

The Oriental Republic of Uruguay

URUGUAY AGRO-ECOLOGICAL AND CLIMATE RESILIENT SYSTEMS PROJECT (P176232)

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN (ESCP)

NEGOTIATED AND FINAL VERSION

October 26, 2021

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

1. The Oriental Republic of Uruguay (hereinafter, the “Borrower”) will implement the Project “Agro-ecological and Climate Resilient Systems in Uruguay” (P176232) (“the Project”) through the Ministry of Livestock, Agriculture and Fisheries (MGAP). The International Bank for Reconstruction and Development (hereinafter referred to as “the Bank”) has agreed to provide financing for the Project.
2. The Borrower shall implement material measures and actions so that the Project is implemented in accordance with Environmental and Social Standards (ESSs). This Environmental and Social Commitment Plan (ESCP) sets out the material measures and actions, as well as all the specific instruments or plans, and the timeframe for carrying out each of them.
3. The Borrower shall also comply with the provisions of all the other environmental and social instruments required under the ESSs and mentioned in this ESCP, such as the Environmental and Social Management Framework (ESMF) and the Stakeholder Engagement Plan (SEP), in addition to the timelines specified in these environmental and social instruments. These instruments may be revised from time to time during Project implementation subject to prior written agreement between the Borrower and the Bank.
4. The Borrower shall be responsible for compliance with all ESCP requirements even when implementation of specific measures and actions is conducted by other entities, such as CONAPROLE or INALE.
5. The MGAP shall supervise the implementation of the material measures and actions set out in this ESCP and will report to the Bank as required by the ESCP and the conditions of the Loan Agreement.
6. As agreed between the Bank and the Borrower, this ESCP may be revised from time to time during Project implementation to reflect adaptive management of Project changes and unforeseen circumstances, or in response to the assessment of Project performance conducted under the ESCP itself. In such circumstances, the Borrower, through the MGAP, will agree to the changes with the Bank and shall update the ESCP to reflect such changes. Agreement on changes to the ESCP will be documented through an exchange of letters signed between the Bank and the Borrower through the Director of the Project Implementation Unit (PIU) of MGAP. The MGAP shall promptly disclose the updated ESCP.
7. Where Project changes, unforeseen circumstances, or Project performance result in changes to the risks and impacts during Project implementation, the Borrower shall provide additional funds, if needed, to implement actions and measures to address such risks and impacts.

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
MONITORING AND REPORTING			
A	<p>REGULAR REPORTING</p> <p>Prepare and submit to the Bank regular monitoring reports on the environmental, social, labor, health and safety (ESHS) performance of the Project, including but not limited to 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>	Bi-annual reports shall be submitted to the Bank during Project implementation. Each report must be submitted not later than forty-five (45) days after the end of each six-month period, starting from the first semester following the Project Effective Date.	MGAP through the Project Implementation Unit (PIU).
B	<p>INCIDENTS AND ACCIDENTS</p> <p>Promptly notify the Bank of any incident or accident related to or having an impact on the Project, and which has or is likely to have a significant adverse effect on the environment, the affected communities, members of the public or workers including, <i>inter alia</i>, construction accidents, allegations of sexual abuse, exploitation, or sexual harassment. Moreover, provide adequate details about the incident or accident, indicating the immediate measures taken or that are planned to be taken to address it, and include all information provided by Project participant entities (e.g. INIA, CONAPROLE, INALE), contractors, and supervising entities, as appropriate. Subsequently, at the Bank's request, prepare a report on the incident or accident, and propose measures to prevent its recurrence.</p>	Notify the Bank no later than 48 hours after learning of the incident or accident. The subsequent report shall be delivered within a time period acceptable to the Bank, as requested.	MGAP through the Project Implementation Unit (PIU).
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 (UPI) within MGAP with qualified environmental and social staff and resources to support management of ESHS risks and impacts of the Project. The number of staff, and their qualifications and experience must be acceptable to the Bank. The profiles and duties of these staff shall be in accordance with the criteria detailed in the Project Operations Manual (POM).</p>	Throughout Project implementation.	MGAP

