Republic of Türkiye

Ministry of Agriculture and Forestry

Agriculture and Rural Development Support Institution

Türkiye Agrifood Sector Transformation for Rural Jobs and Growth (TARGET) Project P514478

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN (ESCP)

Draft

Appraisal

August 12, 2026

1. The Republic of Türkiye (the Borrower), represented by the Ministry of Treasury and Finance (MoTF), through the Ministry of Agriculture and Forestry (MoAF), will cause the Agriculture and Rural Development Support Institution (TKDK), to implement the Türkiye Agrifood Sector Transformation for Rural Jobs and Growth (TARGET) Project (the "Project"), as set out in the Loan Agreement for the Project ("Agreement"). The responsibilities of MOAF and TKDK for implementing the Project are set out in the Loan Agreement and the Subsidiary Agreement (SA) signed between the two institutions. The Project will also involve Participating Financial Institutions (PFIs), which will benefit from Partial Credit Guarantees provided under Part 2 of the Project. The International Bank for Reconstruction and Development (the "Bank") has agreed to provide financing for the Project, as set out in the relevant Agreement.

2. The Borrower, through MOAF shall cause TKDK to ensure that the Project is carried out in accordance with the Environmental and Social Standards (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 the Bank. 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 Borrower's Representative specified in the Agreement or Head of TKDK. The Borrower, through MoAF, shall cause TKDK to 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	**ORGANIZATIONAL STRUCTURE** a. Maintain the TKDK's Project Implementation Unit (PIU) with qualified staff and resources to manage environmental, social, health and safety (ESHS) risks and impacts of the Project. This includes appointing staff dedicated to the Project; one environmental specialist, one social specialist, and one occupational health and safety (OHS) specialist, all with experience and qualifications acceptable to the Bank, to ensure full compliance with the ESSs, ESCP, and other relevant instruments. b. Ensure that the Provincial Coordination Units assign and maintain adequately qualified and trained staff to effectively support the implementation and compliance of E&S requirements, in accordance with the TKDK ESMS and the ESSs. c. Ensure that PFIs, receiving Partial Credit Guarantees under Part 2 of the Project, assign E&S staff with defined roles and responsibilities for E&S risk management of subprojects. The Participation Agreements with the PFIs for the Partial Credit Guarantee (PCG) under Part 2 shall specifically refer to this requirement including the required number of E&S staff and the corresponding qualifications and competencies necessary to effectively manage E&S risks and impacts.	a. Maintain the PIU and these positions throughout Project implementation. b. Assign by Effectiveness Date and maintain trained staff in Provincial Coordination Units throughout project implementation c. PFIs to assign staff in line with the timeframe defined in the respective Participation Agreements.	TKDK

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
B	**CAPACITY BUILDING PLAN/MEASURES** Organize capacity building activities on relevant environmental and social aspects under the Project as required in the TKDK Environmental and Social Management System (ESMS) and Stakeholder Engagement Plan (SEP) for TKDK including Provincial Coordination Unit (PCU) staff, consultants, and other stakeholders as required. Thematic training topics may include, but are not limited to: • TKDK's ESMS; • Requirements under the relevant ESSs, including relevant national environmental and social legislation that does not conflict with the relevant ESSs; • Stakeholder Engagement Plan and Grievance Mechanism; • E&S Screening and risk classification; • Specific aspects of environmental and social assessments (waste management, biodiversity, pollution prevention and resource efficiency, water quality, soil conservation and cultural heritage management etc.); • Preparation and implementation of project and site-specific E&S Instruments; • Monitoring and reporting of E&S aspects of the Project; • Community health and safety (including SEA/SH, GBV etc.); • Occupational Health and Safety; • Emergency preparedness and response; • Labor and Working Conditions and Code of Conduct; PFIs E&S designated staff to be trained by TKDK PIU, on TKDK's corporate ESMS and E&S requirements of the Bank.	Provide initial training no later than thirty (30) days after the Effectiveness Date, and thereafter, provide refresher training at least once a year, and as needed, throughout Project implementation.	TKDK TKDK
MONITORING AND REPORTING			
C	**REGULAR REPORTING** Prepare and submit to the Bank semi-annual monitoring reports on the environmental, social, health and safety (E&S) performance of the Project. The reports shall include: • Status of preparation and implementation of E&S documents required under the ESCP, • Summary of stakeholder engagement activities carried out as per the SEP, • Functioning of the Grievance Mechanism (GM) (i.e., complaints submitted to the GM, grievance log, and progress made in resolving them, etc.) • E&S performance of Subprojects (both, receiving financing under Part 1, and being partially guaranteed under Part 2 of the Project) • Number and status of resolution of incidents and accidents reported under Action E below. • Updates on the implementation of actions and mission recommendations within agreed timelines as specified in the World Bank's implementation support mission Aide Memoires.	Semiannually throughout Project implementation, commencing after the Effective Date. Submit each report to the Bank no later than thirty (30) days after the end of each reporting period.	Part 1: TKDK Part 2: TKDK shall cause PFIs to comply

	MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY
	Cause PFIs to produce semi-annual progress reports for all sub-projects and monitor quality of reporting throughout the duration of sub-projects. In turn, PFIs shall cause beneficiaries to include reporting requirements in bidding documents of contractors.	Submit semi-annual reports to TKDK throughout Project implementation, commencing after the signing of the Participation Agreement. Submit each report to the TKDK no later than thirty (30) days after the end of each reporting period.	
D	**SUBPROJECTS' REPORTING** Require Beneficiaries receiving access to financing under the project, to provide monitoring reports on E&S performance to the TKDK on a frequency defined in the sub-loan agreements, according to the Sub-Projects E&S risk categorization, between TKDK and Beneficiaries in accordance with TKDK's ESMS and in the Participating Agreements with PFIs Submit the monitoring reports to the Bank upon request.	Throughout Project implementation	Part 1: TKDK shall comply and cause Beneficiaries to comply Part 2: TKDK shall comply and ensure the PFIs cause Beneficiaries to comply
E	**INCIDENTS AND ACCIDENTS** Notify the Bank of any incident or accident relating to the project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including those resulting in death or significant injury to workers or the public; acts of violence, discrimination or protest; unforeseen impacts to cultural heritage or biodiversity resources; pollution of the environment; dam failure; forced or child labor; displacement without due process (forced eviction); allegations of sexual exploitation or abuse (SEA), or sexual harassment (SH); or disease outbreaks. Provide available details of the incident or accident to the Bank upon request. Arrange for an appropriate review of the incident or accident to establish its immediate, underlying and root causes. Prepare, agree with the Bank, and implement a Corrective Action Plan that sets out the measures and actions to be taken to address the incident or accident and prevent its recurrence. Specify in Participation Agreements with PFIs that prompt notification of accidents and incidents shall be made to TKDK to allow TKDK to notify the Bank within the forty-eight (48) hour timeframe.	Notify the Bank no later than forty-eight (48) hours after learning of the incident or accident. Provide available details upon request. Provide review report and Corrective Action Plan to the Bank no later than ten (10) days following the submission of the initial notice, unless a different timeframe is agreed to in writing by the Bank.	Part 1: TKDK shall comply and cause Beneficiaries to comply Part 2: TKDK shall comply and ensure the PFIs cause Beneficiaries to comply

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
		For sub-projects financed via PFIs and partially guaranteed under Part 2 of the project –TKDK shall cause PFIs to report details of any significant environmental or social incidents (e.g. fatalities, lost time incidents, environmental spills etc.) within 48 hours. TKDK shall cause PFIs to submit an incident report, including Root Cause Analysis (RCA), precautions and compensation measures taken within ten (10) days. TKDK shall submit the incident reports to the Bank immediately upon receipt from PFIs.	
ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS			
1.1	**ENVIRONMENTAL AND SOCIAL ASSESSMENTS AND/OR PLANS** a. Apply TKDK's ESMS to this Project in a manner satisfactory to the Bank, consistent with the requirements of ESS9, as further detailed in action 9.1 below. b. As part of the Borrower's subproject approval process, either to receive financing under Part 1 or to be partially guaranteed under Part 2, apply E&S review to each proposed Beneficiary and Subproject, in accordance with the Project Operations Manual and the RFF POM and PCG POM, respectively, and TKDK's ESMS, with full consideration of the List of Excluded Activities set out in the Loan Agreement and the POM, relevant ESSs, and national laws (noting that in case of conflict the ESSs shall prevail), and eligibility criteria set out in the Loan Agreement and further detailed in the POM, and where applicable, cause Beneficiaries to develop relevant E&S instruments to address identified gaps following the E&S review. c. Ensure that each Beneficiary prepares, discloses, adopts, and implements site-specific E&S Instruments (such as ESIA/ESMP and E&S sub-management plans) for subprojects in line with TKDK's ESMS. Submit to the Bank for prior approval of the E&S instruments for any	a. Throughout Project implementation b. Before approval of each respective subproject to receive financing or a Partial Credit Guarantee c. Prior to signing Reimbursable Financing Agreements and thereafter implementation throughout subproject implementation.	Part 1: TKDK shall comply and cause Beneficiaries to comply Part 2: TKDK shall comply and ensure the PFIs cause Beneficiaries to comply

