Public Disclosure Authorized

Republic of Tunisia
Digital Transformation for User-Centric Public Services (P168425)

ENVIRONMENTAL and SOCIAL COMMITMENT PLAN (ESCP)

[23/04/2019]

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The Republic of Tunisia
Digital Transformation for User-Centric Public Services (P168425)
ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

1. The Republic of Tunisia (the Borrower) is planning to implement the Digital Transformation for User-Centric Public Services Project (the ***Project***), with the involvement of the following Ministries/agencies/units: Ministry of Technology, Communication and Digital Economy (MTCDE). The International Bank for Reconstruction and Development hereinafter the Bank has agreed to provide financing for the Project.

2. The Borrower will implement material measures and actions so that the Project is implemented in accordance with the World Bank Environmental and Social Standards (***ESSs***). This Environmental and Social Commitment Plan (***ESCP***) sets out a summary of the material measures and actions.

3. Where the ESCP refers to specific plans or other documents, whether they have already been prepared or are to be developed, the ESCP requires compliance with all provisions of such plans or other documents. In particular, the ESCP requires compliance with the provisions set out in the Project's Stakeholder Engagement Plan (SEP), the Environmental and Social Management Framework (ESMF), the Resettlement policy Framework (RPF) and Labor Management Procedures (LMP) developed by MTCDE, and the Environmental and social Management Plans (ESMPSs), Resettlement Action Plans (RAPs) to be developed by MTCDE and Labor Management Plans (LMPs) to be prepared by contractors before any commencement of works.

4. The table below summarizes the material measures and actions that are required as well as the timing of the material measures and actions. The Borrower is responsible for compliance with all requirements of the ESCP even when implementation of specific measures and actions is conducted by the MTCDE referenced in 1. above.

5. Implementation of the material measures and actions set out in this ESCP will be monitored and reported to the Bank by the Borrower as required by the ESCP and the conditions of the legal agreement, and the Bank will monitor and assess progress and completion of the material measures and actions throughout implementation of the Project.

6. As agreed by 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 assessment of Project performance conducted under the ESCP itself. In such circumstances, The Borrower will agree to the changes with the Bank and will update the ESCP to reflect such changes. Agreement on changes to the ESCP will be documented through the exchange of letters signed between the Bank and the Borrower. The Borrower will promptly disclose the updated ESCP. Depending on the project, the ESCP may also specify the funding necessary for completion of a measure or action.

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.

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Summary of the Material Measures and Actions to Mitigate the Project's Potential Environmental and Social Risks and Impacts		*Timeframe*	*Responsibility / Authority and Resources/Funding Committed*	*Date of Completion*
ESCP Monitoring and Reporting				
	REGULAR REPORTING: Prepare and submit regular monitoring reports on the implementation of the ESCP.	*Six-monthly throughout Project implementation as part of Project progress reports. 01/2020*	*MTCDE*	Throughout project implementation
	INCIDENTS AND ACCIDENTS NOTIFICATION: In case of occurrence of an incident or accident related or having an impact on the Project which has, or are likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, the MTCDE shall: (a) as soon as reasonably practicable, but no later than ten (10) calendar days after the occurrence of such incident of accident, inform the Bank by any electronic means of its nature, or circumstance and any effect or impact resulting or likely to result there from; (b) as soon as reasonably practicable, but no later than thirty (30) days after such incident or accident, provide the Bank with a summary report that includes a description of the incident or accident, and the measures, if any, that the Borrower is taking or plans to take to address it and to prevent any future similar event; and	*Promptly after taking notice of the incident or accident.*	MTCDE	Throughout project implementation

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	(c) keep the Bank informed of the on-going implementation of the said measures and plans.			
SUMMARY ASSESSMENT				
ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS				
1.1	**ORGANIZATIONAL STRUCTURE**: Establish an organizational structure with qualified staff to support management of E&S risks including an E&S focal point to be responsible of day to day implementation of ESMF and CPR. Maintain as necessary throughout Project implementation.	*By effectiveness 01/2020*	MTCDE	
1.2	**ENVIRONMENTAL AND SOCIAL ASSESSMENT:** Carry out environmental and social assessment ESMF and RPF to identify and assess the environmental and social risks and impacts of the Project and appropriate mitigation measures.	*Before appraisal 04/2019*	MTCDE	
1.3	**MANAGEMENT TOOLS AND INSTRUMENTS:** Develop and implement ESMPs and RAPs, in accordance with the ESMF and RPF	*Before any commencement of works 01/2020*	MTCDE	*Throughout project implementation* *No works can commence until and when relevant ESMP/RAP, if applicable, have been prepared, consulted, published and implemented*
1.4	**MANAGEMENT OF CONTRACTORS:** MTCDE will incorporate the Obligation of preparation of Environmental Health and Safety (EHS) plan into contractual agreements with contractors together with appropriate noncompliance remedies	*Prior to the preparation of procurement documents.*	MTCDE	Throughout project implementation