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
1.2	<p>ENVIRONMENTAL AND SOCIAL MANAGEMENT FRAMEWORK:</p> <p>Prepare, consult, update, disclose, adopt, and implement the Project's Environmental and Social Management Framework (ESMF) that has been prepared for the Project, in a manner acceptable to the Bank.</p> <p>The ESMF shall include a specific section setting out the requirements of the Project's Contingent Emergency Response Component (CERC) in case this would be triggered during Project implementation.</p>	<p>The Draft ESMF shall be prepared and disclosed before Project negotiations.</p> <p>The ESMF shall be consulted, updated, adopted and disclosed no later than 30 days after the Project Effective Date. Subsequent updates shall be made, prior written agreement with the Bank, as required during Project implementation.</p> <p>The ESMF shall be maintained and implemented throughout the entire Project implementation period.</p>	MGAP
1.3	<p>MANAGEMENT TOOLS AND INSTRUMENTS:</p> <p>Assess all subprojects and Project activities proposed under Part 2 of the Project in accordance with the updated ESMF and the Stakeholder Engagement Plan (SEP) adopted for the Project and thereafter, prepare, consult, adopt, disclose and implement any Environmental and Social Management Plans (ESMP) required for the respective subprojects or Project activities, in accordance with the ESSs, the ESMF and the SEP, and in a manner acceptable to the Bank.</p>	<p>For each subproject and Project activity requiring the preparation of an ESMP, this shall be completed, in a form and substance acceptable to the Bank, before launching of the corresponding bidding process. Once approved, the ESMPs shall be implemented throughout implementation of the respective subprojects or respective Project activities.</p>	MGAP/CONAPROLE/INALE

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
1.4	<p>MANAGEMENT OF CONTRACTORS:</p> <p>Incorporate the relevant aspects of this ESCP, including the relevant E&S instruments and/or plans, and labor and working conditions, into the environmental, labor, social, health and safety specifications of the procurement documents and contracts with INIA, Departmental Governments, and contractors (including consultants). Contractors shall ensure that subcontractors comply with these obligations. Thereafter, ensure that the contractors comply with the environmental, labor, social, health and safety specifications of their respective contracts.</p>	<p>Prior to the finalization of procurement documents.</p> <p>Supervision of contractors shall be carried out throughout the implementation of the Project.</p>	MGAP/CONAPROLE/INALE
1.5	<p>TECHNICAL ASSISTANCE:</p> <p>Ensure that consultancies, studies, capacity-building activities, training and any other activity of technical assistance provided under the Project be carried out in accordance with Terms of Reference (TORs) which incorporate all ESSs relevant requirements, in a manner acceptable to the Bank.</p>	<p>Submit TORs for review and no objection of the Bank before launching the respective tender process. This shall be carried out throughout the implementation of the Project.</p>	MGAP/CONAPROLE/INALE

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
1.6.	<p>CONTINGENCY EMERGENCY RESPONSE:</p> <p>a) Ensure that the contingency emergency response manual (CER Manual) includes a description of the ESHS management arrangements in accordance with the ESSs, including the ESMF which may be required for the emergency response activities under Part 4 of the Project, should the latter be activated. The CER Manual shall include a positive list of activities potentially eligible for financial support if CERC is triggered.</p> <p>b) Prepare, disclose, consult, adopt and disclose any environmental and/or social management instruments which may be required for activities under Part 4 of the Project, should this component be activated, in accordance with the CER Manual, the ESMF and the ESSs. Thereafter, implement the measures and actions required under said instruments, within the specified timeframes, in a manner acceptable to the Bank.</p>	<p>a) The adoption of CER Manual in form and substance acceptable to the Bank is a withdrawal condition for Part 4 of the Project, in accordance with the Loan Agreement.</p> <p>b) The E&S management instruments needed shall be submitted for the Bank's no objection, and thereafter adopted before the carrying out of the relevant Project activities under Part 4. Once adopted, said instruments shall be implemented in accordance with their terms and in a manner acceptable to the Bank.</p>	Borrower
ESS 2: LABOR AND WORKING CONDITIONS			

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
2.1	<p>THE BORROWER'S LABOR FRAMEWORK:</p> <p>a) Ensure that the labor management and working conditions of Project workers are carried out in accordance with this ESCP and the Borrower's labor framework, which includes <i>inter alia</i>, the country's relevant policy, legal and institutional framework, including its national, departmental or local implementing institutions and applicable laws, regulations, rules and procedures.</p> <p>b) Immediately notify the Bank of any material change in the Borrower's labor framework which may affect the Project, providing adequate details about said change, including potential risks and impacts for Project workers, and the immediate measures taken or that are planned to be taken to address said change and the ensuing potential risks and impacts for Project workers, in accordance with ESS2. If in the opinion of the Bank, such change adversely affect relevant labor aspects and working conditions of Project workers, the Borrower shall agree to adopt measures and actions to address them in a manner acceptable to the Bank and shall update the ESCP to reflect such agreed actions.</p>	Throughout the implementation of the Project.	MGAP/CONAPROLE/INALE/INIA/ Departmental Governments

