

**ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN**



**THE REPUBLIC OF KENYA**

**MINISTRY OF AGRICULTURE, LIVESTOCK, FISHERIES, AND COOPERATIVES**

**STATE DEPARTMENT FOR LIVESTOCK**

**DE-RISKING, INCLUSION, AND VALUE ENHANCEMENT**

**OF**

**PASTORAL ECONOMIES IN THE HORN OF AFRICA**

**(P176517)**

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

**9 MAY 2022**

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1. The Republic of Kenya, (the Recipient) through the National Treasury and Planning (NT&P), is planning to implement the De-risking, Inclusion, and Value Enhancement of pastoral economies in the Horn of Africa (DRIVE) P176517, Kenya (hereinafter, the **Project**), with the involvement of the Ministry of Agriculture, Livestock, Fisheries and Cooperative (MoALFC) and other implementing agencies (IAs). Component 1 of the Project will be implemented by ZEP-Re pursuant to a Subsidiary Agreement to be signed between NT&P and ZEP-RE, and Component 2 will be implemented by State Department for Livestock (SDL) in the Ministry of Agriculture, Livestock, Fisheries and Cooperatives (MoALFC), Kenya Development Corporation (KDC) as well as selected private sector beneficiary agencies. ZEP-RE will develop a standalone and separate Environmental and Social Commitment and Plan (ESCP), because of its regional role as the project implementer under component 1. The International Development Association (hereinafter the Association) has agreed to provide financing for the Project.
2. MoALFC/SDL and all Implementing Entities shall 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, specific documents, or plans, as well as the timing for each of these. All references to actions to be carried out by ZEP-RE are actions in relation to Component 1.
3. The Recipient shall also comply with the provisions of any other Environmental and Social (E&S) Documents required under the Environmental and Social Framework (ESF) and referred to in this ESCP, including:
  - a) Social Assessment (SA);
  - b) Environmental and Social Management Framework (ESMF), which will include Labor-Management Procedure and Gender-Based Violence (GBV) Action Plan; and
  - c) Stakeholder Engagement Plan (SEP).
4. The Recipient shall be responsible for compliance with all requirements of the ESCP even when the implementation of specific measures and actions is conducted by the implementing agencies including KDC, and its beneficiary agencies.
5. Additional specific measures and actions for implementation of Component 1 are set forth in a separate ESCP between the Association and ZEP-RE (the "ZEP-RE ESCP"). The ZEP-RE ESCP is hereby incorporated by reference into this ESCP and the Recipient is responsible for ensuring ZEP-RE's compliance with all requirements of the ZEP-RE ESCP in Kenya. Without limiting the foregoing, the Recipient's monitoring and reporting responsibilities set forth below shall include the responsibility to monitor and report on implementation of the ZEP-RE ESCP in Kenya.
6. Implementation of the material measures and actions set out in this ESCP will be monitored and reported to the Association by the Recipient as required by the ESCP and the conditions of the legal agreement, and the Association will monitor and assess the progress and completion of the material measures and actions throughout the implementation of the Project.

7. As agreed by the Association and the Recipient, 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 an assessment of Project performance conducted under the ESCP itself. In such circumstances, the Recipient will agree to the changes with the Association 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 Association and the Recipient. The Recipient shall promptly disclose the updated ESCP.
  
8. Where Project changes, unforeseen circumstances, or Project performance result in changes to the risks and impacts during Project implementation, the Recipient shall provide additional funds, if needed, to implement actions and measures to address such risks and impacts, which may include risks and impacts on the environment, community and occupational health and safety, sexual exploitation, and abuse/sexual harassment (SEA/SH) and labor conditions.

Material Measures and Actions		Timeframe	Responsibility
Monitoring and Reporting			
<b>A</b>	<b>REGULAR REPORTING</b>		
	<ul style="list-style-type: none"> <li>i. MoALFC/SDL shall prepare and submit to the Association regular monitoring reports on the implementation of the ESCP on the Environmental, Social, Health and, Safety (ESHS) performance of the Project, including but not limited to, the implementation of the ESCP, the status of preparation, and implementation of E&amp;S documents required under the ESCP including specifically the Environmental and Social Management Fraamework (ESMF), management of environmental and social risks and impacts, stakeholder engagement activities, the functioning of the grievance mechanism and information disclosure.</li> <li>ii. MoALFC/SDL shall prepare and submit training and capacity-building reports to the Association.</li> <li>iii. KCD shall prepare and submit training and capacity-building reports. These reports shall be based on the developed environmental and social operational and training manuals for the participating implementation entities that will guide the operationalization process for the ESMS and management of environmental and social risks and impacts. Training reports will be submitted to MoALFC/SDL.</li> <li>iv. KDC shall submit to MoALFC/SDL regular monitoring reports referred to in this ESCP, the environmental and social management system (ESMS), management of environmental and social risks and impacts, stakeholder engagement activities, the functioning of the grievance mechanism and information disclosure.</li> </ul>	<ul style="list-style-type: none"> <li>i. Every quarter throughout Project implementation.</li> <li>ii. Annually</li> <li>iii. Annually</li> <li>iv. Quarterly</li> </ul>	<ul style="list-style-type: none"> <li>i. MoALFC/SDL</li> <li>ii. MoALFC/SDL</li> <li>iii. KDC</li> <li>iv. KDC</li> </ul>