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
	substantial risk subprojects and the first ten for moderate and first ten for low-risk subprojects (such as ESIA/ESMP and E&S sub-management plans) and ensure that any high risk sub-projects are excluded from the Part 1. d. Require and cause PFIs to screen all Subprojects against the List of Excluded Activities set out [in the Loan Agreement and the POM] with the activities that are not eligible for financing, conduct environmental and social risk management – screening, identification, classification, monitoring and evaluation and prepare/review the ESIAs/ESMPs and E&S sub-management plans to ensure compliance with the World Bank's ESF, the relevant ESSs and the TKDK ESMS. Submit to the Bank for prior approval of the E&S instruments and any additional as requested by the Bank (such as ESIA/ESMP and E&S sub-management plans) per each PFI for the first ten for moderate and first ten for low risk subprojects and ensure that any substantial and high risk sub-projects are excluded from financing under Part 2.	d. Prior to signing Partial Credit Guarantee Agreements and thereafter implement throughout subproject implementation.	
1.2	**MANAGEMENT OF CONTRACTORS** Require and ensure that each Beneficiary and cause PFIs to ensure that their beneficiaries incorporate the relevant aspects of the ESCP, including, inter alia, the relevant E&S Instruments and code of conduct, into the E&S specifications of the procurement documents and contracts with contractors and supervising firms (if any). Thereafter, require each Beneficiary and cause PFIs to cause their beneficiaries to ensure that the contractors and supervising firms comply with the E&S specifications of their respective contracts. Provide copies, upon request, of the relevant contracts with contractors/subcontractors and supervision firms to the Bank. Cause PFIs to implement the same approach as TKDK for contractor management and to supervise contractors.	As part of the preparation of procurement documents and respective contracts. Ensure that contractors are supervised throughout Project implementation. Through project implementation upon request. Throughout Project implementation	Part 1: TKDK shall comply and cause Beneficiaries to comply Part 2: TKDK shall comply and ensure the PFIs cause Beneficiaries to comply
1.3	**TECHNICAL ASSISTANCE** Carry out the consultancies, studies (including feasibility studies, if applicable), capacity building, training, and any other technical assistance activities under the Project in accordance with terms of reference acceptable to the Bank, which are consistent with the ESSs and TKDK's ESMS. Thereafter prepare and finalize the outputs of such activities in compliance with the terms of reference.	Throughout Project implementation.	TKDK
1.4	**ASSOCIATED FACILITIES**	If identified, prepare E&S documents (ESIA/ESMP) for	

	MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBLE ENTITY
	If Associated Facilities are identified, ensure that all activities related to Associated Facilities are carried out in accordance with the applicable requirements of this ESCP and the ESSs and TKDK's ESMS.	Associated Facilities prior to the launching of the bidding of their construction and ensure their implementation throughout the subproject implementation.	Part 1: TKDK shall comply and cause Beneficiaries to comply Part 2: TKDK shall comply and ensure the PFIs cause Beneficiaries to comply
1.5	**CHANGES TO THE ESMS** Ensure that the E&S risks and impacts of the Project are managed in accordance with this ESCP and the TKDK's ESMS, which includes by reference the relevant laws, regulations, procedures, and implementation arrangements for the Project. In case of conflicts between national law and the ESF, the latter shall prevail. Promptly notify the Bank of any intention to change the Borrower TKDK's ESMS for the Bank's no objection. The ESMS shall not be modified or waived in whole or in part, without the prior written no objection of the Bank. (including any relevant changes to said laws, regulations, procedures and implementation arrangements set out in the ESMS). The Borrower shall notify the immediate measures taken or that are planned to be taken to address said changes and the ensuing potential risks and impacts of the Project. If, in the opinion of the Bank, such changes materially and adversely affect relevant E&S risk management aspects of the Project, the Borrower shall agree to implement measures and actions to address them in a reasonable manner acceptable to the Bank. The ESCP shall be updated to reflect such agreed actions.	Throughout Project implementation Notify the Bank prior to making revisions to the approved TKDK's ESMS. Subsequent actions, if requested by the Bank, shall be reflected in an updated ESCP as indicated in paragraph 4 of the initial section of this ESCP.	TKDK
ESS 2: LABOR AND WORKING CONDITIONS			
2.1	**LABOR MANAGEMENT PROCEDURES** Maintain and implement, and cause Beneficiaries to maintain and implement, Project labor and working conditions consistent with ESS2, national legislation, TKDK's Human Resources Policy, TKDK's ESMS, that include, *inter alia*, the following requirements: • Project Workers, as defined under ESS2, will be hired, promoted and their employment, where needed, terminated based on principles of non-discrimination and equal opportunity, no harassment, and freedom of association.	Implement and monitor compliance with labor management procedures consistent with ESS2 requirements throughout Project implementation and report through quarterly progress reports.	TKDK