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
2.2	<p>TERMS AND CONDITIONS OF EMPLOYMENT:</p> <p>a) Ensure that all Project workers are provided with information and documentation that is clear and understandable regarding their terms and conditions of employment through written contracts setting out their rights under the Borrower's labor framework, including, <i>inter alia</i>, rights related to hours of work, wages, overtime, compensation and benefits, as well as written notice of termination of employment, and details of severance payments, as appropriate.</p> <p>b) Ensure that all Project workers are provided with at least 30 days' prior written notice of employment termination.</p> <p>c) Ensure that all entities and contractors that employ Project workers maintain an updated and complete registry of their Project workers, including <i>inter alia</i>, their hours of work and wages.</p>	Throughout the implementation of the Project.	MGAP/CONAPROLE/INALE/INIA/ Departmental Governments
2.3	<p>TRAINING:</p> <p>Ensure that training and awareness raising actions for preventing and responding to workplace sexual harassment are provided to all Project workers. Within the framework of these trainings and actions, workers shall be informed <i>inter alia</i>, of the applicable regulations and procedures that exist within and outside their workplace, including channels to access the Project grievance redress mechanism(s).</p>	Throughout the implementation of the Project and according to details set out in the POM.	MGAP/CONAPROLE/INALE/INIA/ Departmental Governments

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
2.4	<p>ADEQUATE LABOR MANAGEMENT:</p> <p>Require Project participant entities to implement adequate labor management processes for their respective Project workers, in accordance with the Borrower's labor framework and this ESCP. Such adequate labor management processes shall allow Project workers to benefit from <i>inter alia</i> the timely identification of occupational health and safety risks and adoption of measures to address them; access to grievance and redress mechanisms without fear of retaliation; and effective freedom to form and join workers organizations or alternative mechanisms for expressing their concerns and protect their rights related to labor and working conditions.</p>	Throughout the implementation of the Project.	MGAP/CONAPROLE/INALE/INIA/ Departmental Governments
2.5	<p>INSURANCE AGAINST ACCIDENTS AND DISEASES:</p> <p>For Project workers hired under a personal service contract, promote the possibility for these workers to enhance their coverage against accidents at work and occupational diseases, including through awareness raising of the benefits of opting for the State Insurance Bank's (BSE) insurance against accidents at work and occupational diseases.</p>	Throughout the implementation of the Project.	MGAP/CONAPROLE/INALE/INIA/ Departmental Governments
ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT			
3.1	<p>RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT:</p> <p>Incorporate resource efficiency and pollution prevention and management measures into the ESMPs to be prepared under action 1.3 above.</p> <p>The Project does not include the purchase, use, storing or disposal of pesticides and their packaging, nor will the Project support any of these activities. The Project may support training activities on these matters with a view to strengthen subprojects approved for financing under the Project.</p>	The same timeframe indicated in action 1.3.	MGAP/CONAPROLE/INALE

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
ESS 4: COMMUNITY HEALTH AND SAFETY			
4.1	TRAFFIC AND ROAD SAFETY: Adopt and implement measures and actions for assessing and managing traffic risks and road safety as part of the specific ESMPs to be prepared for the subprojects and other activities of the Project.	The same timeframe indicated in action 1.3.	MGAP/CONAPROLE/INALE
4.2	COMMUNITY HEALTH AND SAFETY: Prepare, adopt, and implement measures and actions for assessing and managing specific risks and impacts to the community arising from Project activities (including, inter alia COVID-19 transmission risks and risks of sexual exploitation, abuse, and harassment associated to subprojects). The corresponding measures and actions shall be incorporated into the specific ESMPs to be prepared in accordance with the ESMF and in a manner acceptable to the Bank.	The same timeframe indicated in action 1.3.	MGAP/CONAPROLE/INALE
ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT			
Not currently relevant.			
ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES			
6.1	BIODIVERSITY RISKS AND IMPACTS: The environmental and social assessment of the Project carried out as part of the ESMF during Project preparation, shall address any potential impact on biodiversity. The measures needed to assess, mitigate and address the site-specific risks and impacts on biodiversity shall be incorporated into the ESMPs prepared for the respective subprojects and other Project activities.	The same timeframe indicated in action 1.2. for the ESMF and 1.3 for the ESMPs.	MGAP/CONAPROLE/INALE
ESS 7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES			
Not currently relevant.			
ESS 8: CULTURAL HERITAGE			