Material Measures and Actions		Timeframe	Responsibility
<b>B</b>	<b>INCIDENTS AND ACCIDENTS NOTIFICATION</b>		
	<p>i. MoALFC/SDL shall promptly notify the Association 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 <i>including</i> child abuse, gender-based violence. Provide sufficient detail regarding the incident or accident, indicating immediate measures taken or that are planned to be taken to address it, corrective actions taken, compensation paid and any information provided by any contractor and supervising entity, as appropriate, findings of the Root Cause Analysis (RCA). Subsequently, as per the Association’s request, prepare a report on the incident or accident and propose any measures to prevent its recurrence. The Recipient shall also impose corresponding reporting obligations on the IAs.</p> <p>ii. KDC shall develop environmental and social operational and training manuals for the IAs to guide the operationalization process for the ESMS that would include reporting requirements for incidents or accidents.</p>	<p>i. Reporting of incidents and accidents to the Association within 24 hours of becoming aware of such incidents or accidents.</p> <p>ii. Root-cause analysis at the Association’s request for such an analysis, along with measures to prevent recurrence to be provided within fifteen days of accident/incident occurring.</p> <p>iii. KDC to report to MoALFC/SDL details of any significant incidents or accidents within 24 hours of becoming aware of the incident or accident.</p> <p>iv. MoALFC/SDL shall submit the training reports that cover training of the accidents and incidents notification process every quarter to the Association and NT&amp;P.</p>	<p>i. MoALFC/SDL</p> <p>ii. MoALFC/SDL</p> <p>iii. MoALFC/SDL/KDC</p> <p>iv. KDC</p>
<b>ESS 1: Assessment and Management of Environmental and Social Risks and Impacts</b>			
<b>1.1</b>	<b>ORGANIZATIONAL STRUCTURE</b>		

Material Measures and Actions	Timeframe	Responsibility
<ul style="list-style-type: none"> <li>i. MoALFC/SDL shall maintain an organizational structure with qualified staff and resources to support the management of environmental and social risks, including the full-time Environmental Safeguards Officer (ESO) and Social Safeguards Officer (SSO).</li> <li>ii. MoALFC/SDL shall obligate KDC to have in place an organizational structure with qualified staff and resources to support the management of environmental and social risks, assign and retain throughout the Project implementation E&amp;S personnel, including an Environmental Safeguards Coordinator (ESC) and Social Safeguards Coordinator (SSC), Stakeholders Engagement (SE)/Grievance Redress Mechanism (GRM) focal point, and gender focal point for management of sub-projects E&amp;S risks. This obligation shall be included as a condition of the loan agreements to KDC.</li> <li>iii. MoALFC/SDL shall obligate KDC to ensure that beneficiary agencies they support will have E&amp;S focal persons. To be assigned to E&amp;S management and monitoring. This obligation shall be included as a condition of the loan agreements to KDC.</li> </ul>	<ul style="list-style-type: none"> <li>i. ESO and SSO to be maintained throughout project implementation. Support staff to be deployed within 30 days of the effective project date.</li> <li>ii. Within 30 days after signing of loan and subsidiary loan agreements.</li> <li>iii. Upon signing of the loan agreement.</li> </ul>	<ul style="list-style-type: none"> <li>i. MoALFC/SDL</li> <li>ii. KDC/MoALFC/SDL</li> <li>iii. KDC/MoALFC/SDL</li> </ul>
<p><b>1.2 ENVIRONMENTAL AND SOCIAL ASSESSMENT/MANAGEMENT TOOLS AND INSTRUMENTS:</b></p> <ul style="list-style-type: none"> <li>i. MoALFC/SDL shall prepare, consult on, and publicly disclose the project-wide Environmental and Social Management Framework (ESMF) which will serve as an umbrella document setting out the principles, rules, guidelines, and procedures to assess the environmental and social risks and impacts for the implementation of the Project emanating from all known and potential activities it will support through the beneficiary agencies, and which will be consistent with the requirements of ESS1.</li> </ul>	<ul style="list-style-type: none"> <li>i. As a project effectiveness condition.</li> </ul>	<ul style="list-style-type: none"> <li>i. MoALFC/SDL/</li> </ul>

