

Republic of Seychelles
Ministry of Finance, National Planning and Trade

**Regional Emergency Preparedness and
Access to Inclusive Recovery (REPAIR) MPA**

Phase 2

P508319

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

Negotiated Version

June 9, 2025

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

1. The Republic of Seychelles will implement the Regional Emergency Preparedness and Access to Inclusive Recovery Phase 2 Program (the Project), with the involvement of the Ministry of Finance National Planning and Trade (MFNPT) and supported by ARC Ltd. as an implementing partner in participating MPA countries, including Seychelles, as set out in the Loan Agreement (the Agreement). The International Bank for Reconstruction and Development (the Bank), has agreed to provide financing for the Project, as set out in Agreement.
2. The Borrower shall ensure that the Project is carried out in accordance with the Environmental and Social Requirements (ESSs) and this Environmental and Social Commitment Plan (ESCP), in a manner acceptable to the Bank. The ESCP is a part of the Agreement. Unless otherwise defined in this ESCP, capitalized terms used in this ESCP have the meanings ascribed to them in the 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, their respective timeframes; institutional, staffing, training, monitoring and reporting arrangements; and grievance management. The ESCP also sets out the environmental and social (E&S) documents that shall be prepared or updated, consulted, disclosed and implemented under the Project, consistent with the ESSs, in form and substance acceptable to the Bank. Said E&S documents may be revised from time to time with prior written agreement by both parties. As provided for under the referred Agreement, the Borrower shall ensure that there are sufficient funds available to cover the costs of implementing the ESCP.
4. As agreed by the Bank and the Borrower, this ESCP will be revised from time to time, if necessary, to reflect adaptive management of Project changes or unforeseen circumstances or in response to Project performance. In such circumstances, the Bank and the Borrower agree to update the ESCP to reflect these changes through an exchange of letters signed between the Bank and the Minister of the Ministry of Finance and Economic Affairs (MFNPT). The Borrower shall promptly disclose the updated ESCP.
5. The subsection on “Indicators for Implementation Readiness” below identifies the actions and measures to be monitored to assess Project readiness to begin implementation in accordance with this ESCP. Nevertheless, all actions and measures in this ESCP shall be implemented as set out in the “Timeframe” column below irrespective of whether they are listed in the referred subsection.

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
IMPLEMENTATION ARRANGEMENTS AND CAPACITY SUPPORT			
A	<p>ORGANIZATIONAL STRUCTURE</p> <p>a) Establish and maintain a Project Focal Point within the MFNPT to ensure that the eligible delivery channels are fit for purpose and effective at all times by:</p> <p>1) screening activities for which funding is being requested by the delivery channels to determine if they are eligible, with ARC Ltd support, using the Exclusion list included in the Governance Framework. (The Exclusion list is also included in Annex 1 of this ESCP);</p> <p>2) ensuring funds allocated to designated national delivery channels, including World Bank compliant social cash transfer projects, Micro, Small and Medium Enterprise (MSME) Finance channels, national disaster funds and other selected channels comply with World Bank ESF requirements and Project eligibility criteria provided in the Project's Governance Framework and POM;</p> <p>3) facilitating the timely collection of relevant E&S compliance and performance data for the ex-ante audit of the delivery channels by ARC Ltd, and for the ex-post audit following disbursement of a Financial Instrument and,</p> <p>4) Mobilizing additional staff or consultants as needed on short-term and long-term engagements in accordance with capacity building and institutional assessment needs and for monitoring of delivery channels;</p> <p>MFNPT shall also rely on the support of ARC Ltd's regional environmental and social (E&S) specialist and ARC Ltd's country-level dedicated Focal Point, and (as needed) other ARC Ltd consultants to provide support and capacity building to MFNPT to ensure compliance with Bank requirements and the Governance Framework</p>	<p>a) MFNPT Focal point is appointed no later than one month after the Effective Date¹ and thereafter maintains the position throughout Project implementation.</p> <p>b) ARC Ltd country Focal Point for Seychelles hired or appointed no later than one month after the Effective Date, and thereafter maintain the position throughout Project Implementation</p>	MFNPT ARC Ltd

¹ Refer to the financing agreement for the definition of the effective date.