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
	• Provide Project workers with information and documentation that is clear and understandable regarding their terms and conditions of employment through written contracts setting out their rights, including, inter alia, rights related to hours of work, wages, overtime, compensation, and benefits, as well as written notice of termination of employment, and details of severance payments, as applicable; • Implement occupational health and safety (including personal protective equipment, and emergency preparedness and response) measures, taking into account the General Environmental, Health and Safety Guidelines (EHSGs), the industry-specific EHSGs and other Good International Industry Practice (GIIP), as relevant; • Implement measures, as applicable, to, inter alia: (i) prevent the use of all forms of forced labor and child labor; (ii) enable workers to benefit from, inter alia, access to grievance mechanisms without fear of retaliation; and (iii) provide effective freedom to form and join workers organizations or alternative mechanisms for expressing their concerns and protect their rights related to labor and working conditions; • Develop a code of conduct for workers, which shall include measures to prevent and respond to sexual exploitation and abuse, and sexual harassment (SEA/SH) cases in line with the Project's Accountability and Response Framework. The Code of Conduct shall be signed by all Project Workers under the Project; • Incorporate the relevant requirements above in the E&S specifications of the procurement documents and contracts with third parties that engage workers in the implementation of the Project, including contractors, subcontractors, and supervising firms; and • Reporting on compliance with these labor management procedures as part of the reports to be submitted under Action C above. The parties acknowledge that in case of any conflict between the ESF and ESCP requirements on one side, and National Law or Human Resources Policy of TKDK, the former shall prevail.		
2.2	**OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT PLAN** Require contractors to prepare and implement OHS Management Plans as needed in accordance with TKDK's ESMS. Cause Beneficiaries to implement OHS measures as detailed in sub-project specific ESMPs.	Ensure contractors prepare OHS Management Plans prior to the commencement of the works and thereafter implement the plan throughout Project implementation. Throughout Project implementation	Part 1: TKDK shall comply and cause Beneficiaries to comply Part 2: TKDK shall comply and ensure the PFIs cause Beneficiaries to comply
2.3	**GRIEVANCE MECHANISM FOR PROJECT WORKERS**		TKDK

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
	a. Maintain, and operate an accessible GM within TKDK for Project workers, consistent with ESS2, and in line with national labor law, TKDK ESMS, Project SEP. The parties acknowledge that in case of any conflict between the ESS2 and national law, the former shall prevail. b. Cause Beneficiaries (for projects with moderate or substantial risks) to establish, maintain, and operate GMs for Project Workers as described in the Project SEP and consistent with ESS2. c. TKDK and PFIs shall ensure that Project Workers using the relevant GM shall not be subject to any form of discrimination or repression by employers and that it includes measures to deal with SEA/SH complaints.	a. Maintain TKDK's GM throughout Project implementation b. Establish a GM, prior to the disbursement of the Sub-loan and thereafter maintain and operate it throughout Subproject implementation. c. Throughout Project implementation	
ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT			
3.1	**WASTE MANAGEMENT PLAN** Cause Beneficiaries to prepare and implement a Waste Management Plan (WMP), as part of subproject specific E&S Instruments to manage hazardous and non-hazardous wastes, in accordance with TKDK's ESMS and consistent with ESS3.	Same timeframe as for the preparation and implementation of subproject specific E&S Instruments under Action 1.1c and 1.1d.	Part 1: TKDK shall comply and cause Beneficiaries to comply Part 2: TKDK shall comply and ensure the PFIs cause Beneficiaries to comply
3.2	**RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT** Cause Beneficiaries to incorporate resource efficiency and pollution prevention and management measures in the subproject specific E&S instruments and into the E&S specifications of the procurement documents and contracts with contractors and supervising firm in accordance with TKDK's ESMS and consistent with ESS3. .	Same timeframe as for the preparation and implementation of subproject specific E&S Instruments under Action 1.1c and 1.1d.	Part 1: TKDK shall comply and cause Beneficiaries to comply Part 2:

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
			TKDK shall comply and ensure the PFIs cause Beneficiaries to comply

ESS 4: COMMUNITY HEALTH AND SAFETY			
4.1	**TRAFFIC AND ROAD SAFETY** Cause Beneficiaries to develop and implement road safety management procedures in accordance with TKDK's ESMS to address potential hazards on communities resulting from construction activities and operationalization of construction equipment. Cause beneficiaries to include actions under the above procedure in the subproject specific E&S Instruments in a manner consistent with ESS4. .	Same timeframe as for the preparation and implementation of subproject specific ESMPs under Action 1.1c and 1.1d.	Part 1: TKDK shall comply and cause Beneficiaries to comply Part 2: TKDK shall comply and ensure the PFIs cause Beneficiaries to comply
4.2	**COMMUNITY HEALTH AND SAFETY** Cause Beneficiary to prepare, adopt, and implement measures in accordance with TKDK's ESMS to assess and manage specific risks and impacts to the community arising from subproject activities that may generate from behavior of subproject workers; risk of labor influx, Gender Based Violence (GBV)/ SEA/SH risks, emergency situations, limitations on land, potential for community exposure to communicable diseases, dust and noise; and include these measures in subproject specific E&S Instruments such as ESIAs, ESMPs and subproject specific E&S sub-management plans (Community Health and Safety Plans, Traffic Management Plans, and Emergency Response Plans as needed) to be prepared in accordance with the TKDK's ESMS, in a manner acceptable to the in a manner consistent with ESS4.	Same timeframe as for the preparation and implementation of subproject specific E&S Instruments under Action 1.1c and 1.1d.	Part 1: TKDK shall comply and cause Beneficiaries to comply Part 2: TKDK shall comply and ensure the PFIs cause Beneficiaries to comply
4.3	**SEA/SH RISKS** Prepare and implement a Project-level SEA/SH Action Plan together with an Accountability and Response Framework to assess and manage the risks of SEA and SH.	Prior to comments of Project activities and thereafter throughout Project implementation	TKDK
ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT			
5.1	This standard is not relevant for the Project. Any subprojects that may involve land acquisition or involuntary restrictions of access, and any transactions that may cause physical or economic displacement will not be eligible for financing. If land acquisition is required, it will be carried out on the basis of willing buyer-willing seller approach without causing any adverse impacts including physical and economic displacement of any individuals other than the seller, who occupy, use, or claim rights to the land. The seller will be given a genuine opportunity to retain the land and to refuse to sell it, and will be fully informed about available choices and their implications.		
ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES			
6.1	**BIODIVERSITY RISKS AND IMPACTS**		Part 1:

	Cause Beneficiaries to assess biodiversity risks and impacts and incorporate relevant mitigation measures in the subproject specific E&S Instruments, as appropriate including a Biodiversity Management Plan (BMP) as separate instrument or as part of ESIA or part of ESMP if required based on the E&S Risk Screening, in accordance with TKDK's ESMS and consistent with ESS6.	Same timeframe as for the preparation and implementation of subproject specific E&S Instruments under Action 1.1c and 1.1d.	TKDK shall comply and cause Beneficiaries to comply Part 2: TKDK shall comply and ensure the PFIs cause Beneficiaries to comply
ESS 7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES			
7.1	This standard is not relevant as there are no Indigenous Peoples who meet the criteria under ESS7 in Türkiye.		
ESS 8: CULTURAL HERITAGE			
8.1	**CULTURAL HERITAGE RISKS AND IMPACTS** Cause Beneficiaries to prepare and implement a Cultural Heritage Management Plan (CHMP) if required or as a part of the E&S Instruments, consistent with TKDK's ESMS and ESS8.	Same timeframe as for the preparation and implementation of subproject specific E&S Instruments under Action 1.1c and 1.1d.	Part 1: TKDK shall comply and cause Beneficiaries to comply Part 2: TKDK shall comply and ensure the PFIs cause Beneficiaries to comply
8.2	**CHANCE FINDS** Cause Beneficiaries to prepare, adopt, and implement the Chance Finds Procedure described in the subproject specific E&S Instruments under Action 1.1c and 1.1d above. Ensure the Chance Finds Procedure is included in all civil works contracts and contractors are obligated to adhere.	Same timeframe as for the preparation and implementation of subproject specific E&S Instruments under Action 1.1c and 1.1d.	Part 1: TKDK shall comply and cause Beneficiaries to comply Part 2: TKDK shall comply and ensure the PFIs cause Beneficiaries to comply