Material Measures and Actions	Timeframe	Responsibility
<ul style="list-style-type: none"> <li>ii. KDC shall develop and implement an ESMS which will guide the management of environmental and social risks and impacts resulting from its on-lending operations. This ESMS will be guided by the output of the ESMF.</li> <li>iii. MoALFC/SDL shall obligate KDC to develop and implement an ESMS which will guide the management of environmental and social risks and impacts resulting from the activities of beneficiary agencies it will finance, as per the requirements of ESS9.</li> <li>iv. MoALFC/SDL shall ensure that KDC obligates each beneficiary agency receiving financial support to prepare an environmental and social management plan (ESMP), or Summary Project Report or Comprehensive Project Report (CPR) (as applicable) for the subproject they will implement, in line with the applicable WB environmental and social standards and the national legislative framework for environmental and social risk management, including labor management.</li> <li>v. MoALFC/SDL shall confirm that ZEP-RE has adopted and disclosed the ZEP-RE ESMS</li> </ul>	<ul style="list-style-type: none"> <li>ii. Disbursement condition.</li> <li>iii. Disbursement condition.</li> <li>iv. prior to the release of funds to the beneficiary agency.</li> <li>v. Prior to project effectiveness</li> </ul>	<ul style="list-style-type: none"> <li>ii. KDC</li> <li>iii. MoALFC/SDL and KDC</li> <li>iv. KDC</li> <li>v. MoALFC/SDL</li> </ul>
<p><b>1.3 MANAGEMENT OF CONTRACTORS:</b></p> <ul style="list-style-type: none"> <li>i. MoALFC/SDL shall, where contractors and subcontractors may be hired, obligate KDC through their ESMS to develop and implement procedures for managing contractors and subcontractors, to which its beneficiary agencies will adhere.</li> </ul>	<ul style="list-style-type: none"> <li>i. prior to the release of funds.</li> </ul>	<ul style="list-style-type: none"> <li>i. MoALFC/SDL/KDC</li> <li>ii. MoALFC/SDL/KDC</li> </ul>

Material Measures and Actions	Timeframe	Responsibility
<ul style="list-style-type: none"> <li>ii. MoALFC/SDL shall obligate KDC through their ESMS to ensure that any Contractor its beneficiary agencies hire will develop and implement their own Construction Environmental and Social Management Plan (CESMPs).</li> <li>iii. KDC will seek review of all CESMPs from MoALFC/SDL.</li> <li>iv. Where the services of a contractor are required, MoALF/SDL shall obligate KDC to include in the financial agreement with the contractor, his obligations to fulfill environmental and social management commitments as stipulated in the CESMP and this ESCP.</li> </ul>	<ul style="list-style-type: none"> <li>ii. upon signing of a contract with the contractor and implemented throughout the contract period.</li> <li>iii. Prior to the commencement of the construction activities.</li> <li>iv. Throughout the contractor’s contract period.</li> </ul>	<ul style="list-style-type: none"> <li>iii. KDC/MoALFC/SDL</li> <li>iv. MoALFC/SDL/KDC</li> </ul>
<p><b>1.4 PERMIT, CONSENTS, AND AUTHORIZATION</b></p> <ul style="list-style-type: none"> <li>i. MoALFC/SDL shall ensure that all project activities obtain all requisite permits, consents, and authorizations from relevant national authorities that are applicable to subprojects that they will support, and that these agencies comply with the conditions established in these permits, consents, and authorizations.</li> <li>ii. MoALFC/SDL shall obligate KDC through its ESMS to ensure its beneficiary agencies obtain all requisite permits, consents, and authorizations from relevant national authorities that are applicable to subprojects that they will support, and that these agencies comply with the conditions established in these permits, consents, and authorizations. KDC will keep a record of such permits, consents, and authorization and submit the same to MoALFC/SDL annually.</li> </ul>	<ul style="list-style-type: none"> <li>i. Valid throughout project implementation.</li> <li>ii. Valid throughout project implementation.</li> </ul>	<ul style="list-style-type: none"> <li>i. MoALFC/SDL</li> <li>ii. MoALFC/SDL/KDC</li> </ul>



Material Measures and Actions		Timeframe	Responsibility
1.5	<p><b>MONITORING AND INSPECTION</b></p> <p>MoALFC/SDL shall continuously monitor environmental and social risks and their impacts on the environment, Project-affected communities, and workers to ensure effective compliance in accordance with , <i>inter alia</i>, the ESMF, SEP, LMP, ESHS instruments, ZEP-RE ESCP conditions of approval, capacity, and reporting requirements as set out in this ESCP and take necessary remedial actions acceptable to the Association.</p>	Throughout the Project Implementation	MoALFC/SDL
1.6	<p><b>TECHNICAL ASSISTANCE</b></p> <p>MoALFC/SDL shall ensure that any 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 Association and that are consistent with the ESSs. Thereafter ensure that the outputs of such activities comply with the terms of reference.</p>	Throughout project implementation and prior to contracting the relevant activities.	MoALFC/SDL
1.7	<p><b>EXCLUSIONS</b></p> <p>i. The ESMS and the environmental and social operational manuals/guidelines shall integrate and build upon the Exclusion List below in order to ensure that the MoALFC/SDL, KDC, and beneficiary agencies understand and comply with the various terms mentioned in the Exclusion List.</p> <p>The following types of activities are ineligible for financing under the Project:</p> <ul style="list-style-type: none"> <li>Any activities resulting or anticipated to result in permanent or temporary physical or economic displacement.</li> </ul>	<p>i. Throughout Project implementation</p>	<p>i. KDC /beneficiary agencies</p> <p>ii. MoALFC/SDL</p>

