

State of Paraná/ Secretariat of Planning

**Paraná Public Sector Modernization and
Innovation for Service Delivery
Operation(P168634)**

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

March 8, 2022

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

1. The State of Paraná (hereinafter the “Borrower”) through the Secretariat of Planning (SEPL), with the participation of the State Secretariat of Administration and Social Security (SEAP), the State Health Secretariat (SESA), the Instituto Água e Terra (IAT), and the *Casa Civil*, shall implement the Paraná Public Sector Modernization and Innovation for Service Delivery Operation (the Operation). The International Bank for Reconstruction and Development (hereinafter the Bank) has agreed to provide financing for the Operation. The Operation consists of a Program part and a Project part (the “Project”). This ESCP applies to the Project.
2. The Borrower shall implement material measures and actions so that the Project is implemented in accordance with the Environmental and Social Standards (ESSs). This Environmental and Social Commitment Plan (ESCP) sets out material measures and actions, any specific documents or plans, as well as the timing for each of these.
3. The Borrower shall also comply and assure the compliance of the provisions of any other E&S documents required under the ESSs and referred to in this ESCP, such as the Stakeholder Engagement Plan (SEP), the Labor Management Procedures (LMPs) and the timelines specified in those E&S documents.
4. The Borrower is responsible for compliance with all requirements of the ESCP even when implementation of specific measures and actions is conducted by the agencies referenced in 1. above.
5. Implementation of the material measures and actions set out in this ESCP shall 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 shall 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, through the Secretariat of Planning of the State of Parana, shall agree to the changes with the Bank and shall update the ESCP to reflect such changes. Agreement on changes to the ESCP shall be documented through the exchange of letters signed between the Bank and the Secretariat of Planning of the State of Parana. The Secretariat of Planning of the State of Parana 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: prepare and submit to the Bank regular monitoring reports on the environmental, social, health and safety (ESHS) performance of the Project, in form and substance acceptable to the Bank, as further specified in the Operational Manual (OM). The regular reports shall include, inter alia, subsections on relevant ESSs, implementation of the ESCP, implementation of the labor management aspects (e.g. occupational, health and safety aspects), stakeholder engagement activities, functioning of the grievance mechanism (with staffing and resources; number, types and status of resolution of any Project-related grievances). These reports shall also include the measures that have been taken to ensure that vulnerable or disadvantaged groups and individuals (including indigenous peoples) are able to access Project benefits and included in the stakeholder engagement activities.</p>	<p>By-annual reports submitted to the Bank no later than ninety (90) days after the end of each calendar semester, covering the calendar semester.</p> <p>The report shall be submitted together with the Project Reports required under Section II of Schedule 2 of the legal agreement.</p>	SEPL
B	<p>INCIDENTS AND ACCIDENTS: 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, or Project's workers. Provide sufficient detail regarding the incident or accident, indicating immediate measures taken or that are planned to be taken to address it, as appropriate. Subsequently, as per the Bank's request, prepare a report on the incident or accident and propose any measures to prevent its recurrence.</p> <p>A Borrower's guide to response to environmental, social and occupational health and safety incidents for World Bank Financed Projects that further details how to address any incidents or accidents is included as part of the Operational Manual.</p>	<p>Notify the Bank within 48 hours after learning of the incident or accident.</p> <p>Timing on the submission of subsequent report would be specified by the Bank within a timeframe acceptable to the Bank, as requested.</p>	SEPL
ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS			

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
1.1	<p>ORGANIZATIONAL STRUCTURE: SEPL shall designate an environmental and social specialist to its PMU to be responsible for management and monitoring of Project ESHS performance, under terms of reference and with qualifications and experience satisfactory to the Bank, and shall maintain said environmental and social specialist throughout Project implementation.</p> <p>SEPL shall request each executing¹ agency to designate a focal point that shall be responsible for managing the Project's environmental and social information and for transferring the information to SEPL's environmental and social specialist.</p>	<p>The environmental and social specialist shall be assigned no later than 30 days after the Effective Date, and, thereafter, maintained throughout Project implementation.</p> <p>No later than 30 days after the Effective Date.</p>	SEPL
1.2	<p>TECHNICAL ASSISTANCE</p> <p>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 reviewed and found acceptable to the Bank, that incorporate the relevant requirements of the ESSs.</p>	<p>The terms of reference shall be reviewed and approved by the Bank prior to their finalization, as further specified in the Operational Manual, throughout Project implementation, and technical assistance activities shall be thereafter carried out in accordance with those terms of reference.</p>	SEPL
ESS 2: LABOR AND WORKING CONDITIONS			

¹ The executing agencies are: SEPL, SEAP, Casa Civil, SESA (Secretaria de Estado de Saúde - State Health Secretariat), IAT (Instituto Água e Terra - Water and Land Institute).