ESS 9: FINANCIAL INTERMEDIARIES			
9.1	**ENVIRONMENTAL AND SOCIAL MANAGEMENT SYSTEM (ESMS)** a. Develop, maintain, and implement an Environmental and Social Management System (ESMS) [satisfactory to the Bank] to identify, assess, manage, and monitor the environmental and social risks and impacts of subprojects that receive support from the Project. The ESMS shall include, inter alia, the following elements: • Identification of the subprojects that may receive support from the Project. • An environmental and social policy endorsed by TKDK's senior management. • Clearly defined procedures for the identification, assessment and management of the environmental and social risks and impacts of subprojects, in accordance with ESS9, including, inter alia, stakeholder engagement and disclosure requirements for subprojects. • List of Excluded Activities with the activities that are not eligible for financing. • An organizational capacity and competency for implementing the ESMS with clearly defined roles and responsibilities. • Monitoring and reporting of environmental and social performance of subprojects and the effectiveness of the ESMS. • Incidents and accidents notification and subsequent reporting requirements as set out in Action E above. • An external communications mechanism, including measures to respond to public enquiries and concerns in a timely manner. b. Disclose a summary of each of the elements of the ESMS through TKDK website, including the exclusion list. c. Screen all proposed subprojects against the exclusion list set out in the TKDK ESMS and the loan agreement. d. Establish and maintain an organizational capacity and competency for implementing the ESMS with clearly defined roles and responsibilities. e. Designate a senior management representative to have overall accountability for environmental and social performance of subprojects that receive support from the Project.	Establish TKDK's ESMS by Effective Date and maintain and operate it throughout Project implementation.	TKDK
9.2	**PFIs** Cause PFIs to develop, maintain and implement an ESMS for E&S risk assessment and management proportionate to the nature and risk profile of the sub projects to be financed consistent with TKDK's ESMS and satisfactory to the Bank for the eligibility.	Before the signing of the relevant Participation Agreement between TKDK and each respective PFI and implemented throughout the Project implementation.	TKDK

ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE			
10.1	**STAKEHOLDER ENGAGEMENT PLAN** 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. Cause Beneficiaries to implement the Project SEP for each subproject throughout a subproject life. Cause PFIs to assign relevant staff to undertake stakeholder engagement activities	Adopt the SEP by Appraisal and implement it throughout Project implementation. Ensure that all relevant consultations and stakeholder engagement activities are conducted for each subproject before the start of subproject activities. PFIs staff assignment – as indicated in Action 1.1 above	TKDK
10.2	**PROJECT GRIEVANCE MECHANISM** Establish, publicize, maintain, and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances in relation to 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. Ensure the grievance mechanism is 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. Ensure GRM in line with requirements of TKDK ESMS and ESS10 is established at PFI level.	Establish and operationalize a GM no later than thirty (30) days after the Effective Date. Update as necessary and implement throughout implementation of the Project. Report quarterly through Project Monitoring Reports on E&S described in Action C. by no later than thirty (30) days after signing of Participation Agreement.	TKDK

INDICATORS FOR IMPLEMENTATION READINESS

The following actions are indicators for implementation readiness:

i. Establishment of TKDK's ESMS by Effectiveness Date;
ii. Assignment of one environmental specialist, one social specialist and one OHS specialist within TKDK PIU as described in **Action A;**.
iii. Delivery of trainings specified in **Action B**;
iv. Establishment of PFIs' ESMS for E&S risk assessment and management proportionate to the nature and risk profile of the sub projects to be financed consistent with TKDK's ESMS and satisfactory to the Bank for the eligibility. as specified in **Action 9.2**.;
v. Establishment and operationalization of the workers' GMs and the Project GM as specified **Action 2.3** and **Action 10.2** respectively.