Material Measures and Actions	Timeframe	Responsibility
<ul style="list-style-type: none"> <li>• Any activities involving adverse impacts on biodiversity conservation and sustainable management of living natural resources.</li> <li>• Any activities that have adverse impacts on cultural heritage as defined under ESS8.</li> <li>• Any activities that, due to the nature and scale of the activities, would result in a wide range of significant adverse impacts and risks, which are long-term, permanent, and/or irreversible, impossible to avoid entirely, and cannot be mitigated or require complex, unproven mitigation and excessive associated costs, rendering its risk classification as high.</li> <li>• Production or trade in any product or activity deemed illegal under the Recipient's laws or regulations or ratified international conventions and agreements.</li> <li>• Production or trade-in pesticides/herbicides subject to international phase-outs or bans.</li> <li>• Any activities that would curtail workers' fundamental rights. These would include: (i) freedom of association and the effective recognition of the right to collective bargaining; (ii) prohibition of all forms of forced or compulsory labor; (iii) prohibition of child labor, including without limitation the prohibition of persons under 18 from working in hazardous conditions (which includes construction activities), persons under 18 from working at night, and that persons under 18 be found fit to work via medical examinations; (iv) elimination of discrimination in respect of employment and occupation, where discrimination is defined as any distinction, exclusion or preference based on race, color, sex, religion, political opinion, national extraction, or social origin.</li> <li>• Production or activities that impinge on the lands owned, or claimed under adjudication, by indigenous peoples, without full documented consent of such peoples.</li> </ul>		

Material Measures and Actions	Timeframe	Responsibility
<ul style="list-style-type: none"> <li>Any other excluded activities as set out in the ESMF for the Project.</li> </ul>		
<b>ESS 2: Labor and Working Conditions</b>		
<b>2.1</b>	<b>LABOR-MANAGEMENT PROCEDURES</b>	
<ul style="list-style-type: none"> <li>MoALFC/SDL shall prepare, adopt and disclose Labor-Management Procedures (LMP) for the Project outlining provisions and guidance to manage labor issues at the internal organizational level of MoALFC/SDoL, KDC, and beneficiary agencies as part of the subproject E&amp;S requirements of the respective ESMSs. The LMP will comply with the Labor-Management Procedures outlined by the Public Service Commission and national labor laws.</li> <li>MoALFC/SDL shall maintain and implement the Project LMP consistent with national legislation and ESS2 (including inter alia codes of conduct addressing SEA/SH and measures to monitor and prevent child and forced labor) and ensure that all Project workers are aware of it and it is accessible to them.</li> <li>MoALFC/SDL shall obligate KDC through its ESMS to ensure that all its beneficiary agencies develop, adopt and implement a LMP, consistent with the Project LMP and ESS2 in a manner acceptable to the Association.</li> </ul>	<ul style="list-style-type: none"> <li>As a project effectiveness condition.</li> <li>LMP to be implemented and monitored throughout Project life and reported through semi-annual progress reports.</li> <li>Adopted by KDC and beneficiary agencies prior to signing loan and subsidiary loan agreements respectively.</li> </ul>	<ul style="list-style-type: none"> <li>MoALFC/SDL</li> <li>MoALFC/SDL</li> <li>MoALFC/SDL/KDC/beneficiary agencies</li> </ul>
<b>2.2</b>	<b>GRIEVANCE MECHANISM FOR PROJECT WORKERS</b>	
<ul style="list-style-type: none"> <li>MoALFC/SDL shall establish, maintain, and implement a grievance redress mechanism (GRM) for Project workers as described in the LMP, consistent with national labor laws and ESS2.</li> </ul>		<ul style="list-style-type: none"> <li>MoALFC/SDL</li> </ul>

Material Measures and Actions	Timeframe	Responsibility
<ul style="list-style-type: none"> <li>ii. MoALFC/SDL shall obligate KDC through its ESMS to establish, maintain and implement a project workers' grievance mechanism, and in turn require that its beneficiary agencies have in place a workers' grievance redress mechanism as described in the LMP, consistent with national labor laws and ESS2. KDC to report all grievances to MoALFC/SDL.</li> </ul>	<ul style="list-style-type: none"> <li>i. Grievance Mechanism to be operational three months after effectiveness and to be maintained throughout Project implementation.</li> <li>ii. Report all grievances semi-annually through Project Progress Reports.</li> </ul>	<ul style="list-style-type: none"> <li>ii. MoALFC/SDL/ KDC/ beneficiary agencies</li> </ul>
<p><b>2.3 OCCUPATIONAL, HEALTH, AND SAFETY (OHS) MEASURES</b></p> <ul style="list-style-type: none"> <li>i. MoALFC/SDL shall develop and implement occupational, health, and safety (OHS) procedures, in line with the World Bank Group's EHS Guidelines and consistent with the Ministry of Labour's Directorate of Occupational Safety and Health Services (DOSHS) requirements and ESS2.</li> <li>ii. MoALFC/SDL shall obligate the KDC through its ESMS to have in place, and obligate KDC to ensure its beneficiary agencies have in place, OHS plans as described in the LMP, consistent with national labor laws and ESS2.</li> </ul>	<ul style="list-style-type: none"> <li>i. Prior to engaging Project workers and commencement of project activities and maintained throughout project implementation.</li> <li>ii. Prior to engaging Project workers and commencement of project activities and maintained throughout project implementation.</li> </ul>	<ul style="list-style-type: none"> <li>i. MoALFC/SDL</li> <li>ii. MoALFC/SDL/KDC/ beneficiary agencies</li> </ul>
<p><b>2.4 EMERGENCY PREPAREDNESS AND RESPONSE:</b></p> <ul style="list-style-type: none"> <li>i. MoALFC/SDL shall develop as part of the OHS measures specified in 2.3, include a detailed plan on emergency preparedness and response to cover Project workers and ensure coordination with measures specified under 4.4 below.</li> </ul>	<ul style="list-style-type: none"> <li>i. Prior to engaging Project workers and commencement of project activities and</li> </ul>	<ul style="list-style-type: none"> <li>i. MoALFC/SDL</li> </ul>

