final selection of site for STEM School. | PIU/MOEY |
| 5.2 | RESETTLEMENT PLANS Prepare, consult, adopt, disclose, and implement a resettlement action plan (RAP) for the construction of the STEM school if the R&R Screening requires such RAP, consistent with ESS5. | Prepare a RAP for the Bank’s prior review and no objection, adopt, and disclose the RAP, and once adopted, implement the respective RAP, including ensuring that before taking possession of the land and related assets and before the start of civil works, full compensation has been provided and, as applicable, displaced people have been resettled and moving allowances have been provided | PIU/MOEY |
| ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES | | | |
| ESS6 is NOT currently relevant. | | | |
| ESS 7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES | | | |
| ESS7 is NOT currently relevant. | | | |
| ESS 8: CULTURAL HERITAGE | | | |

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| 8.1 | <p>CHANCE FINDS</p> <p>Describe and implement the chance finds procedures as part of the ESMP for the construction of the STEM model school.</p> | Same timeframe as for the adoption and implementation of the ESMP, under action 1.2.b. | PIU/MOEY |
| ESS 9: FINANCIAL INTERMEDIARIES | | | |
| ESS9 is NOT currently relevant. | | | |
| ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE | | | |
| 10.1 | <p>STAKEHOLDER ENGAGEMENT PLAN PREPARATION AND IMPLEMENTATION</p> <p>Update, consult, adopt, disclose, and implement a 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. This shall include measures to consult the E&S instruments for the Project.</p> | Submit the updated SEP for the Bank's prior review and no objection, adopt, and disclose the SEP no later than 90 Business Days (as defined in the Loan Agreement) as of Effective Date and thereafter implement the SEP throughout Project implementation. | PIU/MOEY |
| 10.2 | <p>PROJECT GRIEVANCE MECHANISM</p> <p>Establish, publicize, maintain, and operate an 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.</p> <p>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.</p> | Establish the grievance mechanism no later than 90 Business Days (as defined in the Loan Agreement) as of Effective Date and thereafter maintain and operate the mechanism throughout Project implementation. The temporary grievance mechanism included in the draft SEP disclosed by appraisal shall be applicable until the grievance mechanism is finalized. | PIU/MOEY |
| CAPACITY SUPPORT | | | |
| CS1 | <p>Training shall be provided to PIU staff on:</p> <ul style="list-style-type: none"> • stakeholder engagement and Grievance Mechanism • ESF requirements • Environmental, Social, Health and Safety • E-waste management | No later than 90 Business Days (as defined in the Loan Agreement) after the completion of action 1.1. Training shall continue throughout Project implementation. | PIU/MOEY |
| CS2 | <p>Training to be provided to Project contractors/workers on:</p> <ul style="list-style-type: none"> ▪ Environmental and social requirements including ESHS requirements | Prior to the start of works. | PIU/MOEY |

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| <ul style="list-style-type: none"> ▪ Waste management ▪ Occupation Health and safety for the workforce including emergency preparedness and response ▪ Infectious Disease Prevention and Response ▪ Community health and safety ▪ SEA/SH risk management ▪ Stakeholder engagement and Grievance Mechanism ▪ Preparation and implementation of the CESMPs | | |