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		01/2020		
1.5	**PERMIT, CONSENTS AND AUTHORIZATIONS**: Obtain or assist in obtaining, as appropriate, the permits, consents and authorizations that are applicable to the Project from relevant national authorities. Comply or cause to comply, as appropriate, with the conditions established in these permits, consents and authorizations throughout Project implementation.	*Before any commencement of works 01/2020*	MTCDE	*Throughout project implementation*
1.6	**CAPACITY BUIDING PLAN:** MTCDE will prepare an E&S Capacity Building Plan that shall include clear timeframe and budget for building capacity of MTCDE and other stakeholders.	*Before project effectiveness 01/2020*	MTCDE	*Throughout project implementation*
1.7	**REPORTING TO WB**: MTCDE will submit semiannual E&S performance reports to the World Bank within 45 days after end of the calendar year	*Six-monthly throughout Project implementation as part of Project progress reports. 07/2020*	MTCDE	*Throughout project implementation*
ESS 2: LABOR AND WORKING CONDITIONS				
2.1	**LABOR MANAGEMENT PROCEDURES**: MTCDE will prepare and implement a labor management procedure (LMP) including	*Before effectiveness 01/2020*	MTCDE	

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	Occupational Health and Safety (OHS) measures and grievance mechanisms for its own workforce.			
2.2	***LABOR MANAGEMENT PLANS:*** Contractors will prepare and implement Labor Management plans including Occupational Health and Safety (OHS) measures, project workers training to heighten awareness of risks and to mitigate impacts on local communities and internal grievance mechanism for their own workforce	Contractual obligation Maintained throughout Project implementation 01/2020	Contractors	*Throughout project implementation*
ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT				
3.1	**MANAGEMENT OF WASTE AND HAZARDOUS MATERIALS:** The contractor will Develop and implement measures and actions in work ESMP/EHS plan to manage waste and hazardous materials.	*Contractual obligation Maintained throughout Project implementation. 01/2020*	Contractors	Throughout project implementation
ESS 4: COMMUNITY HEALTH AND SAFETY				
4.1	**COMMUNITY HEALTH AND SAFETY**: The contractor will Develop and implement measures and actions in work ESMP/EHS plan to manage risks related to Community Health and Safety including traffic and road safety risks, Labor influx risks, gender-based violence (*GBV*) and sexual exploitation and abuse (*SEA*) risks and risks related to the use of security personnel.	*Contractual obligation Maintained throughout Project implementation. and by 01/2020*	Contractors	*Throughout project implementation*

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ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT				
5.1	**LAND ACQUISITION AND RESETTLEMENT:** Assess the nature and degree of expected land acquisition and involuntary resettlement under the project, and prepare a Resettlement Policy Framework (RPF) .	By Appraisal 04/2019	MTCDE	*Prior to commencement of civil works*
5.2	**RESETTLEMENT PLANS**: Prepare and implement resettlement plan RAPs consistent with the requirements of the *RPF* and ESS5, as need be. The RAPs will include a census of project affected properties and persons.	*RAPs to be implemented prior initiating project activities that involve involuntary resettlement* (physical and/or economic).	MTCDE	Prior to commencement of civil works, which, through social screening, have been confirmed to induce involuntary resettlement (physical and/or economic).
5.3	**MONITORING AND REPORTING:** Ensure that monitoring and reporting on land acquisition and resettlement activities are conducted separately or as part of regular reporting.	*Throughout Project implementation.*	MTCDE	*Throughout Project implementation.*
5.4	**GRIEVANCE MECHANISM**: The same mechanism established under ESS10 will be used.	*By 04/2019*	MTCDE	*Throughout project implementation*
ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES				

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6.1	**BIODIVERSITY RISKS AND IMPACTS**: The contractor will develop and implement measures and actions in work ESMP/EHS plan to manage risks and impacts on terrestrial habitat alteration and biodiversity.	*Contractual obligation Maintained throughout Project implementation. and by 01/2020*	Contractors	*Throughout project implementation*
ESS 7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES				
7.1	Not Relevant to the project			
ESS 8: CULTURAL HERITAGE				
8.1	**CHANCE FINDS**: Chance find procedures will be part of all contracts involving any works under the project	*Prior any commencement of works and maintained throughout construction. and by 01/2020*	Contractors	*Throughout project implementation*
ESS 9: FINANCIAL INTERMEDIARIES				
9.1	Not relevant to the project			
ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE				
10.1	**SEP PREPARATION**: Prepare, disclose a Stakeholder Engagement Plan (*SEP*) including arrangements for grievance mechanism.	*Before appraisal By 04/2019*	MTCDE	*By appraisal*
10.2	**SEP IMPLEMENTATION**: Implement the SEP.	*Throughout Project implementation*	MTCDE	*Throughout project implementation*