Material Measures and Actions	Timeframe	Responsibility
<ul style="list-style-type: none"> <li>ii. MoALFC/SDL shall require and ensure that KDC through its ESMS puts in place emergency preparedness and response plans and will obligate KDC to ensure its beneficiary agencies put in place emergency preparedness and response plans, in line with MoALFC/SDL's EPR plan.</li> </ul>	<p style="text-align: center;">maintained throughout project implementation.</p> <ul style="list-style-type: none"> <li>ii. As above.</li> </ul>	<ul style="list-style-type: none"> <li>ii. MoALFC/SDL/KDC/beneficiary agencies</li> </ul>
<p><b>2.5 PROJECT WORKERS TRAINING:</b></p> <ul style="list-style-type: none"> <li>i. MoALFC/SDL will carry out training for KDC to heighten awareness of risks of project activities among project workers, as well as means to mitigate these risks and impacts.</li> <li>ii. MoALFC/SDL shall obligate KDC through its ESMS to ensure to train beneficiary agencies in awareness of risks of project activities among project workers, as well as means to mitigate these risks and impacts.</li> </ul>	<ul style="list-style-type: none"> <li>i. Within 3 months of project commencement.</li> <li>ii. upon signature of the contract and financial agreement with beneficiary agencies.</li> </ul>	<ul style="list-style-type: none"> <li>i. MoALFC/SDL</li> <li>ii. MoALFC/SDL/KDC</li> </ul>
<b>ESS 3: Resource Efficiency and Pollution Prevention and Management of Waste and Hazardous Materials</b>		
<p><b>3.1</b></p> <ul style="list-style-type: none"> <li>i. MoALFC/SDL shall prepare, adopt, and implement measures and actions to assess and manage specific risks and impacts on resource efficiency and pollution prevention and management to the community arising from the activities they finance through the beneficiary agencies. These measures will be included in the subproject Environmental and Social Management Plans (ESMPs) and the Summary Project Reports (SPRs) or Comprehensive Project Reports (CPRs) in accordance with the approved ESMS, the ESS3 requirements, and national laws, in a manner acceptable to the Association.</li> </ul>	<ul style="list-style-type: none"> <li>i. Throughout project implementation</li> </ul>	<ul style="list-style-type: none"> <li>i. MoALFC/SDL</li> </ul>

<b>Material Measures and Actions</b>		<b>Timeframe</b>	<b>Responsibility</b>
	<p>ii. MoALFC/SDL shall obligate KDC to through its ESMS to prepare, adopt, and implement measures and actions to assess and manage specific risks and impacts on resource efficiency and pollution prevention and management to the community arising from the activities they finance through the beneficiary agencies. These measures will be included in the subproject Environmental and Social Management Plans (ESMPs) and the Summary Project Reports (SPRs) or Comprehensive Project Reports (CPRs) in accordance with the approved ESMS, the ESS3 requirements, and national laws, in a manner acceptable to the Association.</p>	<p>ii. Throughout implementation project</p>	<p>ii. MoALFC/SDL/KDC</p>
<b>ESS 4: Community, Health and Safety</b>			
<b>4.1</b>	<b>COMMUNITY HEALTH AND SAFETY</b>		
	<p>i. MoALFC/SDL through the ESMF shall propose measures to assess and manage specific risks and impacts on community health and safety arising from project activities that they finance, and include these measures in the EMSPs, and SPRs or CPRs, in accordance with the ESS4 requirements and the national laws and regulations, in a manner acceptable to the Association.</p> <p>ii. MoALFC/SDL shall obligate KDC through its ESMS to prepare, adopt, and implement measures to assess and manage specific risks and impacts on community health and safety arising from beneficiary agency activities that they finance, and include these measures in the EMSPs, and SPRs or CPRs, in accordance with the approved ESMS, the ESS4 requirements and the national laws and regulations, in a manner acceptable to the Association.</p>	<p>i. As part of the project ESMF.</p> <p>ii. Throughout implementation project</p>	<p>i. MoALFC/SDL</p> <p>ii. MoALFC/SDL/KDC</p>
<b>4.2</b>	<b>GBV (SEA and SH) RISKS:</b>		
	<p>i. MoALFC/SDL shall develop and implement a GBV Action Plan setting forth measures and actions to assess and manage the risks of GBV</p>	<p>i. As part of the ESMF, as a condition of effectiveness.</p>	<p>i. MoALFC/SDL</p>