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
B	<p>CAPACITY BUILDING PLAN/MEASURES</p> <p>With ARC Ltd support, prepare and implement a capacity building plan for training to be provided to MFNPT REPAIR focal point and other staff and consultants involved in REPAIR Project implementation. Training may include the following topics:</p> <ul style="list-style-type: none"> ESF requirements and their application in the context of the REPAIR Project, including SEA/SH measures, stakeholder consultation and grievance redress procedures. Other relevant E&S topics and capacity building needs as identified during Project implementation 	Within 12 months of project Effective Date	MFNPT ARC Ltd
MONITORING AND REPORTING			
C	<p>REGULAR REPORTING</p> <p>Prepare and submit, with ARC Ltd support, regular monitoring reports on the environmental, social, health and safety (ESHS) performance of the Project to the Bank, including but not limited to the implementation of the ESCP, Stakeholder engagement Plan (SEP) and Grievance Mechanism (GM), other MFNPT commitments indicated in this ESCP, and reporting on compliance with ESF E&S requirements by delivery channels receiving funds under the REPAIR Fund.</p>	<p>Submit quarterly reports to the Bank throughout Project implementation, commencing no later than 3 months after the Effective Date.</p> <p>Submit each report to the Bank no later than 15 days after the end of each reporting period.</p>	MFNPT ARC Ltd
D	<p>INCIDENTS AND ACCIDENTS</p> <p>a. Promptly notify the Bank of any incident or accident related to MFNPT-level Project activities which has, or is likely to have, a significant adverse effect on the environment, the affected stakeholders, 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. Provide available details of the incident or accident to the Bank upon request.</p> <p>b. In the case of significant incidents or accidents occurring at the level of delivery channels, those channels are expected to follow above Bank guidelines on reporting such occurrences. Where such incidents occur on activities funded through the REPAIR Fund, MFNPT should be copied on the delivery channel's notifications and reports sent to the Bank.</p>	<p>a. Notify the Bank no later than 48 hours (24 hours' notice for SEA/SH incidents or accidents resulting in fatalities or serious injuries) after learning of the incident or accident.</p> <p>b. Forward any notifications or reports received from delivery channels to the Bank no later than 48 hours (24 hours' notice for SEA/SH incidents or accidents resulting in fatalities or serious injuries) after learning of the incident or accident.</p>	MFNPT ARC Ltd

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
	c. Subsequently, at the Bank's request, and with ARC Ltd support, prepare a report on the incident or accident that occurred at MFNPT or delivery channel level and propose any measures to address it and prevent its recurrence.	c. Provide subsequent report to the Bank within a timeframe acceptable to the Bank.	
E	<p>EXCLUSION LIST</p> <p>As per the REPAIR Governance Framework, a number of activities are excluded from the Project. The list of excluded activities can be found in the Annex to this ESCP.</p>	Throughout project implementation	MFNPT ARC Ltd Approved REPAIR delivery channels
ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS			
1.1	<p>ENVIRONMENTAL AND SOCIAL INSTRUMENTS</p> <p>a) Develop, adopt, and implement the SEP with ARC Ltd. support, in a form and substance acceptable to the Bank.</p> <p>b) Prepare, adopt and implement a MFNPT Project Operations Manual (POM) with ARC Ltd support that will cover Bank ESS requirements for activities to be funded by the REPAIR project, including OHS, SEA/SH and other ESS requirements to be met by MFNPT, as well as the Exclusion List of what may be financed under the project.</p> <p>c) POM shall include procedures to screen, verify and monitor all designated delivery channels to ensure that they have existing E&S instruments for their current (i.e. non-REPAIR) projects, including—but not limited to—Environmental and Social Management Frameworks (ESMFs), Environmental and Social Management Plans (ESMPs), Labor Management Procedures (LMPs), SEA/SH Action Plans, etc.</p> <p>d) For potential current and future delivery channels which do not have any current ESF-compliant E&S risk management procedures or instruments in place, nor similar procedures or instruments which are materially consistent with relevant Bank ESSs, MFNPT and ARC Ltd will prepare and require delivery channels to implement a climate crisis-oriented Environmental and Social Management Framework (ESMF) prepared by ARC Ltd that will be similar to the CERC ESMF developed in Mozambique, and adhering to the activity funding eligibility criteria (including the Exclusion List) to be found in the Governance Framework.</p>	<p>a) See 10.1 for timeframe and implementation details.</p> <p>b) and c) Prepare and adopt a POM to be reviewed and cleared by the Bank no later than three months after the Project Effective Date. Thereafter implement POM guidelines, and review and update them as needed throughout Project implementation.</p> <p>d) Adopt the ESMF no later than three months after Project Effective Date. Require and monitor use of instrument by relevant delivery channels throughout Project implementation.</p>	MFNPT ARC Ltd
1.2	<p>TECHNICAL ASSISTANCE</p> <p>Ensure all Technical Assistance (TA) activities to be carried out for the Project by MFNPT are consistent with the ESF, and that TORs to be prepared by MFNPT and ARC Ltd shall include provisions for identifying and addressing potential E&S risks, and 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.</p>	Throughout Project implementation.	MFNPT ARC Ltd