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
8.1	<p>CHANCE FINDS:</p> <p>Prepare, adopt and implement a chance finds procedure described in the ESMF developed for the Project under action 1.2. above, and incorporate the corresponding measures into the selection process and the ESMPs to be adopted for the respective subprojects and other Project activities.</p>	The same timeframe indicated in action 1.2. for the ESMF and 1.3 for the ESMPs.	MGAP/CONAPROLE/INALE
ESS 9: FINANCIAL INTERMEDIARIES			
Not currently relevant.			
ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE			
10.1	<p>STAKEHOLDER ENGAGEMENT PLAN PREPARATION AND IMPLEMENTATION:</p> <p>Consult, update, disclose, adopt, and implement the Stakeholder Engagement Plan (SEP) for the Project, in a manner acceptable to the Bank.</p>	<p>The draft SEP was disclosed at MGAP's website before Appraisal stage for public consultations and shall be updated thereafter. The SEP shall be finalized and disclosed no later than thirty (30) days after the Project Effective Date. The SEP shall be revised, as needed, during Project implementation, subject to prior written no objection of the Bank.</p> <p>The SEP shall be implemented throughout Project implementation.</p>	MGAP/CONAPROLE/INALE

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
10.2	<p>PROJECT GRIEVANCE MECHANISM:</p> <p>A) Prepare, adopt, maintain and operate a grievance mechanism (GM), as described in the SEP.</p> <p>The grievance mechanism shall also receive, register and address concerns and grievances related to sexual exploitation and abuse, and sexual harassment in a safe and confidential manner, including through the referral of survivors to gender based violence service providers.</p> <p>B) Include an assessment of the GM operation in the bi-annual reports mentioned under action A above (regular reporting). The assessment shall describe, as a minimum, the number and type of complaints/concerns received, the average resolution time, and other relevant details, in a manner acceptable to the Bank.</p>	<p>A) GM shall be set up no later than 30 days after the Project Effective Date. The GM shall be operational throughout Project implementation.</p> <p>B) The same timeframe indicated in action A (regular reporting) of this ESCP.</p>	MGAP
CAPACITY SUPPORT (TRAINING)			

CS1	<p>Provide training to the PIU staff on topics such as:</p> <ul style="list-style-type: none"> • Legal framework, Environmental and Social Standards (ESSs), ESCP and mitigation measures established in the ESMF and SEP. • Stakeholder engagement and communication. • Gender and intercultural approach. • Gender-based-violence (GBV) issues, monitoring and prevention. • Grievance reception and management, including complaints/concerns related to sexual exploitation and abuse, and sexual harassment. <p>Project technical workers shall be provided with training on topics such as:</p> <ul style="list-style-type: none"> • Occupational health and safety, including emergency prevention and preparedness, response arrangements to emergency situations, and requirements for use of Project vehicles. • Pest management and safe use of pesticides. • Good forest practices. • Gender and intercultural approach. • Biodiversity and sustainable use of natural resources. • Sexual Harassment (SH)/Sexual Exploitation and abuse (SEA) issues, monitoring and prevention. • Stakeholder engagement and communication. • Grievance reception and management, including complaints/concerns related to sexual exploitation and abuse, and sexual harassment. <p>Beneficiaries shall be trained on topics such as:</p> <ul style="list-style-type: none"> • Community health and safety, including requirements for use of agricultural machinery of investment subprojects. • Pest management and safe use of pesticides. • Good forest practices. • Biodiversity and sustainable use of natural resources • Gender and intercultural approach. • SH/SEA prevention. • Available grievance mechanisms. 	Throughout the implementation of the Project.	MGAP
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MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
INSTITUTIONAL ARRANGEMENTS			
IA1	<p>For the purpose of Project implementation, MGAP shall sign specific agreements with the following governmental and non-governmental entities:</p> <ul style="list-style-type: none"> • INALE • INIA • CONAPROLE • Departmental Governments. <p>Such agreements shall require the above entities to comply with this ESCP and the ESSs.</p>	<p>For INALE and CONAPROLE, in accordance with timeframe indicated in the Loan Agreement.</p> <p>For INIA and Departmental Governments, as set out in action 1.4 above.</p>	MGAP