	Material Measures and Actions	Timeframe	Responsibility
	<p>arising in connection with the Project and establish GBV reporting channels and survivor-centric referral pathways .</p>		
4.4	<p><b>SECURITY MANAGEMENT:</b></p> <ul style="list-style-type: none"> <li>i. MoALFC/SDL shall carry out a risk assessment and develop a security management plan for each site as necessary, implement measures and actions to manage the risks to the human security of project-affected communities and project workers that could arise from the use of security personnel, or communal violence, or any incident that may be directly or indirectly connected with project activities. The ESMF shall also assess the security risks and set out the process to assess site specific risks and develop Security Management measures and Plans as required.</li> <li>i. MoALFC/SDL shall obligate KDC through its ESMS to carry out a security risk assessment and develop a security management plan for each site as necessary, implement measures and actions to manage the risks to the human security of project-affected communities and project workers that could arise from the use of security personnel, or communal violence, or any incident that may be directly or indirectly connected with project activities.</li> </ul>	<ul style="list-style-type: none"> <li>i. SMP will be part of the ESMF and throughout project implementation.</li> <li>ii. As part of the ESMS, and throughout project implementation.</li> </ul>	<ul style="list-style-type: none"> <li>i. MoALFC/SDL</li> <li>ii. MoALFC/SDL/KDC</li> </ul>
4.5	<p><b>TRAINING FOR THE COMMUNITY:</b></p> <ul style="list-style-type: none"> <li>i. MoALFC/SDL shall carry out training to heighten awareness of risks and impacts of project activities on local communities, as well as means to mitigate these risks and impacts.</li> <li>ii. MoALFC/SDL shall ensure that KDC, in turn, trains its beneficiary agencies in awareness of risks and impacts of project activities on</li> </ul>	<ul style="list-style-type: none"> <li>i. Within 3 months of project commencement.</li> <li>ii. KDC to carry out training upon signature of the contract and</li> </ul>	<ul style="list-style-type: none"> <li>i. MoALFC/SDL</li> <li>ii. MoALFC/SDL/KDC</li> </ul>

Material Measures and Actions	Timeframe	Responsibility	
<p>local communities, as well as means to mitigate these risks and impacts.</p> <p>iii. Training topics may include stakeholders mapping and engagement, Grievance Management, Occupational Health and Safety measures, Community Health and Safety issues</p>	<p>financial agreement with beneficiary agencies.</p>		
<b>ESS 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement</b>			
<p><b>5.1</b></p>	<p>i. In accordance with action 1.7 above, any activities resulting or anticipated to result in permanent or temporary physical or economic displacement shall be ineligible for Project financing as outlined in excluded activities in ESS 1.</p> <p>ii. Screen subprojects to exclude subprojects with land acquisition and resettlement impacts in accordance with the ESMF. The screening mechanism will also include a protocol requiring subproject application to include documentation that the beneficiary agencies or downstream recipients own any land they will use or will acquire land exclusively on a willing buyer/willing seller basis.</p>	<p>i. Screening to be done during subproject appraisal.</p> <p>ii. Screening mechanism developed as part of the ESMF.</p>	<p>i. MoALFC/SDL</p> <p>ii. KDC</p>
<b>ESS 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources</b>			
<p><b>6.1</b></p>	<p>i. MoALFC/SDL shall prepare, adopt, and implement measures and actions to assess and manage specific risks and impacts on biodiversity, including the identification of different habitats that may be affected by beneficiary agencies' subprojects. These measures will be included in the ESMF and ESMS to meet the requirements of ESS6 and the national laws and international conventions that Kenya is a party to, in a manner acceptable to the Association.</p>	<p>i. Throughout project implementation</p>	<p>i. MoALFC/SDL/KDC</p>



Material Measures and Actions		Timeframe	Responsibility
	<p>ii. KDC shall prepare, adopt, and implement measures and actions to assess and manage specific risks and impacts on biodiversity, including the identification of different habitats that may be affected by beneficiary agencies' subprojects. These measures will be included in the ESMPs, SPRs or CPRs for the specific subprojects, in accordance with the approved ESMS, the requirements of ESS6 and the national laws and international conventions that Kenya is party to, in a manner acceptable to the Association.</p>	<p>ii. Throughout project implementation</p>	<p>ii. KDC</p>
<b>ESS 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities</b>			
7.1	<p>i. MoALFC/SDL shall prepare a Social Assessment (SA) to identify barriers to entry, particularly those related to discrimination, bias, literacy, and numeracy for disadvantaged groups including the Indigenous Peoples/Vulnerable and Marginalized Groups (IP/VMGs), and determine if there are technically feasible measures that can be implemented to facilitate the access by disadvantaged groups and eliminate discrimination.</p> <p>ii. MoALFC/SDL shall ensure that the finding of the SA are incorporated into Project documentation, including the Project Appraisal Document, ESMF and the KDC's ESMS and subproject ESMPs, SPRs, or CPRs.</p> <p>iii. MoALFC/SDL shall obligate KDC to ensure that the Indigenous Peoples/Vulnerable and Marginalized Groups (IP/VMGs), are appropriately informed and can share in the Project benefits in an inclusive and culturally appropriate manner with provisions included in the SEP.</p>	<p>i. Condition for project effectiveness.</p> <p>ii. Condition of project effectiveness.</p> <p>iii. Throughout project implementation</p>	<p>i. MoALFC/SDL</p> <p>ii. MoALFC/SDL/KDC</p> <p>iii. MoALFC/SDL/KDC</p>