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
ESS 2: LABOR AND WORKING CONDITIONS			
2.1	LABOR MANAGEMENT PROCEDURES a. MFNPT shall adopt and implement Labor Management Procedures (LMP), including, where relevant, provisions on working conditions, management of workers relationships, occupational health and safety plans, code of conduct (including relating to SEA/SH), forced labor, child labor, grievance arrangements for Project workers, and applicable requirements for consultants. The LMP will be a disclosable annex to the POM. b. Ensure, with ARC Ltd support, that delivery channels that are already following ESF procedures shall ensure their Labor Management Procedures are followed for all activities funded through REPAIR, including grievance redress arrangements for their Project workers.	a. Adopt the Labor Management Procedures no later than one month after the Project Effective Date and thereafter implement throughout Project implementation. b. Throughout Project Implementation.	MFNPT ARC Ltd
2.2	GRIEVANCE MECHANISM FOR PROJECT WORKERS Establish and operate with ARC Ltd assistance a grievance mechanism (GM) for MFNPT Project workers, consistent with Government HR, GBV/SEA/SH and Labor policies and with ESS2.	Establish worker GM no later than one month after Project Effective Date and thereafter maintain and operate it throughout Project implementation.	MFNPT ARC Ltd
ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT			
3.1	RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT Ensure, with ARC Ltd support, that delivery channels receiving REPAIR funds comply with relevant ESS 3 requirements, through their existing E&S instruments and procedures and the REPAIR Governance Framework.	Throughout Project implementation.	MFNPT ARC Ltd
ESS 4: COMMUNITY HEALTH AND SAFETY			
4.1	COMMUNITY HEALTH AND SAFETY Ensure, with ARC Ltd support, that delivery channels receiving REPAIR funds comply with relevant ESS 4 requirements, including traffic safety and SEA/SH measures, through their existing E&S instruments and procedures and the REPAIR Governance Framework.	Throughout Project implementation.	MFNPT ARC Ltd
ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT			
NOT RELEVANT This standard is not relevant. Activities involving land acquisition, restrictions on land use and involuntary resettlement are excluded from REPAIR project financing.			
ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES			