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
2.1	<p>LABOR MANAGEMENT PROCEDURES & OCCUPATIONAL HEALTH AND SAFETY (OHS) MEASURES:</p> <p>Adopt and implement, where relevant and necessary, the LMPs – including OHS measures and measures to prevent sexual harassment and sexual exploitation and abuse in the workplace in connection to the Project – that will apply for all Project workers as further detailed in the LMP, in line with ESS2.</p>	LMP shall be adopted no later than 60 days after the Effective Date, and, thereafter, throughout Project implementation.	SEPL
2.2	<p>GRIEVANCE MECHANISM FOR PROJECT WORKERS: The Borrower through Ouvidoria of Government of Parana shall maintain, operate and report on a grievance mechanism for Project workers, consistent with ESS2, as described in the LMP.</p>	Grievance mechanism operational within 60 days after Project Effective Date, and, thereafter, throughout Project implementation.	Based on CGE/Ouvidoria data, SEPL will report semiannually to the WB
ESS3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT			
3.1	<p>EFFICIENT CONSUMPTION OF ENERGY AND OTHER RESOURCES:</p> <p>Carry out the Project in accordance with the applicable requirements of ESS3, as further detailed in the OM. The terms of reference of all technical assistance activities, whenever relevant, shall include the requirements of this standard.</p>	Same timeframe than action 1.2.	SEPL
ESS 4: COMMUNITY HEALTH AND SAFETY			
4.1	<p>Carry out the Project in accordance with the applicable requirements of ESS4, as further detailed in the OM, including adopting and implementing the COVID-19 mitigation measures for all contacts with Project Workers and beneficiaries.</p>	<p>Technical assistance activities to incorporate relevant requirements of ESS4 in the timeframe set out in action 1.2.</p> <p>Measures mitigation shall be implemented no later than 60 days after the Project Effective Date, and, thereafter, throughout Project implementation.</p>	SEPL
ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT			

5.1	<p>Carry out the Project in accordance with the applicable requirements of ESS5, as further detailed in the OM. The terms of reference of all technical assistance activities, whenever relevant, shall include the requirements of this standard.</p> <p>The reports to be submitted to the Bank under Action A (above) shall include a subsection on land acquisition, restrictions on land use and involuntary resettlement whenever relevant for the IPF TA Component.</p>	Same timeframe than action 1.2.	SEPL.
ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES			
6.1	<p>RISKS AND IMPACTS ON BIODIVERSITY: Carry out the Project in accordance with the applicable requirements of ESS6, as further detailed in the OM. The terms of reference of all technical assistance activities, whenever relevant, shall include the requirements of this standard.</p>	Same timeframe than action 1.2.	SEPL
ESS 7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES			
7.1	<p>Carry out the Project in accordance with the applicable requirements of ESS7, as further detailed in the OM and SEP. The terms of reference of all technical assistance activities, whenever relevant, shall include the requirements of this standard.</p>	Same timeframe than action 1.2.	SEPL.
ESS 8: CULTURAL HERITAGE			
8.1	<p>LEGALLY PROTECTED CULTURAL HERITAGE AREAS: Carry out the Project in accordance with the applicable requirements of ESS8, as further detailed in the OM. The terms of reference of all technical assistance activities, whenever relevant, shall include the requirements of this standard.</p>	Same timeframe than action 1.2.	SEPL
ESS 9: FINANCIAL INTERMEDIARIES			
Not relevant for the Project.			
ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE			

10.1	<p>STAKEHOLDER ENGAGEMENT PLAN: Adopt measures to ensure that the carrying out of Project activities includes stakeholder engagement in accordance with ESS10, in a manner acceptable to the Bank. This includes, inter alia:</p> <p>a) Prepare, disclose, consult, adopt, and implement a Stakeholder's Engagement Plan (SEP), in a manner acceptable to the Bank, to ensure stakeholder engagement activities are carried out in a timely, understandable, accessible, and appropriate manner and format. The SEP shall include a specific section on culturally appropriate stakeholder engagement with indigenous peoples as provided in action 7.1.</p> <p>b) Disclose the draft Environmental and Social Commitment Plan (ESCP) and the draft SEP for the Project at least at the website of the SEPL of the Government of Parana, and once the final version of the ESCP and SEP are available re- disclose them in the same websites.</p>	<p>Draft SEP: Prepared and disclosed before Project appraisal. The SEP shall be consulted upon with stakeholders, finalized, adopted by the Borrower and disclosed no later than 60 days after the Effective Date and implemented throughout Project implementation.</p>	SEPL
10.2	<p>PROJECT GRIEVANCE MECHANISM: The Borrower shall implement measures to strengthen the current grievance redress mechanism of the Ouvidoria of Government of Parana, in accordance with ESS10 and as further detailed on the SEP and the OM. Strengthened GRM shall be used throughout Project implementation to address any complaints related to the Project. The few enhancement measures that shall be included to strengthen the Ouvidoria are related to (i) a window to receive Project-specific complaints;(ii) the electronic systems features and channels to enable systematic access and use of the Ouvidoria by most disadvantaged and vulnerable individuals and social groups (such as indigenous peoples, quilombolas, illiterate individuals, people with disabilities and communities without access to internet).</p>	<p>Ouvidoria of Government of Parana shall continue to be operational throughout Project implementation.</p>	SEPL with the support of CGE
CAPACITY SUPPORT (TRAINING)			
CS1	<p>Training in the Bank's Environmental and Social Standards for civil servants and consultants of the PMU working on the Project. This training will be carried out in collaboration with the Bank and in agreement with the Project Management Unit (PMU).</p>	<p>No later than 60 days after the Project Effective Date and implemented annually, throughout Project implementation</p>	SEPL