Material Measures and Actions		Timeframe	Responsibility
<b>7.2</b>	<b>GRIEVANCE MECHANISM</b>		
	<ul style="list-style-type: none"> <li>i. MoALFC/SDL shall develop a grievance mechanism for Indigenous Peoples/Vulnerable and Marginalized Groups (IP/VMGs), within the Project area.</li> <li>ii. MoALFC/SDL shall obligate KDC through its ESMS, which in turn will obligate its beneficiary agencies, to implement the arrangements for the grievance mechanisms.</li> </ul>	<ul style="list-style-type: none"> <li>i. Condition for project effectiveness.</li> <li>ii. Throughout project implementation.</li> </ul>	<ul style="list-style-type: none"> <li>i. MoALFC/SDL</li> <li>ii. MoALFC/SDL/KDC/beneficiary agencies.</li> </ul>
<b>ESS 8: Cultural Heritage</b>			
<b>8.1</b>	<ul style="list-style-type: none"> <li>i. MoALFC/SDL shall prepare and implement chance find procedures which will include measures and actions to assess and manage risks and impacts on cultural heritage arising from sub-projects and include these measures in the ESMPs and SPRs or CPRs in accordance with the approved ESMS, the ESS8 requirements, and national laws, in a manner acceptable to the Bank where applicable. The chance find procedures will be adopted by KDC and its beneficiary agencies.</li> <li>ii. The chance find procedures will be adopted by KDC and its beneficiary agencies. KDC shall implement - if applicable - the chance finds procedure which will include measures and actions to assess and manage risks and impacts on cultural heritage arising from sub-projects in accordance with the approved ESMS, the ESS8 requirements, and national laws, in a manner acceptable to the Bank where applicable.</li> </ul>	<ul style="list-style-type: none"> <li>i. Throughout project implementation</li> <li>ii. Throughout project implementation</li> </ul>	<ul style="list-style-type: none"> <li>i. MoALFC/SDL</li> <li>ii. KDC</li> </ul>
<b>ESS 9: Financial Intermediaries</b>			
<b>9.1</b>	<b>ENVIRONMENTAL AND SOCIAL MANAGEMENT SYSTEM (ESMS)</b>		

Material Measures and Actions	Timeframe	Responsibility
<p>i. KDC shall prepare and disclose ESMS. The ESMS will be approved by the Association. The ESMS will incorporate the following elements:</p> <ul style="list-style-type: none"> <li>• Project description and background.</li> <li>• Environmental and Social Policy</li> <li>• Clearly defined procedures for identifying, assessing, and managing the E&amp;S risks and impacts for each project component of the project</li> <li>• Exclusion lists and a list of ineligible activities.</li> <li>• E&amp;S capacity and structure</li> <li>• Supervision and reporting</li> <li>• External communication mechanism and complaints mechanism</li> <li>• Tools, templates, and guidance notes for undertaking environmental and social due diligence and ongoing monitoring.</li> </ul> <p>ii. KDC shall develop and include in its project-specific ESMS the E&amp;S requirements and guidelines for Beneficiary Agencies (BA). The E&amp;S requirements will include:</p> <ul style="list-style-type: none"> <li>• Exclusion list and list of ineligible activities.</li> <li>• Host country regulatory requirements.</li> <li>• E&amp;S screening procedures, tools, templates, checklists, and guidance for use by the Participating Insurance Intermediaries to undertake, E&amp;S risk assessment, management, and monitoring in compliance with relevant E&amp;S requirements and the ESSs.</li> </ul> <p>iii. KDC senior management shall endorse the Environmental and Social Policy.</p>	<p>i. Before disbursement for the Livestock Value Chain De-Risking Facility</p> <p>ii. BA to adopt the ESMS prior to funds disbursement to BA.</p> <p>iii. Before disbursement for the Livestock Value Chain De-Risking Facility</p>	<p>i. KDC</p> <p>ii. KDC/BA</p> <p>iii. KDC</p>