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
6.1	BIODIVERSITY RISKS AND IMPACTS Ensure, with ARC Ltd support, that delivery channels receiving REPAIR funds comply with relevant ESS 6 requirements, through their existing E&S instruments and procedures and the REPAIR Governance Framework.	Throughout Project implementation.	MFNPT ARC Ltd
ESS 7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES			
NOT RELEVANT FOR SEYCHELLES			
ESS 8: CULTURAL HERITAGE			
8.1	CULTURAL HERITAGE RISKS AND IMPACTS Ensure, with ARC Ltd support, that delivery channels receiving REPAIR funds comply with relevant ESS 8 requirements, including chance find procedures, through their existing E&S instruments and procedures and the REPAIR Governance Framework.	Throughout Project implementation.	MFNPT ARC Ltd
ESS 9: FINANCIAL INTERMEDIARIES [This standard is only relevant for Projects involving Financial Intermediaries (FIs).]			
9.1	ENVIRONMENTAL AND SOCIAL MANAGEMENT SYSTEM (ESMS) Ensure, with ARC Ltd support, that MSME delivery channels receiving REPAIR funds which are considered to be Financial Intermediaries comply with relevant ESS 9 requirements, including an ESS 9-compliant Environmental and Social Management System (ESMS) through their existing E&S instruments and procedures and the REPAIR Governance Framework.	Throughout Project implementation.	MFNPT ARC Ltd
ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE			
10.1	STAKEHOLDER ENGAGEMENT PLAN Adopt, implement, and update as needed, with ARC Ltd support, a Stakeholder Engagement Plan (SEP) for MFNPT's REPAIR-related activities, 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.	Prepare draft SEP by Appraisal, and complete adopt and disclose updated version no later than two months after the Project Effective Date. Thereafter update it at least annually and implement it throughout Project implementation.	MFNPT ARC Ltd
10.2	PROJECT GRIEVANCE MECHANISM		MFNPT ARC Ltd

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
	<p>a. Establish, publicize, maintain, and operate an accessible grievance mechanism (GM), to receive and facilitate resolution of concerns and grievances in relation to MFNPT's activities and responsibilities within 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>b. 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> <p>c. Ensure, with ARC Ltd support, that delivery channels receiving REPAIR funds comply with relevant ESS 10 requirements, including that their SEP and GM procedures are followed for all activities funded through the REPAIR including grievance arrangements for their end-beneficiaries.</p> <p>d. Ensure, with ARC Ltd support, that potential current or future delivery channels with no SEP, GM or similar consultation and grievance redress procedures or instruments which are materially consistent with ESS10 requirements shall, with support from ARC Ltd, prepare and implement ESS 10-compliant stakeholder consultation and GM procedures.</p>	<p>a. Draft version of the MFNPT grievance mechanism to be included in draft SEP by Appraisal</p> <p>a. MFNPT GM to be established an operational no later than two months after the Project's Effective Date, and thereafter maintain and operate the mechanism throughout Project implementation.</p> <p>a and b. ARC Ltd shall collect and manage any grievances submitted prior to implementation of the GM by MFNPT</p> <p>c. Throughout project implementation.</p> <p>d. New consultation or grievance redress mechanisms needed by current or future delivery channels to be developed and implemented before these channels are eligible to receive REPAIR Fund financing.</p>	
INDICATORS FOR IMPLEMENTATION READINESS			
<p>The following actions are indicators for implementation readiness:</p> <p>A. - Appoint MFNPT Focal point for Project</p> <p>1.1 and 10.1 - Preparation of draft SEP</p> <p>1.2 and 10.2 - Preparation of GM</p> <p>2.1 - Preparation of LMP</p> <p>2.2 - Preparation of worker GM</p>			

Annex 1: Eligibility Criteria for activities to be financed under the REPAIR Project

Activities financed under the RCRF shall target immediate preparedness, emergency response or recovery. To ensure alignment with the existing CERC procedures, the activities must be implemented within 12 months maximum from the time MoF has received the funds. In general, funds disbursed under REPAIR, should not be used to i. reimburse activities already implemented through government expenditures: in other words, REPAIR funding from the Reserves layer is expected to be complementary to government expenditures or ii. pay for internal operations/requirements (such as tools, IT equipment, light infrastructure, communication facilities, air tickets etc ...) of government agencies involved in responding to a shock. Exceptions may be discussed with the RCRF manager and/or World Bank on a case-by-case basis and may be entertained on the basis of i.) strong justifications for such requirements and ii) adequate check and balances for procurement and stock management processes within the operations of the requester.