Material Measures and Actions	Timeframe	Responsibility
<ul style="list-style-type: none"> <li>iv. MoALFC/SDL shall ensure that KDC maintains and implements an ESMS consistent with the Project ESMS developed by MoALFC/SDL and ESS9.</li> <li>v. KDC under the ESMS shall require BAs to prepare subproject specific ESMPs, and SPRs or CPRs, as applicable, as required by its ESMS and national laws and regulations, and in a manner acceptable to the Association.</li> </ul>	<ul style="list-style-type: none"> <li>iv. Throughout project implementation.</li> <li>v. ESMPs and SPRs to be prepared by beneficiary agencies and reviewed by MoALFC/SDL prior to the signing of sub-loan agreements.</li> </ul>	<ul style="list-style-type: none"> <li>iv. KDC</li> </ul>
<p><b>9.2 ORGANIZATIONAL CAPACITY</b></p> <ul style="list-style-type: none"> <li>i. In accordance with ESS9, KDC shall establish and maintain an organizational capacity and competency for implementing their ESMS with clearly defined roles and responsibilities described under action 1.2.</li> <li>ii. KDC in turn shall ensure that its beneficiary agencies establish and maintain an organizational capacity and implement requirements of ESMPs, SPRs/CPRs, and NEMA’s licensing conditions, as well as the WB’s ESF and WBG ESH Guidelines.</li> </ul>	<ul style="list-style-type: none"> <li>i. Throughout project implementation.</li> <li>ii. Throughout project implementation.</li> </ul>	<ul style="list-style-type: none"> <li>i. KDC</li> <li>ii. KDC/ BA</li> </ul>
<p><b>9.3 SENIOR MANAGEMENT REPRESENTATIVE:</b></p> <ul style="list-style-type: none"> <li>i. KDC shall designate a senior management representative to have overall accountability for the environmental and social performance of its beneficiary agencies’ subprojects.</li> <li>ii. KDC shall ensure that beneficiary agencies assign a representative to implement and monitor environmental and social requirements as stipulated in the subproject specific ESMPs, SPRs/CPRs, WB ESF, and WB ESH Guidelines.</li> </ul>	<ul style="list-style-type: none"> <li>i. Throughout project implementation.</li> <li>ii. Throughout project implementation.</li> </ul>	<ul style="list-style-type: none"> <li>i. MoALFC/SDL</li> <li>ii. KDC/BA</li> </ul>

Material Measures and Actions	Timeframe	Responsibility
<b>ESS 10: Stakeholder Engagement and Information Disclosure</b>		
<b>10.1 STAKEHOLDER ENGAGEMENT PLAN</b>  MoALFC/SDL shall adopt 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.	Develop, adopt, disclose the SEP at project negotiations, update it in line with the findings of the SA and ESMF by project effectiveness, and thereafter implement the SEP throughout Project implementation	MoALFC/SDL
<b>10.2 STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE:</b> <ul style="list-style-type: none"> <li>i. MoALFC/SDL shall implement the SEP(s) consistent with ESS10, including the use of different, culturally appropriate communication approaches to ensure communication also with the most vulnerable, including members of VMGs per ESS7, illiterate stakeholders, and people with disabilities.</li> <li>ii. MoALFC/SDL shall develop a communication plan for facilitating the engagement process which will include a dedicated outreach and tailored sessions for women entrepreneurs, youth and PwDs</li> <li>iii. MoALFC/SDL shall monitor the stakeholder engagement plan and information disclosure process.</li> <li>iv. MoALFC/SDL shall obligate KDC to develop and implement a SEP and communication plan, which will correlate with MoALFC/SDL's SEP and communication plan.</li> </ul>	<ul style="list-style-type: none"> <li>i. Throughout project implementation</li> <li>ii. To be developed as part of SEP prior to disbursement of funds for Component 2.</li> <li>iii. Throughout project implementation</li> <li>iv. Prepared as part of ESMF, and implemented throughout project implementation</li> </ul>	<ul style="list-style-type: none"> <li>i. MoALFC/SDL</li> <li>ii. MoALFC/SDL</li> <li>iii. MoALFC/SDL</li> <li>iv. MoALFC/SDL/KDC</li> </ul>

Material Measures and Actions		Timeframe	Responsibility
<b>10.3</b>	<p><b>PROJECT GRIEVANCE MECHANISM:</b></p> <p>i. MoALFC/SDL shall ensure that accessible grievance redress arrangements shall be made publicly available to receive and facilitate the resolution of concerns and grievances in relation to the Project, consistent with ESS10, in a manner acceptable to the Association.</p> <p>ii. GRM shall be updated to reflect the results of the findings of the Project social assessment.</p>	<p>i. Throughout project implementation</p> <p>ii. Upon completion of social assessment.</p>	<p>i. MoALFC/SDL</p> <p>ii. MoALFC/SDL</p>
<b>10.4</b>	<p><b>GRIEVANCE MECHANISM FOR THE COMMUNITY UNDER KDC</b></p> <p>i. MoALFC/SDL shall obligate the KDC to require that the beneficiary agencies have in place a community grievance redress mechanism consistent with ESS2 and ESS 10.</p>	<p>i. Throughout project implementation</p>	<p>i. MoALFC/SDL/KDC</p>
<b>Capacity Building (Training)</b>			
<b>11.1</b>	<p>i. MoALFC/SDL shall carry out training of KDC on the Project's ESMS and management of environmental and social risks and impacts consistent with the ESMS and the ESSs. KDC shall be trained to develop its own ESMS.</p> <p>ii. MoALFC/SDL shall obligate KDC to develop environmental and social training toolkits and manuals to train beneficiary agencies.</p>	<p>i. Before disbursement of funds for Component 2.</p> <p>ii. Prior to signing of loan agreement, and to be implemented throughout project implementation.</p>	<p>i. MoALFC/SDL</p> <p>ii. MoALFC/SDL/ KDC</p>

Material Measures and Actions	Timeframe	Responsibility
iii. Training and capacity building reports for KDC and beneficiary agencies shall be submitted to the Association.	iii. Quarterly	iii. MoALFC/SDL