- *Immediate preparedness:* communication to populations ahead of event, preventive evacuation of population, asset protection work, setting up preventive food reserve, purchase of additional equipment for the civil protection ahead of shock, etc. Immediate preparedness means anticipating the occurrence of an imminent shock under reasonable grounds for a high materialisation probability.
- *Emergency response:* cash-transfer, emergency shelters, primary care, food support to affected population, civil protection interventions, emergency repair for infrastructure that is life saving to affected populations, or gives access to those performing critical activities, health care facilities, schools, animal feed and water tankers to herders, partial credit guarantees or emergency loans and saving support to MSMEs, etc.
 - For a fast-onset shock, activities qualifying as emergency response should be carried out in the immediate aftermath of the shock (maximum of 4 weeks after the shock has occurred).
 - For a slow-onset shock, activities qualifying for disbursement under REPAIR should result from the triggering of relevant early warning systems and should be related to the identification of livelihood-based interventions for example, animal feed, water conservation interventions, short cycle seed distributions. Early response strategies should aim to provide anticipatory action, reduces human suffering and builds resilience to future shocks in a manner which is commensurate to the severity of the shock as provided by a broad consensus from different expert data sources.
- *Recovery:* water pumping, removal of debris, temporary relocation of affected population, medium term medical aid, prevention of floodwater disease, funerals, disposal of deceased livestock, distribution of grain and inputs for farmers, replanting of crop/trees, reinstalment of key public services (electricity, roads, communication, waste, etc.)

A full list of activities eligible for financing under the REPAIR project can be found in the REPAIR Governance Framework.

Excluded Activities

The following activities and uses for goods and equipment financed by REPAIR are prohibited. These include but are not limited to illegal activities, activities that do not directly or indirectly support final beneficiaries, activities that could cause significant environmental and social risks to populations or assets impacted.

- Activities associated with human-related and technological hazards risks such as: man-made fires in urban environments, terrorism, war, migration, riots, political crisis, cyber-attacks, financial market crisis, etc
- The construction of new infrastructures, inexistent prior to the disaster or outside the perimeters of the original infrastructure
- Activities which do not provide any direct or indirect benefits to vulnerable households and MSMEs such as capitalizing State-Owned Enterprises (SEOs), payment of sovereign debt, etc
- Activities that would lead to conversion or degradation of critical forest areas, critical natural habitats, and clearing of forests or forest ecosystems
- Activities affecting protected areas (or buffer zones thereof), other than to rehabilitate areas damaged by previous natural disasters
- Land reclamation (i.e., drainage of wetlands or filling of water bodies to create land)
- Land clearance and levelling in areas that are not affected by debris resulting from the eligible crisis or emergency

- River training (i.e., realignment, contraction or deepening of an existing river channel, or excavation of a new river channel)
- Activities that will result in the involuntary taking of land, relocation of households, loss of assets or access to assets that leads to loss of income sources or other means of livelihoods, and interference with households' use of land and livelihoods
- Construction of new roads, realignment of roads, or expansion of roads, or rehabilitation of roads that are currently located on lands that are not in the public domain but will be registered as government assets after rehabilitation
- Use of goods and equipment on lands abandoned due to social tension / conflict, or the ownership of the land is disputed or cannot be ascertained
- Use of goods and equipment to demolish or remove assets, unless the ownership of the assets can be ascertained, and the owners are consulted
- Uses of goods and equipment involving forced labor, child labor, or other harmful or exploitative forms of labor
- Uses of goods and equipment for activities that would affect indigenous peoples, unless due consultation and broad support has been documented and confirmed prior to the commencement of the activities
- Uses of goods and equipment for military or paramilitary purposes
- Uses of goods and equipment in response to conflict, in any area with active military or armed group operations
- Activities related to returning refugees and internally displaced populations
- Activities which, when being carried out, would affect, or involve the use of, water of rivers or of other bodies of water (or their tributaries) which flow through or are bordered by countries other than the Borrower/Recipient, in such a manner as to in any way adversely change the quality or quantity of water flowing to or bordering said countries.

The Government shall not use the funds financed under REPAIR for military or paramilitary or for any other purposes specifically excluded under the terms of financing.